



## KWAZULU-NATAL PROVINCIAL TREASURY

P.O. Box 3613, Pietermaritzburg, 3200  
 Treasury House, 145 Chief Albert Luthuli Street, Pietermaritzburg  
 Tel: 033 897 4440

### INVITATION TO TENDER ZNQ-121/2024-F: REQUEST FOR THE SERVICE PROVIDER TO DECOMMISSION, SUPPLY, INSTALL, AND COMMISSION ELECTRONIC SECURITY SYSTEM (ESS) AT KWA-ZULU NATAL PROVINCIAL TREASURY NATALIA BUILDING.

<b>Company Name</b>	
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The Department invites prospective bidders to submit offers to Decommission Supply, Install, and Commission Electronic Security System (ESS) at the KwaZulu-Natal Provincial Treasury Natalia Building 2<sup>nd</sup> Floor, 330 Langalibalele Street.

This invitation is issued in terms of section 5 of the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000) and Preferential Procurement Regulations, 2022.

The evaluation criteria are divided into four Phases:

#### 1. PHASE 1: SUPPLY CHAIN MANAGEMENT ADMINISTRATIVE COMPLIANCE

- (a) The bid submitted must be complete in all respects.
- (b) The following forms must be duly completed and be submitted with the bid at the time of closing of the bid

<b>COMPULSORY BID FORMS</b>	
<b>PART A</b>	INVITATION TO BID (SBD 1)
<b>PART B</b>	TERMS AND CONDITIONS FOR BIDDING (SBD 1)
<b>SECTION B</b>	REGISTRATION ON CENTRAL SUPPLIERS DATABASE
<b>SECTION C</b>	DECLARATION THAT INFORMATION ON CENTRAL SUPPLIERS
<b>SECTION E</b>	DECLARATION OF INTEREST (SBD 4)
<b>SECTION G</b>	GENERAL CONDITIONS OF CONTRACT
<b>SECTION H</b>	SPECIAL CONDITIONS OF CONTRACT
<b>SECTION I</b>	AUTHORITY TO SIGN THE BID
<b>SECTION J</b>	TERMS OF REFERENCE

Failure to comply with the Supply Chain Management Administrative Compliance shall result in the offer being considered non-responsive and shall be rejected.

#### 2. PHASE 2: MANDATORY REQUIREMENTS

A bidder must comply will all the mandatory requirements outlined in the bid document. Failure to comply with the Mandatory Requirements shall result in the offer being considered non-responsive and shall be rejected.



### 3. PHASE 3: FUNCTIONALITY CRITERIA

To assess the execution capacity of the bidder, all the documents outlined in the bid document must be submitted by the closing date and time of the bid.

Failure to meet the minimum passing score of 50% shall result in the offer being considered non-responsive and shall be rejected.

### 4. PHASE4: 80/20 PREFERENCE POINT SYSTEM

The applicable preference point system for this tender is an 80/20 preference point system where 80 points will be allocated for price and 20 points will be allocated for specific goals as follows:

Preference point system	
<b>Price</b>	<b>80</b>
<b>Specific Goals</b>	<b>20</b>
<ul style="list-style-type: none"> <li>• Historical Disadvantage Person (HDP) – Women</li> <li>• Reconstruction and Development Programme - Enterprises located in KZN</li> </ul>	10
	10
<b>Total</b>	<b>100</b>

It is compulsory for bidders to substantiate that they meet the above specific goals and requirements by submitting the following evidence:

- (a) Copy of Enterprise Registration Certificate (CIPC)
- (b) Certified copies of an identity document (ID) and CSD report to show /substantiate percentage ownership equity.
- (c) Municipal tax invoice for water and electricity or tribal authority letter for rural areas within the KwaZulu-Natal Province not older than 3 months indicating Enterprise address as registered with CIPC or Central Supplier Database.

It is mandatory for tenderers to complete SBD 6.1 to claim points for specific goals, failure to complete SBD 6.1 shall be interpreted to mean that the points for specific goals are not claimed.

### CONTACT PERSON FOR SCM AND TECHNICAL ENQUIRIES

**SCM enquiries may be directed to:**

Ms. M. Makhunga Tel. No. (033) 897 4235 /e-mail: [mandy.makhunga@kzntreasury.gov.za](mailto:mandy.makhunga@kzntreasury.gov.za)

**Technical enquiries may be directed to:**

Mr. V. Jaca Tel No. (033) 897 4256 /e-mail [victor.jaca@kzntreasury.gov.za](mailto:victor.jaca@kzntreasury.gov.za) or Ms. N. Zulu Tel No. (033) 897 4454 /e-mail [nomvula.zulu@kzntreasury.gov.za](mailto:nomvula.zulu@kzntreasury.gov.za)

### NON- COMPULSORY VIRTUAL BRIEFING SESSION

**The briefing will be held as follows:**

**Date: 07 March 2024**  
**Time: 10:00 am**  
**Venue: MS Team (Virtual meeting)**



Service providers who wish to attend the virtual briefing session need to submit their company names, email addresses and telephone numbers to [acquisition@kzntreasury.gov.za](mailto:acquisition@kzntreasury.gov.za) by no later than **07 March 2024** at **08:00am**.

**CLOSING OF BID:**

The closing date and time for receipt of Tenders is **13 March 2024** at **11:00 am**.

Telegraphic, telephonic, telex, facsimile, e-mail and late Tender Proposals will not be accepted. Bids must be deposited in the bid box specified below. Bids deposited in any other bid box and address will not be accepted.

The Bid Box, located on the ground floor at the Treasury House  
Attention: Financial Management Supply Chain Management Unit  
KZN Provincial Treasury  
145 Chief Albert Luthuli Road  
Pietermaritzburg  
3200

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## DEFINITIONS

1. **“Acceptable bid”** means any bid which, in all respects, complies with the specifications and conditions of bid as set out in the bid document under **ZNQ-121/2024-F**.
2. **“Bid”** means a written offer in a prescribed or stipulated form in response to the invitation by the Department for the provision of goods, works or services **ZNQ-121/2024-F**.
3. **“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.
4. **“Consortium or joint venture”** means an association of persons for the purpose of combining their expertise, property, capital, efforts, skills and knowledge in an activity for the execution of a contract.
5. **“Contract”** means the agreement that results from the acceptance of the bid by the Department.
6. **“Control”** means the possession by a person, of a permanent authority and power to manage the assets, goodwill and daily operations of a business and the active and continuous exercise of appropriate managerial authority and power in determining the policies and directing the operations of the business.
7. **“Department”** means the KwaZulu-Natal Provincial Treasury.
8. **“Equity Ownership”** means the percentage of ownership and control, exercised by individuals within an enterprise.
9. **“Specific goals”** means the inclusion of the following:
  - (i) contracting with persons or categories of persons, historically disadvantaged by unfair discrimination on the basis of race, gender, or disability
  - (ii) implementing the programme of the Reconstruction and Development Programme as published in the Government Gazette No. 16085 dated 23 November 1994



**PART A**

**INVITATION TO BID**

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)</b>					
BID NUMBER:	<b>ZNQ-121/2024-F</b>	CLOSING DATE:	<b>13 March 2024</b>	CLOSING TIME:	<b>11H00</b>
DESCRIPTION	<b>Decommission, Supply, Install, and Commission Electronic Security System (ESS) at Kwa-Zulu Natal Provincial Treasury Natalia Building 2<sup>nd</sup> Floor, 330 Langalibalele Street</b>				
<b>BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)</b>					
GROUND FLOOR, TREASURY HOUSE, 145 CHIEF ALBERT LUTHULI STREET (A.K.A. COMMERCIAL ROAD), PIETERMARITZBURG CORNER CHIEF ALBERT LUTHULI AND CHURCH STREET, PIETERMARITZBURG					
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>			<b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b>		
CONTACT PERSON	<b>Mandy Makhunga</b>		CONTACT PERSON	<b>Victor Jaca</b>	
TELEPHONE NUMBER	<b>033 897 4235</b>		TELEPHONE NUMBER	<b>033 897 4256</b>	
E-MAIL ADDRESS	<a href="mailto:MANDY.MAKHUNGA@kzntreasury.gov.za">MANDY.MAKHUNGA@kzntreasury.gov.za</a>		E-MAIL ADDRESS	<a href="mailto:VICTOR.JACA@kzntreasury.gov.za">VICTOR.JACA@kzntreasury.gov.za</a>	
<b>SUPPLIER INFORMATION</b>					
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
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]	
<b>QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>					
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
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
<b>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.</b>					

## 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. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
- 1.4. **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: .....

## SECTION A

### **SPECIAL INSTRUCTIONS AND NOTICES TO BIDDERS REGARDING THE COMPLETION OF BIDDING FORMS**

PLEASE NOTE THAT THIS BID IS SUBJECT TO TREASURY REGULATIONS 16A ISSUED IN TERMS OF THE PUBLIC FINANCE MANAGEMENT ACT, 1999, THE KWAZULU-NATAL SUPPLY CHAIN MANAGEMENT POLICY FRAMEWORK.

1. Unless inconsistent with or expressly indicated otherwise by the context, the singular shall include the plural and vice versa and with words importing the masculine gender shall include the feminine and the neuter.
2. Under no circumstances whatsoever may the bid forms be retyped or redrafted. Photocopies of the original bid documentation may be used, but an original signature must appear on such photocopies.
3. The bidder is advised to check the number of pages and to satisfy himself that none are missing or duplicated.
4. Bids submitted must be complete in all respects.
5. Bids shall be lodged at the address indicated not later than the closing time specified for their receipt, and in accordance with the directives in the bid documents.
6. Each bid shall be addressed in accordance with the directives in the bid documents and shall be lodged in a separate sealed envelope, with the name and address of the bidder, the bid number and closing date indicated on the envelope. The envelope shall not contain documents relating to any bid other than that shown on the envelope. If this provision is not complied with, such bids may be rejected as being invalid.
7. All bids received in sealed envelopes with the relevant bid numbers on the envelopes are kept unopened in safe custody until the closing time of the bids. Where, however, a bid is received open, it shall be sealed. If it is received without a bid number on the envelope, it shall be opened, the bid number ascertained, the envelope sealed and the bid number written on the envelope.
8. A specific box is provided for the receipt of bids, and no bid found in any other box or elsewhere subsequent to the closing date and time of bid will be considered.
9. No bid sent through the post will be considered if it is received after the closing date and time stipulated in the bid documentation, and proof of posting will not be accepted as proof of delivery.
10. No bid submitted by telefax, telegraphic or other electronic means will be considered.
11. Bidding documents must not be included in packages containing samples. Such bids may be rejected as being invalid.
12. Any alteration made by the bidder must be initialed.
13. Use of correcting fluid is prohibited
14. Bids will be opened in public as soon as practicable after the closing time of bid.
15. Where practical, prices are made public at the time of opening bids.
16. If it is desired to make more than one offer against any individual item, such offers should be given on a photocopy of the page in question. Clear indication thereof must be stated on the schedules attached.
17. Bidder must initial each and every page of the bid document.

## SECTION B

### REGISTRATION ON THE CENTRAL SUPPLIERS DATABASE

1. In terms of the National Treasury Instruction Note, all suppliers of goods and services to the State are required to register on the Central Suppliers Database.
2. Prospective suppliers should self-register on the CSD website [www.csd.gov.za](http://www.csd.gov.za)
3. If a business is registered on the Database and it is found subsequently that false or incorrect information has been supplied, then the Department may, without prejudice to any other legal rights or remedies it may have;
  - 3.1 cancel a bid or a contract awarded to such supplier, and the supplier would become liable for any damages if a less favourable bid is accepted or less favourable arrangements are made.
4. **The same principles as set out in paragraph 3 above are applicable should the supplier fail to request updating of its information on the Central Suppliers Database, relating to changed particulars or circumstances.**
5. IF THE SUPPLIER IS NOT REGISTERED AT THE CLOSING TIME OF BID, THE SUPPLIER WILL BE DISQUALIFIED AT THE BID EVALUATION PROCESS.



**SECTION C**

**DECLARATION THAT INFORMATION ON CENTRAL SUPPLIER DATABASE IS CORRECT AND UP TO DATE**

(To be completed by bidder)

THIS IS TO CERTIFY THAT I (name of bidder/authorized representative)  
....., WHO REPRESENTS (state name of bidder)  
..... CSD Registration

Number.....

AM AWARE OF THE CONTENTS OF THE CENTRAL SUPPLIER DATABASE WITH RESPECT TO THE BIDDER'S DETAILS AND REGISTRATION INFORMATION, AND THAT THE SAID INFORMATION IS CORRECT AND UP TO DATE AS ON THE DATE OF SUBMITTING THIS BID.

AND I AM AWARE THAT INCORRECT OR OUTDATED INFORMATION MAY BE A CAUSE FOR DISQUALIFICATION OF THIS BID FROM THE BIDDING PROCESS, AND/OR POSSIBLE CANCELLATION OF THE CONTRACT THAT MAY BE AWARDED ON THE BASIS OF THIS BID.

.....  
**SIGNATURE OF BIDDER OR AUTHORISED REPRESENTATIVE**

**DATE:** .....



**SECTION D**

**PRICING SCHEDULE – FIRM PRICES  
(PURCHASES)**

**NOTE: ONLY FIRM PRICES WILL BE ACCEPTED. NON-FIRM PRICES (INCLUDING PRICES SUBJECT TO RATES OF EXCHANGE VARIATIONS) WILL NOT BE CONSIDERED**

**IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT**

Name of bidder.....	Bid number: <b>ZNQ 121/2024-F</b>
Closing Time : <b>11:00</b>	Closing date: <b>13 March 2024</b>

OFFER TO BE VALID FOR **60** DAYS FROM THE CLOSING DATE OF BID.

ITEM NO.	QUANTITY	DESCRIPTION	Unit Price	Total for each unit
1				
2				
3				
4				
<b>SUB-TOTAL</b>				
<b>VAT AT 15%</b>				
<b>GRAND TOTAL (BID PRICE IN RSA CURRENCY WITH ALL APPLICABLE TAXES INCLUDED)</b>				

- Required by: .....
- At: .....
- Brand and model .....
- Country of origin .....
- Does the offer comply with the specification(s)? \*YES/NO
- If not to specification, indicate deviation(s) .....
- Period required for delivery .....
- \*Delivery: Firm/not firm
- Delivery basis .....

Note: All delivery costs must be included in the bid price, for delivery at the prescribed destination.

\*\* "all applicable taxes" includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.

\*Delete if not applicable





2.3.1 If so, furnish particulars:

.....  
.....

**3. DECLARATION**

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

- 3.1 I have read and 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 consortium<sup>2</sup> 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.
- 3.5 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.
- 3.6 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.
- 3.7 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

<sup>2</sup> 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.

## SECTION F

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

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

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

#### 1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to invitations to tender:

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

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

*(delete whichever is not applicable for this tender).*

- a) The applicable preference point system for this tender is the **80/20** preference point system.
- b) **80/20 preference point system** will be applicable in this tender. The lowest acceptable tender will be used to determine the accurate system once tenders are received.

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

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

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

The maximum points for this tender are allocated as follows:

	<b>POINTS</b>
<b>PRICE</b>	<b>80</b>
<b>SPECIFIC GOALS</b>	<b>20</b>
<b>Total points for Price and SPECIFIC GOALS</b>	<b>100</b>

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

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



## 2. DEFINITIONS

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

## 3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

### 3.1. POINTS AWARDED FOR PRICE

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

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

##### 80/20

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

Where

$P_s$	=	Points scored for price of tender under consideration
$P_t$	=	Price of tender under consideration
$P_{min}$	=	Price of lowest acceptable tender

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

##### 3.2.1. POINTS AWARDED FOR PRICE

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

##### 80/20

$$P_s = 80 \left( 1 + \frac{P_t - P_{max}}{P_{max}} \right)$$

Where

$P_s$	=	Points scored for price of tender under consideration
$P_t$	=	Price of tender under consideration
$P_{max}$	=	Price of highest acceptable tender

## 4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement



Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
  - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

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

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Historical Disadvantaged Person (HDP) – Women	10	
Reconstruction and Development Programme (RDP) - Enterprises located in KZN	10	

**DECLARATION WITH REGARD TO COMPANY/FIRM**

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

4.4. Company registration number: .....

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]



- 4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:
- i) The information furnished is true and correct;
  - ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
  - iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
  - iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
    - (a) disqualify the person from the tendering process;
    - (b) recover costs, losses or damages it has incurred or suffered as a result of that person’s conduct;
    - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
    - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
    - (e) forward the matter for criminal prosecution, if deemed necessary.

..... <b>SIGNATURE(S) OF TENDERER(S)</b>	
<b>SURNAME AND NAME:</b>	.....
<b>DATE:</b>	.....
<b>ADDRESS:</b>	.....
	.....
	.....
	.....



## **CALCULATION OF EQUITY FOR SPECIFIC GOALS**

- (a) Preference points stipulated in respect of a tender must include preference points for equity ownership by HDPs.
- (b) The equity ownership contemplated in sub-paragraph (a) must be equated to the percentage of an enterprise or business owned by individuals or, in respect of a company, the percentage of a company's shares that are owned by individuals, who are actively involved in the management of the enterprise or business and exercise control over the enterprise, commensurate with their degree of ownership at the closing date of the tender.
- (c) In the event that the percentage of ownership contemplated in sub-paragraph (b) changes after the closing date of the tender, the tenderer must notify the relevant organ of state and such tenderer will not be eligible for any preference points.
- (d) Preference points may not be claimed in respect of individuals who are not actively involved in the management of an enterprise or business and who do not exercise control over an enterprise or business commensurate with their degree of ownership.
- (e) Subject to sub-paragraphs (a), (b), (c) and (d), all claims made for equity ownership by an HDP must be considered according to the following criteria:
  - (i) Equity within private companies must be based on the percentage of equity ownership;
  - (ii) Preference points may not be awarded to public companies and tertiary institutions;
  - (iii) The following formula must be applied to calculate the number of points for equity ownership by an HDP:

$$NEP = NOP \times \frac{EP}{100}$$

Where:

NEP = Points awarded for equity ownership by an HDP

NOP = The maximum number of points awarded for equity ownership by an HDP

EP = The percentage of equity ownership by an HDP within the enterprise or business, determined in accordance with sub-regulations (a), (b), (c) and (d).

- (f) Equity claims for a Trust may only be allowed in respect of those persons who are both trustees and beneficiaries and who are actively involved in the management of the Trust.
- (g) Documentation to substantiate the validity of the credentials of the trustees contemplated in sub-paragraph (f) must be submitted to the relevant organ of state.
- (h) A Consortium or Joint Venture may, based on the percentage of the contract value managed or executed by their HDP members, be entitled to equity ownership in respect of an HDP.
- (i) The number of points scored for a Consortium or Joint Venture must be added to the number of points scored for achieving specified goals.
- (j) The points contemplated in sub-paragraph (i) must be added to the points scored for price, in order to establish the total number of points scored.
- (k) The contract must be awarded to the tender which scores the highest points.
- (l) A person awarded a contract as a result of preference for contracting with, or providing equity ownership to, an HDP, may not subcontract more than 25% of the value of the contract to a person who is not an HDP or does not qualify for such preference.

## SECTION G

### GENERAL CONDITIONS OF CONTRACT

#### 1) Definitions

The following terms shall be interpreted as indicated:

- 1.1 “Closing time” means the date and hour specified in the bidding documents for the receipt of bids.
- 1.2 “Contract” means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.3 “Contract price” means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
- 1.4 “Corrupt practice” means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
- 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- 1.6 “Country of origin” means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 1.7 “Day” means calendar day.
- 1.8 “Delivery” means delivery in compliance of the conditions of the contract or order.
- 1.9 “Delivery ex stock” means immediate delivery directly from stock actually on hand.
- 1.10 “Delivery into consignees store or to his site” means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
- 1.11 "Dumping" occurs when a private enterprise abroad markets its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
- 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13 “Fraudulent practice” means a misrepresentation of facts in order to influence a



procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.

- 1.14 “GCC” means the General Conditions of Contract.
- 1.15 “Goods” means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 “Imported content” means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17 “Local content” means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18 “Manufacture” means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 “Order” means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 “Project site,” where applicable, means the place indicated in bidding documents.
- 1.21 “Purchaser” means the organization purchasing the goods.
- 1.22 “Republic” means the Republic of South Africa.
- 1.23 “SCC” means the Special Conditions of Contract.
- 1.24 “Services” means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.25 “Written” or “in writing” means handwritten in ink or any form of electronic or mechanical writing.

## **2) Application**

- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.



### **3) General**

- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from [www.treasury.gov.za](http://www.treasury.gov.za)

### **4) Standards**

- 4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.

### **5) Use of contract documents and information; inspection.**

- 5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

### **6) Patent rights**

- 6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.

### **7) Performance security**

- 7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.



- 7.3 The performance security shall be denominated in the currency of the contract or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
- 7.3.1 a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
- 7.3.2 a cashier's or certified cheque
- 7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

## **8) Inspections, tests and analyses**

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal, the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.
- 8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to



cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

## **9) Packing**

- 9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

## **10 Delivery and documents**

- 10.1 Delivery of the goods shall be made by the supplier in accordance with the terms specified in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC.
- 10.2 Documents to be submitted by the supplier are specified in SCC.

## **11 Insurance**

- 11.1 The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the SCC.

## **12 Transportation**

- 12.1 Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.

## **13 Incidental Services**

- 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
  - (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
  - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
  - (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
  - (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.



13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

## **14 Spare parts**

14.1 As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:

- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
- (b) in the event of termination of production of the spare parts:
  - (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
  - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

## **15 Warranty**

15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.

15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.

15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.

15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

## **16 Payment**

16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.



16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.

16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.

16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

## **17 Prices**

17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.

## **18 Contract amendments**

18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.

## **19 Assignment**

19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.

## **20 Subcontracts**

20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.

## **21 Delays in the supplier's performance**

21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.

21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.

21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22 unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.

21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a



similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

## **22 Penalties**

22.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 21.

## **23 Termination for default**

23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:

- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
- (b) if the Supplier fails to perform any other obligation(s) under the contract; or
- (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.

23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.

23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.

23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.

23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:

- (i) the name and address of the supplier and / or person restricted by the purchaser;
- (ii) the date of commencement of the restriction



- (iii) the period of restriction; and
- (iv) the reasons for the restriction.

23.6.1 These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.

23.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

## **24 Anti-dumping and countervailing duties and rights**

24.1 When, after the date of bid, provisional payments are required, or antidumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.

## **25 Force Majeure**

25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

## **26 Termination for insolvency**

26.1 The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.



## **27 Settlement of Disputes**

- 27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 27.5 Notwithstanding any reference to mediation and/or court proceedings herein,
- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
  - (b) the purchaser shall pay the supplier any monies due the supplier.

## **28 Limitation of liability**

- 28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;
- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and
  - (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

## **29 Governing language**

- 29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.

## **30 Applicable law**

- 30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.

## **31 Notices**

- 31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice



31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

## **32 Taxes and duties**

32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.

32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.

32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

## **33 National Industrial Participation (NIP) Programme**

33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.

## **34 Prohibition of Restrictive practices**

34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).

34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

## **SECTION H**

### **SPECIAL CONDITIONS OF CONTRACT**

#### **1. ACCEPTANCE OF OFFER**

- 1.1 This bid has been invited, and will be adjudicated in terms of the KwaZulu-Natal Supply Chain Management Policy Framework and the KwaZulu-Natal Provincial Practice Notes. The Provincial Treasury Quotation Evaluation and Adjudication Committee is under no obligation to accept the lowest or any bid.

#### **2. ADDRESS OF THE BIDDER**

- 2.1 Bidders must advise the Provincial Treasury should their address (domicilium citandi et executandi) (physical address) details from the time of bidding to the expiry of the contract.

#### **3. COMPLETENESS OF OFFERS**

- 3.1 Bids will only be considered if correctly completed and accompanied by all relevant compulsory returnable documents and certificates and other necessary applicable information request on the RFQ.

#### **4. LATE OFFERS**

- 4.1 Quotations are late if they are received at the address indicated in the RFQ documents after the closing date and time.
- 4.2 A late Quotation shall not be considered

#### **5. UNSOLICITED OFFERS**

- 5.1 In the event that an unsolicited offer is received, the offer shall not be considered.

#### **6. EQUAL OFFERS**

- 6.1 In the event that two or more offers have equal total points, the successful offer will be the one scoring the highest number of functionality points for specified goals. Should two or more offers be equal in all respects apply Regulation 10 (2), the Adjudication shall be decided by the drawing of lots.

#### **7. VALIDITY PERIOD AND EXTENSION THEREOF**

- 7.1 The validity (binding) period for the bid must be 60 Days from close of RFQ. However, circumstances may arise whereby this Department may request the bidders to extend the validity (binding) period. Should this occur, the Department will request bidders to extend the validity (binding) period under the same terms and conditions as originally tendered for by bidders.



## **8. CONFIDENTIALITY**

8.1 The contractor's staff that comes into contact with Provincial Treasury's confidential information and documents may be required to sign confidentiality agreements so as to protect the Department's information.

## **9. CENTRAL SUPPLIERS DATABASE**

9.1 A bidder submitting an offer must be registered on the Central Suppliers Database. A bidder who has submitted an offer and is not registered on the Central Suppliers Database will not be considered.

## **10. WARRANTIES**

10.1 The awarded entity warrants that it is able to deliver to the satisfaction of the Department.

10.2 The involvement of the awarded entity in any other business or venture shall not compete or conflict with the obligations of the entity to provide the services to the Department in terms of this bid.

10.3 The service provider must give the department 12 months' warranty on equipment and workmanship, meaning, the service provider will be responsible for any malfunction because of a faulty equipment or workmanship during the first 12 months.

## **11. TERMINATION OF SERVICES**

11.1 Should the Contractor fail to meet the conditions of this contract, or continue rendering unsatisfactory service, the Employer reserves the right to terminate the contract, after written notification has been served on the Contractor, with retention of the right to recover from the Contractor any losses which the Employer may suffer/ incur as a result of the failure, without prejudicing any other rights it may have.

## **12. UNSATISFACTORY PERFORMANCE**

12.1 Unsatisfactory performance occurs when performance is not in accordance with the contract conditions.

a) Before any action is taken, the Department shall warn the contractor by registered/certified mail that action will be taken in accordance with the contract conditions unless the contractor complies with the contract conditions and delivers satisfactory supplies or services within a specified reasonable time (7 days minimum). If the contractor does not perform satisfactorily despite the warning the Department will:

- (i) Take action in terms of its delegated powers
- (ii) Make a recommendation for cancellation of the contract concerned.



**SECTION I**

**AUTHORITY /RESOLUTION TO SIGN TENDER**

**Name of Enterprise:** \_\_\_\_\_

**Enterprise Registration Number:** \_\_\_\_\_

By resolution of the board of owners/ directors/ shareholders / members / partners or any person having a controlling interest in the enterprise passed on this **day**\_\_\_\_ **of** \_\_\_\_\_ **20**\_\_\_\_\_

**Authorized Representative:**

Name & Surname \_\_\_\_\_, in his/her capacity as: \_\_\_\_\_. Has been duly authorized to sign all documents in connection with the tender to represent the above-mentioned enterprise.

Signature of an authorized representative: \_\_\_\_\_

**For the Enterprise:**

Name & Surname \_\_\_\_\_, in his/her capacity as **owners / directors/ shareholders / members / partners** or **any person** having a controlling signing on behalf of the enterprise.

\_\_\_\_\_  
Signature of owners / directors/ shareholders / members / partners or any person having a controlling

## SECTION J

### TERMS OF REFERENCE/ SPECIFICATION

#### DECOMMISSION, SUPPLY, INSTALL AND COMMISSION AN ELECTRONIC SECURITY SYSTEM TO THE KWAZULU-NATAL PROVINCIAL TREASURY.

##### 1. Purpose and Background

The purpose of this bid is to invite qualified and suitable service providers (SP) to supply, install, commission, an ESS (Electronic Security System) for the KwaZulu-Natal Provincial Treasury's ("the Department") building.

##### 2. Scope of Work

- 2.1. Uninstall and remove existing electronic security system,
- 2.2. Supply and install a networkable system with all required ESS equipment and all its components,
- 2.3. Supply and install a reliable, robust, integrable, functional and an expandable ESS system,
- 2.4. The system's functions, security and integrity must be available 24/7,
- 2.5. The system must allow for expansion to include other departmental sites in the future,
- 2.6. The supplied system must have a real-time monitoring of events,
- 2.7. Design and configure an advanced integrated graphic mapping on the ESS software,
- 2.8. Supply a software license which will integrate CCTV and access control system with unlimited number of doors and be able to integrate with different sites (future expansion),
- 2.9. Provide designed templates for the hardware and software architectural drawings with plotted security equipment and cable layouts for the site, to facilitate security architecture,
- 2.10. The system must have different types of reports,
- 2.11. Supply a system which can fully integrate with the following but not limited to:
  - 2.11.1. CCTV system: This is the system that the **bidder is proposing** for the department, we **do not** intend to integrate with the current analogue system,
  - 2.11.2. Visitor Management system: Chan way model no C66 (the system scans the driver's license, id and vehicle disk which keeps a record thereof),
  - 2.11.3. Third party biometrics readers: these are the readers that the bidder is proposing for the department which must be integrated with the proposed system and not run as a standalone,
  - 2.11.4. HR (Human Resource) system: Leave system K2,
  - 2.11.5. Fire Alarm Systems: Tech Switch fire detection system,
  - 2.11.6. Alarm system and beams: Texecom alarm system,
  - 2.11.7. Plotted architectural Emap/dynamic mapping,
  - 2.11.8. Elevator control: Future system not currently in place,
  - 2.11.9. Parking management: Future system not currently in place,
- 2.12. The system must have anti-pass back,
- 2.13. The system must have a main server and a back-up server on the site identified by the department,
- 2.14. The system must be able to operate without the main server,
- 2.15. Provide a Software Development Kit (SDK) for the proposed system,
- 2.16. Integrate PA system with fire alarm system for automated voice evacuation when the emergency break glass is activated,
- 2.17. Provide formal certified operator and advanced training for 04 (four) technical staff and six 06 operational staff on the ESS,
- 2.18. Provide corrective maintenance for the system,



- 2.19. Provide a system which will have multiple redundancy connectivity, which will minimize the system unavailability, meaning, the system must have different forms of communication, ethernet, Wiegand and such,
- 2.20. The connection of the controller must be in such a way that, if one controller fails, the other controllers, must take over and continue with the functions,
- 2.21. The Bill of Quantities (BOQs) is attached as Annexure A.

### **3. General**

- 3.1. Provide an ESS that meets the criteria detailed in this document.
- 3.2. Provide training and documentation (soft and hard copies) of the systems.
- 3.3. All keys and passwords including administration and user/operator passwords must be handed over to the department.
- 3.4. Provide additional associated access control and CCTV hardware as required for integration into the Access Control System (ACS), in order to accommodate and facilitate future growth or changes to the KZN Treasury estate throughout the term of the contract.
- 3.5. CCTV cameras to be installed outdoors and certain areas must be weather and vandal proof/anti-vandal, these cameras must be installed out of reach of an adult person. All cameras must have infra-red light to be able to work in dark and black pitched areas and they must show a true colour in the dark but not work as black and white as this will not stand in court as evidence if an incident should occur in the dark. The cameras should give a sufficient shutter when the sun shines directly into the camera.
- 3.6. Where CCTV PTZ camera is required, it must include all necessary accessories and the joystick from the same OEM as the PTZ. No mixed technologies.
- 3.7. The site must have a local CCTV recording unit which will be recording and storing local site's events and must backup at a scheduled time to the designated main server to avoid loss of data.
- 3.8. All IESS network switches and cabinets must be installed in the switching room and control room. The ESS must have its own separate cabinets, network switches and must use a separate colour coded network cable (orange).
- 3.9. All switching rooms where ESS's electronics and hardware will be installed, must be clean and clear of hazardous equipment's.
- 3.10. All ESS's must be installed on the UPS.
- 3.11. Label all supplied equipment and cables on the map and system software.
- 3.12. Galvanised conduit to be used for outdoor cables runs, and its accessories.
- 3.13. Allocated cable trays in the ceiling to be used for running of cables.
- 3.14. No running of cable together/along buildings power (single/three phase).
- 3.15. No running of cables over/across the lights in the ceiling.
- 3.16. Supply recommended enclosures, for IESS equipment's, (CCTV, ACS, trunking, conduit etc.).
- 3.17. Report and repair all damaged areas by the SP.

### **4. Specification**

This is the minimum specification of the required ESS but not limited to. The proposed system must be an integrated one, it must be able to integrate with CCTV, alarm system and security guard patrol system. The system must work on an offline and online mode. System must give auditable report and also its video footage must be watermark in order to be able to be used as evidence when required. In case of emergency, all automated doors must be auto de-activated by a press of one button from a system.

Should there be any naming difference/scaled up from the minimum specification, the bidder is required to indicate such next to sub-categories.



#### **4.1. Access Control System,**

##### **4.1.1. Biometrics Reader Type 1;**

- 4.1.1.1. Reader must have TCP/IP ethernet and Wiegand communication.
- 4.1.1.2. Reader must have at least 9000 templates.
- 4.1.1.3. The reader must support authentication technology.
- 4.1.1.4. Reader must be weatherproof with the minimum of IP 65 rating (where installed outside of the building an additional recommended weatherproof bracket must be installed to protect the unit).
- 4.1.1.5. Reader must use an average of 12vDC power.
- 4.1.1.6. The reader must have a three colour LED indicator for access granted/denied where (green means access granted, red means access denied, third colour blue/yellow means on standby mode).
- 4.1.1.7. The system must use these below minimum modes to authenticate:
- 4.1.1.8. Finger only.
- 4.1.1.9. Finger and card.
- 4.1.1.10. Card only.
- 4.1.1.11. Option of card or finger.

##### **4.1.2. Biometrics Reader Type 2;**

- 4.1.2.1. Reader must have TCP/IP ethernet and Wiegand communication.
- 4.1.2.2. Reader must have at least 9000 templates.
- 4.1.2.3. The reader must support desfire / Bluetooth / NFC authentication technology.
- 4.1.2.4. Reader must be weatherproof with the minimum of IP 65 rating (where installed outside of the building an additional recommended weatherproof bracket must be installed to protect the unit).
- 4.1.2.5. Reader must use an average of 12vDC power.
- 4.1.2.6. The reader must have LED indicator for access granted/denied (green means access granted and red means access denied).
- 4.1.2.7. The system must use these below minimum modes to authenticate:
- 4.1.2.8. Finger only.
- 4.1.2.9. NFC/Bluetooth.
- 4.1.2.10. Mobile app with free credentials.

##### **4.1.3. Access Card Reader Type 1;**

- 4.1.3.1. The reader must use Wiegand and OSDP (Open Supervised Device Protocol) communication.
- 4.1.3.2. Reader must be weatherproof with the minimum of IP 67 rating (where installed outside of the building an additional recommended weatherproof bracket must be installed to protect the unit).
- 4.1.3.3. The reader must have LED indicator for access granted/denied (green Means access granted and red means access denied).
- 4.1.3.4. Must operate at an average 12vDC of power.
- 4.1.3.5. Authentication technology integration must include the following:
- 4.1.3.6. Desfire
- 4.1.3.7. Bluetooth
- 4.1.3.8. NFC
- 4.1.3.9. RFID Proximity Card Readers must be UL-294 certified.

##### **4.1.4. Controller Board 1:**

- 4.1.4.1. The controller must be able to charge the back-up battery via PoE (Power over Ethernet).



- 4.1.4.2. The controller must have built-in/ onboard two (2) readers, and no additional modules to be used.
- 4.1.4.3. The controller must have built-in / onboard two (2) R485 ports.
- 4.1.4.4. Must have built-in/onboard two (2) RJ45 (ethernet) ports.
- 4.1.4.5. Eight (8) built-in/ onboard inputs/outputs (I/O)'s.
- 4.1.4.6. Must be able to handle a minimum of five (5) different card formats simulations through a reader.
- 4.1.4.7. Must be able to store a minimum of 30 000 transactions and 50 000 cards.
- 4.1.4.8. The system must use both built-in / onboard RS485 and Ethernet / LAN (PoE) ports for communication simultaneously.
- 4.1.4.9. The controller must use 12vDC input volt and use 12vDC output power; and make use of a 12vdc 7a/h battery back-up.
- 4.1.4.10. The controller must be inside a lockable enclosure with a battery backup unit.
- 4.1.4.11. Controller must be EN 55022:2010.
- 4.1.4.12. Controller components must be EN 50130-4:2011.
- 4.1.4.13. Controller must be FCC certified.
- 4.1.4.14. Controller must be UL-1076 certified.
- 4.1.4.15. Controller must be ULC-S319 certified.
- 4.1.4.16. The controller must be UL-294 certified.
- 4.1.5. Controller board 2:
  - 4.1.5.1. For the server room / switching room areas inside a lockable rack cabinet, a 1u 19" rack mount network controller, which will fit inside the server/network cabinet must be utilised to save space.
  - 4.1.5.2. The controller must be able to charge its back-up battery via PoE.
  - 4.1.5.3. The controller must have built-in / onboard two (2) readers, and no additional modules to be used.
  - 4.1.5.4. The controller must have built-in/onboard two (2) R485 ports.
  - 4.1.5.5. Must have built-in/onboard two (2) RJ45 (ethernet) ports.
  - 4.1.5.6. Eight (8) built-in / onboard input/ output (I/O)'s.
  - 4.1.5.7. Must be able to handle a minimum of five (5) different card formats simulations through a reader.
  - 4.1.5.8. Must be able to store a minimum of 30 000 transactions and 50 000 cards.
  - 4.1.5.9. The system must use both built-in / onboard RS485 and Ethernet / LAN (PoE) ports for communication simultaneously.
  - 4.1.5.10. The controller must use 12vDC input volt and uses 12vDC output power and make use of a 12vdc 7a/h battery back-up.
  - 4.1.5.11. Controller must be EN 55022:2010.
  - 4.1.5.12. Controller components must be EN 50130-4:2011.
  - 4.1.5.13. Controller must be FCC certified.
  - 4.1.5.14. Controller must be UL-1076 certified.
  - 4.1.5.15. Controller must be ULC-S319 certified.
  - 4.1.5.16. The controller must be UL-294 certified.
- 4.1.6. Break Glass Unit BGU:
  - 4.1.6.1. Triple pole.
  - 4.1.6.2. Resettable PVC (Polyvinyl chloride) break glass unit.
  - 4.1.6.3. Power 12/24Vdc.
  - 4.1.6.4. Plastic protective cover.
  - 4.1.6.5. Adjustable sounder.
  - 4.1.6.6. Adjustable LED's.
  - 4.1.6.7. Surface mount.
- 4.1.7. Client Desktop;
  - 4.1.7.1. Core i7 Processor.



- 4.1.7.2. 8 gig DDR4 RAM (random access memory).
- 4.1.7.3. 1TB HOD (hard disk drive).
- 4.1.7.4. Windows 10 Pro operating system, fully licensed.
- 4.1.7.5. Microsoft Office, fully licensed.
- 4.1.7.6. Wired optical mouse and keyboard.
- 4.1.7.7. Two (2) 23" LCD monitors, one (1) 32" LCD monitor, using VGA / HDMI port, with triple monitor mount bracket.
- 4.1.7.8. HDMI, VGA RS232 ports.
- 4.1.7.9. DVD RW+.
- 4.1.7.10. USB ports.
- 4.1.7.11. Wifi-network connection and RJ45 network port.
- 4.1.7.12. Disabled windows games.
- 4.1.8. Management Software
  - 4.1.8.1. The system must have the following functionality:
  - 4.1.8.2. Allow cards or biometrics to be immediately suspended from one central point.
  - 4.1.8.3. Allow the grouping together of access points for the configuration and control of access.
  - 4.1.8.4. Allow configuration of access control down to a per door basis.
  - 4.1.8.5. Display access control points and cameras on plan drawings.
  - 4.1.8.6. Show alarms on plan drawings.
  - 4.1.8.7. Allow access points to have different security modes, to open or disarm and alarm system, allow the first person to the building to auto dis-arm the alarm by tagging the card or presenting a finger to the reader, the last person out of that building to automatically arm the alarm by tagging or presenting their finger to the reader.
  - 4.1.8.8. Use an enterprise grade database.
  - 4.1.8.9. Have a Visitor Management System.
  - 4.1.8.10. Have Time and attendance and Anti-pass back.
  - 4.1.8.11. Integrate with elevator control.
  - 4.1.8.12. Integrate with the fire alarm system.
  - 4.1.8.13. Be configurable via a web browser interface.
  - 4.1.8.14. Have asset tracking.
  - 4.1.8.15. Have security alarm integration.
  - 4.1.8.16. Be able to control multiple sites.
  - 4.1.8.17. Generate evacuation reports.
  - 4.1.8.18. Integrate with wireless reader.
  - 4.1.8.19. Have patrol guard tour.
  - 4.1.8.20. Have Emap or building dynamic mapping.
  - 4.1.8.21. Have cell phone or mobile app.
  - 4.1.8.22. Have video management.
  - 4.1.8.23. Have photo ID badging.
  - 4.1.8.24. Allow an unlimited number of clients to access the systems.
  - 4.1.8.25. Be capable of recording the following events:
    - 4.1.8.25.1. Access allowed.
    - 4.1.8.25.2. Access denied.
    - 4.1.8.25.3. Unauthorised exit.
    - 4.1.8.25.4. Forced entry attempt.
    - 4.1.8.25.5. Door propped/held open.
    - 4.1.8.25.6. Equipment fault.
    - 4.1.8.25.7. Pass back.
  - 4.1.8.26. For each event type, the system must record the following data as a minimum - event type, location, card ID, date, and time,



- 4.1.8.27. Alerting the following events:
  - 4.1.8.28. Forced entry attempt.
  - 4.1.8.29. Door propped/held open.
  - 4.1.8.30. The system must support air locking (i.e. second door must not open until first door is closed).
  - 4.1.8.31. The system must support locking down a building / zone from a central console.
  - 4.1.8.32. The system must allow multiple operators at multiple locations.
  - 4.1.8.33. The system must allow remote opening of doors.
  - 4.1.8.34. The system must support multiple failure modes (fail open, fail locked).
  - 4.1.8.35. The system must show card holder details on the operator console for events.
  - 4.1.8.36. The system must have pre-configured scheduled reporting.
  - 4.1.8.37. The system must have customisable reporting.
  - 4.1.8.38. The system must have granular administration.
  - 4.1.8.39. The system must allow administrators to temporarily increase or decrease a card holder's access rights
  - 4.1.8.40. The system must provide the auditing of administrator changes.
  - 4.1.8.41. The system should support access to cabinet lockers.
  - 4.1.8.42. The system must allow the independent issuance of access credentials to visitors/  
contractors who do not exist in the department's identity databases.
  - 4.1.8.43. The system must interface with AD (Active Directory) for card holder identification and authentication.
  - 4.1.8.44. The system must interface with AD for card holder identification and authentication.
  - 4.1.8.45. The system must integrate with AD for operator sign on.
  - 4.1.8.46. The system must use a graphical user interface.
  - 4.1.8.47. The system must be able to be monitored by Nagios.
  - 4.1.8.48. The system must use departments centralised NTP (network time protocol) server.
  - 4.1.8.49. The servers must run on a VMWare (virtual machine) ESX (Elastic Sky X) environment.
  - 4.1.8.50. The system must be able to accept user data from multiple systems HR (Human Resources) and payroll.
  - 4.1.8.51. The system must be scalable to an unlimited number of access points.
  - 4.1.8.52. All data/records including biometrics collected from one site, must be auto populated to different sites without being re-registered.
  - 4.1.8.53. Must be able segregate information to be seen only by the operators of different sites.
  - 4.1.9. Server
    - 4.1.9.1. Hot swappable, 2U rack mount.
    - 4.1.9.2. Processor RAM 8GB.
    - 4.1.9.3. Two (2) Gigabit network cards with PCI Express interface.
    - 4.1.9.4. Operating System Windows Server 2016.
    - 4.1.9.5. Local hard disk - minimum 50GB drive free space on system drive, Raid 5, HDD storage 100TB,
    - 4.1.9.6. 1x VGA and series port, 2x Ethernet ports, 2x USB port, pull-out server screen with integrated keypad and a built-in mouse pad, 8x Slots for HDD
- 4.2. Surveillance CCTV System:**
- 4.2.1. Recording Units:
    - 4.2.1.1. Must have 16/24/32/64 channel RJ45 plug in.
    - 4.2.1.2. Must use PoE to power cameras.



- 4.2.1.3. Must use H.265+ format and 5MP per channel.
  - 4.2.1.4. Must be ONVIF complaint.
  - 4.2.1.5. Must have built-in dual Lan, VGA, HDMI ports, RS485 and,
  - 4.2.1.6. Audio and alarm I/O,
  - 4.2.1.7. Must have dual video display and ANR,
  - 4.2.1.8. Must support RAID5 and hot spare,
  - 4.2.1.9. Must have VCA
  - 4.2.1.10. Must have these minimum analytics functions: Region Entrance, Region Exiting, Advanced Motion Detection, Tamper Detection, Line Crossing, Loitering, Human Detection, People Counting, Object Left, Object Removed.
  - 4.2.1.11. Must be able to general Playback, Event Playback, Tag Playback, Split Playback, Picture Playback
  - 4.2.1.12. Must be able to do continuous recording, Event (Motion Detection, Alarm, VCA, Smart Analysis
  - 4.2.1.13. The system must provide the auditing of administrator changes.
- 4.2.2. Cameras:
- 4.2.2.1. PTZ Camera:
    - 4.2.2.1.1. The camera must be an edge solution with these minimum analytics functions: Advanced motion detection, Object removed, People counting, Object left, Human detection, Loitering, Line crossing, Tamper detection, Region entrance, Region exit,
    - 4.2.2.1.2. Must have the smart IR 11, Super WDR.
    - 4.2.2.1.3. IP67 and IK10 weatherproof.
    - 4.2.2.1.4. PoE and 12vDC current.
    - 4.2.2.1.5. Must have a minimum of 156GB storage.
    - 4.2.2.1.6. Must have a minimum of 2MP and must be a Starlight camera.
    - 4.2.2.1.7. Must uses a minimum of H.265+ format and 30fps.
    - 4.2.2.1.8. Must be a Pan Tilt Zoom camera.
    - 4.2.2.1.9. Must be ONVIF (Open Network Video Interface Forum) complaint.
    - 4.2.2.1.10. Managing Software.
  - 4.2.2.2. Bullet/Dome Camera Type:
    - 4.2.2.2.1. The camera must be an edge solution with these minimum analytics functions: Advanced motion detection, Object removed, People counting, Object left, Human detection, Loitering, Line crossing, Tamper detection, Region entrance, Region exit.
    - 4.2.2.2.2. Must have the smart IR 11, Super WDR.
    - 4.2.2.2.3. IP67 and IK10 weatherproof.
    - 4.2.2.2.4. PoE and 12vDC current.
    - 4.2.2.2.5. Must have a minimum of 156GB storage.
    - 4.2.2.2.6. Must have a minimum of 2MP and must be a Starlight camera.
    - 4.2.2.2.7. Must uses a minimum of H.265+ format and 30fps.
  - 4.2.2.3. Panoramic Cameras 180°/360°
  - 4.2.2.4. The camera must be an edge solution with these minimum analytics functions: Advanced motion detection, Object removed, People counting, Object left, Human detection, Loitering, Line crossing, Tamper detection, Region entrance, Region exit.
  - 4.2.2.5. Must have a Super WDR.
  - 4.2.2.6. IP67 and IK10 metal housing weatherproof.
  - 4.2.2.7. PoE and 12vDC current.
  - 4.2.2.8. Must have a minimum of 156GB storage.
  - 4.2.2.9. Must have a minimum of 5MP and must be a Starlight camera.



- 4.2.2.10. Must use a minimum of H.265+ format and 30fps.
- 4.2.2.11. Must have a built-in Microphone.
- 4.2.2.12. Defog & heat mapping.
- 4.2.2.13. Must use the 180°/360° through a single lens.

#### **4.3. Control Room Video Wall**

- 4.3.1. Industrial level LCD panel, suitable for continuous 24/7
- 4.3.2. Operation,
- 4.3.3. High contrast ratio and brightness greatly enhance the video
- 4.3.4. definition and details,
- 4.3.5. High fidelity digital processing for a brilliant and vivid video,
- 4.3.6. Shorter response time and no image ghosting,
- 4.3.7. ultra-wide viewing angle,
- 4.3.8. Screen Size 55"(16:9),
- 4.3.9. LCD Technology,
- 4.3.10. Resolution 1920x1080,
- 4.3.11. Backlight Direct LED,
- 4.3.12. Bezel Width 0.44mm(U/L) 0.44mm(R/B),
- 4.3.13. Pixel Density 40dpi,
- 4.3.14. Brightness 700cd/m<sup>2</sup>,
- 4.3.15. Contrast Ratio 1200:1,
- 4.3.16. Viewing Angle H 178°, V 178°,
- 4.3.17. Response Time 8ms,
- 4.3.18. Display Color 10bit,
- 4.3.19. Color Temperature 10,000K,
- 4.3.20. MTBF 50,000h,
- 4.3.21. Input 2 CVBS, 1 VGA 1 DVI-D, 1 HDMI, 1 RS232, 1 USB, 1 IR,
- 4.3.22. Output 2 CVBS, 1 RS232,
- 4.3.23. Control RS232, Infrared Remote,
- 4.3.24. Wall mounted/ floor standing,
- 4.3.25. Video wall controller,

#### **4.4. Network Switch 16/24/48 Ports**

- 4.4.1. PoE network switches.
- 4.4.2. Gigabit switch.
- 4.4.3. Two (2) SFP.
- 4.4.4. Managed switch.

#### **4.5. Cables**

- 4.5.1. Orange Cat5e/6 UTP, Shielded, Comms cable,
- 4.5.2. Grey Mylar cable 0,22mm shielded will be utilised (4 core/ 6 core/ 8 core/ 10 core/12 core),
- 4.5.3. Stranded twin flex,

#### **4.6. UPS**

- 4.6.1. 5KVA with extended battery,
- 4.6.2. Online rack mount,
- 4.6.3. LCD display,

#### **4.7. No Touch to Exit**

- 4.7.1. Permanent LED,
- 4.7.2. Change colour when hand hovered,
- 4.7.3. 12Vdc,

#### **4.8. Door Monitor Sensor,**

- 4.8.1. Flush mount door monitor,
- 4.8.2. Common, N/C, N/O,



- 4.9. Door Closer,**
  - 4.9.1. Automatic open and close the door,
  - 4.9.2. Where requested electronics automatic open door/close door,
- 4.10. Smart Card Printer,**
  - 4.10.1. ID access cards printer,
  - 4.10.2. Reversible printing on both sides,
  - 4.10.3. Must be able to produce watermark,
- 4.11. Maglock,**
  - 4.11.1. 12vDC of power and with 300kgs of holding force,
- 4.12. Access Card,**
  - 4.12.1. MIFARE access card with Ultra-high security credential (UHSC) which has a bit format of 34 Bit BLW 32-S,



## 5. Evaluation Requirements

### 5.1. Mandatory Requirements:

In this stage, the bidder needs to comply to all of these mandatory requirements in order to proceed to the next stage.

No	Description	Substantiating evidence of compliance (used to evaluate bid)	Evidence reference (to be completed by bidder) Provide unique reference e.g. Annexure A-BOQ																					
5.1.1.	The bidder must be PSIRA (Private Security Industry Regulatory) registered,	Attach documentation (valid certificate, license, or membership card) indicating clearly the company's PSIRA registration.																						
5.1.2.	Company profile indicating experience at least 5 years in installation with contactable references.	Attach documentation: - Company profile indicating 5 years' experience with contactable references.																						
5.1.3.	CCTV Certification	Attach documentation: - CCTV Certificate																						
5.1.4.	<p><b>Product Requirement:</b>            The ACS's controller must have all the following:</p> <ul style="list-style-type: none"> <li>a) Built-in/onboard POE Ethernet and Wiegand comms,</li> <li>b) Built-in/onboard 2 reader controller with inputs and output,</li> <li>c) Must have built-in/onboard 2x readers, and</li> <li>d) Must have built-in/onboard R485 ports,</li> <li>e) Must have built-in/onboard RJ45 (ethernet) port,</li> <li>f) Built-in/onboard inputs/outputs (I/O)'s</li> <li>g) Must be able to store a minimum of 30 000 transactions and 50 000 card.</li> </ul>	<p>Provide the product brochure/documentation from OEM/OSM indicating how the proposed product/solution complies with the technical requirement (provide the page and paragraph numbers where evidence will be identified)</p> <table border="1"> <thead> <tr> <th>Technical Requirements</th> <th>Comply (Yes/No)</th> <th>If YES provide reference (page and paragraph numbers) of documentation</th> </tr> </thead> <tbody> <tr> <td>(a)</td> <td></td> <td></td> </tr> <tr> <td>(b)</td> <td></td> <td></td> </tr> <tr> <td>(c)</td> <td></td> <td></td> </tr> <tr> <td>(d)</td> <td></td> <td></td> </tr> <tr> <td>(e)</td> <td></td> <td></td> </tr> <tr> <td>(f)</td> <td></td> <td></td> </tr> </tbody> </table>	Technical Requirements	Comply (Yes/No)	If YES provide reference (page and paragraph numbers) of documentation	(a)			(b)			(c)			(d)			(e)			(f)			
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5.1.5.	The access card must be compatible to UHSC (Ultra High Security Credential) Virtual Credentials	Provide the product brochure/documentation from OEM/OSM indicating how the proposed product/solution complies with the technical requirement (provide the page and paragraph numbers where evidence will be identified)																						
5.1.6.	<p>The ACS biometrics reader must the following minimum functions:</p> <p>a) Reader must have TCP/IP ethernet and Wiegand communication.</p> <p>b) Reader must have at least 9000 templates/users.</p> <p>c) Reader must be weatherproof with the minimum of IP 65 rating.</p> <p>d) Reader must use an average of 12vDC power.</p> <p>e) Minimum modes to authenticate:</p> <p style="margin-left: 40px;">a. Finger only.</p> <p style="margin-left: 40px;">b. Finger and card.</p> <p style="margin-left: 40px;">c. Card only.</p> <p>Option of card or finger.</p>	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 33%;">Technical Requirements</th> <th style="width: 15%;">Comply (Yes/No)</th> <th style="width: 52%;">If YES provide reference (page and paragraph numbers) of documentation</th> </tr> </thead> <tbody> <tr> <td>(a)</td> <td></td> <td></td> </tr> <tr> <td>(b)</td> <td></td> <td></td> </tr> <tr> <td>(c)</td> <td></td> <td></td> </tr> <tr> <td>(d)</td> <td></td> <td></td> </tr> <tr> <td>(e)</td> <td></td> <td></td> </tr> <tr> <td>(f)</td> <td></td> <td></td> </tr> </tbody> </table>	Technical Requirements	Comply (Yes/No)	If YES provide reference (page and paragraph numbers) of documentation	(a)			(b)			(c)			(d)			(e)			(f)			
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5.1.7.	The bidder must be accredited with the OEM/OSM for the supply, install and maintenance of the system/solution they are proposing to the department.	Attach a copy of a valid OEM/OSM certificate for the supply and installation of access control systems																						



**5.2. Functionality Requirement:**

In this phase the bidder must score a minimum of 25 points in order to proceed to the next stage.

No.	Description	Criteria	Points				
5.2.1.	<p><b>Project Plan:</b> Provide project plan with activities, deliverables, timelines, responsible person and financial milestones.</p> <table border="1" data-bbox="256 621 776 730"> <tr> <td>No project plan provided / incomplete project plan</td> <td>0</td> </tr> <tr> <td>Complete project plan provided</td> <td>20</td> </tr> </table>	No project plan provided / incomplete project plan	0	Complete project plan provided	20	<p><b>Attach the project plan must be in format of a Gantt-chart must include the following milestones:</b></p> <ul style="list-style-type: none"> <li>- Site readiness assessment</li> <li>- Design for the security system</li> <li>- Decommission and uninstall.</li> <li>- Installation, configuration, and integration of the proposed system</li> <li>- Training</li> <li>- Post implementation (completion certifications)</li> <li>- Handover</li> </ul> <p>The project management life cycle must be covered. i.e. 1) Initiation; 2) Planning; 3) Execution; 4) Monitoring and Control; and 5) Closure.</p>	20
No project plan provided / incomplete project plan	0						
Complete project plan provided	20						
5.2.2.	<p><b>Risk Management Plan:</b> Provide a plan detailing identified risks and mitigation strategies.</p> <table border="1" data-bbox="256 1176 776 1285"> <tr> <td>No plan provided / incomplete plan</td> <td>0</td> </tr> <tr> <td>Complete plan provided</td> <td>10</td> </tr> </table>	No plan provided / incomplete plan	0	Complete plan provided	10	<p><b>Attach the Risk Management Plan which must include the following:</b></p> <ul style="list-style-type: none"> <li>- Risk management process / methodology</li> <li>- Risk identification sources</li> <li>- Risk assessment matrix</li> <li>- Risk register Template for reporting</li> <li>- Risk register profile depicting generic / predetermined / emerging risks and pre-determined controls associated with the milestones:               <ul style="list-style-type: none"> <li>• Site readiness;</li> <li>• Designing;</li> <li>• Decommissioning and uninstalling;</li> <li>• Installation, configuration and integration;</li> <li>• Training;</li> <li>• Post implementation; and</li> <li>• Handover and period of support / maintenance.</li> </ul> </li> </ul> <p>In addition, risk identification at all the phases of the project management life cycle, must be covered. i.e. 1) Initiation; 2) Planning; 3) Execution; 4) Monitoring and Control; and 5) Closure.</p>	10
No plan provided / incomplete plan	0						
Complete plan provided	10						



5.2.3.	<p>The bidder must provide a reference letter for <b>installation of access control and CCTV systems</b> in the last five (5) years (2018 to date).</p> <p>Bidders will be scored as follows:</p> <table border="1" data-bbox="256 428 781 506"> <tr> <td>No reference letter</td> <td>0</td> </tr> <tr> <td>One or more reference letters</td> <td>20</td> </tr> </table>	No reference letter	0	One or more reference letters	20	Reference letter (s) must be in the letterhead of the client, include the cost of the project, duration and contact.	<b>20</b>
No reference letter	0						
One or more reference letters	20						
<b>Total points</b>			<b>50</b>				

**6. Site Briefing Session**

Given the technical nature of this bid, bidders are required to attend an optional clarification meeting on site as follows:

Date: 07 March 2024  
 Time: 10:00am  
 Venue: Virtual (MS Team)

**7. WARRANTIES**

7.1 The service provider must give the department 12 months warranty on equipment and workmanship, meaning, the service provider will be responsible for any malfunction because of a faulty equipment or workmanship during the first 12 months.

**8. Security screening**

The successful bidder and personnel to be allocated for this project may be subjected to a security screening investigation by the State Security Agency

**9. Pricing**

THE PRICING PER UNIT IS PROVIDED FOR IN THE BOQ.  
 PRICE IN RSA CURRENCY, TENDER PRICE MUST INCLUDE VALUE ADDED TAX.

SITE	Decommissioning of the existing system	Supply, installation and commissioning the new ESS	Access control including network, accessories, and labour	CCTV including network, accessories, and labour	Software and Licencing	Total cost
Natalia Building						

**TOTAL ALL INCLUSIVE PRICE**

**R .....**

***NB: All pricing schedules must be completed, consolidated on SBD 3.1 and returned with the bid.***



**ANNEXURE A: BILL OF QUANTITIES (BOQs)**

<b>Natalia Building</b>			
<b>No</b>	<b>Description</b>	<b>Quantity</b>	<b>Unit price</b>
<b>ACS</b>			
1.	Biometrics Reader 1	1	
2.	Biometrics Reader 2	5	
3.	Access Card Reader	2	
4.	BGU	10	
5.	DM	10	
6.	Maglock 350kg including ZL bracket	2	
7.	No touch to exit including bracket	4	
8.	Wireless remote	2	
9.	RFID reader	4	
10.	Integration with visitor management scanner	1	
11.	Wifi network access point for handheld scanners	1	
12.	Strobe Light	5	
13.	Piezo	5	
14.	RFID Tags	50	
15.	Mifare Access Card with visible card number	50	
16.	Card Holder	50	
17.	Lanyards	50	
18.	Installation & configuration of supplied Client desktop and adobe PDF	1	
19.	Controller Board 1	7	
20.	Controller Board 2	1	
21.	12v/7AH back-up battery	9	
22.	10amps PSU	8	
23.	1x 32" LCD monitor using VGA/HDMI port,	1	
<b>CCTV</b>			
24.	WRD wide range mini dome camera {20m IR}	3	
25.	Wide range mini dome camera (20m IR)	5	
26.	Verifocal mini dome camera {20m IR}	8	
27.	NVR 16 ch 20 TB space	1	
28.	Monitor 43" with wall mount bracket	1	
29.	CCTV Software license for configuration & integration of camera	6	



<b>Network &amp; Accessories</b>			
30.	5KVA Online UPS	1	
31.	9U Lockable Cabinet	1	
32.	24 Port Network switch	1	
<b>Cable</b>			
33.	Cat 5e	5000	
34.	Mylar Cable	4500	

