



T10/02/23

**APPOINTMENT OF A SERVICE PROVIDER TO
MAINTAIN THE IDC'S BUILDING MANAGEMENT
SYSTEM**

**COMPULSORY BRIEFING SESSION WILL BE
HELD AS FOLLOWS:**

DATE: 24 FEBRUARY 2023

TIME: 14h00pm

VENUE: MICROSOFT TEAMS

**(Bidders are requested to email confirmation of briefing
session attendance to luyandad@idc.co.za)**

BID CLOSING DATE:

13 MARCH 2023 AT 11:00 AM

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SECTION 1: GENERAL CONDITIONS OF BID

1. Proprietary Information

Industrial Development Corporation of SA Ltd (IDC) considers this Request for Proposal (RFP) and all related information, either written or verbal, which is provided to the respondent, to be proprietary to IDC. It shall be kept confidential by the respondent and its officers, employees, agents and representatives. The respondent shall not disclose, publish, or advertise this RFP or related information to any third party without the prior written consent of IDC.

2. Enquiries

- 2.1 All communication and attempts to solicit information of any kind relative to this RFP should be channelled **in writing** to:

Name:	<u>Mr Luyanda Dlamini</u>
Telephone Number:	<u>+27 11 269 3767</u>
Email address:	<u>luyandad@idc.co.za</u>

- 2.2 Enquiries in relation to this RFP will not be entertained after **16h00 on 06 March 2023**.
- 2.3 The enquiries will be consolidated, and IDC will issue one response and such response will be posted, within two days after the last day of enquiries, onto the IDC website (www.idc.co.za) under tenders i.e. next to the same RFP document.
- 2.4 The IDC may respond to any enquiry in its absolute discretion and the bidder acknowledges that it will have no claim against the IDC on the basis that its bid was disadvantaged by lack of information, or inability to resolve ambiguities.

3. Bid Validity Period

Responses to this RFP received from bidders will be valid for a period of **120** days counted from the bid closing date.

4. Instructions on submission of Bids

- 4.1 Bid responses must be submitted in electronic format only and must be e-mailed to the dedicated e-mail address as provided herein.
- 4.2 Bid responses should be in generally acceptable / standard electronic file format/s (i.e., Microsoft suite of products or pdf) to enable access thereto by the IDC for purposes of evaluating responses received. Where documents are presented in a format which cannot be accessed by the IDC through generally acceptable formats, such bid response will be disqualified.
- 4.3 The closing date for the submission of bids is **13 March 2023** not later than **11:00 AM (before midday)**. No late bids will be considered. Bids must **only** be sent to tenders@idc.co.za. Bids sent to any other email address other than the one specified herein will be disqualified and will not be considered for evaluation. It is the bidder's responsibility to ensure that the bid is sent to the correct email address and that this is **received** by the IDC before the closing date and time in IDC's dedicated tender e-mail inbox / address (tenders@idc.co.za).

- 4.4 Bidders are advised to submit / send its bid responses at least **30 minutes before** the **11:00AM** deadline to avoid any Information Technology (IT) network congestions or technical challenges in this regard which may result in bid responses being received late. IDC's e-mail servers are configured to receive e-mails with sizes up to 50MB.
- 4.5 The IDC will not be held responsible for any of the following:
- 4.5.1 bid responses sent to the incorrect email address;
 - 4.5.2 bid responses being inaccessible due to non-standard electronic file formats being utilised to submit responses by bidders;
 - 4.5.3 any security breaches and unlawful interception of tender / bid responses by third parties outside the IDC's IT network domain;
 - 4.5.4 bid responses received late due to any IT network related congestions and/or technical challenges; and
 - 4.5.5 bid responses with file size limits greater than IDC's e-mail receipt capacity of 50MB.
- 4.6 Only responses received via the specified email address will be considered.
- 4.7 Where a complete bid response (Inclusive of all relevant Schedules) is **not received** by the IDC in its electronic email tender box (tenders@idc.co.za) by the closing date and time, such a bid response will be regarded as incomplete and late. Such late and / or incomplete bid will be disqualified. **It is the IDC's policy not to consider late bids for tender evaluation.**
- 4.8 Amended bids may be sent to the electronic tender box (tenders@idc.co.za) **marked** "Amendment to bid" and should be received by the IDC **before** the closing date and time of the bid.

5. Preparation of Bid Response

- 5.1 All the documentation submitted in response to this RFP must be in English.
- 5.2 The bidder is responsible for all the costs that it shall incur related to the preparation and submission of the bid document.
- 5.3 Bids submitted by bidders which are, or are comprised of companies must be signed by a person or persons duly authorised thereto by a resolution of the applicable Board of Directors, a copy of which Resolution, duly certified, must be submitted with the bid.
- 5.4 The bidder should check the numbers of the pages of its bid to satisfy itself that none are missing or duplicated. No liability will be accepted by IDC in regard to anything arising from the fact that pages of a bid are missing or duplicated.
- 5.5 Bidder's tax affairs with SARS must be in order (tax compliant status) and bidders must provide written confirmation to this effect as part of their tender response.

6. Supplier Performance Management

Supplier Performance Management is viewed by the IDC as a critical component in ensuring value for money acquisition and good supplier relations between the IDC and all its suppliers.

The successful bidder shall upon receipt of written notification of an award, be required to conclude a Service Level Agreement (SLA) with the IDC, which will form an integral part of the supply agreement. The SLA will serve as a tool to measure, monitor, and assess the

supplier performance and ensure effective delivery of service, quality and value-add to IDC's business.

Successful bidders will be required to comply with the above condition, and also provide a scorecard on how their product / service offering is being measured to achieve the objectives of this condition.

7. Enterprise and Supplier Development

The IDC promotes enterprise development. In this regard, successful bidders may be required to mentor SMMEs and/ or Youth-Owned businesses. The implications of such arrangement will be subject to negotiations between the IDC and the successful bidder.

8. IDC's Rights

- 8.1 The IDC is entitled to amend any bid condition, bid validity period, RFP specification, or extend the bid closing date, all before the bid closing date. All bidders, to whom the RFP documents have been issued and where the IDC have record of such bidders, may be advised in writing of such amendments in good time and any such changes will also be posted on the IDC's website under the relevant tender information. All prospective bidders should therefore ensure that they visit the website regularly and before they submit their bid response to ensure that they are kept updated on any amendments in this regard.
- 8.2 The IDC reserves the right not to accept the lowest priced bid or any bid in part or in whole. It normally awards the contract to the bidder who proves to be fully capable of handling the contract and whose bid is functionally acceptable and/or financially advantageous to the IDC.
- 8.3 The IDC reserves the right to award this bid as a whole or in part.
- 8.4 The IDC reserves the right to conduct site visits at bidder's corporate offices and / or at client sites if so required.
- 8.5 The IDC reserves the right to consider the guidelines and prescribed hourly remuneration rates for consultants as provided in the **National Treasury Instruction 02 of 2016/2017: Cost Containment Measures**, where relevant.
- 8.6 The IDC reserves the right to request all relevant information, agreements and other documents to verify information supplied in the bid response. The bidder hereby gives consent to the IDC to conduct background checks, including FICA verification, on the bidding entity and any of its directors / trustees / shareholders / members.
- 8.7 The IDC reserves the right, at its sole discretion, to appoint any number of vendors to be part of this panel of service providers, if applicable (i.e., where a panel is considered).
- 8.8 The IDC reserves the right of final decision on the interpretation of its tender requirements and responses thereto.

9. Undertakings by the Bidder

- 9.1 By submitting a bid in response to the RFP, the bidder will be taken to offer to render all or any of the services described in the bid response submitted by it to the IDC on the terms and conditions and in accordance with the specifications stipulated in this RFP document.
- 9.2 The bidder shall prepare for a possible presentation should IDC require such and the bidder will be required to make such presentation within five (5) days from the date the bidder is notified of the presentation. Such presentation may include a practical demonstration of products or services as called for in this RFP.
- 9.3 The bidder agrees that the offer contained in its bid shall remain binding upon him/her and receptive for acceptance by the IDC during the bid validity period indicated in this RFP and its acceptance shall be subject to the terms and conditions contained in this RFP document read with the bid.
- 9.4 The bidder furthermore confirms that he/she has satisfied himself/herself as to the correctness and validity of his/her bid response; that the price(s) and rate(s) quoted cover all the work/item(s) specified in the bid response documents; and that the price(s)

and rate(s) cover all his/her obligations under a resulting contract for the services contemplated in this RFP; and that he/she accepts that any mistakes regarding price(s) and calculations will be at his/her risk.

- 9.5** The successful bidder accepts full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on him/her under the supply agreement and SLA to be concluded with IDC, as the principal(s) liable for the due fulfilment of such contract.
- 9.6** The bidder accepts that all costs incurred in the preparation, presentation and demonstration of the solution offered by it shall be for the account of the bidder. All supporting documentation and manuals submitted with its bid will become IDC property unless otherwise stated by the bidder/s at the time of submission.

10. Reasons for disqualification

- 10.1** The IDC reserves the right to disqualify any bidder which does any one or more of the following, and such disqualification may take place without prior notice to the offending bidder, however the bidder will be notified in writing of such disqualification:
- 10.1.1 bidders who do not submit an original valid Tax Clearance Certificate and / or proof of application of such as endorsed by SARS on the closing date and time of the bid submission and / or failure to provide the IDC with its SARS issued Tax Verification PIN code giving access to the IDC to electronically verify tax compliance;
- 10.1.2 bidders who submit incomplete information and documentation according to the requirements of this RFP document;
- 10.1.3 bidders who submit information that is fraudulent, factually untrue or inaccurate information;
- 10.1.4 bidders who receive information not available to other potential bidders through fraudulent means;
- 10.1.5 bidders who do not comply with any of the **mandatory requirements** as stipulated in the RFP document;
- 10.1.6 bidders who fail to comply with FICA and POPIA requirements as listed herein.

11. Local Production and Local Content

The IDC promotes Local Production and Local Content. In the case of designated sectors, only locally produced goods, services or works or locally manufactured goods, with a stipulated minimum threshold for local content will be considered. IDC reserves the right at its sole discretion to set minimum thresholds for sectors which may not have been declared as designated sectors by the **dtic** in an effort to stimulate local production and content where relevant.

Bidders are required to assess their product and /or service offering against the designated sector lists as published by the Department of Trade and Industry (the **dti**) and to ensure full compliance with the minimum local content threshold, if relevant, before submitting its response to this tender. The **dtic's** latest list of designated sectors can be accessed on: <http://www.thedtic.gov.za/sectors-and-services-2/industrial-development/industrial-procurement/>. The IDC reserves the right to apply the most relevant specified local content minimum thresholds during the adjudication of this RFP. The inclusion of minimum local content thresholds is therefore included in this RFP by

reference to the relevant website listed herein, for products listed (where applicable). For Local Content requirements, it will be required that only locally produced or manufactured goods, with a stipulated minimum threshold for local content will be considered.

12. Returnable Schedules

Bidders shall submit their bid responses in accordance with the returnable schedules specified below (each schedule must be clearly marked):

12.1 Cover Page: (the cover page must clearly indicate the RFP reference number, bid description and the bidder's name)

12.2 Schedule 1:

12.2.1 Executive Summary (explaining how you understand the requirements of this RFP and the summary of your proposed solution)

12.2.2 Annexure 1 of this RFP document (duly completed and signed)

12.3 Schedule 2

12.3.1 Valid Tax Clearance Certificate(s) (TCC) and / or proof of application as endorsed by SARS and / or SARS issued tax verification pin code;

12.3.2 Originally certified copies of bidder's CIPC company registration documents listing all members with percentages, in case of a CC;

12.3.3 Copy of Board Resolution, duly certified;

12.3.4 Originally certified copy of ID document for the Company Representative

12.3.5 Annexure 2 of this RFP document (duly completed and signed);

12.3.6 Annexure 3 of this RFP document (duly completed and signed);

12.3.7 Annexure 4 of this RFP document (duly completed and signed);

12.3.8 Response to Annexure 6: BEE Commitment Plan

12.3.9 Bidders must submit a B-BBEE verification certificate. For Exempted Micro Enterprises (EME) with an annual revenue of less than R10 million and Qualifying Small Enterprises (QSE) with an annual revenue of between R10 million and R50 million per annum, a sworn affidavit confirming the annual total revenue and level of black ownership may be submitted. Any misrepresentation in terms of the declaration constitutes a criminal offence as set out in the B-BBEE Act as amended.

Note: If a bidder is a Consortium, Joint Venture or Prime Contractor with Subcontractor(s), the documents listed above must be submitted for each Consortium/ JV member or Prime Contractor and Subcontractor(s).

12.3.10 Annexure 7 of this RFP document (duly responded to)

12.3.11 Annexure 8 of this RFP document (duly completed and signed, **if applicable**);

12.3.12 Annexure 9 of this RFP document (duly completed and signed);

12.3.13 Statement of Financial Position of the Bidder: Latest Audited Financial Statements (where applicable in terms of the Company's Act) and/or independently reviewed financial statements and/or Cashflow Budget for new entities with no financial records.

12.3.14 Copy of Joint Venture/ Consortium/ Subcontracting Agreement duly signed by all parties (if applicable)

12.4 Schedule 3:

12.4.1 Response to Section 2 of this document, in line with the format indicated in this RFP document.

12.4.2 Annexure 5 of this RFP document, duly completed and signed

12.5 Schedule 4: Price Proposal (response to Section 3 of this RFP document) *(Must be submitted as a separate file/document marked Schedule 4: Price Proposal)*

13. Evaluation Criteria and Weightings

Bids shall be evaluated in terms of the following process:

13.1 Phase 1: Initial Screening Process: During this phase, bid responses will be reviewed for purposes of assessing compliance with RFP requirements including the general bid conditions and also the Specific Conditions of Bid, which requirements include the following:

- Submission of a valid Tax Clearance Certificate / Pin code as referenced in 12.3.1 above
- Submission of Company Registration Forms as referenced 12.3.2 above
- Submission of ID copy for the Company Representative as referenced in 12.3.4 above
- BEE Status Certification as referenced in 12.3.11 above
- Completion of all Standard Bidding Documents and other requirements, as reflected in this RFP, which covers the following:
 - Section 2: Statement of compliance with the Functional Evaluation Criteria for this RFP
 - Section 3: Cost Proposal and Price Declaration Form
 - Annexure 1: Acceptance of Bid Conditions
 - Annexure 2: Tax Compliance Requirements
 - Annexure 3: Bidder's Disclosure
 - Annexure 4: Shareholders' Information/ Group Structure
 - Annexure 5: Bidders Experience & Project Team
 - Annexure 6: BEE Commitment Plan
 - Annexure 7: Disclosure Statement
 - Annexure 8: Local Content Declaration (**If Relevant**)
 - Annexure 9: Privacy & Protection of Personal Information Act 4 of 2013 Requirements

Failure to comply with the requirements assessed in Phase 1 (compliance), may lead to disqualification of bids.

13.2 Phase 2: Technical/ Functionality Evaluation

Bid responses will be evaluated in accordance with the Functional criteria as follows:

13.2.1 Other Functional/ Technical Requirements

With regards to the other Functional Requirements, the following criteria (set out in more detail in section 2 of this RFP document) and the associated weightings will be applicable:

ELEMENT	WEIGHT
Bidder's Experience	50%
Bidder's Proposed Maintenance Methodology	10%
Qualifications, Skills and Experience of the Proposed Team And Technician	40%
TOTAL	100

Note: The minimum qualifying score for functionality is 70%. All bidders that fail to achieve the minimum qualifying score on functionality shall not be considered for further evaluation on Price and BEE.

13.3 Phase 3: Preference Point System

All bids that achieve the minimum qualifying score for Functionality (acceptable bids) will be evaluated further in terms of the preference point system, as follows:

CRITERIA	POINTS
Specific Goals	20

¹Specific Goals for this tender and points that may be claimed are indicated per table below:

SPECIFIC GOALS	Points
	(80/20 system)
Black Ownership ²	10
30% Black Women Ownership	5
Any % of ownership by Black Designated Groups > 0	3
Reconstruction Development Programme Objective: Promotion of SMMEs (Entities that are EME or QSE)	2
TOTAL POINTS	20

²Black ownership: 100% black owned entities will score the full 10 points, and between 51% - 99.99% black owned entities will score 4 points.

14. Promotion of Emerging Black owned Service Providers

It is the IDC's objective to promote transformation across all industries and/ or sectors of the South African economy and as such, bidders are encouraged to partner with a black owned entity (being 50%+1 black owned and controlled). Such partnership may include the formation of a Joint Venture and/ or subcontracting agreement etc., where a portion of the work under this tender would be undertaken by black owned entities. To give effect to this requirement, bidders are required to submit a partnership / subcontracting proposal detailing the portion of work to be outsourced, level of involvement of the black owned partner and where relevant, submit either a consolidated B-BBEE scorecard or each bidder of the partnership in their individual capacity to submit a BEE certificate or Sworn Affidavit in case of an EME or QSE which will be considered as part of the Specific Goals scoring listed in 13.3.

SECTION 2: FUNCTIONAL REQUIREMENTS SPECIFICATION

SECTION 2: FUNCTIONAL REQUIREMENTS SPECIFICATION

1. Special instructions to bidders

- 1.1 Should a bidder have reason to believe that the Functional Requirements are not open/fair and/or are written for a particular service provider; the bidder must notify IDC Procurement within five (5) days after publication of the RFP.
- 1.2 Bidders shall provide full and accurate answers to the questions posed in this RFP document, and, where required explicitly state either "Comply/Not Comply" regarding compliance with the requirements. Bidders **must** substantiate their response to all questions, including full details on how their proposal/solution will address specific functional/ technical requirements; failure to substantiate may lead to the bidder being disqualified. All documents as indicated must be supplied as part of the bid response.
- 1.3 Failure to comply with Mandatory Requirements may lead to the bidder being disqualified.

2. Background Information

The Industrial Development Corporation (IDC) Head Office campus in Sandton consists of two (2) buildings, namely IDC 1 and IDC 2. IDC1 has a floor space of 26 500m² and consists of a Training Centre that houses the canteen and five blocks, namely A, B, C, D and E. Block E has two (2) parking levels. The HVAC equipment is housed in three (3) Plant Rooms. IDC 2 has a floor space of 3 000m² and consists of three (3) floors and two (2) parking levels. The floors consist of an open plan office space, meeting rooms, kitchens, and toilet areas. IDC 1 and 2 each have a dedicated server room.

There is a BMS system which monitors and controls the HVAC, and monitors the Generators, UPS's, water/electrical meters, and fire panels in the building. The BMS comprises of a Digitech Niagara '4' system which was installed in November 2018.

3. Scope of work/Terms of reference

Bidders Experience

The bidder must have relevant experience in the maintenance of Niagara BMS systems. The proposed lead technician, which will be deployed at the IDC for the maintenance must also have relevant qualifications, skills, and experience to maintain such installations. Furthermore, the proposed technician must have at least five (5) years' experience in Niagara Building Management System maintenance.

The appointed service provider is expected to be capable of providing the following:

3.1 PREVENTATIVE MAINTENANCE

Provide maintenance for a three (3) year period on the Niagara system.

- 3.1.1 Perform maintenance and part replacement in accordance with the schedule and the manufacturer's recommendations as well as in accordance with good maintenance practice to ensure continued operation of the plant and maximum equipment uptimes.
- 3.1.2 Report any trends detected that reflect system or equipment deterioration loss of performance, or frequency of failure to the IDC.
- 3.1.3 One (1) technician is to be on site from 07h00 to 16h00 for 2 working days (Monday and Friday).
- 3.1.4 In addition to the scheduled daily maintenance, the technician will be required to attend to the following daily duties:

- Check BMS Alarms;
- Monitoring of Network and IT room sensors;
- Monitoring floor temperatures of all buildings;
- Ensure HVAC plants have started up and are in operation;
- Conduct a visual inspection through all plant rooms checking for any visible faults or any irregularities;
- Monitoring and testing of SMS module;
- Monitoring the canteen fridge and freezer cold-room temperatures;
- Attend to problems reported by Facilities Management e.g., staff complaints and callouts reported by IDC Air-Conditioning Contractors;
- Fault finding on all BMS & HVAC equipment;
- Assisting the Air-Conditioning Contractors in fault finding;
- Ordering of material and equipment related to the BMS parts as referenced in the below Table C;
- Compiling of reports on request e.g., temperature logs with detailed analysis of problem areas, SMS logs with detailed analysis of situation being reported on;
- Team leader to attend weekly meetings regarding the site status;
- Monitoring of generators and UPSs (during a power failure);
- Setting of time schedules for Air Conditioners to run during functions in Auditorium. This is to be done on a weekly basis, as per weekly schedule provided by Facilities Management;
- Compiling weekly and monthly reports for energy and water usage. Which needs to highlight abnormalities; and
- Doing monthly comparisons of BMS and Council/Eskom utility bills. Taking actual readings from water meters.

3.2 BMS SYSTEM PREVENTATIVE MAINTENANCE

The service provider will be required to do BMS system standard maintenance service work as follows:

3.2.1 Central Computer:

- Clean computer;
- Check cables for tightness of connections;
- Check that networks is communicating to all network devices;
- Make sure that all network devices have been uploaded to the archive machine;
- Complete back-up of the archive machine;
- Update graphics and information monthly; and
- Attend to any complaints, programming breakdowns and after hour call outs logged by IDC.

3.2.2 Network Control Devices:

- Where applicable, check the battery as per manufacturer's specifications;
- Check the functionality of the network device;
- Check the connections to the field devices;
- Run diagnostics;
- View and print error log;
- View historical Data base; and
- View event log.

3.2.3 Controls:

- Examine and clean controls (record the schedule of equipment);
- Recalibrate as required;
- Functionally test all items;
- Check system performance (document, record, and report);
- Make all necessary adjustments to optimize the efficiency of plant operation;
- Inspect and lubricate valves (record the schedule of equipment);
- Check and adjust the valve stroke;
- Check and adjust the valve shut-off;
- Inspect damper actuators for correct action (record the schedule of equipment); and
- Lubricate the damper bearings where necessary.

3.2.4 Application Specific Controller:

- Check that the correct input/output are listed on the controller;
- Functionally test all the displays on the controllers;
- Record a complete schedule of equipment readings;
- Drive all actuators to confirm they are functioning correctly; and
- Make service records of work done and any findings encountered.

3.2.5 Administration:

- If any changes are made on the Service Schedule this must be noted;
- All monthly reports are to be signed by the IDC representative; and
- Copies of all reports to be kept on site as well as necessary electronic forms.

3.3 EMERGENCY CALLOUT SERVICES

- The service provider must have 24/365 callout out facility;
- The maximum period within which the service provider must respond to an emergency call out or to equipment breakdowns from notification is (also refer to table 3.9):
 - 2 hours for critical callouts; and
 - 4 hours for non-critical callouts.

In the case of no response from the service provider within twenty-four hours on a breakdown callout, the IDC may call upon another service provider to rectify the fault without prejudice to the continuation of this contract. All such costs shall be borne by the main service provider;

- The service provider shall ensure that standby arrangements for emergency call outs are at all times in place; and
- A call-out list with technician's names and numbers must be provided to the IDC as soon as contractor starts work on site.

3.4 PREVENTATIVE MAINTENANCE SCHEDULE

- The maintenance schedule shall be compiled in accordance with the number of devices and points as per Annexure A, B & C. All equipment shall be serviced monthly;
- The service provider shall prepare a Maintenance Schedule indicating when specific Preventive Maintenance activities for each piece of equipment shall be performed. All required maintenance activities shall be performed within the required time limits as prescribed by the manufacturers;
- The frequency of maintenance activities shall be in accordance with the Manufacturer's recommendations and as per the Maintenance Schedule;
- The Maintenance schedule shall be in the format agreed with the IDC;
- In the event of any delays against the schedule the service provider shall expedite the maintenance work to make up any delays; and
- The service provider shall deploy sufficient staff on the contract to ensure completion of the works within the service schedule and within normal working hours. Normal working hours will be from 07H00 to 16H00, days to be agreed upon.

3.5 MAINTENANCE MANAGEMENT SYSTEMS

- Compile a full-service maintenance log schedule for all equipment being monitored and controlled by the BMS for the year; and
- Draw up the necessary Job Cards from the Maintenance Programme, or in response to emergency call outs, or equipment failure, and hand the completed cards to the client for verification and acceptance that the work has been duly executed.

Supporting Documents

- Digitech Niagara BMS Topography - Annexure A
- Digitech Niagara BMS Devices and Points - Annexure B
- Digitech Niagara List of Equipment - Annexure C

3.6 MAINTENANCE STAFF

- The service provider shall employ and manage their Maintenance Staff to ensure timely, efficient execution of the works with minimum interruption to the IDC;
- The technician carrying out services must be a qualified professional with relevant courses required to perform their duties as well as a minimum of five (5) years' experience and an NQF-Level 4 qualification;
- The Service provider must have at least three (3) qualified technicians;
- Technician and any other staff member working at the IDC must be issued with safety clothing with the company's name clearly visible; and
- Maintenance Staff must be fully trained to:
 - Perform the required preventative maintenance services;
 - Do fault finding; and
 - Capable of doing repairs on all the equipment.

3.7 MEETINGS

The service provider shall attend Monthly SLA review and Maintenance Co-ordination meetings, or any other meetings called for by the IDC.

3.8 SERVICE LEVEL AGREEMENT

The service provider must be willing to enter into a signed SLA with the IDC. The following KPI's will form the bases of the SLA:

- Response to resolving day to day system malfunctions. As per "Response Time" in table below.
- The required callout response times will be as per the table below:

Criticality of Call Out	Response Time	Resolve Time
Critical Call-Out is defined as a system malfunction which has an impact on the operation of the HVAC system.	Within 2 hours	Within 4 hours
Non-Critical Call-out is defined as all other call outs not classified as critical.	Within 4 hours	Within 8 hours

- Down Time on Equipment must be at market standards and system availability must be guaranteed to be 95% or more per month.
- Level of Service associated with the contract deliverables i.e., professional conduct on-site by technician and the company during interactions, accurate invoicing, limited number of breakdowns related to maintenance inefficiency and monthly reporting thereon, etc.
- Level of parts holding must be responsive to meet system up-time guarantees and compliance with callout service standards to reach resolve times for any system faults.

3.9 GENERAL

The service provider shall ensure the following:

- The safety of users of the equipment;
- All regulations as per the OHS act are adhered to;
- The accuracy and reliability of the equipment performance;
- That preventative maintenance is carried out at all times;
- The equipment and associated spaces are kept clean and presentable at all times; and
- Preventative maintenance is carried out in a programmed sequence in accordance with the preventative maintenance schedule so as to protect the IDC Investment.

4. Project timelines

The appointed service provider(s) will be required to start in May and provide the services for a period of three (3) years.

5. Technical evaluation criteria

5.1 Mandatory Technical Requirements

The bidder must indicate its compliance / non-compliance to the requirements and should substantiate its response in the space provided below. If more space is required to justify compliance, please ensure that the substantiation is clearly cross-referenced to the relevant requirement.

5.1.1 Risk Insurance Cover	Comply	Not Comply
<p>The bidder will be required to provide proof of the below insurance covers within two (2) weeks after appointment:</p> <ul style="list-style-type: none"> • Theft & Malicious Damage: R50 000.00 • Transit And Off-Site Storage: R50 000.00 • Surrounding Property Limit: R500 000.00 • Additional Removal Of Debris: R25 000.00 • Claims Preparation Costs: R10 000.00 • Public Liability Limit: R5 000 000.00 		
Substantiate / Comments		

5.2 Other Technical Requirements

The service provider must indicate their compliance/ non-compliance to the following requirements and to substantiate as required. The bidder must respond in the format below, where additional information is provided/ attached somewhere else; such information must be clearly referenced.

5.2.1 BIDDER'S RELEVANT EXPERIENCE	Comply	Partially Comply	Not Comply
<p>The bidder must demonstrate their relevant experience in providing system maintenance services on corporate Building Management Systems (BMS).</p> <p>To substantiate, the bidder must provide three (3) relevant contactable references of system maintenance work done in the past five (5) years on Niagara systems.</p> <p>Please refer to table (a) of Annexure 5 of this document for the format in which the required information must be provided.</p>			
Substantiate / Comments			

5.2.2 BIDDER'S PROPOSED MAINTENANCE METHODOLOGY	Comply	Partially Comply	Not Comply
<p>The bidder is required to indicate their compliance to the maintenance requirements as listed under Section 3 of this bid document.</p> <p>To support this, the bidder is required to provide a proposal detailing how they are going to provide the preventative maintenance.</p>			
<p>Substantiate / Comments</p>			

5.2.3 QUALIFICATIONS AND SKILLS OF THE PROPOSED TEAM AND TECHNICIAN	Comply	Partially Comply	Not Comply
<p>The bidders proposed team for the backup and support of the maintenance agreement as well as the technician to be deployed at IDC for the maintenance must have relevant qualifications, skills, and experience.</p> <p>The proposed team and deployed technician must have three (3) years' experience working on Niagara BMS. The technician to be placed on site must have at least NQF-Level 4 qualification.</p> <p>The bidders must submit, as part of its proposal, the following:</p> <ul style="list-style-type: none"> • The list of the proposed team maintenance technicians. Please refer to table (b) Annexure 5 of this document for the format in which the required information must be provided. • CVs of the team and technicians; and the CVs must clearly highlight qualifications, areas of experience/ competence relevant to the tasks and objectives of this project as outlined above. • Copies of relevant qualifications/certification. 			
<p>Substantiate / Comments</p>			

SECTION 3: PRICE PROPOSAL

SECTION 3: Cost Proposal

1 **NOTE: All prices must be VAT inclusive (where applicable) and must be quoted in South African Rand (ZAR).**

2 Are the rates quoted firm for the full period of the contract?

YES	NO
-----	----

Important: If not firm for the full period, provide details of the basis on which price adjustments shall be applied e.g., CPI etc.

3 All additional costs associated the bidder's offer must be clearly specified and included in the Total Bid Price.

4

Is the proposed bid price linked to the exchange rate?	Yes	No
<i>If yes, the bidder must indicate CLEARLY which portion of the bid price is linked to the exchange rate:</i>		

5

Payments will be linked to specified deliverables after such deliverables have been approved by the IDC. Payments will be made within 30 days from date of invoice.	Comply	Not Comply

6

The IDC reserves the right to consider the guidelines on consultancy rates as set out in the National Treasury Instruction 02 of 2016/2017: Cost Containment Measures which took effect from 01 January 2014, where relevant.	Comply	Not Comply
The bidder must indicate if their proposed rates are in line with the provisions of the referenced National Treasury Instruction: Cost Containment Measures.		
Substantiate / Comments		

7 COSTING MODEL

7.1 PREVENTATIVE MAINTENANCE COSTS

Table A: IDC 1 (Main Building)

ITEM	Activity Description	Monthly Service Cost (VAT Excl.) (2 days a week)	Annual Total Service Cost (VAT Excl.)
1	Maintenance of BMS -Year 1		
2	Maintenance of BMS -Year 2		
3	Maintenance of BMS -Year 3		
SUB TOTAL (VAT Excl.)			
VAT at 15%			
SUB TOTAL Table A (VAT Incl.)			

Table B: IDC 2 (Esterhuyzen House)

ITEM	Activity Description	Monthly Service Cost (2 days a week)	Annual Total Service Cost
1	Maintenance of BMS -Year 1		
2	Maintenance of BMS -Year 2		
3	Maintenance of BMS -Year 3		
SUB TOTAL (VAT Excl.)			
VAT at 15%			
SUB TOTAL Table B (VAT Incl.)			

7.2 SUPPLY OF EQUIPMENT AND PARTS (AD-HOC BASIS)

The preferred bidder will be required to supply and deliver equipment on a need basis (ad-hoc) for the currently installed items as listed hereunder. For evaluation purposes, bidders are required to provide prices for the following items. The quantities reflected below are only estimates based on the current trends. **Prices must be valid for the first 12 months of the duration of the contract.**

TABLE C: CURRENT INSTALLED EQUIPMENT BASE FOR WHICH MAINTENANCE AND PARTS MAY BE REQUIRED DURING THE MAINTENANCE PERIOD

#	Device	Model	QTY	Unit Price (VAT Excl.)	Total Price (VAT Excl.)
Controllers					
1	Building controllers	EC-BOS 8000	2		
2	Water meters controllers	ECLYPSE ECY S1000	2		
3	IDC2 variable speed drives controller	NAE35202-8	2		
4	Air handling unit controller	ECB-650	2		
5	ECB-650 extension module	ECX-400	2		
6	ECB-650 extension module	ECX-420	2		
7	Domestic water controller	Danfoss CU 323	2		
8	Smoke extract fans controller	ECB-600	2		
9	PRD controller	PTU-308	2		
10	IDC2 Server room controller	ECL-300	2		
Sensors					
1	Temperature sensor	TS9101	2		
2	Temperature sensor	TS9100	2		
3	Temperature sensor	RS9140	2		
4	Humidity sensor	HT9000	2		
5	Temperature and humidity sensor	HT9001	2		
6	Humidity sensor	HT9101	2		
7	Air pressure sensor	694.9122	2		
8	Air flow switch	604.9000	2		
9	Dirty filter indicator	604.9100	2		
10	Water flow switch	SK1K	2		
11	Hot water flow switch	F61KB-11C	2		
12	Spray pumps system pressure sensor	691.917	2		
13	Liquid level control relay	ELECTRO LV1	2		
14	Chilled water differential pressure sensor	692.91	2		
15	Chilled water temperature sensor	TE-702-C-12-B	2		
16	Chilled water temperature sensor	TE-703-C-12-B	2		

#	Device	Model	QTY	Unit Price (VAT Excl.)	Total Price (VAT Excl.)
17	Temperature sensor	RS1100	2		
18	Temperature sensor	RS1140	2		
19	Sprinkler pressure sensor	691.931	2		
20	CO sensor	CMD5B1	2		
21	Generator 2 fuel level sensor	7MF1570	2		
22	Temperature sensor	TE-205-M12	2		
23	Air pressure sensor	DTP-R8	2		
24	Water meter pulse sensor	ELSTER PR7 1-10	2		
25	IDC2 Gym hot water sensor	NTC PT1000	2		
26	Temperature sensor	TS-9101-8212	2		
27	Temperature sensor	TS-9101-8104	2		
28	Particle Counter	PM2.5/10-D-150	10		
29	Air quality sensor	AQ-N-LCD	10		
Actuators					
1	Valve Actuator	VA7200	2		
2	Valve Actuator	VA1125-GGA	2		
3	Damper actuator	BELIMO NM24A	2		
4	Damper actuator	Honeywell N20010	2		
5	Damper actuator	Honeywell N10010	2		
Network Adapters					
1	IDC1 block D & E heat pumps gateway	MIDEA CCM08	1		
2	MITSUBISHI gateway for IDC2 heat pumps	BAC-HD150	1		
3	SIERRA MONITOR gateway for N2 VSDs	FPC-N54	1		
SUB TOTAL (VAT Excl.)					
VAT at 15%					
SUB TOTAL Table C (VAT Incl.)					

7.3 SUMMARY OF COSTS

Cost Element			Total Cost (VAT Incl.)
Preventative Maintenance Cost	Sub-Total A	Preventative Maintenance: IDC1	
	Sub-Total B	Preventative Maintenance: IDC2	
Supply of Equipment and Parts	Sub-Total C	Estimated Equipment & Parts	
Estimated Total Bid Price for 36 Months (A+B+C)			

7.4 EMERGENCY CALL-OUTS AND ADHOC SERVICES - COSTING FOR WORK THAT DOES NOT FALL UNDER MAINTENANCE CONTRACT

The IDC may request the Contractor to perform additional repair work, construction, installation, or commissioning which does not form part of this contract. On acceptance of this work by the Contractor, the following information is required and will form the basis to price the additional work. All additional work shall be requested in writing by the IDC (all costs inclusive of VAT).

The below costing will also apply for emergency callouts as and when required for system faults.

Transport Cost:

Description	Rate
Rate per km	

Ad hoc costs normal working hours (08:00 - 17:00 Mondays to Fridays):

Item	Fee Per Hour / Event
Call-out (to include first hour on site and kms travelled)	R
Installations Technician	R
Service Technician	R
Engineering & Control Programming	R
BMS Data Generation/Graphics Technician	R
Other	R

Ad hoc costs after hours

(17:00 - 08:00 Mondays to Friday Including all hour's weekends and Public Holidays):

Item	Fee Per Hour / Event
Call-out (to include first hour on site and kms travelled)	R
Installations Technician	R
Service Technician	R
Engineering & Control Programming	R
BMS Data Generation/Graphics Technician	R
Other	R

Materials purchased by contractor

Amount	Nett Cost to Contractor Plus %Mark-up
Above R10 000	
R10 000-R5 000	
R5 000 - R1 000	
Less than R1 000	

Notes:

- Schedules indicate the overall scope of the Works unless otherwise stated. It is the duty of the service provider to ensure that all work associated with the BMS electrical and associated equipment is included in the price proposal.
- The IDC reserves the right to omit any item on the schedule before the acceptance of the tender and again at the "Annual Price Adjustment Date" without prejudice and without affecting the costing of the other items accepted as forming part of the works.
- Prices shall include all costs associated with the service as specified in the maintenance schedule e.g., spares, material, and labour costs.
- Call outs, standby provisions, all materials, spares, and replacement equipment to be quoted for on an ad-hoc bases, shall be paid for on the basis of proven cost plus a percentage mark-up.
- Prices should be based on normal working hours except where specifically stated otherwise.

Price Declaration Form

Dear Sir,

Having read through and examined the Request for Proposal (RFP) Document, RFP no. **T10/02/23**, the General Conditions, and all other Annexures to the RFP Document, we offer for the maintenance of the IDC's building management system as stated in this RFP document

R..... (Including VAT)

In words

R..... (Including VAT)

We confirm that this price covers all activities associated with the service, as called for in the RFP document. We confirm that IDC will incur no additional costs whatsoever over and above this amount in connection with the provision of this service.

We undertake to hold this offer open for acceptance for a period of 120 days from the date of submission of offers. We further undertake that upon final acceptance of our offer, we will commence with the provision of the required service when required to do so by the IDC.

We understand that you are not bound to accept the lowest or any offer, and that we must bear all costs which we have incurred in connection with preparing and submitting this bid.

We hereby undertake for the period during which this bid remains open for acceptance, not to divulge to any persons, other than the persons to whom the bid is submitted, any information relating to the submission of this bid or the details therein except where such is necessary for the submission of this bid.

SIGNED

DATE

(Print name of signatory)

Designation

FOR AND ON BEHALF OF: COMPANY NAME

Tel No

Fax No

Cell No

SECTION 4: ANNEXURES

Annexure 1: Acceptance of Bid Conditions and Bidder's Details

Request for Proposal No: _____

Name of Bidder: _____

Authorised signatory: _____

Name of Authorised Signatory _____

Position of Authorised Signatory _____

By signing above the bidder hereby accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on him/her under this RFP.

[Note to the Bidder: The Bidder must complete all relevant information set out below.]

CENTRAL SUPPLIER DATABASE (CSD) INFORMATION

Bidders are required to be registered on the Central Supplier Database (CSD) of National Treasury. Failure to submit the requested information may lead to disqualification. Bidders are therefore required to submit as part of this proposal both their CSD supplier number and CSD unique registration reference numbers below:	
Supplier Number	
Unique registration reference number	

BIDDING STRUCTURE

Indicate the type of Bidding Structure by marking with an 'X':	
Individual Bidder	
Joint Venture/ Consortium	
Prime Contractor with Sub Contractors	
Other	

REQUIRED INFORMATION

If Individual Bidder:	
Name of Company	
Registration Number	
Vat registration Number	
Contact Person	
Telephone Number	
Cellphone Number	
Fax Number	

If Individual Bidder:	
Email address	
Postal Address	
Physical Address	

If Joint Venture or Consortium, indicate the following for each partner:	
Partner 1	
Name of Company	
Registration Number	
Vat registration Number	
Contact Person	
Telephone Number	
Cellphone Number	
Fax Number	
Email address	
Postal Address	
Physical Address	
Scope of work and the value as a % of the total value of the contract	
Partner 2	
Name of Company	
Registration Number	
Vat registration Number	
Contact Person	
Telephone Number	
Cellphone Number	
Fax Number	
Email address	
Postal Address	
Physical Address	
Scope of work and the value as a % of the total value of the contract	

If bidder is a Prime Contractor using Sub-contractors, indicate the following:	
Prime Contractor	
Name of Company	
Registration Number	
Vat registration Number	
Contact Person	
Telephone Number	
Cellphone Number	
Fax Number	
Email address	
Postal Address	
Physical Address	
Sub contractors	
Name of Company	
Company Registration Number	
Vat registration Number	
Contact Person	
Telephone Number	
Cellphone Number	
Fax Number	
Email address	
Postal Address	
Physical Address	
Subcontracted work as a % of the total value of the contract	

Annexure 2: Tax Compliance Requirements

1. TAX COMPLIANCE REQUIREMENTS		
1.1	BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.	
1.2	BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.	
1.3	APPLICATION FOR TAX COMPLIANCE STATUS (TCS) OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.	
1.4	BIDDERS MAY ALSO SUBMIT A PRINTED TCS TOGETHER WITH THE BID.	
1.5	IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE PROOF OF TCS / PIN / CSD NUMBER.	
1.6	WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.	
2. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS		
2.1	IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	<input type="checkbox"/> YES <input type="checkbox"/> NO
2.2	DOES THE BIDDER HAVE A BRANCH IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
2.3	DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
2.4	DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
<p>IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN, IT IS NOT A REQUIREMENT TO OBTAIN A TAX COMPLIANCE STATUS / TAX COMPLIANCE SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 1.3 ABOVE.</p>		
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:	

Annexure 3: 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 interest ¹ 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

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.

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:

- 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

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.

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

Annexure 6: BEE Commitment Plan

The IDC encourages existing vendors and prospective bidders to support the objectives of B-BBEE and as far as possible strive to improve their B-BBEE contribution status. For bid evaluation purposes, bidders are allocated points in terms of a preference point system based on the Specific Goals which requires the bidder to have a valid B-BBEE certificate or a sworn affidavit in case of a EME or QSE.

Bidders are therefore required to submit a B-BBEE improvement plan in view of the new B-BBEE Codes of Good Practice. Bidders must indicate the extent to which their ownership, management control, employment equity, preferential procurement and enterprise development will be maintained or improved over the contract period in the event that they are successful in this bid process.

Annexure 7: Disclosure Statement

Disclosure Statement

In terms of the tender condition 8.6, which allows the IDC to conduct background checks on bidders and its shareholders and directors, the IDC hereby requires bidders to provide the following additional information:

- 7.1 The IDC considers the integrity of its appointed service providers to be of critical importance. The IDC reserves the right to disqualify from further consideration, any bidder whose integrity, based on past conduct (during the 5 years immediately preceding the bid submission date), it considers questionable.
- 7.2 To this end, the IDC requires each bidder to include in its bid, a disclosure statement which details the following (with sufficient information and supporting documentation for the IDC to make its own assessment as to the materiality or seriousness of allegations regarding the bidder's integrity or conduct):
 - 7.2.1 any criminal charges made against the bidder or any of its directors, shareholders, or management officials regarding their professional conduct;
 - 7.2.2 any civil proceedings initiated against the bidder or any of its directors, shareholders, or management officials regarding their professional conduct; and
 - 7.2.3 any other enquiry or similar proceedings initiated or threatened against the bidder or any of its directors, shareholders, or management officials regarding their professional conduct.
- 7.3 Where the bidder is a consortium, the disclosure statement referred to in paragraph 9.2 above must be made separately in respect of each consortium partner
- 7.4 In the event that the bidder's circumstances change, after submission of its bid, regarding any matter referred to in paragraph 9.2 above or in regard to any matter referred to in its disclosure statement, the bidder must submit a written notification to IDC indicating the nature and extent of such changed circumstances.
- 7.5 The IDC reserves the right to seek such additional information from any bidder, in respect of the disclosure statement referred to in paragraph 7.2 above, as it may, in its sole discretion, determine, whether such information has been requested under this RFP or otherwise, and may require the bidder to make oral presentations for clarification purposes or to present supplementary information, in respect of the disclosure statement if so required by the IDC.
- 7.6 Based on its own assessment of the contents of the bidder's disclosure statement and any publicly available information which is relevant to the contents of such disclosure statement, the IDC will decide whether the bidder's conduct or any allegations relating thereto pose a risk, reputational or otherwise, to the IDC; and if it reaches an adverse conclusion the IDC will in its sole discretion have the right to disqualify a bidder from further participation in the tender process. Disqualification on this ground may be done at any stage in the bid evaluation process prior to contract award.

Annexure 8: Local Content Declaration (If Relevant)

This Standard Bidding Document (SBD) must form part of all bids invited. It contains general information and serves as a declaration form for local content (local production and local content are used interchangeably).

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 (Edition 1) and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)].

1. General Conditions

- 1.1. A two-stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and specific goals.
- 1.2. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.3. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

$$LC = [1 - x / y] * 100$$

Where

x is the imported content in Rand

y is the bid price in Rand excluding value added tax (VAT)

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by South African Reserve Bank (SARB) on the date of advertisement of the bid as indicated in paragraph 3.1 below.

The SABS approved technical specification number SATS 1286:2011 is accessible on <http://www.thedtic.gov.za/sectors-and-services-2/industrial-development/industrial-procurement/> at no cost.

1.4. A bid may be disqualified if this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation;

2. The stipulated minimum threshold(s) for local production and content (refer to Annex A of SATS 1286:2011) for this bid is/are as follows:

The minimum threshold for local content as published on the **dtic** website should be considered, and will become applicable to this requirement, **where relevant**. The **dtic's** latest list of designated sectors can be accessed on: <http://www.thedtic.gov.za/sectors-and-services-2/industrial-development/industrial-procurement/>. The IDC reserves the right to apply the most relevant specified local content minimum thresholds during the adjudication of this RFP. The inclusion of minimum local content thresholds is therefore included to this RFP by reference to the relevant website listed herein, for products listed (where applicable) if not specified herein.

<u>Description of services, works or goods</u>	<u>Stipulated minimum threshold</u>
_____	_____%
_____	_____%
_____	_____%

3. Does any portion of the goods or services offered have any imported content?

(Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

3.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by SARB for the specific currency on the date of advertisement of the bid.

The relevant rates of exchange information is accessible on www.resbank.co.za

Indicate the rate(s) of exchange against the appropriate currency in the table below (refer to Annex A of SATS 1286:2011):

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

NB: Bidders must submit proof of the SARB rate (s) of exchange used.

- Where, after the award of a bid, challenges are experienced in meeting the stipulated minimum threshold for local content the dti must be informed accordingly in order for the dti to verify and in consultation with the AO/AA provide directives in this regard.

LOCAL CONTENT DECLARATION

(REFER TO ANNEX B OF SATS 1286:2011)

LOCAL CONTENT DECLARATION BY CHIEF FINANCIAL OFFICER OR OTHER LEGALLY RESPONSIBLE PERSON NOMINATED IN WRITING BY THE CHIEF EXECUTIVE OR SENIOR MEMBER/PERSON WITH MANAGEMENT RESPONSIBILITY (CLOSE CORPORATION, PARTNERSHIP OR INDIVIDUAL)

IN RESPECT OF BID NO.

ISSUED BY: IDC

NB

- The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.
- Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on http://www.thedti.gov.za/industrial_development/ip.jsp. Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. **Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below.** Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

I, the undersigned, (full names),
do hereby declare, in my capacity as
of(name of bidder
entity), the following:

- (a) The facts contained herein are within my own personal knowledge.
- (b) I have satisfied myself that:
 - (i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and
- (c) The local content percentage (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 3.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C:

Bid price, excluding VAT (y)	R
Imported content (x), as calculated in terms of SATS 1286:2011	R
Stipulated minimum threshold for local content (paragraph 3 above)	
Local content %, as calculated in terms of SATS 1286:2011	

If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above.

The local content percentages for each product have been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 3.1 above and the information contained in Declaration D and E.

- (d) I accept that the Procurement Authority / Institution has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.
- (e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Institution imposing any or all of the remedies as provided for in Regulation 9 of the Preferential Procurement Regulations, 2022 promulgated under the Preferential Policy Framework Act (PPFA), 2000 (Act No. 5 of 2000) or in any other relevant law in the context of local content.

SIGNATURE: _____

WITNESS No. 1 _____

DATE: _____

WITNESS No. 2 _____

DATE: _____

Annexure 9: Privacy & Protection of Personal Information Act 4 of 2013 Requirements

Request for Proposal No:	
Name of Bidder:	
Authorised signatory:	

Protecting personal information is important to the Industrial Development Corporation (IDC). To do so, IDC follows general principles in accordance with applicable privacy laws and the Protection of Personal Information Act 4 of 2013 (POPIA).

IDC's role as a responsible party, is amongst others to process personal information for the intended purpose for which it was obtained and in line with legal agreements with its respective/ prospective clients, third parties, suppliers and operators.

Who is an Operator? A person or body/ entity which processes personal information for the IDC in terms of a contract or mandate.

Who is a Supplier? a natural or juristic person that provides a product or renders a service to the IDC. A supplier could also be considered as an operator, an independent responsible party or (together with IDC) a joint responsible party.

If the supplier or business partner provides IDC with its related persons' personal information, the supplier or business partner warrants that the related persons are aware of and have consented to the sharing and processing of their personal information with/by IDC. IDC will process the personal information of related persons as stated under a contractual agreement or as required by any related legislation.

Examples of the personal information of the supplier or business partner where relevant may include (but are not limited to): financial information, including bank statements provided to the IDC; - invoices issued by the supplier or business partner; the contract/ legal agreement between the IDC and the supplier or business partner; other identifying information, which includes company registration numbers, VAT numbers, tax numbers and contact details; marital status and matrimonial property regime (e.g. married in community of property); nationality; age; language; date of birth; education; financial history; identifying numbers (e.g. an account number, identity numbers or passport numbers); email address; physical address (e.g. residential address, work address or physical location); information about the location (e.g. geolocation or GPS location); telephone numbers; online and other unique identifiers; social media profile/s; biometric information (like fingerprints, facial recognition signature; race; gender; sex; criminal history).

Example of Special personal information is personal information about the following: - criminal behaviour, or any proceedings in respect of any offence allegedly committed by a data subject or the disposal of such proceedings; religious and philosophical beliefs; trade union membership; political beliefs; health, including physical or mental health, disability, and medical history; or biometric information (e.g., to verify identity).

RESPONSIBILITIES OF SUPPLIERS AND BUSINESS PARTNERS WHO ARE OPERATORS UNDER POPIA

Where a supplier or business partner, in terms of a contract or mandate, processes personal information for the IDC and is considered an operator of the IDC, the supplier or the business partner will be required to adhere to the obligations set out in the IDC data privacy or POPIA policy. This policy sets out the rules of engagement in relation to how personal information is processed by suppliers and business partners on behalf of the IDC as well as the minimum legal requirements that IDC requires the suppliers and business partners to adhere to, including compliance with POPIA as summarised in the below table.

Item	GUIDING CONDITIONS FOR PROCESSING PERSONAL INFORMATION	Yes	No
9.1	<p>Accountability</p> <p>The respective clients, third parties, suppliers and operators and its members will ensure that the provisions of POPIA, the guiding principles outlined in the policy and all the measures that give effect to such provisions are complied with at the time of the determination of the purpose and means of the processing and during the processing itself. In the event that an employee of the IDC or any person acting on behalf of the corporation who through their intentional or negligent actions and/or omissions fail to comply with the principles and responsibilities outlined, proper corrective measures will be applied.</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
9.2	<p>Processing Limitation</p> <p>The respective clients, third parties, suppliers and operators and its members will ensure that information is only processed for the justifiable reason and processing is compatible with the purpose of the collection.</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
9.3	<p>Purpose Specification</p> <p>All respective clients, third parties, suppliers and operators and its members will process personal information only for specific, explicitly defined, and legitimate reasons. The respective clients, third parties, suppliers and operators will inform IDC of reasons prior to collecting or recording their PI.</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
9.4	<p>Further Processing Limitation</p> <p>Personal information will not be processed for a secondary purpose unless that processing is compatible with the original purpose. Thus, where the respective clients, third parties, suppliers and operators seek to process personal information it holds for a purpose for which it was originally collected, and where this secondary purpose is not compatible with the original purpose, respective clients, third parties, suppliers and operators will first obtain additional consent from the IDC.</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
9.5	<p>Information Quality</p> <p>The respective clients, third parties, suppliers and operators will take reasonable steps to ensure that all personal information collected is complete, accurate and not misleading. Where PI is collected or received from third parties, the respective clients, third parties, suppliers and operators will take reasonable steps to confirm that the information is correct by verifying the accuracy of the information directly with the data subject or by way of independent sources.</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>

Item	GUIDING CONDITIONS FOR PROCESSING PERSONAL INFORMATION	Yes	No
9.6	Open Communication Reasonable steps will be taken by the respective clients, third parties, suppliers and operators to ensure that the IDC is notified of the purpose for which the information is being collected, used, and processed.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
9.7	Security Safeguards It is a requirement of POPIA for responsible parties, business partners and operators to adequately protect personal information. IDC will need to review suppliers or business partner security controls and processes to ensure that personal Information is compliant with the conditions of the lawful processing of personal information as set out in the POPIA. This would be a continuous monitoring and review that will be conducted by the IDC at its discretion.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
9.8	Data Subject Participation A data subject whose PI has been collected, stored, and processed by the respective clients, third parties, suppliers and operators must have communication channels to attend to may request for the correction or deletion of such information.	Yes <input type="checkbox"/>	No <input type="checkbox"/>

I, _____ (print name) hereby certify that the information, facts and representations are correct and that I am duly authorized to sign on behalf of the company.

Name of Company/ Entity: _____

Company/ Entity Registration Number: _____

Company/ Entity VAT Registration Number: _____

Signature (Company/ Entity Representative)

Date