SABS

OUR REF RFQ 202175

ENQUIRIES Lethabo Nedondwe

TELEPHONE 012 428 6044

DATE 25 November 2026

RFQ 202175: SUPPLY, DELIVERY AND COMMISSIONING OF A PORTABLE SPECTROPHOTOMETER

Dear Bidder

The South African Bureau of Standards (SABS) hereby invites you to submit a quotation for supply, delivery and commissioning of a portable spectrophotometer.

The details of the service to be provided

below. Please note the following:

- Scope of services specified on page 3
- Closing date specified on page 6
- SABS Procurement terms and conditions (accessed on the sabs website)
- **The bidder must submit the following documents with the quotation:**
  - Treasury Central Supplier Database (CSD) registration report
  - A valid BBBEE certificate/Sworn Affidavit (Specific Goal point claim)
  - SBD 4 Bidder's Disclosure
  - SBD 6.1 Preference points claim form in terms of the Preferential Procurement Regulation 2022
  - Appendix A – Non-Disclosure Agreement

1. **Background**

The SABS is a statutory body established in term of Standards Act, 1945 (Act No. 24 of 1945) and continues to operate in terms of the Standards Act, 2008 (Act No. 8 of 2008) as the national standardization institution in South Africa, mandated to:

- develop, promote and maintain South African National Standards;
- promote quality in connection with commodities; and
- render conformity assessment services and matters connected therewith.

2. **Request for Quotation (RFQ)**

This RFQ serves as an invitation to submit bids **for supply, delivery and commissioning of a portable spectrophotometer** subject to the SABS Standard Terms and Conditions, of which a copy is available on**:** **www.sabs.co.za, accessible through the link: https://www.sabs.co.za/Procurement/proc_toc.asp**

The Bidder is requested to supply its quotation, in writing, by the date specified. Should the Bidder require any clarification, the clarification should be submitted by e-mail to the Procurement Specialist identified in this document.

By submitting a quotation in response to this RFQ or participating in this RFQ process, the Bidder accepts that it is subject to and bound by all the terms and conditions contained in this RFQ document.

3. **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 RFQ process are and will be covered by the non-disclosure agreement to be signed between the SABS and the Bidder.

4. **No Contract**

Bidders shall note that this RFQ does not commit the SABS to any course of action resulting from the receipt of quotations and the SABS may, at its discretion reject any submission which does not conform to instructions and specifications which are contained herein or select a Bidder based upon its own unique set of criteria. The SABS also reserves the right not to select a bidder.

Nothing in this document shall be construed as a contract between the SABS and the Bidder, 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 RFQ.

5. **No Obligation to Proceed**

The SABS reserves the right to discontinue the RFQ evaluation process at any time and will not be responsible for any losses incurred by the Bidder as a result of discontinuance of the RFQ process.

6. **Validity of Proposals**

The Bidder's quotation shall remain valid for a period of one hundred and twenty (120) days from the closing date. The SABS may at any time prior to the expiry of the bid validity period, extend the above validity period by sixty (60) days by written notice to the Bidders. In that event, the SABS will not require any consent from the Bidders, and bidders will not be required or permitted to amend any of their quotations.

The SABS retains the right, but is under no obligation, to request Bidders to extend the validity periods of their quotations, prior to expiry thereof, if it has already invoked the extension referred to above and it is in the SABS' interest to further extend the bid validity period. Such request shall be in writing. The Bidder is not obliged to extend the validity period. Also, bidders will not be required or permitted to amend any of their quotations.

7. Scope of work

7.1 Purpose of this document

This project about the procurement of a Portable Spectrophotometer with 45/0° geometry to provide high-precision colour and gloss analysis for paints and coatings on the actual road.

Business Context and Project Reason:

The laboratory needs to quantify the visual characteristics of both fluorescent and non-fluorescent materials. On the actual road in which the material has been laid. This requires exact numerical values for color consistency and surface finish (gloss). The driving force is the need to measure color across multiple spaces (Lab*, XYZ, Yxy) and calculate complex color differences (ΔE2000, CMC, etc.) to ensure compliance with requirements.

Intent:
✓ Test the colour and visibility properties on the actual road
✓ Verify that the coating complies with the specified colour tolerances.
✓Provide the customers with data driven evidence of colour accuracy reducing dispute over visual inspection issues

8. Requirements

No	Requirement	Detailed description
1.	Portable Spectrophotometer with 45/0° geometry	**Portable Spectrophotometer used in the testing of paints and coatings:** To analyze reflectance, chromaticity, color values at different color space and specular gloss of fluorescent and non-fluorescent materials. Technical specification: Color Geometry 45/0o Color space: CIE L*a*b*/ L*C*h*. Lab, XYZ, Yxy Color differences formula: ΔE*; ΔE(h); ΔECMC; ΔE94; ΔE2000; ΔE200PF; ΔEDIN6175-2019

		Illuminants; A,C,D50, D55, D65, D75, F2, F6, F7, F8, F10, F11,UL30, CIE 015:2018 LED Illuminants Observe: 2° and 10° Battery with sufficient power Position: Horizontal and Vertical Capacity to measure specular gloss
2	Functionalities	• Providing color data that corresponds best to how the human eye sees color and the Visibility measurement.
3	Electrical	• Working Voltage: Typically, 3.7V to 7.4 V for battery operation
4	Calibration	• Calibration certificate that is traceable to ILAC

9. Mandatory Requirements

No	Criteria	Description and Source of Evidence
1	Meet technical specification	Bidder must submit a brochure and/data sheet of the proposed portable spectrophotometer.
2	Company Track Record	Bidding company must demonstrate experience of successfully delivering portable spectrophotometer or equivalent Bidders must submit refer letter from previous/current clients. Minimum of three (3) references letters are required.
3	Maintenance Plan (After sales support)	Bidder must submit a three-year maintenance plan with confirmation that the service provider will be able to provide online and physical support when required.

NB: Bidders who meet the mandatory requirements will be evaluated further and bidders who do not meet the requirements will be disqualified.

10. Installation

N/A

11. Commissioning

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

- The supplier

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.

12. Training

The supplier to provide training on usage of an equipment, user calibration or verification for 4 people

13. Documentation

Certificate of Conformity/Compliance (CoC)
Calibration Certificate
Factory Acceptance Test (FAT) / Performance Report
Installation Qualification certificate
Commissioning an Instrument
Operational Qualification
User Manuals/Operational Manuals
Maintenance Logs (Recommendations for preventive maintenance and service schedules)

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.

14. 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.

15. Conditions

Equipment is to be operated under room temperature conditions.

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.

16. Timelines

MILESTONES	DATE AND E-MAIL ADDRESS
Closing Date and Time **No late submissions will be accepted.**	**04 December 2026 at 11:00 am**
Method of submission	Responses should be submitted via email Lethabo.Nedondwe@sabs.co.za **Maximum size 14 MB, Proposals/ Bids must be submitted on PDF Files (compressed zipped folder if necessary), Proposals/Bids submitted via a link and/or "we transfer" will not be accepted** *It is the Bidder's responsibility to ensure that the quotation is received on time by SABS.*

17. Preference Points

Only Bidders who meet mandatory requirements will be evaluated further on 80/20 preference points system of 2022. (Pricing 80 points and Specific Goals 20 points)

18. Quotation

The quotation should but not limited to the following:

- All inclusive of VAT
- Transportation cost to SABS Groenkloof (If applicable)
- Disbursement
- Fixed price, where foreign currencies are involved, bidders should make provision for forward cover.

19. Contact information

All enquiries regarding this RFQ must be e-mailed/directed to Lethabo.Nedondwe@sabs.co.za and **012 428 6044**. Bidders must not contact any other SABS' personnel regarding this RFQ, as it may lead to the Bidder's disqualification. Also note that any canvassing by Bidders/Suppliers regarding this RFQ will result in disqualification.

20. Advance payment

The SABS will not make an upfront or advance payment to a successful Bidder. Payment will only be made in accordance to the delivery of service or goods that will be agreed upon by the SABS and the successful Bidder.

21. Responsibility for costs

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

22. Bidder's contractual terms

The SABS will not be bound by any legal or contractual terms as may be included in the Bidder's quotation, in response to this RFQ.

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

1.1 Any person (natural or juristic) may make an offer or offers 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, 1996 (Constitution), and further expressed in the various applicable legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.

1.2 If a person 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. DECLARATION ON EMPLOYMENT BY ORGAN OF STATE

2.1 Is the bidder, or any of the directors / trustees / shareholders / members / partners of the bidder employed by an organ of state, as defined in section 239 of the Constitution? **YES/NO**

2.2 If YES, furnish particulars of the names, individual identity numbers, in the table below:

Full Name	**Identity Number**	**Name of organ of state**

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

2.3.1 If so, furnish particulars:

……
……
……

2.4 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

2.4.1 If so, indicate all companies registered in the CSD in the table below:

Supplier registration number (MAAA)	**Status (active/inactive/deleted)**

Failure to disclose all CSD-registered active companies linked to all Directors will lead to disqualification**.**

3 GENERAL DECLARATION

I, ……, the undersigned, 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 I understand the contents of this disclosure.

3.2 I understand that the accompanying bid will be disqualified if this disclosure is found to be false.

3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor.

3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, 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.

3.1 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

3.2 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to 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.

3.3 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act, 1998 (Act No. 89 of 1998) and or may be referred to law enforcement agencies for criminal investigation and or may be restricted from conducting business with the state for a period not exceeding 10 years in terms of the Prevention and Combating of Corrupt Activities Act, 2004 (Act No. 12 of 2004) or any other applicable legislation.

I CERTIFY THAT THE ABOVE IS CORRECT.

I ACCEPT THAT THE PROCURING INSTITUTION MAY REJECT THE BID OR TAKE APPROPRIATE ACTION AGAINST ME IF THIS DECLARATION IS FALSE.

…… ……

Signature Date

…… ……....

Designation Name of bidder

SBD 6.1

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 IN RESPECT OF THE TENDER AND PREFERENTIAL PROCUREMENT REGULATIONS, 2022

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1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable 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 of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to 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:

80/20 **or** **90/10**

$$Ps = 80\left(1 - \frac{Pt - Pmin}{Pmin}\right) \text{ or } \qquad Ps = 90\left(1 - \frac{Pt - Pmin}{Pmin}\right)$$

Where

Ps = Points scored for price of tender under consideration
Pt = Price of tender under consideration
Pmin = Price of lowest acceptable tender

3.1. 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:

80/20 **or** **90/10**

$$Ps = 80\left(1 + \frac{Pt - Pmax}{Pmax}\right) \text{ or } \qquad Ps = 90\left(1 + \frac{Pt - Pmax}{Pmax}\right)$$

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 the purposes of 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.*)**

Specific Goal	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)
Persons historically disadvantaged on the basis of race	100% black ownership		10		
	75% - 99% black ownership		8		
	60% - 74% black ownership		6		
	51% - 59% black ownership		4		
	0% - 25% black ownership		2		
	0% black ownership		0		
Persons historically disadvantaged on the basis of gender	100% black women ownership		6		
	51% - 99% black women ownership		4		
	30% - 50% black women ownership		2		
	0% black women ownership		0		
Persons historically disadvantaged on the basis of disability	100% owned by persons living with disabilities		4		
	51% - 99% owned by persons living with disabilities		2		
	0% - 50% owned by persons living with disabilities		0		

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm……

4.4. Company……

4.5. registration number: ……

4.6. 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]

4.7. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies 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 in accordance with 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 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 which it has suffered as a result of having to make less favourable 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:	…… …… …… ……

Appendix A – Non-Disclosure Agreement

THIS AGREEMENT is made BETWEEN

The South African Bureau of Standards (SABS), a Public Entity that continues to exist in terms of section 3 of the Standards Act 2008, whose principal place of business is at 1 Dr Lategan Road, Groenkloof, Pretoria, 0001, South Africa.

AND _____("the Supplier") 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 Supplier has received or may receive in future information relating to this **RFQ 202175: SUPPLY, DELIVERY AND COMMISSIONING OF A PORTABLE SPECTROPHOTOMETER** for the South African Bureau of Standards and other related information hereinafter referred to as "Confidential Information".

In consideration of the Supplier to-which the South African Bureau of Standards or any person affiliated with it, including its subsidiary, agent, representative(s) or such related entity may provide Confidential Information in connection with such discussions and/or negotiations to. Therefore, the parties wish to agree as follows:

1. The Supplier will maintain strictly secret and confidential all 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 fulfillin g the Supplier's obligation to the South African Bureau of Standards.
2. The Supplier shall 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 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 Supplier 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 Supplier by a third party who was under no obligation of confidence in respect thereof.

5. The South African Bureau of Standards retains ownership of Intellectual property rights on all material and processes relating to the service provided for and on its behalf by the supplier.

6. The Supplier shall observe its obligations under this agreement until expiry of a period of 12 months from the date of signature.

IN WITNESS, WHERE OF the parties hereto have executed this agreement in duplicate.

For the Bidder

Signed at…… on this……day of..... 2026

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

…… _____ (name)..... (title)

Witness 1. ……

Witness 2. ……

For the SABS

Signed at…… on this……day of..... 2026

On behalf of the SABS, duly authorised thereto .....(signature)

…… _____ (name)..... (title)

Witness 1. ……

Witness 2. ……