



## ENVELOPE A – TECHNICAL PROPOSAL

TENDER NO: STP-12/5/6/1-05-2024

## REQUEST FOR PROPOSAL (RFP) PACK

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FOR THE SUPPLY OF INDUCTIVELY COUPLED PLASMA OPTICAL EMISSION  
SPECTROSCOPY (ICP-OES) FOR  
THE EAST LONDON INDUSTRIAL DEVELOPMENT ZONE SOC LTD CONSULTING  
AND ANALYTICAL LABORATORY

START DATE: 17 May 2024  
CLOSING DATE: 14 June 2024

NAME OF TENDERER: \_\_\_\_\_

TENDERER'S ADDRESS:

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### **CHECKLIST FOR SUBMISSIONS**

ITEM	TICK
<b>Supporting Documentation To Be Submitted</b>	
CIPC Registration	
Proof of Office Location (lease agreement, statement of account from the municipality and/or confirmation of address/clearance from the municipal councilor)	
Accredited Valid Original or Certified B-BBEE Certificate or Letter from an Accountant confirming Annual Turnover for EMES - Sworn Affidavit confirming annual turnover and B-BEE management split of company	
Company Profile	
Valid Tax Clearance Certificate or SARS PIN	
<b>Compulsory Documentation To Be Submitted</b>	
Completed and Signed ELIDZ Procurement Handbook with all relevant supporting documentation (Tax clearance etc.)	
CSD Registration Certificate	
JV Participation Documentation (If applicable)	
Authorized distribution/supplier letter	

**Please Note: All the above documents must be submitted with Envelope A - Technical Proposal.**

**The price schedule and proposed solution costing must be submitted with Envelope B – Financial Proposal.**

## RFP PACK CONTENTS

- 3. **Section C:** Service Level Agreement
- 4. **Annexure 1:** Procurement Handbook



## **SECTION A: General Guidelines**

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FOR THE SUPPLY INDUCTIVELY COUPLED PLASMA OPTICAL EMISSION  
SPECTROSCOPY (ICP-OES) FOR  
THE EAST LONDON INDUSTRIAL DEVELOPMENT ZONE SOC LTD  
CONSULTING AND ANALYTICAL LABORATORY

## 1 EVALUATION CRITERIA AND COMMERCIAL EQUITY GOALS

The East London Industrial Development Zone (ELIDZ) supports national transformation goals and strives to target its procurement to create opportunities for Historically Disadvantaged suppliers and service providers. In awarding this tender, preference will be given to companies with a better rating in terms of contributions towards Broad Based Black Economic Empowerment (BBBEE).

The “tender” will be evaluated in accordance with the ELIDZ Procurement Policy using the 80/20 rule i.e. 80 of evaluation points will be based on price competitiveness and 20 will be based on special goals. The following formula is used:

Calculation of the points for Price:

$$Ps = R \times \left[ \frac{Pt - Pmin}{Pmin} \right]$$

Where:

Ps = Points scored for price of tender under consideration

R = Percentage of the price

Pt = Rand value of tender under consideration

Pmin = Rand value of lowest acceptable tender

R must be up to a maximum of 80

Score Breakdown:

Price (R) = 80 points

Specific goals = 20 points

A maximum of 20 points may be awarded to a tenderer for the specific goal specified for the tender. The points scored for the specific goal must be added to the points scored for price and the total must be rounded off to the nearest two decimal places.

Subject to section 2(1)(f) of the Act, the contract must be awarded to the tenderer scoring the highest points.

Preferential and specific goals shall be as per below may include:

- (a) Historically disadvantaged individuals' companies (51% Black owned)
- (b) Women (51% Black Women Owned) companies.
- (c) Persons with disability
- (d) SMMEs
- (e) Service providers located in Eastern Cape Province

(f) Youth

(g) Any other RDP goal or preference points in favor of historically disadvantaged individuals, may be added  
The tender documents shall stipulate—

(a) the applicable preference point system as envisaged in regulations

(b) the specific goal in the invitation to submit the tender for which a point may be awarded, and the number of points that will be awarded to each goal, and proof of the claim for such goal.

Tenderers are required to submit a Valid original or certified B-BBEE Certificate issued by verification agency accredited by SANS for the Generic Suppliers, for QSE's and EME's Sworn Affidavit signed under oath confirm ownership status. Failure to submit a valid B-BBEE certificate and/or sworn affidavit may result in zero points being awarded for preference.

Unincorporated Joint Ventures are required to compile a consolidated verified BBBEE certificate in order to achieve Preferential Points

The following table shall be used to convert the Specific goals criteria into points.

Table: Specific Goals Points Conversion

Estimated Rand Value inclusive of Vat	Specific Goals and Point allocation
Above R1 000 000 up to R50 000 000	80 points for price
	10 points - 51% and above Black owned suppliers 5 points - 25% up to 50% Black owned suppliers 0 points below 25% Black owned suppliers
	5 points for Eastern Cape Based suppliers 0 points outside Eastern Cape
	1 point for 51% and above Youth owned suppliers
	1 point for 51% and above Women owned suppliers.
	3 points for SMME's (EME or QSE)

#### Specific Goals returnable Documents

Evaluation Criteria	Returnable document
51% and above Black owned suppliers	SANAS accredited BBBEE Certificate/Affidavit
Eastern Cape Based suppliers	Municipality Bill or Lease agreement of any valid proof of address
51% and above Youth owned suppliers	CSD report
51% and above Women owned suppliers.	CSD report
persons with disabilities	BBBEE Certificate/Affidavit/CSD report

Companies with annual turnover less than R10million (Exempted Micro Enterprises or EME's) are automatically awarded a level 4 contributor status, unless the EME is Black Owned (more than 50% black ownership), in which case the enterprise will have a level 2 contributor status. EME which is 100% black owned qualifies for a level 1 contributor. In awarding the EME status, the ELIDZ shall accept a letter from an accounting firm or SARS confirming a company's turnover as less than R10m as well as a sworn affidavit confirming annual turnover and level of black ownership. B-BBEE certificates issued by non-accredited verification agencies will not be accepted as valid proof of a company's B-BBEE status.

The tender will be awarded to the bid with the highest number of points. A tender may be awarded to a bidder that did not score the highest number of points if reasonable and justifiable grounds exist.

Any contract offered by ELIDZ will be based on the correctness of information submitted by the service providers. Any misrepresentation of facts by a service provider may lead to disqualification. Should such misrepresentation be uncovered after the commencement of the contracted work, the ELIDZ reserves the right to terminate the contract and recover all payments made to that service provider and any costs that may have been incurred in the process.

ELIDZ reserves the right to have the tenderer's Black Economic Empowerment Credentials verified by an independent agency. (Procurement Handbook – Annexure: 1 must be fully completed and supplementary information may be completed by service providers with a turnover of less than R10m and be accompanied by letter from an accounting firm or SARS confirming the company's or sworn affidavit turnover is less than R10m

## 2 CONDITIONS OF TENDERING

### General Conditions

#### PLEASE NOTE THE FOLLOWING CONDITIONS ARE APPLICABLE TO ALL TENDERS.

- No briefing meeting, questions relating to the RFP will be accepted until **12h00pm** on the **07 June 2024**. All questions must be submitted to Anathi Mzantsi via e-mail to [anathi@elidz.co.za](mailto:anathi@elidz.co.za). It is the responsibility of the tenderers to do follow-up should there be no response on the question by the set date and time.
- The closing date for this tender is at **12h00** on the **14 June 2024**. All tender documents are to be submitted online at <https://tenderportal.elidz.co.za> before the closing date and time.
- E-mailed, faxed, late, or incomplete proposals will not be considered;
- ELIDZ is not obligated to accept the lowest or any proposal;
- Any expenses incurred by the tenderer in preparing and submitting the proposal will be for the tenderer's account, as the ELIDZ SOC Ltd will not accept any liability in this regard;
- We reserve the right to correct discrepancies and errors as necessary with the consent of the tenderer; however, the value total of the prices shall remain unaltered;
- Proposals which do not comply with the tender conditions, or which are incomplete will, as a general rule, not be considered.
- Tenderers must be registered on CSD database from Treasury.

## 3 SIGNATURES ON TENDERS

All tenders submitted must be signed by that individual, or by someone on his behalf duly authorized hereto and proof of that authority must be attached. All tenders submitted by a company must be signed by a person duly authorized thereto by a resolution of the Board of Directors, a copy of which resolution, duly certified by the Chairman of the company can be submitted with the tender.

If the tender is submitted by a joint venture of more than one person and/or companies and/or firms it shall be accompanied by:

A certified copy of the original document under which the joint venture was constituted. This document must clearly define the conditions under which the joint venture will function, as well as the duration and participation of the several constituent persons and/or companies and/or firms.

A certificate signed by or on behalf of each participating person and/or company and/or firm authorizing the person who signed the tender to do so.

In instances of a joint venture, each participating person and/or company and/or firm must complete and submit Annexure 1 (Procurement Handbook) with the tender together with all profit-sharing percentage information.

#### **4 AREA OF SERVICE/POINT OF DELIVERY**

The delivery of services will be required at the ELIDZ office, Lower Chester Road, Sunnyridge, East London.

#### **5 SPECIAL CONDITIONS APPLICABLE TO THIS CONTRACT**

Service Providers must note the following special conditions of contract will apply to this contract:

Modification of any applicable terms of reference of this contract must be mutually agreed between the parties and reduced to writing.

- VAT: Unless otherwise stated all prices will be inclusive of **Value Added Tax**.
- All services provided must comply and be in accordance with pertinent laws and policies of government.

Where the SERVICE PROVIDER has incurred any liability to the CLIENT, whether arising from or under this Agreement or otherwise howsoever arising, the CLIENT may, without notice to the SERVICE PROVIDER set-off the amount of such liability against any liability of the CLIENT to the SERVICE PROVIDER arising from or under this Agreement, whether either such liability is liquidated or unliquidated, present or future, accrued or contingent, unless otherwise agreed to in writing by the CLIENT.

#### **6 COMPANY PROFILE**

A brief company profile is required, to assist ELIDZ in assessing your capabilities, capacity, and competitive advantages.

#### **7 INADEQUATE SERVICE LEVELS AND PERFORMANCE**

In instances of transgression of a more serious nature, should the ELIDZ during the contract period for any reason regard the Service provider's service levels and performance against this contract as being inadequate or not to the ELIDZ's satisfaction, the details will be reduced to writing, clearly headed "Inadequate performance" and sent to the service provider. In the event that the service provider is unable to remedy the complaints to the ELIDZ's satisfaction within 14 days of such notice of inadequate performance, ELIDZ reserves the right to immediately cancel this contract and recover costs in terms of the Service Agreement. Notice of cancellation shall either be by fax or in writing.

#### **8 SERVICE LEVEL AGREEMENT**

The successful tenderer will be required to enter into a written Service level agreement with the ELIDZ which will be based on the draft Agreement set out herein in Section C, which will include Section A and B

and include such terms and conditions as Management may require or prescribe to give effect to in terms of its legal obligations.

## **9 PRICE BASIS**

ELIDZ requires the tender price to remain firm for the validity period of ninety (90) days after the closing date of the tender. The tender price shall be in South African Rand.

Where prices are subject to variation it must be noted that no prices are to be revised or invoiced, without prior mutual agreement and official modification of the contract.

## **10 PAYMENT TERMS**

A maximum payment processing period of thirty (30) days will be enforced. The thirty-day period is effective from the date a complete claim is received. A complete claim requires the following to be processed:

- Original invoices;
- Original covering letter of approval by the consultant where applicable;
- Original covering letter of approval by the relevant ELIDZ official where applicable.
- Statement of accounts

All information relating to the ELIDZ's customers (and potential customers), systems, operating procedures etc. is confidential and to this end, the successful tenderer will be required to enter into a Confidentiality Agreement with the ELIDZ.

## **11 SUFFICIENCY OF TENDER**

The tenderer shall satisfy itself before tendering, as to the correctness and sufficiency of its tender for the project. The tenderer shall ensure that the rates and prices it has stated in the schedules cover all the obligations included in the tender and sufficient for the proper completion of the project.

## **12 TENDERER'S CONDITION**

All tenderers shall be deemed to have waived, renounced and abandoned any terms and conditions printed or written upon any stationery used by the tenderer for the purpose of, or in connection with the submission of this tender.

In the event that the successful Bidder has been awarded the contract with value above R 5 000 000.00 for the same goods/services on a consecutive basis, the successful Bidder will be required to submit a Supplier development plan for SMMEs to be agreed with the ELIDZ.

Where there is no designated sector, ELIDZ may decide to include a specific bidding condition that only locally produced goods or services with a stipulated minimum threshold for local production and content,

will be considered, on condition that such prescript and threshold(s) are in accordance with the specific standards determined by the DTI in consultation with the National Treasury.

### **13 DISQUALIFICATION**

Respondents are advised that should there be any contact with ELIDZ staff and the Adjudication Team which could in any way be seen or deemed to constitute a conflict of interest, bribe or otherwise influence the process and the outcome thereof, will result in immediate disqualification.

It must be stressed that any queries relating to this tender must be in writing and within the period of one week from the date of the briefing session, and must be addressed to the Project Manager only. Respondents are not to communicate in any manner or form whatsoever with members of ELIDZ personnel about the RFP until the winning service provider has been selected and such selection has been formally communicated to the public. Any such communications by Respondents with ELIDZ personnel or with persons other than the Project Manager may prejudice a Respondent and may lead to disqualification from consideration for selection. The ELIDZ cannot accept responsibility for the accuracy of any information obtained outside the formal communication process as stipulated.

Any misrepresentation, in particular as it relates to the truthfulness of involvement of HDI's at both ownership level, management and operational level will also result in immediate disqualification.

### **14 SHERQ COMPLIANCE (IF APPLICABLE)**

Before starting work, the successful service providers must produce the following for approval:

1. Project specific Safety, Health & Environmental (SHE) Risk assessments, a. SHE Risk assessments to include activity specific risks, service providers risk to the ELIDZ and the ELIDZ risk to them;
2. SHE plans and safe work procedures must be developed to respond to project specific activities as well as to identified risks: for example (waste management plans, fall protection plans etc.);
3. List of applicable PPE required;
4. Letters of Good standing with workman's compensation where applicable;
5. Applicable legal appointments - as required;
6. List of chemicals and related Material Safety Data Sheets;

All of the above must be included in a SHE file together with:

1. Copy of scope of work;
2. Copy of appointment;
3. PPE issue register;
4. Requisite training / competency certificates where applicable;
5. Medicals as applicable to the nature of the work (for example, there must be medicals for employees who will be working at heights to confirm that they are fit to work at heights);

## 15 ACCEPTANCE OF TENDER IN WHOLE OR IN PART

The ELIDZ reserves the right to accept the complete tender as submitted by the tenderer or alternatively, to accept only specific “areas of work” (or parts of “areas of work”) of the tender as it sees fit.

Accordingly, tenderers are advised to ensure that all prices submitted against each “area of work” are sufficient to cover the tenderer’s entire obligation as defined in these documents, required to provide each specific “area of work”.

## 16 SUPPORTING DOCUMENTATION TO BE SUBMITTED

ITEM	TICK
CIPC Registration	
Proof of Office Location (lease agreement, statement of account from the municipality and/or confirmation of address/clearance from the municipal councilor)	
Accredited Valid Original or Certified B-BBEE Certificate or Letter from an Accountant confirming Annual Turnover for EMES - Sworn Affidavit confirming annual turnover and B-BEE management split of company	
Company Profile	
Valid Tax Clearance Certificate or SARS PIN	

## 17 COMPULSORY DOCUMENTATION TO BE SUBMITTED

The following documentation is considered as compulsory documentation and is required to be submitted with your tender. Failing to submit the compulsory documentation will lead to disqualification due to non-responsiveness.

ITEM	TICK
<b>Compulsory Documentation To Be Submitted</b>	
Completed and Signed ELIDZ Procurement Handbook with all relevant supporting documentation (Tax clearance etc.)	
CSD registration certificate	
JV Participation Documentation (JV agreement, consolidated BBBEE certificate, if applicable)	
Authorized distribution/supplier letter	

## **18 POPIA**

By submitting this tender, the bidder hereby consents to providing the ELIDZ with personal information as provided in the Protection of Personal Information Act 2013 (POPIA).

The ELIDZ undertakes to:

1. It will take all reasonable steps and precautions to preserve the integrity of bidders Personal Information and to prevent any corruption or loss of such data.
2. It will not do any of the following: copy, compile, collect, collate, process, store, transfer, alter, delete, interfere with or in any other manner use the bidders Personal Information as described in the Act for any purpose other than with the express prior written consent of the bidder.
3. Utilize the personal information provided for the purposes of assessment of the tender submitted by the bidder and contracting with the successful bidder as the case may be.
4. It will immediately inform the bidder in writing if any Personal Information relating to it has been compromised. The ELIDZ undertakes to immediately inform the bidder in writing as to how it will manage such compromise and what steps will be taken to rectify the situation.
5. Due and reasonable care of the bidder's personal information and not to share the said personal information with any third party unless you have authorised such disclosure or the release of such information is required by law.
6. At all times strictly comply with its obligations under Data Protection Legislation.
7. Subject to legislative, regulatory, contractual and other legitimate conditions, the respective bidder has certain rights in terms of how their information is processed. The bidder can request access to information or guidance on how to lodge a complaint from or direct a request to exercise afforded rights to the ELIDZ Information Officer, or his/her deputy/ies, or the Information Regulator.
8. It will maintain guidelines, policies or procedures for the retention or destruction of data and will retain it only as long as necessary for the identified purposes or to meet legal requirements or policies.
9. Shall implement and maintain, at its cost and expense, appropriate, reasonable technical and Organisational It measures to prevent loss of damage to or unauthorised destruction of Personal Information and unlawful access to or Processing of Personal Information

The ELIDZ shall not incur any liability for costs, loss or damage arising from the use of inaccurate or incomplete data provided by or on behalf of the bidder.

## **19 METHOD OF SUBMISSION**

The RFP document will be available for download at no cost on [www.elidz.co.za](http://www.elidz.co.za) at **12h00** (Noon) on the **17 May 2024** from the East London Industrial Development Zone website: [www.elidz.co.za](http://www.elidz.co.za) under Opportunities >> Tenders All tender documents are to be submitted online at <https://tenderportal.elidz.co.za>  
No late tenders will be accepted.

Telegraphic, telephonic, telex, facsimile and e-mail tenders will not be accepted.

For the attention of: Unathi Mzantsi: SCM Officer at [anathi@elidz.co.za](mailto:anathi@elidz.co.za)

The ELIDZ reserves the right:

1. To negotiate with the successful tenderer and/or
2. modify the RFP's goods / service(s) and request Respondents to re-bid on any changes;
3. reject any Proposal which does not conform to instructions and specifications which are detailed herein;
4. disqualify Proposals submitted after the stated submission deadline;
5. disqualify Proposals submitted that do not meet the goods or services specifications;
6. not necessarily accept the lowest priced Proposal;
7. reject all Proposals, if it so decides;
8. place an order in connection with this Proposal at any time after the RFP's closing date;
9. split the award of the order/s between more than one Supplier/Service Provider; or
10. make no award at all or
11. award a portion of the order to a service provider.
12. ELIDZ reserves the right not to award business to the highest scoring bidder/s where objective criteria justify the award to another bidder.
13. The ELIDZ does not bind itself to accept your (or any) proposal, nor will it disclose any information regarded as confidential.



## **SECTION B: Requirements Specification**

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FOR THE SUPPLY INDUCTIVELY COUPLED PLASMA OPTICAL EMISSION SPECTROSCOPY  
(ICP-OES) FOR  
THE EAST LONDON INDUSTRIAL DEVELOPMENT ZONE SOC LTD CONSULTING AND  
ANALYTICAL LABORATORY

## Table of Contents

<u>CHECKLIST FOR SUBMISSIONS</u> .....	2
Please Note: All the above documents must be submitted with Envelope A - Technical Proposal. ....	2
The price schedule and proposed solution costing must be submitted with Envelope B – Financial Proposal. ....	2
<b>1. Introduction</b> .....	<b>17</b>
1.1. The scope of this RFP includes the following: .....	17
<b>2. Considerations</b> .....	<b>17</b>
2.1. Requirements Considerations .....	17
2.2. Financial Considerations.....	17
2.3. Time Constraints .....	17
2.4. Area of Service and Facilities .....	17
<b>3. Detailed Requirements</b> .....	<b>17</b>
3.1. Bill of Materials .....	16
3.2. Maintenance Duration .....	19
<b>4. Response Format</b> .....	<b>19</b>
4.1. Company Profile.....	19
4.2. Understanding of Business Requirements .....	19

## 1. Introduction

### 1.1. The scope of this RFP includes the following:

The East London IDZ would like to appoint a suitably qualified and competent service provider for the supply inductively coupled plasma optical emission spectroscopy (ICP-OES) for our laboratory.

## 2. Considerations

### 2.1. Requirements Considerations

This tender requires the submission of the full bill of materials as stipulated below. Any submission that does not confirm supply of the full bill of materials will be considered non-responsive.

### 2.2. Financial Considerations

Payment milestones will be attached to the service level agreement.

### 2.3. Time Constraints

The East London Industrial Development Zone would like this project to commence after provision of the award letter

### 2.4. Area of Service and Facilities

The delivery of services will be required at the East London IDZ offices, Lower Chester Road, Sunnyside, East London. We currently have no remote or branch offices.

## 3. Detailed Requirements

### 3.1. Scope of work

Supply ICP-OES. Including delivery, installation, commissioning, and training at ELIDZ.  
The instruments should have the following capabilities.

- Automation that accelerates elemental sample throughput
- Robust single method determination of major and trace elements in foodstuffs
- Analysis of water samples (drinking water, ground water, surface water, effluent water and sea water)
- Fast, accurate, and robust analysis of environmental samples
- Analysis of elemental contaminants in beverage samples
- Ability to detect lower limits to ppb.

### 3.2. Maintenance Duration

Provide a 2 year maintenance plan that will include the following

One (1) scheduled Preventative Maintenance (PM) visit.

Engineer labour and travel included during the one (1) scheduled PM visits.

Kit of basic parts required for the one (1) routine Preventive Maintenance visit.

Coverage provided during normal business hours, 5 days a week, excluding Weekends and Holidays.

48-Hour or less response time is provided for on-site emergency visits

## 4. Response Format

### 4.1. Company Profile

- Provide an overview of your company profile.
- Authorized distribution/supplier letter

Please forward any queries to: Anathi Mzantsi at the following contact details:

E-mail: [anathi@elidz.co.za](mailto:anathi@elidz.co.za)

Tel: (043) 702 8200

Fax: (043) 702 8251



## ANNEXURE 1

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PROCUREMENT HANDBOOK