

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

RFP NUMBER: 201287

DESCRIPTION: REQUEST FOR QUOTATION FOR THE SUPPLY AND DELIVERY OF SULPHUR ANALYSER

BRIEFING SESSION: N/A

BRIEFING SESSION TIME: N/A

CLOSING DATE: 29 March 2024

CLOSING TIME: 11:00 am

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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				

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 data center core network switches and firewall replacement.

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 the confidentiality of any information provided. This document and any other information of a confidential nature provided to the Bidder during 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 **29 March 2024**. 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 before 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 before 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 and delivered on time to Tenders.Tintswalo@sabs.co.za. 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.

Note: The above email address should only be used for submission of proposals. No clarity-seeking questions should be sent to this email address. (see 4.2 below)

3.5 No obligation to proceed

The SABS reserves the right to discontinue the RFP process at any time before 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, and 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 before 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 before 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, before 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 SABS 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 effect such transfer.

4. General Instructions

4.1 Assumptions

The SABS has endeavored 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 inquiries regarding this RFP must be e-mailed to Tintswalo.nyathi@sabs.co.za. Bidders must 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	07 March 2024
2	Appendix C, Non-disclosure Agreement /Confidentiality Undertaking signed and submitted	29 March 2024
3	Appendix B, Intention to Respond released and submitted	29 March 2024
4	Final Date for Bidders to submit consolidated requests for clarification (Questions) Questions are to be sent to Tintswalo.nyathi@sabs.co.za	25 March 2024
5	SABS clarification. (Not further clarification after this date)	25 March 2024
6	Proposal Submission Date Proposals are to be sent to Tenders.Tintswalo@sabs.co.za	29 March 2024
7	Evaluation of proposals	05 April 2024
8	Presentations	TBA
9	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 reserves 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.Tintswalo@sabs.co.za indicating the tender **reference number** and **description on the subject**. **Maximum size 14MB**.
- Proposals/ Bids must be submitted in **PDF Files** (compressed zipped folder if necessary).
- Proposals/Bids submitted **via a link and/or "we transfer" will not be accepted**.
- The responsibility for on-time submission rests entirely with the Bidders.
- **Late submissions will NOT be accepted.**
- **The above email address should only be used for submission of proposals. No clarity-seeking questions should be sent to this email address.**

4.8.2 Proposal format

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

4.8.3 Central Supplier Database (CSD) Registration

Service providers and suppliers who wish to render services to SABS will no longer register at SABS directly. Suppliers will have to register on the National Treasury Central Supplier Database (CSD) as per National Circular No 3 of 2015/6 – Central Supplier Database; National Treasury will maintain the database for all suppliers for the Government and its institutions; and

All existing and prospective suppliers are requested to register on the CSD by accessing the National Treasury website at www.CSD.gov.za.

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	Appendix C SBD 4 Bidder's Disclosure	
4	Appendix D Signed Non-disclosure agreement	
5	Appendix E SBD 6.1 Preference points claim form in terms of the Preferential Procurement Regulation 2022	
6	Appendix F Signed SABS Terms & Conditions	
7	Appendix G CSD Report / Proof of banking details for international suppliers	
8	Appendix H BBBEE/ Sworn affidavit	
9	Annexure I Quotation/ Fixed Rate	
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 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 scope of work 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, Trademarks, 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 Tender Evaluation Process

Mandatory requirements

- A bidder must submit a high-level detailed implementation plan.
- Be an accredited partner/ reseller – A valid letter indicating such a partnership for the proposed product
- Provide a 24x7 next-business-day hardware replacement support contract
- Minimum of three (3) suitably qualified staff to set up and configure the switches provided and Enterprise Management Server. The vendor-specific qualification with a minimum of three years of working experience – CV and qualification must be provided. (Bidders must indicate the number of years on the CV)

- Provide proven good track record and experience of successfully installing similar services with three reference letters from your clients on their company's letterhead with clear contact persons and telephone numbers required

Bidders who met the mandatory requirements will be evaluated on the 80/20 preference point system

5.4 Preferential point system – Pricing and SPECIFIC GOAL

Only Bidders who submitted quotations as per the scope of work and met mandatory requirements will be evaluated further on the 80/20 preference points system of 2022. (Pricing and **SPECIFIC GOAL**)

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 before any formal agreement is signed. **It is therefore imperative that NO SERVICES are rendered before the formal agreement becomes effective.**

Appendix A – Scope of Work

1 PURPOSE OF THIS DOCUMENT

Short description of the business being done, its context, and the reason for the project. Also describe the work that the SABS intends to do with the delivered product:

SABS SECUNDA Laboratory is accredited to conduct Total Sulphur analysis using the SULPHUR analyser on coal samples. The laboratory has a contract with SASOL and ESKOM to conduct this analysis on all Sasol and Eskom samples from their mines for their geological exploration projects. The contracts have clear turnaround time agreements which requires the laboratory to prepare, test and report within a reasonable turnaround time (TAT) with penalty clause for late reporting. To meet customers' requirements, the laboratory needs to have a reliable and available SULPHUR instrument. The laboratory uses two very old SULPHUR machines of more than 10 year old which consistently breakdown and also requiring regular maintenance and repairs to conduct the analyses and meet contractual obligations. The older model instruments will become obsolete as the supplier will no longer support or supply spares for its repairs by end of year 2023.

APPLICABLE AND REFERENCE DOCUMENTS

List any references that may be important to the complete understanding of this technical specification:

1. Refer to ASTM D 4239 - Determination of Total Sulphur in analysis samples of Coal
2. Supplier references

REQUIREMENTS

Provide set of specific requirements *to be satisfied* by the material, design, product, or service to be procured for this project:

No	Requirement	Detailed description
1.	The analytical instrument for Total Sulphur that is able to replace the existing two old and regular breaking Total Sulphurs, and that will operate effectively with regards to performance requirements.	<ol style="list-style-type: none">1) The Analytical and Metallographic instrumentation manufactured in accordance with the ISO 9002 quality standard.2) The S832DR Dual Range Sulphur Determinator with mounted touch screen, PC and Loader.3) 626-200-400dual IR cell sulfur determinator with boom mounted touch screen PC with windows operating system, 100 position loader, Cornerstone Software, Installation, and operating training, Start up operating supplies,4) Balance 751-060-110 KIT BALANCE 4 PLC ENTRIS II 124 120G.Sartorius Entris II model balance and interface kit, 0.1mg readability, 120g capacity, cables for USB or serial interface.5) 5kVA UPS Setup. 5 kVA/ 4kW Double conversion, true on-line, Transformer Based UPS. Battery cabinet to support 20 minutes operation of UPS. Commissioning of on site by the UPS manufacture.

INSTALLATION

Specify who is responsible for the installation and any installation requirements.

1. The instrument is delivered to site and checked for compliance with Customer's order. All services, e.g. power, water and gas connections, earthing, exhaust and ventilation must be supplied by the customer in accordance with supplier's recommendations. Supplier will not be liable for expenses incurred due to inferior gas used on instruments. All gases must be used in accordance with specifications of the instrument. A pre-installation guide is available upon request from the supplier.
2. The Installation shall be deemed to be complete when all instrument functions have been mechanically and electronically checked and tested by analysing standard reference materials as well as operator training covering operation of the equipment and applications, for a period deemed necessary by the supplier's application specialist.
3. For operation of pneumatics, the purchaser is required to provide either nitrogen or compressed air at a pressure of 2.8 bar (40 psi) at a point convenient to the location of the equipment.

COMMISSIONING

Specify who is responsible for the commissioning and any commissioning requirements.

1. The instrument must be commissioned by the supplier on site.

Note: During commissioning the supplier shall demonstrate all material, design, product, or service functionality. This will be compared to the requirements described in this product specification. Compliance will be confirmed by both SABS and the supplier signing off against each requirement.

TRAINING

Specify the training requirements. (To include number of employees and what training modules i.e. operation of equipment, maintenance, etc.)

Training required to operate the new system. The frontline maintenance must be supplied to all technical personnel in Secunda lab (laboratory analysts, supervisor and instrument maintenance technician).

DOCUMENTATION

Specify the documentation required (data sheets, wiring diagrams, operation manuals, etc)

- Operating and user manuals to be provided
- Software and diagrams to be supplied

Note: SABS will evaluate each document. SABS can decide at its own discretion if any document is not sufficient. In such a case the supplier will be responsible to update the document to SABS satisfaction.

SERVICES TO BE SUPPLIED BY SABS

The supplier is responsible for notifying SABS of any service that might be required for the installation, commissioning, and operation of the equipment. This notification must be submitted together with the original quotation.

No services would be provided by SABS except if agreed upfront.

CONDITIONS

- System to be compatible to ICT requirements.
- To have heavy duty industrial standard.

SELECTION CRITERIA

- | |
|---|
| <ul style="list-style-type: none">• Total Sulphur analyser with LIMS compatible and integrated balance and PC• Gas piping and fittings• Stock availability• Cost per analysis• Spares and consumable list• Maintenance and backup after sale• Training• Warranties and Guarantees• References |
|---|

Note: General selection criteria

SABS will select the system most suited to the needs of and conditions in the SABS test laboratory.

All requirements of this document must be met as a minimum requirement.

Proposals will further be rated based on:

- Ease of operation
- Flexibility of application
- Additional features that will aid the test process.
- Mechanical soundness of full system.
- Quality level of components
- Perceived overall design of the system.

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 _____

1. PURPOSE OF THE FORM

Any person (natural or juristic) may make an offer or offer in terms of this invitation to bid. In line with the principles of transparency, accountability, impartiality, and ethics as enshrined in the Constitution of the Republic of South Africa and further expressed in various pieces of legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.

Where a person/s is listed in the Register for Tender Defaulters and/or the List of Restricted Suppliers, that person will automatically be disqualified from the bid process.

2. Bidder's declaration

2.1 Is the bidder, or any of its directors/trustees/shareholders / members/partners or any person having a controlling interest¹ in the enterprise, employed by the state? **YES/NO**

2.1.1 If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietors/directors/trustees/shareholders/members/ partners or any person having a controlling interest in the enterprise, in the table below.

Full Name	Identity Number	Name of State institution

¹ the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise.

2.2 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution? **YES/NO**

2.2.1 If so, furnish particulars:

.....
.....

2.3 Does the bidder or any of its directors/trustees/shareholders / members/partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract?
YES/NO

2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

I, the undersigned, (name)..... in submitting the accompanying bid, do hereby make the following statements that I certify to be true and complete in every respect:

- 3.1 I have read, and understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement, or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements, or arrangements with any competitor regarding the quality, quantity, specifications, or prices, including methods, factors, or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, before the date and time of the official bid opening or the awarding of the contract.

² Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

- 3.5 There have been no consultations, communications, agreements, or arrangements made by the bidder with any official of the procuring institution about this procurement process before and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, suspicious bids will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2, and 3 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2022/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....

Signature

.....

Date

.....

Position

.....

Name of bidder

Appendix D

NON-DISCLOSURE AGREEMENT

THIS AGREEMENT is made BETWEEN

The South African Bureau of Standards (SABS), an organization 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 the future, information relating to **RFP 201287 Supply and delivery of Sulphur Analyzer** 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 their 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 need to know the Confidential Information to fulfill 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 fulfill specific obligations towards the South African Bureau of Standards) without the South African Bureau of Standards expressing prior written consent.
3. This agreement applies to information whether such information is marked as or appears to be confidential and whether or not such information is of commercial use to the 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 before 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 effect such transfer.
6. The Bidder acknowledges that the confidentiality obligations extend from the 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 of2024

On behalf of the South African Bureau of Standards (signature)
Lerato Monyepao (Procurement)

Witness 1. Witness 2.

Signed at..... on this..... day of2024

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

..... (name) (title)

Witness 1. Witness 2.

To: Tenders.Tintswalo@sabs.co.za

Appendix F

SABS STANDARD TERMS AND CONDITIONS

Bidders must sign the terms and conditions to indicate acceptance thereof. Should the bidder have a variation/s, these must be submitted as Annexure F1 indicating the clause number, the rationale 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 G
CSD REPORT**

Appendix H – BBBEE Certificate/Sworn Affidavit

**Appendix I
Quotation**

Appendix J
Management Summary

Appendix K

Statement of Compliance with 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 except the specific issues outlined below:

Signed: _____ (Authorised Signatory)

Name: _____

Position: _____

Date: _____

Appendix L
Page 2 of the tender document

Appendix M
Request for Proposal Enquiry

To: Tintswalo.nyathi@sabs.co.za

From:

Questions:

Answers:

To: Tintswalo.nyathi@sabs.co.za

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

This preference form must form part of all tenders invited. It contains general information and serves as a claim form for preference points for specific goals.

NB: BEFORE COMPLETING THIS FORM, TENDERERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS, AND DIRECTIVES APPLICABLE WITH RESPECT TO THE TENDER AND PREFERENTIAL PROCUREMENT REGULATIONS, 2022

1. GENERAL CONDITIONS

1.1 The following preference point systems apply to invitations to tender:

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2 **To be completed by the organ of state**

a) The applicable preference point system for this tender is the **80/20** preference point system.

1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:

- (a) Price; and
- (b) Specific Goals.

1.4 **To be completed by the organ of state:**

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
Total points for Price and SPECIFIC GOALS	100

1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

1.6 The organ of state reserves the right to require a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim regarding preferences, in any manner required by the organ of state.

2. DEFINITIONS

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering

process or any other method envisaged in legislation;

- (b) **“Price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) **“Rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

3.1.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

A maximum of 80 or 90 points is allocated for price on the following basis:

$$\begin{array}{ccc} \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\ \\ Ps = 80 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right) & \mathbf{or} & Ps = 90 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right) \end{array}$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

3.2. FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME-GENERATING PROCUREMENT

3.2.1. POINTS AWARDED FOR PRICE

A maximum of 80 or 90 points is allocated for price on the following basis:

$$\begin{array}{ccc} \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\ Ps = 9 & & Ps = 80 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right) \end{array} \mathbf{or}$$

Where

- Ps = Points scored for price of tender under consideration
 Pt = Price of tender under consideration
 Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For this tender, the tenderer will be allocated points based on the goals stated in Table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

(a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or

(b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

Table 1: Specific goals for the tender and points claimed are indicated per the table below.

(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.

Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
100% Black Ownership	10	20		
At least 51% or more of black ownership	6	10		

Less than 51% but more than 0% black ownership	3	5		
0 black ownership	0	0		

DECLARATION ABOUT COMPANY/FIRM

4.3. Name of company/firm.....

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

- Partnership/Joint Venture / Consortium
- One-person business/sole propriety
- Close corporation
- Public Company
- Personal Liability Company
- (Pty) Limited
- Non-Profit Company
- State Owned Company

[TICK APPLICABLE BOX]

4.6. I, the undersigned, who is duly authorized to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualify the company/ firm for the preference(s) shown and I acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are by the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of the contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering process;
 - (b) recover costs, losses, or damages it has incurred or suffered as a result of that person’s conduct;
 - (c) cancel the contract and claim any damages that it has suffered as a result of having to make less favorable arrangements due to such cancellation;

- (d) recommend that the tenderer or contractor, its shareholders, and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years after the *audi alteram partem* (hear the other side) rule has been applied; and
- (e) forward the matter for criminal prosecution, if deemed necessary.

.....	
SIGNATURE(S) OF TENDERER(S)	
SURNAME AND NAME:
DATE:
ADDRESS:

PART A

INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	RFP 201287	CLOSING DATE:	29 MARCH 2024	CLOSING TIME:	11:00am
DESCRIPTION	SUPPLY AND DELIVERY OF SULPHUR ANALYZER				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	TINTSWALO NYATHI		CONTACT PERSON	VONGANI CHABALALA	
TELEPHONE NUMBER	012 428 6179		TELEPHONE NUMBER	012 349 1560	
FACSIMILE NUMBER	N/A		FACSIMILE NUMBER	N/A	
E-MAIL ADDRESS	Tintswalo.nyathi@sabs.co.za		E-MAIL ADDRESS	Vongani.chabalala@sabs.co.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA

B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No	B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No
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[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]

1.1.1.1 ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	1.1.1.2 ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
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QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? YES
 NO

DOES THE ENTITY HAVE A BRANCH IN THE RSA? YES
 NO

DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?
 YES NO

DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?
YES NO

IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? YES
 NO

IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.

SBD1

PART B

TERMS AND CONDITIONS FOR BIDDING

<p>1. BID SUBMISSION:</p> <p>1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.</p> <p>1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED– (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.</p> <p>1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.</p> <p>1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).</p>
<p>2. TAX COMPLIANCE REQUIREMENTS</p> <p>2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.</p> <p>2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER’S PROFILE AND TAX STATUS.</p> <p>2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.</p> <p>2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.</p> <p>2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.</p> <p>2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.</p> <p>2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE.”</p>

NB: FAILURE TO PROVIDE / OR COMPLY WITH ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

(Proof of authority must be submitted e.g. company resolution)

DATE: