

INVITATION TO SUBMIT A PROPOSAL FOR REQUIREMENTS OF THE SOUTH AFRICAN BUREAU OF STANDARDS (SABS)

RFP NUMBER: 20432

DESCRIPTION: SUBCONTRACTING OF BOTH ACCREDITED AND NON-ACCREDITED LABORATORIES FOR THE PERIOD OF FIVE YEARS TO THE SABS

CLOSING DATE: 09 December 2021

CLOSING TIME: 11:00am

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**THE FOLLOWING PARTICULARS MUST BE FURNISHED
(FAILURE TO DO SO MAY RESULT IN YOUR PROPOSAL BEING DISQUALIFIED)**

NAME OF BIDDER				
POSTAL ADDRESS				
STREET ADDRESS				
TELEPHONE NUMBER	(CODE)		(NUMBER)	
FACSIMILE NUMBER	(CODE)		(NUMBER)	
CELLPHONE NUMBER				
E-MAIL ADDRESS				
VAT REGISTRATION NUMBER				

HAS AN ORIGINAL AND VALID TAX CLEARANCE CERTIFICATE BEEN SUBMITTED?	YES or NO
HAS A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE BEEN SUBMITTED?	YES OR NO
<u>IF YES, WHO WAS THE CERTIFICATE ISSUED BY?</u> AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA) ☐ A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS) ☐ A REGISTERED AUDITOR ☐ [TICK APPLICABLE BOX]	

NAME OF AUTHORISED PERSON	
SIGNATURE OF BIDDER	
CAPACITY UNDER WHICH THIS BID IS SIGNED	
DATE	

1. Intent

The South African Bureau of Standards (SABS) is inviting experienced and reputable (Suppliers) Bidders to submit proposals for subcontracting of both accredited and non-accredited laboratories for the period of five years to THE SABS.

2. Confidentiality

This document may not be used for any purpose by the Bidder other than for developing their response to it, and all reasonable efforts must be taken by the Bidder to ensure confidentiality of any information provided. This document and any other information of a confidential nature provided to the Bidder during the course of the Request for Proposal (RFP) process are to be covered by the non-disclosure agreement signed between the SABS and the Bidder.

3. Procedural compliance

3.1 Intent to respond

An interested Bidder is required to advise the SABS of its intention to submit a proposal by completing and returning the "Intention to Respond" form (Appendix B) no later than **09 December 2021**. Should a party decide not to respond to this RFP, you are requested to continue to treat the information as confidential in perpetuity.

3.2 Responsibility for costs

Under no circumstances shall the SABS accept any responsibility whatsoever for any of the Bidder's costs associated with the preparation and/or submission of its Bid/Proposal, including any costs incurred by the Bidder prior to the signature, by both parties, of an agreement resulting from a successful bid.

3.3 Amendments to the RFP

Amendments to this document shall only be effective if agreed by the SABS and confirmed in a written addendum to the RFP. The SABS reserves the right to modify the scope of this document at any time prior to and after the award of the tender.

3.4 Delivery of proposals or bids

The Bidder is responsible for ensuring that the Bid/Proposal is submitted on time in the SABS E-tender box. The SABS undertakes that the Bids/Proposals shall be stored in a secure place, opened at the same time and not before the deadline for submission.

3.5 No obligation to proceed

The SABS reserves the right to discontinue the RFP process at any time prior to the formation of the envisaged agreement and will give written reasons for the cancellation upon written request to do so. The SABS, its subsidiaries, shareholders, advisors, directors, employees, representatives including the SABS Representative shall not be liable for any losses, claims or damages of whatsoever nature or howsoever arising that may be sustained by a Bidder or any other person as a result of its participation or any amendment, termination or suspension of the process set out in this RFP or its exclusion from participating in the tender process at any point. It is an express term that SABS shall in no way be liable for any indirect/consequential damages, loss of profits, etc. suffered by the Bidder during the RFP process, award, negotiating and/or contracting phase.

After any cancellation of the tender process or the rejection of all tenders due to non-compliance with the thresholds, SABS may abandon the proposed work and services, have it performed in any other manner, or re-issue a similar invitation to tender at any time.

3.6 No contract

Bidders shall note that this RFP does not commit the SABS to any course of action resulting from the receipt of Bids/Proposals and the SABS may, at its discretion, reject any Bid/Proposal that does not conform to instructions and specifications that are contained herein or select a Bidder based upon its own unique set of criteria. SABS also reserves the right not to select a Bidder/award the tender. The SABS does not become bound by any obligations prior to the signature, by both parties, of an agreement - to be negotiated, resulting from a successful bid.

Nothing in this document shall be construed as a contract between the parties and no communication, whether verbal or written, by the SABS personnel or agents during the course of this process shall create such a contract in respect of the requirements specified in this RFP.

SABS shall not be liable for any fees incurred due to any work done/services performed by the Bidder prior to signature, by both parties, of an agreement resulting from a successful bid.

3.7 Validity of proposals

The proposal shall remain valid for a period of one hundred and twenty (120) days from the submission date, where after such proposal expires. SABS retains the right, but is under no obligation, to request Bidders to extend the validity periods of their proposals, prior to expiry thereof. Such request, if any, shall be in writing. The Bidder is not obliged to extend the validity period.

3.8 Intellectual Property

The Bidder undertakes that the South African Bureau of Standards retains ownership of all Intellectual property rights on all material and processes developed that relate to the service provided for and on its behalf by the Bidder. The Bidder undertakes to transfer all said Intellectual Property Rights, whether registered and / or unregistered, to the SABS, including undertaking to sign all forms necessary to affect such transfer.

4. General Instructions

4.1 Assumptions

The SABS has endeavoured to provide sufficient guidance to inform Bidders' Bids/Proposals. However, it may be necessary to make some assumptions. Where assumptions have been made these must be documented in the Bid/Proposal. The SABS accepts no responsibility for assumptions made by the Bidder.

4.2 Requests for clarification/additional information

Requests for additional information, questions or issues fundamental to the quality or clarity of the response should be submitted using the 'Request for Proposal Enquiry' (Appendix N). Additional information will be provided at the discretion of the SABS. The SABS also reserves the right to provide the same information to all other interested Bidders.

4.3 Contact information

All enquiries regarding this RFP must be e-mailed to Prince.hlongwane@sabs.co.za and not contact any other SABS personnel regarding this RFP as this may lead to disqualification of the bid. Also note that any canvassing by Bidders regarding this RFP will result in disqualification.

4.4 Timescale

The proposed timescales for the RFP process are indicated below.

Item	Milestone	Date
1	Date of RFP advertisement	18 November 2021
2	Compulsory Briefing session:	N/A
3	Appendix C, Non-disclosure Agreement /Confidentiality Undertaking signed and submitted	09 December 2021
4	Appendix B, Intention to respond released and submitted	09 December 2021
5	Final Date for Bidders to submit consolidated requests for clarification (Questions)	29 November 2021
6	SABS clarification. (Not further clarification after this date)	02 December 2021
7	Proposal Submission Date	09 December 2021,11:00 am
8	Evaluation of proposals	10 – 15 December 2021
9	Presentations	TBA
10	Site visit or virtual visit	TBA
11	Awarding of Tender (Next TC seating)	TBA

4.5 Management summary

This section should be submitted as a separate document. The information to be provided in the Management Summary shall include, but not be limited to the following items

- Company profile
- Completed 'Statement of compliance' (Appendix K)

4.6 Presentations

The SABS reserve the right to request bidders to present for clarification.

4.7 Clarification and inspections

The SABS may submit clarification in writing on specific tender aspects to obtain a better understanding of the received bid/s. This may also include possible inspections of the Bidder's premises at an agreed upon date and time.

4.8 Submitting a response

4.8.1 Due date

- Proposals/ Bids are to be submitted by closing date and time as stipulated on page 1.
- **Proposals/ Bids must be submitted electronically to Tenders.Prince@sabs.co.za clearly indicating the tender reference number and description on the subject. Maximum size of documents should be 14MB.**
- The responsibility for on-time submission rests entirely with the Bidders.
- **Late submissions will NOT be accepted.**

4.8.2 Proposal format

Each proposal shall include a detailed description of the Bidder's capabilities with regard to the requirements set out in **Appendix A and Section 5.3** of the Evaluation.

5. Evaluation

5.1 Returnable documents

Bidders must provide the following administrative compliance documents.

[TICK APPLICABLE BOX]

NO	APPENDIX	TICK
1	Appendix A Tender Requirements/ Scope of Work	
2	Appendix B Intention to Respond	
3	Annexure C Signed Non-disclosure agreement	
4	Appendix D Signed SABs Terms & Conditions	
5	Appendix E CSD Report / Proof of banking details for international suppliers	
6	Appendix F Declaration of Interest	
7	Appendix G Local Content(Not applicable)	
8	Appendix H BBBEE Certificate	
9	Annexure I Pricing schedule	
10	Appendix J Management Summary (including Statement of Compliance)	
11	Appendix K Statement of Compliance	
12	Appendix L Page 2 of the RFP Document	
13	Appendix M Audited Financial Statements	
14	Appendix N Request for Proposal Enquiry	

5.2 Disqualifying criteria is as follows:

- Bidders who do not meet all the requirements as specified on the RFP document will not be evaluated any further.
- Bidders whose solution is encumbered by any Intellectual Property rights, whether registered and / or unregistered, including but not limited to Copyrights, Patents, Know-How, Registered Designs, Trade Marks, Trade Secrets and the like, will not be considered for award of the bid.
- Bidders who make a misrepresentation on the above 2 points or any other material fact.

5.3 Mandatory requirement are as follows:

- Accredited laboratories - A valid accreditation certificate.

- Non- accredited laboratories - Final test report, calibration records of equipment used relating to that test report, competency declarations/authorization records of the person(s) who tested, and records of quality controls done to ensure the validity of results.
- Universities - Test results.
- Price list and lead time.

Only Bidders that meet the mandatory requirement will be considered for the panel.

5.4 Preference Point System

Bids will be evaluated in terms of the Preferential Procurement Regulation of 2017, where the 80/20 preference points system (price and BBBEE) will be used.

6. Feedback on Proposals

Once the recommendation to the Tender Committee has been approved, the successful and unsuccessful bidder(s) will be notified in writing.

Successful bidder/s will be issued with a notification letter. Such notification does not constitute an agreement. The award is wholly subject to the successful Bidder entering into a duly signed contract with SABS.

7. Contracting

Successful bidder(s) will be required to enter into a contract with the SABS. A formal Agreement will be signed with the successful bidder and SABS further reserves the right to amend, alter or delete clauses relating to, but not limited to: insurance, indemnity, undertaking, guarantees, Intellectual Property, service levels and / or tax compliance.

SABS shall not be liable for any costs expended by the bidder prior to any formal agreement being signed. **It is therefore imperative that NO SERVICES are rendered prior to the formal agreement becoming effective.**

Appendix A – SUBCONTRACTING OF BOTH ACCREDITED AND NON-ACCREDITED LABORATORIES FOR THE PERIOD OF FIVE YEARS TO THE SABS

Category A - Mining and Minerals industry

Tests to be subcontracted	Product	Specification/ Method No.	Accreditation body and number (If accredited)¹	Test capabilities (If not accredited)²
Trace Element	Coal	ICP-MS		

Category B - Electrotech industry

Tests to be subcontracted	Product	Specification/ Method No.
Electrical safety tests	Various electronic and electrical products	SANS 60335-1 SANS 60335-2 series SANS 60950-1 SANS 60065 SANS 62368-1 SANS 60601 SANS 60730 SANS 151
Geyser material analysis	Geyser sample - Metallurgical material analysis	SANS 151
QUV	Plastic materials	SANS 151
Load switch	Electricity meters	SANS 1524-1, SANS 62055-31 clause 7.9 on Single phase UC2 Single phase UC3 Three phase UC2 Three phase UC3
Electrical safety	Plugs, plug sockets, adaptors	SANS 60884-2, SANS164
Endurance Test Fire Test Smoke density Halogen emission Flex cord Sheath adherence Performance of supporting core	Plugs, plug sockets, adaptors Cables Cables Cables Cables	SANS 60884-1 SANS 1507-3/4/5 SANS 1507-3/4/5 SANS 1507-5/VC8075 SANS 1574/VC8006 SANS 1507-6 SANS 1418-1/2
Electrical safety and material tests	LV cables	SANS 1507 - 1-6 SANS 1574 – 1-5 SANS 1418-1/2
EMC/EMI	Lamps/Traffic controller	SANS 215 / SANS 61547 /IEC 1547 & CISPR 32

Colour / luminance factor	Lamps / lights / Reflective materials	SANS 1519 /SANS 1376-3
Lightning/Switching Impulse testing Dielectric tests	Cables Transformers	SANS 780 and other specs
Current Impulse Residual voltage Limiting voltage Operating duty Thermal stability Temporary Over Voltage (TOV)	Surge arrestors	SANS 61643-11 and other specs
RIV Corona	Conductor and Insulators	SANS 218-2:2010
Tan delta testing Partial discharge Current circulation Voltage withstands Impulse 500Hz/50Hz Insulation test Physical properties	Cables	SANS 97, SANS 1339, and other cable specs

Category C - Automotive and Mechanical industry

Tests to be subcontracted	Product	Specification/ Method No.
Fire test	Fire resistance products	SANS 10117-11 (SANS 1381)
Heat of hydration	Cement products	SABS 50197 SANS 50413
Determination of the strength Determination of setting time and soundness	Cement products	SABS 50197 SANS 50413
Determination of the strength Determination of setting time and soundness	Cement products	SABS 50197 SANS 50413
Determination of the strength	Cement products	SABS 50197

Determination of setting time and soundness		SANS 50413
Compressive strength Loss on ignition Determination of residue insoluble in sodium carbonate Sulfate content Setting times Soundness Water retention Chloride content	Cement products	SABS 50197 SANS 50413
Full specification testing according to SANS2: 2013	Battery	Full specification testing according to SANS2: 2013
Explosive test	Cash protection devices (CPD)	SARB: Standard for the testing of Currency Protection Devices
Brake performance	Brake testing	SANS 20013:2008

Category D - Chemical and Material industry

Tests to be subcontracted	Product	Specification/ Method No.
Other additional test of SANS 20345	Safety footwear	SANS 20345
Staple	Cotton wool	SANS 149 SANS 228
Dimensional stability: Dry cleaning	Woven Fabric	SANS 1387
Bitumen	Bitumen	SANS 4001
Creosote	Creosote	SANS 616
Petrol Diesel	Petrol Diesel	SANS 1598 SANS 342
Hydrostatic Pressure, Methylene Chloride, Resistance to leakage	Plastic Pipes	SANS 791, SANS 8773, SANS 4427, SANS 966-1, SANS 966-2, SANS 4437, SANS 1283, SANS 21138,

Note 1: If not all the required parameters/tests fall within the accreditation schedule, but testing capabilities exist, then the lab shall provide three successive PT/ILC reports for those parameters for consideration (only if those non-accredited tests are <50% than the accredited tests). Suppose non-accredited parameters are >50% accredited parameters/tests, or there are no PT/ILC reports which are satisfactory. In that case, a competency audit shall be recommended before the subcontracting agreement is finalized.

Note 2: If the lab is not accredited, they must provide a final test report, calibration records of equipment used relating to that test report, competency declarations/authorization records of the person(s) who tested, and records of quality controls done to ensure the validity of results. The lab must be prepared to participate in the review process for adequacy prior finalization of subcontracting agreement.

Appendix B

Intention to respond to the Request for Proposal

We hereby accept / decline your Request for Proposal.

Company: _____

Company Representative: _____

Position/Title: _____

Signature: _____

Please state a brief reason for declining this Request for Proposal _____

To: Prince.hlongwane@sabs.co.za

Appendix C

NON DISCLOSURE AGREEMENT

THIS AGREEMENT is made BETWEEN

The South African Bureau of Standards (SABS), an organisation established in terms of section 2 of the Standards Act (29 of 1993), whose registered office is at 1 Dr Lategan Road, Groenkloof, Pretoria, 0001, South Africa.

AND _____ (“the Bidder”),

Registration Number: _____ whose registered office is at _____

(Hereinafter referred to as the “parties”)

WHEREAS in the course of discussions and/or negotiations with the South African Bureau of Standards, the Bidder has received, or may receive in future, information relating to **RFP 20432** for the South African Bureau of Standards and other related information hereinafter referred to as “Confidential Information”. “Confidential information” shall include, but not be limited to any information disclosed by the SABS and / or any of its affiliates, employees, agents, representatives, subcontractors and consultants to the Bidder, its employees, agents, representatives and consultants, whether orally, in writing, by graphic, pictorial or electronic format, which information includes but is not restricted to Business information, including know how, commercial and technical aspects of products, processes and services; status and capabilities of the SABS’ business; The SABS or its subcontractors’ marketing and planning programs, products specifications, Service specifications, plans, drawings, test results and findings; financial, operational and technical data; and particular types of technologies and inventions, that already currently exist or that the SABS wishes to be developed, which could be subject to intellectual property rights, whether registered and/or unregistered.

Therefore the parties wish to agree as follows:

1. The Bidder undertakes to keep strictly secret and confidential all confidential information relayed or transmitted to it in any manner or form and will not divulge any part of the Confidential Information directly or indirectly to any person, firm or entity (other than such of its employees who have a need to know the Confidential Information for the purposes of fulfilling the Bidder’s obligation to the South African Bureau of Standards).
2. The Bidder undertakes to not make copies of the Confidential Information or otherwise disseminate any of the Confidential Information (except as may be required to fulfil specific obligations towards South African Bureau of Standards) without South African Bureau of Standards express prior written consent.
3. This agreement applies to information whether or not such information is marked as or appears to be confidential and whether or not such information is of commercial use to South African Bureau of Standards or any other party.
4. This agreement shall not apply to information which:-
 - (a) the Bidder can show had been lawfully received by it prior to disclosure under this agreement.
 - (b) is in the public domain or becomes so otherwise than through breach of this agreement;
 - (c) was disclosed to the Bidder by a third party who was under no obligation of confidence in respect thereof;

5. The Bidder further undertakes that the South African Bureau of Standards retains ownership of all Intellectual property rights on all material and processes developed that relate to the service provided for and on its behalf by the Bidder. The Bidder undertakes to transfer all said Intellectual Property Rights, whether registered and / or unregistered, to the SABS, including undertaking to sign all forms necessary to affect such transfer.
6. The Bidder acknowledges that the confidentiality obligations extend from signature of this agreement and survive the termination of the tender process, whether the Bidder is successful or not.

IN WITNESS WHEREOF the parties hereto have executed this agreement in duplicate.

Signed at.....on this.....day of2021

On behalf of the South African Bureau of Standards(signature) Hleketa
Hlongwane (Procurement)

Witness 1. Witness 2.

Signed at..... on this.....day of2021

Signed on behalf of the Bidder, duly authorised thereto..... (signature)

..... (name) (title)

Witness 1. Witness 2.

To: Prince.hlongwane@sabs.co.za

Appendix D

SABS STANDARD TERMS AND CONDITIONS

Bidders must sign the terms and condition to indicate acceptance thereof. Should the bidder have a variation/s, these must be submitted as Annexure F1 indicating the clause number, the rational for not accepting that specific clause and provide an alternative clause.

<https://www.sabs.co.za/Procurement/docs/SABS%20STANDARD%20TERMS%20AND%20CONDITIONS%20FOR%20PROCUREMENT%20OF%20GOODS%20AND%20SERVICES....pdf>

Annexure E
CSD REPORT or Proof of banking details for an International suppliers

Appendix F

DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state¹, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-

- the bidder is employed by the state; and/or
- the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.

2. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

2.1 Full Name of bidder or his or her representative:

2.2 Identity Number:

2.3 Position occupied in the Company (director, trustee, shareholder²):

2.4 Company Registration Number:

2.5 Tax Reference Number:

2.6 VAT Registration Number:

2.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / persal numbers must be indicated in paragraph 3 below.

¹"State" means –

- (a) any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);
- (b) any municipality or municipal entity;
- (c) provincial legislature;
- (d) national Assembly or the national Council of provinces; or
- (e) Parliament.

²"Shareholder" means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.

2.7 Are you or any person connected with the bidder **YES / NO**
presently employed by the state?

2.7.1 If so, furnish the following particulars:

Name of person / director / trustee / shareholder/ member:

Name of state institution at which you or the person
connected to the bidder is employed :
Position occupied in the state institution:

Any other particulars:
.....
.....
.....

2.7.2 If you are presently employed by the state, did you obtain **YES / NO**
the appropriate authority to undertake remunerative
work outside employment in the public sector?

2.7.2.1 If yes, did you attached proof of such authority to the bid **YES / NO**
document?

(Note: Failure to submit proof of such authority, where
applicable, may result in the disqualification of the bid.

2.7.2.2 If no, furnish reasons for non-submission of such proof:

.....
.....
.....

2.8 Did you or your spouse, or any of the company's directors / **YES / NO**
trustees / shareholders / members or their spouses conduct
business with the state in the previous twelve months?

2.8.1 If so, furnish particulars:
.....
.....
.....

2.9 Do you, or any person connected with the bidder, have **YES / NO**
any relationship (family, friend, other) with a person
employed by the state and who may be involved with
the evaluation and or adjudication of this bid?

2.9.1 If so, furnish particulars.
.....
.....
.....

2.10 Are you, or any person connected with the bidder, **YES/NO**
aware of any relationship (family, friend, other) between
any other bidder and any person employed by the state
who may be involved with the evaluation and or adjudication
of this bid?

2.10.1 If so, furnish particulars.
.....
.....
.....

2.11 Do you or any of the directors / trustees / shareholders / members of the company have any interest in any other related companies whether or not they are bidding for this contract? **YES/NO**

2.11.1 If so, furnish particulars:

.....

3 Full details of directors / trustees / members / shareholders.

Full Name	Identity Number	Personal Tax Reference Number	State Employee Number / Persal Number

4 DECLARATION

I, THE UNDERSIGNED (NAME).....

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 and 3 ABOVE IS CORRECT.
 I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
 Signature

.....
 Date

.....
 Position

.....
 Name of bidder

Appendix H
BBBEE Certificate

Appendix I - Pricing

Appendix J
Management Summary

Appendix K

Statement of Compliance to the Request for Proposal

Company Name: _____

Proposed Service: _____

It is hereby confirmed that the proposal response to the SABS' RFP is fully compliant with all points with the exception of the specific issues outlined below:

Signed: _____ (Authorised Signatory)

Name: _____

Position: _____

Date: _____

Appendix L
Page 2 of tender document

Appendix M
AUDITED FINANCIAL STATEMENT

Appendix N

Request for Proposal Enquiry

To: Prince.hlongwane@sabs.co.za

From: _____

Questions:

Answers:

To: Prince.hlongwane@sabs.co.za