



RFP14 /23

APPOINTMENT OF A SERVICE PROVIDER TO RENDER SECURITY GUARDING SERVICES AT VARIOUS ITHALA PROPERTIES IN KWA-ZULU NATAL FOR A PERIOD OF 36 MONTHS.

CLOSING DATE: 20 MAY AT 11H00

Issued by:

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

Procurement Enquires:

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

Name of Bidder:

For any complaints regarding our supply chain management abuses please contact Larissa Warren at 031 907 8610 or email complaints@ithala.co.za alternatively you can lodge an anonymous complaint at our toll-free hotline number 0800 0004 82

REQUEST FOR PROPOSALS

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

BID NUMBER: **RFP14/23**

CLOSING DATE: **20 MAY 2024**

TIME: **11:00 am**

DESCRIPTION: **APPOINTMENT OF A SERVICE PROVIDER TO RENDER
SECURITY GUARDING SERVICES AT VARIOUS ITHALA
PROPERTIES IN KWA-ZULU NATAL FOR A PERIOD OF 36
MONTHS**

COMPULSORY SITE
INSPECTION:

Yes

No

DATE	TIME	VENUE
09 MAY 2024	10h00 – 12h00	Ithala Trade Centre- Knowledge Centre.

The below clusters are a part of the four clusters previously advertised under RFP04/21.

Kindly indicate the cluster that you are bidding for:

REGION	INDICATE ONLY WHERE APPLICABLE
Cluster 1	
Cluster 2	
Cluster 3	

NB: A bidder will only be awarded one cluster. Bidders are encouraged to apply for the cluster within where they are located.

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C.1 TENDER NOTICE AND INVITATION TO TENDER

APPOINTMENT OF A SERVICE PROVIDER TO RENDER SECURITY GUARDING SERVICES AT VARIOUS ITHALA PROPERTIES IN KWA-ZULU NATAL FOR A PERIOD OF 36 MONTHS.

COLLECTION OF BID DOCUMENTS

The bid documents can be obtained online from the Ithala website (www.ithala.co.za) and National Treasury e-tender portal, www.etenderportal.gov.za at no cost.

SUBMISSION OF BID DOCUMENTS

The proposals must be submitted in sealed envelopes delivered at Ithala Trade Centre, 29 Canal Quay Road (for GPS use 29 Signal Road), Point, Durban and should be deposited in the box located at the ground floor reception. The closing time for receipt of tenders is **20 MAY 2024 at 11h00am**.

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

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

Technical and administrative queries relating to these documents may be addressed in writing only quoting the Bid No. for attention: Supply Chain Management Unit by email to tenders@ithala.co.za
Tenders may only be submitted on the original tender documentation that is issued by Ithala written in black ink. This tender document may not be reproduced.

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

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	RFP14/23	CLOSING DATE:	20 MAY 2024	CLOSING TIME:	11am
DESCRIPTION	APPOINTMENT OF A SERVICE PROVIDER TO RENDER SECURITY GUARDING SERVICES AT VARIOUS ITHALA PROPERTIES IN KWA-ZULU NATAL FOR A PERIOD OF 36 MONTHS.				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
Ithala Trade Centre					
29 Canal Quay Road					
Point Waterfront					
Durban					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	SCM		CONTACT PERSON	SCM	
TELEPHONE NUMBER	0319078911		TELEPHONE NUMBER	0319078911	
FACSIMILE NUMBER	N/A		FACSIMILE NUMBER	N/A	
E-MAIL ADDRESS	tenders@ithala.co.za		E-MAIL ADDRESS	tenders@ithala.co.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]	
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE A BRANCH IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					

1. BID SUBMISSION:

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED-(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.
- 1.3. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).

2. TAX COMPLIANCE REQUIREMENTS

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE
- 2.4 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 2.5 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
- 2.6 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 WHO ARE PERSONS IN THE SERVICE OF THE STATE."

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

DATE:

C.2 INTRODUCTION

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

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

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

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

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

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

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

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

PROCUREMENT PHILOSOPHY

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

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

C.3 CONDITIONS OF BID AND CONTRACT

Bidders must indicate compliance or non-compliance on a paragraph-by-paragraph basis. Indicate compliance with the relevant bid requirements by marking the YES box and non-compliance by marking the NO box. If the contents of the paragraph only need to be noted, please mark the NOTED box.

	Conditions	Confirmation			
		Yes	No	Noted	If no, indicate deviation
1.	GUIDELINE ON COMPLETION				
1.1	The bidder must clearly state if a deviation from these requirements is offered and the reason, therefore. If an explanatory note is provided, the paragraph reference must be attached as an appendix to the bid submission. Bids not completed in the manner prescribed may be considered incomplete and rejected.				
2.	ITHALA SERVICE LEVEL AGREEMENT				
2.1	The Ithala Service Level Agreement will be the only contract signed by both parties and will form the basis of this contract. Ithala's standard terms and conditions will not be negotiated.				
3.	ADDITIONAL INFORMATION REQUIREMENTS				
3.1	During evaluation of the bids, additional information may be requested in writing from bidders. Replies to such request must be submitted, within 5 (five) working days or as otherwise indicated. Failure to comply, may lead to the bid being disregarded.				
4.	CONFIDENTIALITY				
4.1	The bid and all information in connection therewith shall be held in strict confidence by bidders and usage of such information shall be limited to the preparation of the bid.				
4.2	All bidders are bound by a confidentially agreement preventing the unauthorized disclosure of any information regarding Ithala or of its activities to any other organization or individual. The bidders may not disclose any information, documentation, or products to other clients without written approval of the accounting authority or the delegate.				
5.	INTELLECTUAL PROPERTY, INVENTIONS AND COPYRIGHT	Yes	No	Noted	If no, indicate deviation

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

	It is able to conclude this Agreement to the satisfaction of Ithala.				
8.2	Although the service provider will be entitled to provide services to persons other than Ithala, the service provider shall not without the prior written consent of Ithala, be involved in any manner whatsoever, directly or indirectly, in any business or venture which competes or conflicts with the obligations of the contractor to provide the Services.				
8.3	The Service Provider under contract is obligated to ensure that should a resource who is scheduled to carry out work for Ithala or is carrying out work for Ithala and becomes unavailable then that resource should be replaced within 7 days with a resource in possession of the same professional registration and/or qualifications/experience. The replace resource is subject to the vetting of the Ithala project manager.				
9.	PARTIES NOT AFFECTED BY WAIVER OR BREACHES				
9.1	The waiver (whether express or implied) by any Party of any breach of the terms or conditions of this Agreement by the other Party shall not prejudice any remedy of the waiving party in respect of any continuing or other breach of the terms and conditions hereof				
9.2	No favour, delay, relaxation or indulgence on the part of any Party in exercising any power or right conferred on such Party in terms of this Agreement shall operate as a waiver of such power or right nor shall any single or partial exercise of any such power or right under this Agreement.				
10	SUBMITTING BIDS				
10.1	Supply Chain Management (SCM)				
10.2	An original and electronic copy must be delivered to: ITHALA TRADE CENTRE 29 Canal Quay Road (for GPS use 29 signal road) Point Waterfront, Durban				
11	LATE BIDS	Yes	No	Noted	If no, indicate deviation
11.1	Late submissions will not be accepted. A submission will be considered late if it arrived one second after 11:00 or any time thereafter. The bid (tender) box shall be locked at exactly 11:00 and bids arriving late will not be accepted under any circumstances. Bidders are therefore strongly advised to ensure that bids be dispatched allowing enough time for any unforeseen events that may delay the delivery of the bid.				

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

14.6	PART 6: JOINT VENTURE/CONSORTIUM AGREEMENT				
14.6.1	A copy of the joint venture/consortium agreement must be included.				
14.7	PART 7: TECHNICAL PROPOSAL/FUNCTIONALITY PROPOSAL				
14.7.1	Bidders must, at least:				
14.7.1.1	Describe, in detail, exactly how they propose to carry out the activities to achieve the outcomes identified in the terms of reference. They should identify any possible problems that might hinder delivery and indicate how they will avoid or overcome such problems.				
14.7.2	The bidder must confirm, by providing letters of reference from previous/current clients including contact details, for the previous, current, or ongoing projects of similar nature. This will be verified by Ithala.				
14.8	PART 8: DEVIATIONS FROM REQUEST FOR BID	Yes	No	Noted	If no, indicate deviation
14.8.1	Please indicate deviations or modifications to this Request for Bid on form C14				
14.8.2	If no deviations are required, please mark the form “Nil” and sign				
14.9	PART 9: PRICING SCHEDULE				
14.9.1	Any budget amount that may be indicated in this document shall be deemed to be a guide only and bidders are expected to submit a costing that is fair and reasonable.				
14.9.2	A proposed pricing schedule with one of the specified elements (fees and reimbursable costs) omitted from the costing, may be considered non-responsive.				
14.10	PART 10: PROCUREMENT TIMELINES				
14.10.1	This part of a bid documents informs bidders when the bid process is expected to be finalized. It may not necessarily be followed.				
14.10.2	Terms of reference (TOR) are the requirements by Ithala. When a proposal is submitted, a bidder must be certain that TOR are understood and has the capacity to offer a specified service.				
14.11	PART 11: ANNEXURES				

14.11.1	Bidder must insert all their additional annexures in part 11. This can include professional registrations, insurances etc.				
14.12	VAT				
14.12.1	Ithala is a VAT Vendor. Prices quoted must include VAT (where applicable).				
14.12.2	Ithala reserves the right to request the preferred bidder to register for VAT if the award is anticipated to be more than R1m for 12 consecutive months as the VAT Act requires.				
15	PRESENTATIONS				
15.1	Ithala reserves the right to invite bidders for presentations before the award of the bid.				
15.2	Presentation may affect the points awarded for functionality.				N/A
16	NEGOTIATION	Yes	No	Noted	If no, indicate deviation
16.1	Ithala has the right to enter negotiation with a prospective contractor regarding any terms and conditions, including price(s), of a proposed contract.				
16.2	Ithala shall not be obliged to accept the lowest or any financial offer or proposal. Furthermore, Ithala reserve the right not to award the tender to highest ranking bidder in terms of SCM Policy.				
16.3	All bidders will be informed whether they have been successful or not. A contract will only be deemed to be concluded when reduced to writing in a contract form signed by the designated responsible person of both parties.				
17	DOMICILIUM				
17.1	The parties hereto choose <i>domicilium citandi et executandi</i> for all purposes of and in connection with the final contract as follows:				
	Ithala Trade Centre 29 Canal Quay Road (for GPS 29 Signal Road) Point Waterfront Durban				
18	COST OF BID PREPARATION				
18.1	Bidders shall prepare and submit a bid at their own expense.				
19.	SITE INSPECTIONS				

19.1	Ithala reserves the right to carry out site inspections of bidders to establish suitability of properties, vehicles, etc. to perform services effectively and efficiently				
20	BID VALIDITY PERIOD				
20.1	Bid will be valid for a period of 90 days				
20.2	The bidder must hold the tender offer(s) valid for acceptance by the employer at any time during the validity period stated in the tender data after the closing time stated in the tender data.				
20.3	If requested by the employer, the bidder must consider extending the validity period stated in the tender data for an agreed additional period.				
21	ISSUE ADDENDA	Yes	No	Noted	If no, indicate deviation
21.1	If necessary, the employer may issue addenda that may amend or amplify the tender documents to each tenderer during the period from the date that tender documents are available until seven days before the tender closing time stated in the Tender Data. If, as a result a tenderer applies for an extension to the closing time stated in the Tender Data, the Employer may grant such extension and, shall then notify those tendering entities appearing on the attendance list				
21.2	Tenderers must sign the attendance list in the name of the tendering entity. Addenda will be issued to and tenders will be received only from those tendering entities appearing on the attendance list				
21.3	The bidder must acknowledge receipt of addenda to the tender documents, which the employer may issue.				
22	SUBMITTING OF FRAUDULENT DOCUMENTS				
22.1	Ithala will disregard the bid of any bidder if that bidder or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.				
22.2	Ithala will list bidders/ directors in the list of restricted suppliers, and they will not conduct any business with an organ of state.				
22.3	All documentation will be verified and bidders who have submitted fraudulent documentation will be disqualified from further evaluation and reported to the relevant authorities.				

23	<u>EVALUATION ON PRICE AND SPECIFIC GOALS</u>	Yes	No	Noted	If no, indicate deviation
23.1	Pricing and specific goals evaluation will be performed on bidders who qualified for Stage 2.				
23.2	All prices submitted may be subject to negotiation				
24	ADJUDICATION OF BID				
24.1	The Bid Adjudication Committee will consider the recommendations and make the final award.				
24.2	The bid shall be awarded at the sole and absolute discretion of Ithala. Ithala hereby represents that it is not obliged to award this bid to any bidder. Ithala is entitled to retract this bid at any time as from the date of issue. Ithala is not obliged to award this bid to the bidder that quotes the lowest.				
24.3	A bidder shall be disqualified from bidding if any attempt is made either directly to solicit and/or canvass any information from any employee or agent of Ithala regarding this bid from the date the offer is submitted until the date of award of the bid.				
25	Awarding of contract				
25.1	Ithala reserves the right to award this bid in full or in part.				
25.2	An Ithala SLA will be utilised to manage the relationship, once a scope of works has been issued and agreed upon				
26	CONTRACT PERIOD				
26.1	The contract will be for a period of 36 months from date of appointment.				

C.4 CERTIFICATE OF AUTHORITY TO SIGN A BID

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

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

i. CERTIFICATE FOR COMPANY

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

Chairman:

As Witnesses:

Date:

ii. CERTIFICATE FOR CLOSE CORPORATION

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

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

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

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

NAME	ADDRESS	SIGNATURE	DATE

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

iii. CERTIFICATE FOR PARTNERSHIP

We, the undersigned, being the key partners in the business trading as,

..... hereby authorize Mr/Ms.

acting in the capacity of, to sign all documents in

connection with the tender for Contract No and any contract resulting from it on our behalf.

NAME	ADDRESS	SIGNATURE	DATE

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

iv. CERTIFICATE FOR SOLE PROPRIETOR

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

as.....

Signature of Sole owner:

As Witnesses:

1.....

2.....

Date:

v. CERTIFICATE OF AUTHORITY FOR JOINT VENTURES

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

We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorize

Mr/Ms....., authorized signatory of the

Company.....acting in the capacity of lead JV

partner, to sign all documents in connection with the tender offer and any contract resulting from it on

our behalf as a joint venture.

NAME OF JV ORGANIZATION.....

ADDRESS:

.....

.....

DULY AUTHORISED SIGNATORY NAME

DESIGNATION:

SIGNATURE

DATE:.....

C.5 CERTIFICATE OF ATTENDANCE AT COMPULSORY BRIEFING MEETING

This is to certify that (tenderer).....
of (address)
..... was represented by the person(s)
named below at the compulsory meeting held for all tenderers at: -

Date	Time	Site
09 MAY 2024	10:00	Ithala Trade Centre

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

Particulars of Bidder’s representative attending the meeting:

Name: Signature:

Capacity:

Attendance of the above person(s) at the meeting is confirmed by the Ithala’s representative, namely:

Name: Signature:

Capacity: Date and Time:

C.6 PROCUREMENT TIMELINES

PROCUREMENT TIMELINE	DATE	TIME
RFP Release Date	26 APRIL 2024	
Compulsory briefing session and clarification	09 MAY 2024	10:00
Written questions of clarification – closing date	13 MAY 2024	16h00
Written response to all clarifications	15 MAY 2024	16h00
Service Provider Proposals Due	20 MAY 2024 @ 11:00	11h00

***Indicative dates**

C.7 TERMS OF REFERENCE

1. PURPOSE

The purpose of the bid is for the appointment of an experienced service provider to render 24 Hour security guarding services at various Ithala properties in Kwa-Zulu Natal.

2. BACKGROUND

As one of the largest property portfolio holders in KwaZulu-Natal, Ithala is ideally placed to service the various business sectors, spread through-out the province. Ithala Properties undertakes the development and management of industrial and commercial related projects. These projects relate to the development of new industrial and commercial properties as well as the redevelopment and expansion of existing properties. These activities are geared towards stimulating economic growth.

The portfolio of properties is made up of 1 million square metres of industrial property and 177 000 square metres of commercial shopping facilities, across 22 shopping centres spread throughout the province.

Ithala is the pioneer into many rural areas, bringing services, shopping and banking facilities closer to local communities. The establishment of Ithala commercial centres in remote regions of the province has served as a stimulus for development. Small business has mushroomed around the centres and in some areas, additional shopping malls and facilities have been built.

3. OBJECTIVE

The objective of the Service Provider is to provide 24-hour professional security guarding services for Ithala Properties in Kwa-Zulu Natal, namely:

- Cluster 1
- Cluster 2
- Cluster 3

4. CONTRACT PERIOD

The contract period will be for a period of 36 months

5. ITHALA SITE REQUIREMENTS

NO.		Number of guards day shift	Number of guards night shift
	Cluster 1 - Durban	16	21
	Industrial		
1	Flamingo	2	3
2	KwaMashu E1137	1	2
3	Northmead	2	2
4	Paramount Park	1	3
5	Edgecombe Mill (Block C)	1	1
	Retail		
	SMME		
6	KwaMashu Motor Park (E section)	1	3
	Industrial		
7	Pinemead	3	3
8	Shepstone Park	2	2
9	The Terrace	1	2
	Retail		
11	Power Centre	2	3
	Cluster 2 – Midlands	25	24
	Retail		
1	Estcourt plaza	2	2
2	Howick Shopping Centre	1	1
3	Madadeni shopping centre	4	2
4	Tugela Ferry Shopping Centre	2	2
	SMME		
5	Mpumelelo Handicraft	0	1
6	Plessislaer Factory Units	1	1
	Retail		
7	Eshowe Shopping Centre	2	3
8	Nkandla Shopping Centre	2	1
9	Nongoma Plaza	4	2
10	Ulundi/Ondini Shopping Centre	5	4
	SMME		
11	Hlabisa Factory Unit	0	1
12	Nkandla Factory Unit	0	1
13	Ulundi Factory Unit	1	2

	Commercial		
14	Ulundi Office Block	1	1
	Cluster 3 - Coastal North	17	17
	Retail		
1	Jozini Shopping Centre	2	1
2	Makhathini Shopping Centre	2	2
3	Manguzi Shopping Centre	4	3
4	Mbazwana Shopping Centre	2	1
5	Ngwelezane Office	1	1
6	Sundumbili Plaza	5	4
	SMME		
7	Esikhawini Factory Unit	1	1
8	Esikhawini Motor Trade	0	1
9	Ngwelezana Factory Unit	0	2
10	Sundumbili Factory Unit	0	1

6. DETAILED DUTIES

Functions of the Service Provider

Service Provider must:

1. Ensure that the property and guards are visited and inspected regularly. The visit must be entered into the Occurrence Book (OB).
2. Report immediately to nominated ITHALA representative any emergencies and possible illegal activities.
3. Control and supervise all personnel on duty.
4. Ensure that personnel are deployed at the site on time, in correct attire and in possession of the necessary equipment.
5. Ensure that registers are up to date and available for inspection by Ithala representative or PSIRA officials.
6. Submit a monthly report to the Ithala representative regarding all incidents within 10 days after the end of the month.
7. Make recommendations to Ithala representative with regard to improvement or preventative measures with regard to security issues relating to a site.
8. Receive, as and when necessary instructions and requests for additional guard/reduction of guards etc. from the nominated Ithala Representative
9. Ensure that a supervisor is contactable at all times.
10. An Active Guarding Tracking System to be installed at security locations to monitor the movement and effectiveness of the guards on patrol. (The cost of the system will be for the account of the service provider)
11. Provide extra security guards on emergency situation e.g unrest etc (only on approval from Delegated IDFC Officials)

Function of guards or service personnel:

The guard or service personnel on duty must:

1. Fill in a daily log sheet indicating the following:
 - Shift start time.
 - Shift end time.
 - Visitors to the site – entrance and exit times.
 - Inspections from Managers and Ithala representative Department.
 - Inspection results and activities on hourly basis.
2. Report all emergencies and possible illegal activities to the Control Room.
3. Ensure that no unauthorised person enters the property.
4. Not allow any person to work on any common property of Ithala without prior authorisation
5. Patrol the car park and outside of the building (day and night shift) and each patrol to be recorded in BLACK in the (OB) every hour. Patrols shall be driven by an Active Guarding Tracking System to be installed at security locations to monitor the movement and effectiveness of the guards on patrol.
6. Monitor the CCTV camera system in the reception area and help visitors with the directions and appointment confirmations (day shift) where applicable

7. Do proper handover of property, report defective equipment to the control room and control room to arrange for replacements.
8. At all times be alert and vigilant against possible criminal activity and report such activities to the South African Police Services (SAPS) for further investigation.
9. Not allow loitering by the public around any common property.
10. Prevent the consumption of liquor on common property.
11. Prevent unauthorised hawkers from entering the property.
12. Lock all indicated doors and or gates after hours.(where applicable)
13. Control traffic in and out of the property and ensure that vehicles drive in the right direction.
14. Immediately report all emergency maintenance issues such as defective security lights, leaking pipes, etc. to the ITHALA Maintenance Office or nominated Ithala representative.
15. Report any damage caused to ITHALA property to the SAPS, obtain a case number and forward it to the Ithala representative and Property Management for further action.
16. Have contact numbers for Emergency Services available when required.

The following is required from all guards or security personnel:

1. Personnel must be dressed in full company security uniform when on duty and be clearly identified (ID cards, stating name and grade) and always maintain a neat appearance.
2. Guards must be in possession of a truncheon, torch and two way communication device when on duty.
3. Security personnel must wear ID card whilst on duty in such a manner that it can be clearly seen. The ID card must contain the members' name, surname, PSIRA number, employee number and a photo of the employee.
4. All personnel must be registered with PSIRA.
5. All personnel must have police clearance not older than six months and may not have a criminal record.

The following is required from Service Providers:

1. The Service Providers must have a 24-hour dedicated control room
2. The control room must have an electronic two-way radio base set and an emergency back-up service. Facilities to accommodate emergency (Panic) alarm notification by guards.
3. The control room have strict access control and it must be according to PSIRA standards. .
4. Guards must be paid equal to Bargaining council salary rates.
5. The Service Provider must submit proof of Public Liability Insurance Policy providing cover against claims (including claims related to the use and misuse of firearms and neglect of duties) against the public or tenant employees.
6. Ensure that on-site security guards have back-up in the form of patrol vehicle in the area.
7. Service Providers will be held responsible for any damage/theft/vandalism/etc. which takes place on the site being guarded. Service Providers should:
 - Ensure proper inspection and recording of conditions on taking over of site;
 - Ensure they are adequately insured for such claims

7 TECHNICAL PROPOSALS

The Technical Proposals must include the following information.

7.1 Company Profile and Experience

A full and complete company profile must be provided for the bidder

7.2 Company References

This must be on a client's letter head and include a description of projects managed by the bidder.

7.3 Equipment, Machinery, Consumables and Uniforms

The Bidder to make a submission inclusive of all ID Cards, Equipment, vehicles, Consumables and Uniforms that will be supplied for the duration of the contract. This submission must include a detailed description as well as actual pictures or images.

7.4 Capacity of Bidder

The Bidder must provide a detailed staff posting plan on deployment, management and monitoring of resources on site. This plan should include details on deployment of resources on site, shift handovers, supervision of resources (both scheduled and ad-hoc).

7.5 Riots control Plan

The Bidder must also provide a detailed plan on how resources will be deployed, managed, and monitored in cases of riot or/ looting. The plan must indicate the necessary vehicle to be used during the riot, type of guns and number of resources to be deployed per region or/ cluster that the bidder is bidding for.

7.6 Active guard monitoring system

The bidder is required to install an active guard tracking/monitoring tool/system, which should have the following basic functions (but not limited to):

7.6.1 Patrol starts reminders

7.6.2 Pre-defined guard rounds

7.6.3 Reporting capability

7.7 Standard Operating Procedures

The Bidder must provide a standard operating procedure on how to respond to security incidents and threats which must include steps to be followed, contingency planning, responsibilities of personnel, and reporting to the South African Police Service (SAPS).

C.8 PROPOSED FEES

Pricing Schedule Final Summary - CLUSTER 1 - DURBAN

NAME OF BIDDER:
OFFER TO BE VALID FOR 90 DAYS FROM THE CLOSING DATE OF BID.

CONSOLIDATED SCHEDULE AS PER BARGAINING COUNCIL ILLUSTRATIVE PRICING GUIDE

Notes:

- The bidder must provide a detailed breakdown of costs for **each site** that they will be bidding for,
- All prices indicated below must be Inclusive of vat @15% where applicable
- Ad-hoc guards will be charged at BARGAINING COUNCIL PRICING GUIDELINES rates

	SITE	PRICE FOR YEAR 1	PRICE FOR YEAR 2	PRICE FOR YEAR 3
1	Flamingo			
2	Kwamashu E1137			
3	Northmead			
4	Paramount Park			
5	Edgecombe Mill (Block C)			
6	KwaMashu Motor Park (E section)			
7	Pinemead			
8	Shepstone Park			
9	The Terrace			
11	Power Centre			
TOTAL PRICE (INCLUDING VAT)				
TOTAL FOR 3 YEARS		R		

Tenderer's signature.....

Pricing Schedule Final Summary – CLUSTER 2 (MIDLANDS AND INLAND)

NAME OF BIDDER:

OFFER TO BE VALID FOR 90 DAYS FROM THE CLOSING DATE OF BID.

CONSOLIDATED SCHEDULE AS PER BARGAINING COUNCIL ILLUSTRATIVE PRICING GUIDE

Notes:

- The bidder must provide a detailed breakdown of costs for **each site** that they will be bidding for,
- All prices indicated below must be Inclusive of vat @15% where applicable
- Ad-hoc guards will be charged at BARGAINING COUNCIL rates

	SITE	PRICE FOR YEAR 1	PRICE FOR YEAR 2	PRICE FOR YEAR 3
1	Estcourt plaza			
2	Howick Shopping Centre			
3	Madadeni shopping centre			
4	Tugela Ferry Shopping Centre			
5	Mpumelelo Handicraft			
6	Plessislaer Factory Units			
7	Eshowe Shopping Centre			
8	Nkandla Shopping Centre			
9	Nongoma Plaza			
10	Ulundi/Ondini Shopping Centre			
11	Hlabisa Factory Unit			
12	Nkandla Factory Unit			
13	Ulundi Factory Unit			
14	Ulundi Office Block			
TOTAL PRICE (INCLUDING VAT)				
TOTOAL FOR 3 YEARS		R		

Tenderer's signature.....

Pricing Schedule Final Summary – CLUSTER 3 (COASTAL NORTH)

NAME OF BIDDER: <hr style="border-top: 1px dashed black;"/>
OFFER TO BE VALID FOR 90 DAYS FROM THE CLOSING DATE OF BID.

CONSOLIDATED SCHEDULE AS PER BARGAINING COUNCIL ILLUSTRATIVE PRICING GUIDE

Notes:

- The bidder must provide a detailed breakdown of costs for **each site** that they will be bidding for,
- All prices indicated below must be Inclusive of vat @15% where applicable
- Ad-hoc guards will be charged at BARGAINING COUNCIL rates

	SITE	PRICE FOR YEAR 1	PRICE FOR YEAR 2	PRICE FOR YEAR 3
1	Jozini Shopping Centre			
2	Makhathini Shopping Centre			
3	Manguzi Shopping Centre			
4	Mbazwana Shopping Centre			
5	Ngwelezane Office			
6	Sundumbili Plaza			
7	Esikhawini Factory Unit			
8	Esikhawini Motor Trade			
9	Ngwelezana Factory Unit			
10	Sundumbili Factory Unit			
TOTAL PRICE (INCLUDING VAT)				
TOTAL FOR 3 YEARS		R		

Tenderer's signature.....

C.9 EVALUATION PROCESS & CRITERIA

The evaluation shall be conducted into three (3) stages as follows

1. Administrative Compliance
2. Functionality Evaluation
3. Price and Specific Goals

<u>1.1 STAGE ONE: ADMINISTRATION COMPLIANCE</u>	Yes	No	Noted	If no, indicate deviation
<p><i>All bids duly lodged will be examined to determine compliance with bidding requirements and conditions. Bids with obvious deviations from the requirements/conditions, may be eliminated from further adjudication.</i></p> <p>Mandatory</p> <p>All bids duly lodged will be examined to determine compliance with bidding requirements and conditions. Bids with obvious deviations from the requirements/conditions, will be eliminated from further adjudication.</p> <ul style="list-style-type: none"> • The bidder must be registered as a vendor on the National Treasury Central Supply Database (CSD), which can be found at https://secure.csd.gov.za/ in compliance with National Treasury compliance paragraph 4.2 with instruction note 4a of 2016/2017 • The bidder must be in good standing with SARS and such information will be verified through Central Supply Database (CSD) or using SARS e-filing pin in National Treasury compliance with instruction note 9 of 2017/2018 prior to the award of the bid; • SBD4 - A completed and duly signed declaration of Interest. Should a conflict of interest not be declared or identified, the bid would be declared non- responsive. NB Bidder must ensure all pages are complete and all questions answered, you are to indicate not applicable (N/A) where appropriate • Proof of company registration the Private Security Industry Regulatory Authority (PSIRA) • Valid letter of good standing as issued by the Private Security Industry Regulatory Authority (PSIRA) • Minimum grade A PSIRA certificate for bidders' operations manager • A fully completed Annexure A pricing template for areas 1 and 3 where applicable. Bidders to comply with BARGAINING COUNCIL ILLUSTRATIVE PRICING GUIDE rates, as indicated by the National Bargaining Council for the Private Security Sector. Non-compliant wage rates will lead to disqualification. (Area 1 and Area 3 must be presented separately if you are bidding for sites falling under these areas) • Valid section 13A confirmation letter issued by Private Security Sector Provident Fund (PSSPF) • Valid PSIRA certificates for security guards per cluster: <ul style="list-style-type: none"> ➤ Cluster 1 – 37 grade C ➤ Cluster 2 – 49 grade C ➤ Cluster 3 – 34 grade C 				

<ul style="list-style-type: none"> • Proof of Patrol Vehicle (vehicle registration, logbook or finance or lease agreement) • COIDA – Valid Letter of good standing (Compensation for Occupational Injuries Disease Act) • Proof of Public Liability Insurance or letter of intent from an insurance company or insurance broker for minimum comprehensive cover of R5 000 000.00 <p>Failure to provide any mandatory information as requested above will result in the submission being deemed non-responsive.</p>				
<p><u>1.2 STAGE TWO: FUNCTIONALITY EVALUATION</u></p> <p>Responsive bids will be evaluated according to the criteria indicated in C.8.1.2</p>				
<p><u>1.3 STAGE THREE: PRICE AND SPECIFIC GOALS</u></p> <p>Price evaluation will be performed on bidders who quailed for stage 1 and 2 above</p>				
<p>2. ADJUDICATION OF BID</p>				
<p>2.1 The quotation shall be awarded at the sole and absolute discretion of Ithala. Ithala hereby represents that it is not obliged to award this quotation to any bidder. Ithala is entitled to retract this quotation at any time as from the date of issue. Ithala is not obliged to award this quotation to the bidder that quotes the lowest.</p>				
<p>2.2 A bidder shall be disqualified from bidding if any attempt is made either directly to solicit and/or canvass any information from any employee or agent of Ithala regarding this quotation from the date the offer is submitted until the date of award of the quotation.</p>				
<p>3. Awarding of contract</p>				
<p>3.1 The Ithala Service Level Agreement will be the only contract signed by both parties and will form the basis of this contract. Ithala’s standard terms and conditions will not be negotiated.</p>				
<p>3.2 No bidder will be awarded for more than one cluster</p>				
<p>3.3 Ithala reserves the right to award this bid in full or part</p>				
<p>3.4 IDFC reserves their rights to commence services at sites damaged during public riots as an when these sites are repaired and occupied by tenants</p>				

STAGE TWO (2) FUNCTIONALITY-THE QUALITY CRITERIA AND MAXIMUM SCORE IN RESPECT OF EACH OF THE CRITERIA ARE AS FOLLOWS:

All bids will be scored on functionality as below, bids that do not meet the minimum of 80 points will be considered non- responsive and will not be considered for further evaluation.

TECHNICAL CRITERIA	Description	Max Points	Score	Total
Company References	<p>This must be on a client’s letter head and include a full project listing, value and description of projects managed by the bidder.</p> <p>Scoring guide</p> <p>4 or more client reference letters = 25 3 Client reference letters = 20 2 Client reference letters =15 Less than 2 client reference letters = 0</p> <p><i>Ithala reserves the right to authenticate all supporting documents submitted</i></p>	<p>25</p>		
Equipment, Consumables and Uniforms	<p>The Bidder to make a submission inclusive of all ID Cards, Equipment, vehicles, Consumables and Uniforms that will be supplied for the duration of the contract. This submission must include a detailed description as well as actual pictures or images.</p> <p>Scoring Guide: Detailed Submission = 20 Meets the requirements = 15 Brief or Partial submission = 10 No submission = 0</p> <p><i>Full points will only be allocated for a submission that is specific to the service requirements and includes all items as listed in the description above</i></p>	<p>20</p>		
Capacity of the bidder	<p>The Bidder must provide a staff posting plan on deployment, management and monitoring of resources on site. This plan should include details on deployment of resources on site, shift handovers, monitoring of resources (both scheduled and ad-hoc monitoring) and the capabilities of the active guard monitoring system.</p> <p>Scoring Guide: Detailed Submission = 20 Meets the requirements = 15 Brief or Partial submission = 10 No submission = 0</p> <p><i>Full points will only be allocated for a submission that is specific to the service requirements and includes all areas as listed in the description above</i></p>	<p>20</p>		

Riots plan	<p>Scoring guide: Detailed submission including of riots plans</p> <ul style="list-style-type: none"> • Details of project plan in case of a riots=5 • No details of projects plan in case of riots=0 • Types of guns to be used when riots starts =5 • No details of guns to be used for riots=0 	10		
Standard Operating Procedures	<p>The Bidder must provide the company standard operating procedures on how to respond to security incidents and threats which must include steps to be followed, contingency planning, responsibilities of personnel, and reporting to SAPS.</p> <p>Scoring Guide: Detailed Submission = 25 Meets the requirements = 20 Brief or Partial submission = 15 No submission = 0</p> <p><i>Full points will only be allocated for a submission that is specific to the service requirements and includes all areas as listed in the description above</i></p>	25		
Total		100		
Minimum requirement		70		
<p>Failure to obtain the minimum of 70 points on functionality will result in disqualification from further evaluation.</p>				

C.10 TAX CLEARANCE REQUIREMENT

IT IS A CONDITION OF BIDDING THAT

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

C.11 BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

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

Full Name	Identity Number	Name of State institution

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

2.2.1 If so, furnish particulars:

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

2.3.1 If so, furnish particulars:

3 DECLARATION

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

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

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

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

C.12 CONTRACT FORM - RENDERING OF SERVICES

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

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

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

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES	
1
2
DATE:	

CONTRACT FORM - RENDERING OF SERVICES

PART 2 (TO BE FILLED IN BY THE PURCHASER)

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

DESCRIPTION OF SERVICE	PRICE (ALL APPLICABLE TAXES INCLUDED)	COMPLETION DATE	B-BBEE STATUS LEVEL OF CONTRIBUTION	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)

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

SIGNED ATON.....

NAME (PRINT)
.....

SIGNATURE

OFFICIAL STAMP

WITNESSES	
1
2
DATE:

C.13 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 90/10 preference point system.
- b) The applicable preference point system for this tender is the 80/20 preference point system.
- c) The 80/20 preference point system will be applicable in this tender. The lowest/ highest 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:

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

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

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

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

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

Where

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

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

3.2.1. POINTS AWARDED FOR PRICE

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

$$Ps = 80 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right) \quad \text{or} \quad Ps = 90 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)$$

Where

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

4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For 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)
≥51%Black Ownership	5	
≥51%Women Ownership	5	
≥51Youth Ownership	5	
≥51%People living with disability Ownership	5	
TOTAL POINTS	20	

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

Y 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 because of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct.
 - iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering process.
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct.
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation.
 - (d) recommend that the tenderer or contractor, its shareholders, and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution, if deemed necessary.

.....
SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME:

DATE:

ADDRESS:

.....

.....

.....

C.14 DEVIATIONS FROM THE REQUEST FOR PROPOSAL

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

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

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

PAGE NUMBER	CLAUSE NUMBER	DEVIATION

SIGNATURE OF BIDDER

DATE

NAME OF SERVICE PROVIDER _____

Description	Grade C
Hourly Equivalent Wage	R
Ordinary Time: Primary Sec Officer	R
Ordinary Time: relief Sec Officer	R
Sunday pay premium	R
Public Holiday Premium	R
Leave Provision	R
Sick Pay	R
Study Leave	R
Family Responsibility Leave	R
Night Shift Allowance	R
Cleaning Allowance	R
Premium allowance	R
Provident Fund	R
Medical Insurance	R
Statutory annual bonus	R
SUB TOTAL (EMPLOYEE BENEFITS)	R
UIF	R
COID/WCA	R
Skills Development	R
PSIRA employee fees	R
NBCPSS Council Fee	R
SUB TOTAL (STATUTORY FEES)	R
Uniform	R
Share of overheads (_____ % of direct costs)	R
TOTAL COST (excluding profit)	R
Profit (_____ % markup)	R
TOTAL COST PER GUARD excluding VAT	R

