



BID NO: RFP03/22

APPOINTMENT OF A SERVICE PROVIDER FOR THE SUPPLY, INSTALLATION, MAINTENANCE AND SUPPORT OF AN INTEGRATED VIDEO AND SECURITY MANAGEMENT SOLUTION, AT ITHALA DEVELOPMENT FINANCE CORPORATION LIMITED FOR A PERIOD OF 5 YEARS

CLOSING DATE: 17 January 2023 at 11:00 am

Issued by:

Ithala Development Finance Corporation Limited
29 Canal Quay Road (for GPS 29 Signal Road),
Point Waterfront
Durban

Procurement Enquires:

Supply Chain Management Unit
Email: tenders@ithala.co.za
Tel: 031 907 8911

Name of Bidder:

For any complaints regarding our supply chain management abuses please contact Larissa Warren at 031 907 8610 or email Complaints@ithala.co.za alternatively you can lodge an anonymous complaint at our toll-free hotline number 0800 0048 23

REQUEST FOR PROPOSAL

**ITHALA DEVELOPMENT FINANCE CORPORATION LIMITED, 29 CANAL QUAY ROAD, POINT,
DURBAN (FOR GPRS 29 SIGNAL ROAD)** (Hereinafter referred to as ("Ithala"))

BID NUMBER:	RFP03/22
CLOSING DATE:	17 January 2023
TIME:	11:00am
DESCRIPTION:	APPOINTMENT OF A SERVICE PROVIDER FOR THE SUPPLY, INSTALLATION, MAINTENANCE AND SUPPORT OF AN INTEGRATED VIDEO AND SECURITY MANAGEMENT SOLUTION, AT ITHALA DEVELOPMENT FINANCE CORPORATION LIMITED FOR A PERIOD OF 5 YEARS

Compulsory

DATE:	08 December 2022 at 11:00am Compulsory briefing session (including site inspection) to be held at Ithala Trade Centre (Knowledge Centre), bidders are requested to email tenders@ithala.co.za by no later than 03 August 2022 to register their interest. Service providers are required to sign an NDA (Mutual Non-Disclosure Agreement) with Ithala.
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C.1 TENDER NOTICE AND INVITATION TO TENDER

APPOINTMENT OF A SERVICE PROVIDER FOR THE SUPPLY, INSTALLATION, MAINTENANCE AND SUPPORT OF AN INTEGRATED VIDEO AND SECURITY MANAGEMENT SOLUTION, AT ITHALA DEVELOPMENT FINANCE CORPORATION LIMITED FOR A PERIOD OF FIVE (05) YEARS

The physical address for collection of tender documents is:

To minimise interaction and prevent the further spreading of the COVID -19 pandemic, which was declared a national state of disaster, the documents can be obtained from National Treasury **e-tender portal and Ithala website.**

Submission of Bids:

One original copy and one electronic soft (USB) copy of the bid document must be submitted,

The proposals shall be submitted in sealed envelopes delivered at Ithala Trade Centre, 29 Canal Quay Road (for GPS use 29 Signal Road), Point, Durban and should be deposited in the box located at the reception. The closing time for receipt of tenders is **17 January 2023 @11h00.**

Telegraphic, telephonic, telex, facsimile, e-mail, and late tenders will not be accepted. It is important to note that all bids lodged will be examined to determine compliance with the bidding requirements and conditions. Bids with obvious deviation from the requirements, will be eliminated.

Technical and administrative queries relating to these documents may be addressed in writing only quoting the Bid No. for attention: Supply Chain Management Unit by email to tenders@ithala.co.za

Tenders may only be submitted on the original tender documentation that is issued by Ithala written in black ink.

Ithala does not bind itself to accept the lowest or any bid and consider any bid for appointment.

**PART A
INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	RFP03/21	CLOSING DATE:	17 January 2023	CLOSING TIME:	11am
DESCRIPTION	APPOINTMENT OF A SERVICE PROVIDER FOR THE SUPPLY, INSTALLATION, MAINTENANCE AND SUPPORT OF AN INTEGRATED VIDEO AND SECURITY MANAGEMENT SOLUTION, AT ITHALA DEVELOPMENT FINANCE CORPORATION LIMITED FOR A PERIOD OF FIVE (05) YEARS				
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	SCM		CONTACT PERSON	SCM	
TELEPHONE NUMBER	0319078911		TELEPHONE NUMBER	0319078911	
FACSIMILE NUMBER	N/A		FACSIMILE NUMBER	N/A	
E-MAIL ADDRESS	tenders@ithala.co.za		E-MAIL ADDRESS	tenders@ithala.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	B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No
[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					
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]		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]
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE A BRANCH IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
NO	
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	<input type="checkbox"/> YES <input type="checkbox"/> 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.	

PART B
TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
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.
1.3. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).
2. TAX COMPLIANCE REQUIREMENTS
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
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.
2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
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.
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."

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:

C.2 INTRODUCTION

Ithala is a Development Finance Corporation operating within the confines of the KZN Ithala Development Finance Corporation Act, No 5 of 2013.

Our VISION is “To be the catalyst for growth, economic development and empowerment” and our MISSION is “To drive economic development and empowerment whilst remaining financially sustainable”.

We enable, develop, promote and implement innovative investment and transformation solutions to advance sustainable Black Economic Empowerment.

The objectives of Ithala are to promote, support and facilitate social and economic development in the Province of Kwa-Zulu Natal (KZN) by:

1. Mobilising financial resources and providing financial and supportive services to persons domiciled, ordinary resident, or carrying on business within the KZN Province
2. Planning, executing, financing and monitoring the implementation of development projects and programmes in the province of KZN
3. Promoting, assisting, and encouraging the development of the province’s human resources and its social, economic, financial, and physical infrastructure
4. Promoting, encouraging, and facilitating private sector investment in the province and the participation of the private sector and community organisations in development projects and programmes and in contributing to economic growth and development generally
5. Acting as the Government’s agent for performing any development related tasks and responsibilities that the government considers may be more effectively performed by a corporate entity

Our primary mandate is implemented by our two operating divisions and a subsidiary with an external market focus, namely:

1. Properties
2. Business Finance
3. Ithala SOC Limited

The quality, price and service that we provide our customers can only be as good as what we receive from our service providers.

We strive for continuous improvement in our critical business areas and seek to establish relationships with suppliers that are equally passionate in their quest for better quality, price and service. By exceeding our requirements and expectations, you will not only ensure that you maintain the current business; you will be positioning yourself for future business within Ithala.

PROCUREMENT PHILOSOPHY

It is the policy of Ithala, when purchasing goods and obtaining services, to follow a course of optimum value and efficiency by adopting best purchasing practices in supply chain management, ensuring that open and fair competition has prevailed, with due regard being had to the importance of:

- a) The promotion, development and support of businesses from disadvantaged communities (small, medium, micro enterprises, as well as established businesses within those communities) in terms of its BBBEE Policy.
- b) The promotion of national and regional local suppliers and agents before considering overseas suppliers; and
- c) The development, promotion and support for the moral values that underpin the above, in terms of Ithala’s Business Ethics and Guidelines which requires that all commercial conduct be based on ethical and moral values and sound business practice. This value system governs all commercial behaviour within Ithala.

C3 CONDITIONS OF BID AND CONTRACT

	Conditions	Confirmation			
		Yes	No	Noted	If no, indicate deviation
1.	GUIDELINE ON COMPLETION				
1.1	Bidders must indicate compliance or non-compliance on a paragraph-by-paragraph basis. Indicate compliance with the relevant bid requirements by marking the YES box and non-compliance by marking the NO box. If the contents of the paragraph only need to be noted, please mark the NOTED box. The bidder must clearly state if a deviation from these requirements are offered and the reason, therefore. If an explanatory note is provided, the paragraph reference must be attached as an appendix to the bid submission. Bids not completed in the manner prescribed may be considered incomplete and rejected. Should bidders fail to indicate agreement/compliance or otherwise, Ithala will assume that the bidder is not in compliance or agreement with the statement(s) as specified in this bid.				
2.	CONTRACT AGREEMENT				
2.1	The Ithala Service Level Agreement will be the only contract signed by both parties and will form the basis of this contract. Ithala's standard terms and conditions will not be negotiated.				
3.	ADDITIONAL INFORMATION REQUIREMENTS				
3.1	During evaluation of the bids, additional information may be requested in writing from bidders. Replies to such request must be submitted, within 5 (five) working days or as otherwise indicated. Failure to comply, may lead to the bid being disregarded.				
3.2	Bidders will be evaluated on each main service category.				
4.	CONFIDENTIALITY				
4.1	The bid and all information in connection therewith shall be held in strict confidence by bidders and usage of such information shall be limited to the preparation of the bid.				
4.2	All bidders are bound by a confidentially agreement preventing the unauthorised disclosure of any information regarding Ithala or of its activities to any other organisation or individual. The bidders may not disclose any information, documentation, or products to other clients without written approval of the accounting authority or the delegate.				

5.	INTELLECTUAL PROPERTY, INVENTIONS AND COPYRIGHT	Yes	No	Noted	If no, indicate deviation
5.1	Copyright of all documentation relating to this assignment belongs to Ithala. The successful bidders may not disclose any information, documentation, or products to other clients without the written approval of the accounting authority or the delegate.				
5.2	All the intellectual property rights arising from the execution of this Agreement shall vest in Ithala and the service provider undertakes to honour such intellectual property rights and all future rights by keeping the know-how and all published and unpublished material confidential.				
5.3	In the event that the service provider would like to use any information or data generated in terms of the Services, prior written permission must be obtained from Ithala.				
5.4	Ithala shall own all materials produced by the service provider during the course of, or as part of the Services including without limitation, deliverables, computer programmes (source code and object code), programming aids and tools, documentation, reports, data, designs, concepts, know-how and other information whether capable of being copyrighted or not ("IP") which IP Ithala shall be entitled to freely cede and assign to parties nominated by Ithala.				
6	PAYMENTS				
6.1	Ithala will pay the service provider for the actual services rendered in line with the contract.				
6.2	The service provider shall from time to time during the duration of the contract, invoice Ithala for the services rendered. No payment will be made to the service provider unless an invoice complying with section 20 of VAT Act No 89 of 1991 has been submitted to Ithala.				
6.3	Payment shall be made into the bidder's bank account or per cheque payment normally 30 days after receipt of an acceptable, valid invoice. (Banking details must be submitted as soon as this bid is awarded).				
7	NON-COMPLIANCE WITH DELIVERY TERMS				
7.1	As soon as it becomes known to the service provider that he will not be able to deliver the goods/services within the delivery period and/or against the quoted price and/or as specified, Ithala must be given immediate written notice to this effect. Ithala reserves the right to implement remedies				

	as provided for in the service level agreement to be entered into with service provider.				
8	WARRANTIES	Yes	No	Noted	If no, indicate deviation
8.1	The service provider warrants that: It is able to conclude this Agreement to the satisfaction of Ithala.				
8.2	Although the service provider will be entitled to provide services to persons other than Ithala, the service provider shall not without the prior written consent of Ithala, be involved in any manner whatsoever, directly or indirectly, in any business or venture which competes or conflicts with the obligations of the contractor to provide the Services.				
9.	PARTIES NOT AFFECTED BY WAIVER OR BREACHES				
9.1	The waiver (whether express or implied) by any Party of any breach of the terms or conditions of this Agreement by the other Party shall not prejudice any remedy of the waiving party in respect of any continuing or other breach of the terms and conditions hereof				
9.2	No favour, delay, relaxation or indulgence on the part of any Party in exercising any power or right conferred on such Party in terms of this Agreement shall operate as a waiver of such power or right nor shall any single or partial exercise of any such power or right under this Agreement.				
10	SUBMITTING BIDS				
10.1	Supply Chain Management (SCM)				
10.2	An original and soft (usb) copy must be delivered to: ITHALA TRADE CENTRE 29 Canal Quay Road Point Waterfront, Durban And inserted into the Bid box Closing date: 17 January 2023 at 11h00am				
11	LATE BIDS				
11.1	Late submissions will not be accepted. A submission will be considered late if it arrived one second after 11:00 or any time thereafter. The bid (tender) box shall be locked at exactly 11:00 and bids arriving late will not be accepted under any circumstances. Bidders are therefore strongly advised to ensure that bids be dispatched allowing enough time for any unforeseen events that may delay the delivery of the bid.				

12.	BID CLARIFICATIONS				
12.1	Any clarification required by a bidder regarding the meaning or interpretation of the Terms of Reference, or any other aspect concerning the bid, is to be requested in writing (by email). Please make reference to Bid Notice and Invitation to Tender page of this bid pack for contact details. The bid number should be mentioned in all correspondence. Telephonic requests for clarification will not be accepted. If appropriate, the clarifying information will be made available to all bidders by e-mail only				
13.	FORMAT OF BIDS	Yes	No	Noted	If no, indicate deviation
13.1	Bidders must complete all the necessary bid documents and undertakings required in this bid document. Bidders are advised that their proposal should be concise, written in plain English and simply presented.				
14.1	PART 1: INVITATION TO BID (FORM C1)				
14.2	PART 2: RFP SUMMARY AND DETAILS (FORM C5 & C16)				
14.3	PART 3: COMPLIANCE TO SPECIAL CONDITIONS OF BID AND NOTING OF EVALUATION CRITERIA (FORM C3)				
	Bidders must complete C3. Indicating compliance/non-compliance or noted. In case of non-compliance details and referencing to the specific paragraph is required.				
14.4	PART 4: SARS TAX CLEARANCE CERTIFICATE (FORM C10)				
	The bidder must be compliance with SARS and such information will be verified with Central Supplier Database (CSD). In case of a consortium/ joint venture, or where sub-contractors are utilised, each consortium/ joint venture member and/or sub-contractor (individual) must be in compliance with SARS and the information will be verified on Central Supplier Database (CSD).				
14. 5	<u>PART 5: (FORM C4, C11)</u> Certificate of Authority to Sign a Bid Declaration of Interest				
14.5.1	Bidders must complete and submit the Declaration forms. A bidder must complete the relevant part of the document and it must indicate who is delegated to communicate or deal with Ithala. Any other irrelevant sections to the tendering entity must be marked 'N/A'.				
14.5.2	Bidders must submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African				

	National Accreditation System (SANAS) or Sworn Affidavit (as attested by the Commissioner of Oaths.				
14.5.3	For a consortium or joint venture: A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity , provided that the entity submits their B-BBEE status level certificate. A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity , provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid				
14.6	PART 6: JOINT VENTURE/CONSORTIUM AGREEMENT (FORM C4)	Yes	No	Noted	If no, indicate deviation
14.6.1	A copy of the joint venture/consortium agreement must be included.				
14.7	PART 7: TECHNICAL PROPOSAL/FUNCTIONALITY PROPOSAL (FORM C9)				
14.7.1	Bidders must, at least:				
14.7.1.1	Describe, in detail, exactly how they propose to carry out the activities to achieve the outcomes identified in the terms of reference. They should identify any possible problems that might hinder delivery and indicate how they will avoid or overcome such problems.				
14.7.2	The bidder must confirm, by providing letters of reference including contact details, for the previous, current or ongoing projects of similar nature. This will be verified by Ithala.				
14.7.3	The proposal of the bidders should be detailed to the bidders understanding of the scope of work and outline the proposed methodology approach and plan.				
14.8	PART 8: DEVIATIONS FROM REQUEST FOR BID (FORM C13)				
14.8.1	Please indicate deviations or modifications to this Request for Bid on form C13				
14.8.2	If no deviations are required, please mark the form “Nil” and sign				
14.9	PART 9: PRICING SCHEDULE (FORM C8)				

14.9.1	Any budget amount that may be indicated in this document shall be deemed to be a guide only and bidders are expected to submit a costing that is fair and reasonable.				
14.9.2	A proposed pricing schedule with one of the specified elements (fees and reimbursable costs) omitted from the costing, may be considered non-responsive.				
14.10	PART 10: PROCUREMENT TIMELINES (FORM C6)	Yes	No	Noted	If no, indicate deviation
14.10.1	This part of a bid documents informs bidders when the bid process is expected to be finalised. It may not necessarily be followed.				
14.10.2	Terms of reference (TOR) are the requirements by Ithala. When a proposal is submitted, a bidder must be certain that TOR are understood and has the capacity to offer a specified service.				
14.11	PART 11: ANNEXURES				
14.11.1	Bidder must insert all their additional annexures in part 11. This can include professional registrations, insurances etc.				
14.12	VAT				
14.12.1	Ithala is a VAT Vendor. Prices quoted must include VAT (where applicable).				
14.12.2	Ithala reserves the right to request the preferred bidder to register for VAT if the award is anticipated to be more than R1m for 12 conservative months as the VAT Act requires. Kindly ensure the percentage/amount for VAT is included in your bid pricing at the bidding stage should you not be registered for VAT and your bid price equals to or exceeds R1m for 12 conservative months				
15	NEGOTIATION				
15.1	Ithala has the right to enter into negotiation with a prospective contractor regarding any terms and conditions, including price(s), of a proposed contract.				
15.2	Ithala shall not be obliged to accept the lowest or any financial offer or proposal. Furthermore, Ithala reserve the right not to award the tender to highest ranking bidder in terms of PPPFA.				
15.3	All bidders will be informed whether they have been successful or not. A contract will only be deemed to be concluded when reduced to writing in a contract form signed by the designated responsible person of both parties.				
16	DOMICILIUM				

16.1	The parties hereto choose <i>domicilium citandi et executandi</i> for all purposes of and in connection with the final contract as follows:				
	Ithala Development Finance Corporation Limited Ithala Trade Centre 29 Canal Quay Road (for GPS 29 Signal Road) Point Waterfront Durban				
17	COST OF BID PREPARATION	Yes	No	Noted	If no, indicate deviation
17.1	Bidders shall prepare and submit a bid at their own expense.				
18.	SITE INSPECTIONS				
18.1	Ithala reserves the right to do site inspections of bidders to establish suitability of properties, vehicles, etc. to perform services effectively and efficiently				
19	BID VALIDITY PERIOD				
19.1	Bid will be valid for a period of 90 days				
19.2	Hold the tender offer(s) valid for acceptance by the employer at any time during the validity period stated in the tender data after the closing time stated in the tender data.				
19.3	If requested by the employer, consider extending the validity period stated in the tender data for an agreed additional period.				
20	ISSUE ADDENDA				
20.1	If necessary, issue addenda that may amend or amplify the tender documents to each tenderer during the period from the date that tender documents are available until seven days before the tender closing time stated in the Tender Data. If, as a result a tenderer applies for an extension to the closing time stated in the Tender Data, the Employer may grant such extension and, shall then notify those tendering entities appearing on the attendance list				
20.2	Tenderers must sign the attendance list in the name of the tendering entity. Addenda will be issued to and tenders will be received only from those tendering entities appearing on the attendance list				
20.3	Acknowledge receipt of addenda to the tender documents, which the employer may issue.				
21	SUBMITTING OF FRAUDULENT DOCUMENTS				
21.1	Ithala will disregard the bid of any bidder if that bidder or any of its directors have abused the institution's supply				

	chain management system and or committed fraud or any other improper conduct in relation to such system.				
21.2	Ithala will list bidders/ directors in the list of restricted suppliers and they will not conduct any business with an organ of state.				

C.4 CERTIFICATE OF AUTHORITY TO SIGN A BID

Indicate the status of the tenderer by ticking the appropriate box hereunder. The tenderer must complete the certificate set out below for the relevant category.

(I) COMPANY	(II) CLOSE CORPORATION	(III) PARTNERSHIP	(V) SOLE PROPRIETOR	(VI) JOINT VENTURES

i. CERTIFICATE FOR COMPANY

I,, chairperson of the Board of Directors of, hereby confirm that by resolution of the Board (copy attached) taken on 20....., Mr/Ms, acting in the capacity of, was authorised to sign all documents in connection with this tender and any contract resulting from it on behalf of the company.

Chairman:

As Witnesses:

Date:

ii. CERTIFICATE FOR CLOSE CORPORATION

We, the undersigned, being the key members in the business trading as.....

..... Hereby authorise Mr/Ms..... acting in the capacity of

....., to sign all documents in connection with the tender for

Contract No: and any contract resulting from it on our behalf.

NAME	ADDRESS	SIGNATURE	DATE
------	---------	-----------	------

Note: This certificate is to be completed and signed by all of the key members upon whom rests the direction of the affairs of the Close Corporation as a whole.

iii. CERTIFICATE FOR PARTNERSHIP

We, the undersigned, being the key partners in the business trading as,
..... hereby authorize Mr/Ms.
acting in the capacity of, to sign all documents in
connection with the tender for Contract No and any contract resulting from it on our
behalf.

NAME	ADDRESS	SIGNATURE	DATE

Note: This certificate is to be completed and signed by all of the key partners upon whom rests the direction of the affairs of the Partnership as a whole.

iv. **CERTIFICATE FOR SOLE PROPRIETOR**

I,, hereby confirm that I am the sole owner of the
business trading
as.....

Signature of Sole owner:

As Witnesses:

1.....

2.....

Date:

v. **CERTIFICATE OF AUTHORITY FOR JOINT VENTURES**

This Returnable Schedule is to be completed by **EACH member** of a joint venture submitting a tender.

We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorise Mr/Ms....., authorised signatory of the Company.....acting in the capacity of lead JV partner, to sign all documents in connection with the tender offer and any contract resulting from it on our behalf as a joint venture.

NAME OF JV ORGANIZATION.....

ADDRESS:

.....

.....

DULY AUTHORISED SIGNATORY NAME

DESIGNATION:

SIGNATURE

DATE:.....

C.5 CERTIFICATE OF ATTENDANCE AT COMPULSORY BRIEFING SESSION

This is to certify that (Company Name)

.....

of (address)

..... was represented by the person(s)

named below at the compulsory meeting held for all bidders at: -

Date	Time	Venue
08 December 2022	11h00	Ithala Trade Centre (Knowledge Centre), 29 Signal Road Point, Waterfront Durban

I / We acknowledge that the purpose of the meeting was to acquaint myself / ourselves with the requirements and / or matters incidental to doing the work specified in the tender documents in order for me / us to take account of everything necessary when compiling our rates and prices included in the tender.

Bidder's representative attending the meeting:

Name: Signature:

Capacity:

Confirmed by the Ithala's representative

Name: Signature:

Capacity:

C.6 PROCUREMENT TIMELINES

PROCUREMENT TIMELINE	DATE	TIME
RFP Release Date	28 November 2022	16:00
Compulsory briefing session	08 December 2022	11:00
Written questions of clarification – closing date	06 January 2023	16:00
Written response to all clarifications	11 January 2023	16:00
Service Provider Proposals Due	17 January 2023	11:00
Completion of Bid Evaluations	16 February 2023*	16:00
Anticipated letter of Award	17 March 2023*	16:00
Commencement Date	20 March 2023*	09:00

***Indicative dates**

C.7 TERMS OF REFERENCE:

1. PURPOSE

Ithala Development Finance Corporation (Ithala) requests proposals from suitable service providers to supply and install an integrated video and security management solution, the first phase will be the implementation of the integrated video and security management solution (installation and commissioning of equipment). The service provider is also required to provide support and maintenance post implementation as the second phase.

2. BACKGROUND

Ithala's existing solution includes Cathexis video management software, Hikvision cameras, Impro access control solution (including biometric readers), and stand-alone temperature scanners.

Ithala wishes to implement a solution with features including:

- An IP-based solution using Ithala's existing IT data network
- An integrated solution with support for video, fire, elevator, fence, access control, alarm, intercom management, and other 3rd party solution integration
- Central, remote and mobile management for all Ithala's properties in the future (However, this request is only to supply and implement the solution at Ithala head office: 29 Canal Quay Road, Durban)
- Health monitoring including social distancing, temperature and mask detection
- Facial recognition, number plate recognition, and other video analytics
- Indoor and outdoor cameras
- A solution with high availability/failover.

3. SCOPE OF SERVICES

The scope include:

- Supply and implement an integrated video and security management solution
- Supply and install new cameras
- Supply and install an NVR (network video recorder) solution
- Supply and install a control room/video wall
- Supply other computer hardware, network equipment and accessories to host solution
- Integrate with existing access control system
- Integrate with fire management equipment
- Integrate with intercoms
- Integrate with time and attendance
- Implement facial and number plate recognition, and other video analytics
- Perpetual licensing, maintenance, and support for the duration of the contract.

4. DELIVERABLES

The deliverables include:

- Cameras
- Integrated video and security management
- Control room/Video wall
- Access control
- Integration
- Infrastructure

5. CONTRACT PERIOD

The contract period includes the implementation period, support and maintenance for 05 years.

6. EVALUATION

6.1. MANDATORY REQUIREMENTS

The following table list mandatory requirements that the bidder will need to provide required proof thereof, may also substantiate or add any clarity in the third column.

#	Question	Components	Substantiate/ Indicate in RFP Response
1	The bidder is a certified original equipment manufacturer (OEM) or accredited/approved partner/reseller of the proposed solution.	Provide proof of current and valid registration as an Authorised Reseller/Dealer with the Original Equipment Manufacturer (OEM).	
2	The solution must have a 60 - month warranty	Provide a letter from OEM(s) that confirms.	
3	The solution must be supplied with a 60-month service level agreement with a 24 hour or less response time.	Provide an official letter that confirms response time	

6.2. OTHER REQUIREMENTS

Bidder must score 80 or more in this section to proceed to further evaluation stages: Pricing and B-BBEE. The allocation of points for the evaluation is set out in the Summary Table below:

Criteria	Maximum Points
A. Bidder's CCTV Solution Experience (Contactable References)	25
B. Implementation Plan/ Timelines	5
C. Bidder's Resource Capacity	5
D. Statement of Requirements (SOR)	65
Total evaluation points	100

Evaluation Criteria A: Bidder's CCTV Solution Experience (Contactable References)

The bidder is to provide client reference letters where the bidder successfully implemented similar projects. [Ithala reserves the right to verify with the client the content of the reference letter.]

Score	Criteria
25	Three (3) or more reference letters from contactable clients for CCTV solutions.
20	Two (2) reference letters from contactable clients for CCTV solutions.
15	One (1) reference letter from contactable client for CCTV solution.
0	No letter references.

Evaluation Criteria B: Implementation Plan / Timelines

This item will be measured on relevant project deliverables against expected timeframes, bidders are to provide a detailed project plan to this effect. Ithala's preferred project implementation approach is Agile methodology.

Score	Criteria
5	Project Plan indicating clear project deliverables with clear timeframe of 4 – 6 weeks
3	Project Plan indicating clear project deliverables with clear timeframe of 7 – 8 weeks
2	Project Plan indicating clear project deliverables with clear timeframe of 9 – 10 weeks

0	Project Plan indicating no project deliverables, and/or timeframe exceeding of 10 weeks, or No project plan
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Evaluation Criteria C: Bidder's Resource Capacity

The bidder resources must have relevant training certification to support the proposed solution.

Note: Only certificates for training on CCTV installation/maintenance/support will be considered.

Score	Criteria
5	Two (2) or more certifications
3	One (1) certification
0	No certification

Evaluation Criteria D: Statement of Requirements (SOR)

The attached spreadsheet of the Statement of Requirement (SOR) will be used to evaluate the proposed software/ application.

The following rating will be used to evaluate bidders' response to each requirement:

The Statement of Requirement contributes 65 points towards stage two of evaluation process (which is functionality),

The formula for the 65 points will be calculated as follows:

Bidder's score (SOR) / 485 (Max score) x 65 (max weight) = Functionality score (SOR criteria)

e.g., Where a bidder score 100 for the annexed SOR, therefore

$100/485 = 0.60 \times 65 = \mathbf{13.40}$

This bidder will score 13.40 points for functionality score (SOR criteria)

Response	Rating	Explanation
C	5	Comply
P	3	Partial Comply (Clarify in Comments column)
N	0	Non-Comply

Key Features/Functionality	C	P	N	Comments
Video Surveillance Management and Analytics (Fusion Platform or HikCentral or equivalent)				
Used for storing videos and pictures and must have enough disk capacity to store recordings of all new added cameras for at least 90 days.				
Should support at most four intelligent analysis accelerator cards.				
Can support analysis of 300 target images per second and 128-channel 1080p video-based target analysis.				
At least two 64-bit 8-core processors with a clock rate of at least 2.0 GHz shall be configured.				
The device shall be installed in a 19-inch standard rack. The device shall adopt cable-free modular design with independent main control module, hot-swappable hard disk, and power module.				
The memory must be greater than or equal to 48 GB and use DDR4 or higher specifications				
The system shall support four independent fans and work properly when a single fan fails.				
Redundant platinum power supplies shall be configured				
The system shall provide two GE network ports and two 10 GE optical ports.				
The system shall support power modules in 1+1 redundancy mode and independent maintenance of power modules				
A single device shall support connection to at most 3024 cameras. The system shall support at most 1024-channel (2048 Mbit/s) video storage, 1024-channel (2048 Mbit/s) video forwarding, and 512-channel (1024 Mbit/s) recording download at the same time.				
A single device shall support at least 38 enterprise-class disks. Support 16 TB enterprise-class SATA disk and 10TB enterprise-class SATA disk				
Two independent metadata disks (HDD of 1200 GB) shall be configured to form RAID 1.				
The system shall allow SATA hard disks to be installed and support hot swap and online replacement of faulty disks.				
Video Analytics Requirements (Fusion Platform or HikCentral or equivalent)				
At least two 64-bit 24-core processors with a clock rate of at least 2.2 GHz shall be configured.				
The memory shall be greater than or equal to 512 GB and use DDR4 or higher specifications.				
The device shall be installed in a 19-inch standard rack. The device shall adopt cable-free modular design with independent main control module, hot-swappable disk, and power module.				

The system shall support power modules in 1+1 redundancy mode and independent maintenance of power modules.				
The system shall provide two GE network ports and two 10 GE optical ports. Expansion is supported.				
A single device shall support at least two types of accelerator cards				
A single device shall support at most 6 intelligent analysis accelerator cards.				
A single device shall support at least 144-channel 1080p video-based behaviour analysis				
A single device shall support license plate recognition				
A single device shall support at least 192-channel video-based facial analysis				
A single device shall support a base library containing up to 300,000 records; the system shall support a target library with up to 20 million records.				
The system shall support recognition of vehicle color, type, logo, and license plate color.				
The system shall support exact and fuzzy search of vehicles by license plate.				
The system shall support storage of 360 million structured target, vehicle, records.				
The system shall support search on 20 million target, vehicle feature data records within 3s.				
The system shall support storage of 240 million target, vehicle feature records				
Indoor Dome Cameras				
Image Sensor: 1/2.7" 2-megapixel progressive scan CMOS				
WDR: 120 dB				
Focal Length: 2.8-12mm				
Maximum Radiation Distance: 30 m				
Video Encoding Format: H.265/H.264/MJPEG				
Behaviour Analysis: Fast movement detection, tripwire crossing detection, intrusion detection, area entry/exit detection, and loitering detection				
Face and person: Face capture, person detection				
Computing power: 1 TOPS				
Power Supply: 12 V DC, PoE (IEEE 802.3af)				
Temperature detection				
Ingress Protection Rating: IP67				
Outdoor Bullet Camera				
Image Sensor: 1/2.7" 2-megapixel progressive scan CMOS				
WDR: 120 dB				
Focal Length: 7-35mm				
Maximum Radiation Distance: 50 m				

Frame Rate: 60/50/30/25fps				
Video Encoding Format: H.265/H.264/MJPEG				
Behavior Analysis: Fast movement detection, tripwire crossing detection, intrusion detection, area entry/exit detection, and loitering detection				
Face and person: Face capture, person detection				
Computing power: 1 TOPS				
Power Supply: 12 V DC, PoE (IEEE 802.3af)				
Ingress Protection Rating: IP67				
Outdoor High Speed Dome Camera				
Image Sensor: 1/2.7" 2-megapixel progressive scan CMOS				
WDR: 120 Db				
Focal Length: 5-165mm				
Maximum Radiation Distance: 200 m				
Zoom: 33x optical zoom				
Frame Rate: 60/50/30/25fps				
Video Encoding Format: H.265/H.264/MJPEG				
Behaviour Analysis: Fast movement detection, tripwire crossing detection, intrusion detection, area entry/exit detection, and loitering detection				
Computing power: 1 TOPS				
Alarm port: 2 alarm input ports and 1 alarm output port				
Power Supply: 24 V AC, PoE+ (IEEE 802.3at)				
Ingress Protection Rating: IP66				
Surge Protection Rating: 6kV				
HDMI Decoder				
The video output need to support 8* HDMI interface				
Support video decoding in H.264/H.265 format in 1080p				
The video decoding capacity need to be no less than: real-time decoding of 64-channel 1080p				
Real-time decoding of 4K or 1080P or 720P or a lower resolution				
Decoding of video playback				
Remotely obtains the system running status, operation logs, security logs, and alarm logs				
Multi-Screen Processing Controller – 8 channels				
Must have up to 8 channel HDMI (High definition multimedia interface) input				
Must have up to 8 channel HDMI (High definition multimedia interface)/DVI (Digital visual interface) output (To screen)				

Allow up to 8 users to interact simultaneously, position any piece of content anywhere on the video wall, cross multiple screens, or multiple pieces may be seen in a single screen				
All software to operate the video wall must be included with lifetime licences				
Allows for IP streaming				
Must be industrial grade				
Video Wall Screen				
55-inch LCD screen, full high definition, ultra-narrow side				
Extreme narrow bezel width: at most 1				
Resolution: 1090 * 1080				
Brightness: at least 500 cd/m2				
Workstation				
CPU: Intel quad core 3.2G, or better				
Memory: 16GB, or better				
HDD: 1TB, or better				
Graphics card: GeForce GTX 550 Ti, or better				
OS: windows 10 professional, 64bits				
Monitor: at least 21.5 inch, 1920 * 1080				
Keyboard and mouse				
Access Switch				
48 x 10/100/1000Base-T ports(PoE+), 4 x 10GE SFP ports				
AC power supply				
Forwarding performance: 132 Mpps				
Switching capacity: 176 Gbps/432 Gbps				
VLAN Features: 4094 VLANs, Guest VLAN, Voice VLAN, GVRP, MUX VLAN				
Support Static route, RIP, RIPng, OSPF, OSPFv3				
Storage temperature: -40°C to +70°C				
Surge protection: ±7 kV in common mode				
Optical Transceiver,eSFP,GE,Single-mode Module(1310nm,10km,LC) * 2				

7. PRICING

Pricing Instructions

1. The bidder must price all items.
2. All amounts to include VAT.
3. Offer to be valid for 90 days from the bid closing date.
4. The value of this bid is estimated to be below R50 000 000 (all applicable taxes included) and therefore the 80/20 system shall be applicable

Please see the pricing sheet (Annexure B). If required add lines for other items required.

	Item No	Goods/Service description (Please list all goods and services - as per scope of work on TOR)	Unit of measure	Qty	Unit Price (Excl VAT)	Year 1	Year 2	Year 3	Year 4	Year 5	TOTAL
C A P E X	1	Cameras (Outright Purchase)									
	1.1	5MP Outdoor Bullet Camera	Quantity	17	R -	R -					R -
	1.2	5MP Indoor Dome Cameras	Quantity	64	R -	R -					R -
	1.3	2MP Outdoor High Speed PTZ Dome Camera	Quantity	1	R -	R -					R -
	1.4	Other camera/NVR components	Sum	1	R -	R -					R -
	2	Video Surveillance Management and Analytics System Fusion Platform or HikCentral or equivalent (Outright Purchase)									
	2.1	Video Surveillance Management and Analytics Fusion Platform Server, HikCentral or equivalent	Quantity	1	R -	R -					R -
	2.2	Video Surveillance Analytics System Sever	Quantity	1	R -	R -					R -
	2.3	Other Integrated video management solution components (please specify)	Sum	1	R -	R -					R -
	3	Control Room/ Video Wall (Outright Purchase)									
	3.1	Multi- screen processing controller	Quantity	1	R -	R -					R -
	3.2	55-inch video wall screen	Quantity	2	R -	R -					R -
	3.3	Workstation	Quantity	1	R -	R -					R -
	3.4	Other control room/video wall components (please specify)	Sum	1	R -	R -					R -
	4	Access Control									
	4.1	License Plate Recognition Licenses	Quantity	3	R -	R -					R -
	4.2	Facial Recognition Licenses	Quantity	17	R -	R -					R -
	5	Infrastructure (Outright Purchase)									
	5.1	48 port POE switch	Quantity	9	R -	R -					R -
	5.2	HDMI Decoder	Quantity	1	R -	R -					R -
	5.3	UPS / Backup power solution	Sum	1	R -	R -					R -
	5.4	Other server/storage/infrastructure components (please specify)	Sum	1	R -	R -					R -
	6	Implementation and Installation									
	6.1	Video Surveillance Planning Design and Implementation	Sum	1	R -	R -					R -
	6.2	Network Planning, Design and Implementation	Sum	1	R -	R -					R -
	6.3	Physical Installation for Cameras	Sum	1	R -	R -					R -
	6.4	Access Control Integration with Time & Attendance	Sum	1	R -	R -					R -
	6.5	Video Surveillance Integration with Microsoft Active Directory	Sum	1	R -	R -					R -
	6.6	Video Surveillance Integration with Access Control	Sum	1	R -	R -					R -
	6.7	Other (please specify)	Sum	1	R -	R -					R -
O P E X		Post Implementation Support and Repairs									
		Support and Maintenance	Sum	1	R -	R -	R -	R -	R -	R -	R -
		OUTRIGHT PURCHASE & IMPLEMENTATION TOTAL (EXCL VAT)									R -
		VAT (@15%)									R -
		OUTRIGHT PURCHASE & IMPLEMENTATION TOTAL (INCL VAT)									R -

Note - POST IMPLEMENTATION SUPPORT AND REPAIRS

1. All replacement parts will be charged at cost for year 1 and thereafter consumer price index (CPI) increase year on year (year 2 – year 5)
2. Support and Maintenance annual figures to be estimated based on 100 hours. Labour rate per hour to be indicated as the unit price.

C.9 EVALUATION PROCESS & CRITERIA

This phase consists of Mandatory administrative compliance evaluation of all proposals.

		Compliance			
		Yes	No	Noted	If no, indicate deviation
1.	EVALUATION PROCESS				
1.1	<u>STAGE ONE: ADMINISTRATION COMPLIANCE</u>				
1.1.1	<p>All bids duly lodged will be examined to determine compliance with bidding requirements and conditions. Bids with obvious deviations from the requirements/conditions, will be eliminated from further adjudication.</p> <p>Mandatory</p> <p>Bids will only be compliant if bidder has submitted the following documents:</p> <ul style="list-style-type: none"> • The bidder must register as a vendor on the National Treasury Central Supply Database (CSD), which can be found at https://secure.csd.gov.za/ in compliance with paragraph 4.2 of National Treasury instruction note 4a of 2016/2017 • The bidder must be in good standing with SARS and such information will be verified through Central Supply Database (CSD) or using SARS e-filing pin in National Treasury compliance with instruction note 9 of 2017/2018 prior to the award of the bid; • SBD 4- A completed and duly signed declaration of interest. Should a conflict of interest be declared or identified, the bid would be declared non-responsive. NB Bidder must ensure all pages are complete of all questions answered, you are indicate not applicable (N/A) where appropriate. • The proposing entities are bona fide entities, registered in accordance with the laws of SA. • Proof of attendance compulsory briefing and inspection meeting. • Proof of company registration with the Private Security Industry Regulatory Authority (PSIRA) • Mandatory requirements indicated in C.7 (6.1) <p>NOTE – Bidders, who have rendered services in respect of the assessment and reporting on the physical access control or CCTV at Ithala Trade Centre (ITC) will not be allowed to bid for this project.</p>				

		Compliance			
		Yes	No	Noted	If no, indicate deviation
1.2	<u>STAGE TWO: FUNCTIONALITY REQUIREMENTS</u>				
1.2.1	The minimum threshold is 80 points, only bidders who obtain/exceeded threshold will be considered for price evaluation.				
1.3	<u>STAGE THREE: PRICE AND B-BBEE</u>				
1.3.1	Price and B-BBEE evaluation will performed on bidders who qualified for Stage 1 and 2 above.				
1.4	<u>ADJUDICATION OF BID</u>				
1.4.1	The Bid Adjudication Committee will consider the recommendations and make the final award.				
1.4.2	The bid shall be awarded at the sole and absolute discretion of Ithala. Ithala hereby represents that it is not obliged to award this bid to any bidder. Ithala is entitled to retract this bid at any time as from the date of issue. Ithala is not obliged to award this bid to the bidder that quotes the lowest.				
1.4.3	A bidder shall be disqualified from bidding if any attempt is made either directly to solicit and/or canvass any information from any employee or agent of Ithala regarding this bid from the date the offer is submitted until the date of award of the bid.				
1.5	<u>Awarding of contract</u>				
1.5.1	Ithala reserves the right to award this bid in full or part.				
1.5.2	Ithala will make available a budget provision for any post implementation support and repairs				

C.10 TAX CLEARANCE REQUIREMENTS

IT IS A CONDITION OF BIDDING THAT

- The taxes of the successful bidder must be in order, or that satisfactory arrangements have been made with the Receiver of Revenue to meet his/her tax obligations.
- In bids where Consortia/Joint Ventures/Sub-contractors/Partners are involved, each party must be in compliance with SARS and such information will be verified through central supplier database (CSD).

C.11 BIDDER’S DISCLOSURE

1. PURPOSE OF THE FORM

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 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 are 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 proprietor/ directors / trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below.

Full Name	Identity Number	Name of State institution

- 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:

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.

- 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 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, 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, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 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.
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, 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 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 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature	Date
.....
Position	Name of bidder

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.

CONTRACT FORM - RENDERING OF SERVICES

THIS FORM MUST BE FILLED IN DUPLICATE BY BOTH THE SERVICE PROVIDER (PART 1) AND THE PURCHASER (PART 2). BOTH FORMS MUST BE SIGNED IN THE ORIGINAL SO THAT THE SERVICE PROVIDER AND THE PURCHASER WOULD BE IN POSSESSION OF ORIGINALLY SIGNED CONTRACTS FOR THEIR RESPECTIVE RECORDS.

PART 1 (TO BE FILLED IN BY THE SERVICE PROVIDER)

1. I hereby undertake to render services described in the attached bidding documents to (name of the institution)..... in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid .
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (i) Bidding documents, viz
 - Invitation to bid;
 - Tax clearance certificate;
 - Pricing schedule(s);
 - Filled in task directive/proposal;
 - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
 - Declaration of interest;
 - Special Conditions of Contract;
 - (ii) General Conditions of Contract; and
 - (iii) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES

1

.

^

CONTRACT FORM - RENDERING OF SERVICES

PART 2 (TO BE FILLED IN BY THE PURCHASER)

1. I..... in my capacity
as..... accept your bid under reference number
.....dated.....for the rendering of services indicated hereunder and/or further
specified in the annexure(s).
2. An official order indicating service delivery instructions is forthcoming.
3. I undertake to make payment for the services rendered in accordance with the terms and conditions of
the contract, within 30 (thirty) days after receipt of an invoice.

DESCRIPTION OF SERVICE	PRICE (ALL APPLICABLE TAXES INCLUDED)	COMPLETION DATE	B-BBEE STATUS LEVEL OF CONTRIBUT ION	MINIMUM THRESHOL D FOR LOCAL PRODUCTIO N AND CONTENT (if applicable)

4. I confirm that I am duly authorised to sign this contract.

SIGNED ATON.....

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

--

WITNESSES

1

2

C.12 PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017

BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.

1. GENERAL CONDITIONS

- 1.1 The following preference point systems are applicable to all bids:
- 80/20 system for requirements with a Rand value equal to or above R30 000 and up to R50million (all applicable taxes included); and
 - 90/10 system for requirements with a Rand value above R50m (all applicable taxes included).
- 1.2 The value of this bid is estimated to below R50 000 000 (all applicable taxes included) and therefore the 80/20 system shall be applicable.
- 1.3 Preference points for this bid shall be awarded for:
- (a) Price; and
 - (b) B-BBEE Status Level of Contribution.
- 1.3.1 The maximum points for this bid are allocated as follows:

	POINTS
1.3.1.1 PRICE
1.3.1.2 B-BBEE STATUS LEVEL OF CONTRIBUTION
Total points for Price and B-BBEE must not exceed	100

- 1.4 Failure on the part of a bidder to fill in and/or to sign this form and submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS) or a Registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA) or an Accounting Officer as contemplated in the Close Corporation Act (CCA) together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.
- 1.5 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser

2. DEFINITIONS

- 2.1 “all applicable taxes” includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- 2.2 “B-BBEE” means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- 2.3 “B-BBEE status level of contributor” means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- 2.4 “bid” means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services, works or goods, through price quotations, advertised

competitive bidding processes or proposals;

- 2.5 **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- 2.6 **“comparative price”** means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;
- 2.7 **“consortium or joint venture”** 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;
- 2.8 **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;
- 2.9 **“EME”** means any enterprise with an annual total revenue of R5 million or less,
- 2.10 **“Firm price”** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- 2.11 **“functionality”** means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;
- 2.12 **“non-firm prices”** means all prices other than “firm” prices;
- 2.13 **“person”** includes a juristic person;
- 2.14 **“rand value”** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;
- 2.15 **“sub-contract”** means the primary contractor’s assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract;
- 2.16 **“total revenue”** bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the *Government Gazette* on 9 February 2007;
- 2.17 **“trust”** means the arrangement through which the property of one person is made over or Bequeathed to a trustee to administer such property for the benefit of another person; and
- 2.18 **“trustee”** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

3. ADJUDICATION USING A POINT SYSTEM

- 3.1 The bidder obtaining the highest number of total points will be awarded the contract.
- 3.2 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts.
- 3.3 Points scored must be rounded off to the nearest 2 decimal places.
- 3.4 In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for B-BBEE.
- 3.5 However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for B-BBEE, the successful bid must be the one scoring the highest score for functionality.

- 3.6 Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

4. POINTS AWARDED FOR PRICE

4.1 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

$$P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right) \quad \text{or} \quad P_s = 90 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

Where

P_s = Points scored for comparative price of bid under consideration

P_t = Comparative price of bid under consideration

P_{\min} = Comparative price of lowest acceptable bid

5. Points awarded for B-BBEE Status Level of Contribution

- 5.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

- 5.2 Bidders who qualify as EMEs in terms of the B-BBEE Act must submit a certificate issued by an Accounting Officer as contemplated in the CCA or a Verification Agency accredited by SANAS or a Registered Auditor. Registered auditors do not need to meet the prerequisite for IRBA's approval for the purpose of conducting verification and issuing EMEs with B-BBEE Status Level Certificates.
- 5.3 Bidders other than EMEs must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.
- 5.4 A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.

- 5.5 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.
- 5.6 Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.
- 5.7 A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.
- 5.8 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

6. BID DECLARATION

- 6.1 Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:

7. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.3.1.2 AND 5.1

- 7.1 B-BBEE Status Level of Contribution: =(maximum of 10 or 20 points)
- (Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or a Registered Auditor approved by IRBA or an Accounting Officer as contemplated in the CCA).

8 SUB-CONTRACTING

- 8.1 Will any portion of the contract be sub-contracted? YES / NO (delete which is not applicable)
- 8.1.1 If yes, indicate:
 - (i) what percentage of the contract will be subcontracted?%
 - (ii) the name of the sub-contractor?
 - (iii) the B-BBEE status level of the sub-contractor?
 - (iv) whether the sub-contractor is an EME? YES / NO (delete which is not applicable)

9 DECLARATIONS WITH REGARD TO COMPANY/FIRM

- 9.1 Name of company/firm :
 - 9.2 VAT registration number :
 - 9.3 Company registration number :
 - 9.4 TYPE OF COMPANY/ FIRM
 - ☐ Partnership/Joint Venture / Consortium
 - ☐ One person business/sole propriety
 - ☐ Close corporation
 - ☐ Company
 - ☐ (Pty) Limited
- [TICK APPLICABLE BOX]
- 9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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

9.6 COMPANY CLASSIFICATION

- ☐ Manufacturer
- ☐ Supplier
- ☐ Professional service provider
- ☐ Other service providers, e.g. transporter, etc.
[TICK APPLICABLE BOX]

9.7 Total number of years the company/firm has been in business?

9.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contribution indicated in paragraph 7 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we 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 paragraph 7, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- (iv) If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding 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) restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, 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

WITNESSES:

1.

2.

SIGNATURE(S) OF BIDDER(S)

DATE:.....

C.12 DEVIATIONS FROM THE REQUEST FOR PROPOSAL

Should the bidder desire to make any departures from, or modifications to this Request for Proposal or to qualify its bid in any way, it shall clearly set out its proposals hereunder or alternatively state them in a covering letter attached to its bid and referred to hereunder, failing which the bidder shall be deemed to be unqualified and conform exactly with the requirements of this Request for Proposal.

If no departures or modifications are desired, the Schedule hereunder is to be marked “NIL” and signed by the bidder.

Unless otherwise specified specifically and stipulated in writing, the Contract constitutes the sole memorial of the Contract between the parties and any terms and conditions forming part of the bidder’s Bid or other documentation shall not form part of the Contract and shall be of no force or effect.

PAGE NUMBER	CLAUSE NUMBER	DEVIATION

SIGNATURE OF BIDDER

DATE

C.13 BID SUMMARY AND DETAILS

We the undersigned submit this bid in accordance with the conditions contained in the referenced RFP document and attach the documents required:

No.	Description in detail	Documents Attached
A. Commercial Documents		(Yes/ No/ N.A.)
1.	Deviations from Request for Proposal	
2.	Cover letter	
3.	Entire Bid Document - original (Hard copy) and electronic (usb) copy	
4.	CC or Company Registration Documents or copy of ID if sole propriety	
5.	Registered as a vendor on CSD	
6.	In good standing with SARS and such information will be verified through Central Supply Database (CSD);	
	BBBEE Certificate/sworn affidavit	
7.	Declaration of Interest, Declaration of past SCM Practices Certificate of Independent Bid Determination	
8.	Joint Venture Agreement where applicable	
9.	Proof of attendance compulsory briefing	
B. Technical Documents		
10.	Proof of company registration with the Private Security Industry Regulatory Authority (PSIRA)	
12.	The bidder is a certified original equipment manufacturer (OEM) or accredited/approved partner/reseller of the proposed solution.	
13.	The bidder is a certified original equipment manufacturer (OEM) or accredited/approved partner/reseller of the proposed solution.	
14.	The solution must be supplied with a 60-month service level agreement with a 24 hour or less response time.	
16.	Project Plan	
17.	Contactable References	
18.	Bidder's resource capacity	
19.	Functional specification (Annexure A)	

Name

Date

Signature