



**BID NO: RFB 13/22**

**REQUEST FOR BID:**

**THE APPOINTMENT OF A SERVICE PROVIDER TO RENDER COMMERCIAL PRINTING SERVICES,  
SUPPLY AND DELIVERY OF PRINTED ITEMS ON AN AS & WHEN REQUIRED BASIS FOR A PERIOD  
OF THREE YEARS**

**CLOSING DATE: 07 DECEMBER 2022 AT 11:00**

**ISSUED BY:**

Ithala SOC Limited  
Delta Towers  
15th floor, Ithala reception  
303 Dr Pixley KaSeme Street  
Durban, 4000

**PROCUREMENT ENQUIRES:**

Supply Chain Management Unit  
Email: [tenders\\_ltd@ithala.co.za](mailto:tenders_ltd@ithala.co.za)  
Tel: 031 366 2500

**Name of Bidder: .....**

**For any complaints regarding our supply chain management abuses please email [fraudbox@ithala.co.za](mailto:fraudbox@ithala.co.za) or alternatively you can lodge an anonymous complaint at our toll-free hotline at 080 036 2546 or email [ithala@thehotline.co.za](mailto:ithala@thehotline.co.za).**

**REQUEST FOR BID**

**ITHALA SOC LIMITED, 303 DR PIXLEY KASEME STREET, DURBAN, 4000**

Hereinafter referred to as ("Ithala")

BID NUMBER: **RFB 13/22**

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CLOSING DATE: **07 December 2022**

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TIME: **11h00**

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DESCRIPTION: **THE APPOINTMENT OF A SERVICE PROVIDER TO RENDER COMMERCIAL PRINTING SERVICES, SUPPLY AND DELIVERY OF PRINTED ITEMS ON AN AS & WHEN REQUIRED BASIS FOR A PERIOD OF THREE YEARS**

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MANDATORY  
BRIEFING:

Yes

☐

No

**X**

The attention of bidders is specifically drawn to the provisions of the Conditions of Contract, which are included in the documents. All bids as advertised will remain valid for 120 days from the bid closing date. For any further enquiries, please contact Ithala SOC Limited: [tenders\\_ltd@ithala.co.za](mailto:tenders_ltd@ithala.co.za)

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## C.1 TENDER NOTICE AND INVITATION TO TENDER

### RFB 13/22 - THE APPOINTMENT OF A SERVICE PROVIDER TO RENDER COMMERCIAL PRINTING SERVICES, SUPPLY AND DELIVERY OF PRINTED ITEMS ON AN AS & WHEN REQUIRED BASIS FOR A PERIOD OF THREE YEARS

ITHALA SOC Limited ("Ithala") seeks to acquire services from a suitably qualified and experienced service provider for the appointment of a service provider to supply and deliver printed items on an as & when required for a period of three years.

#### Availability of documents:

Bid documents will be available from Monday to Friday between 08h00 and 16h00 starting on **Tuesday, 08 November 2022**.

#### Technical and administrative queries:

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\\_LTD@ithala.co.za](mailto:tenders_LTD@ithala.co.za)

#### Submission of Bids:

One original copy of the bid document may be submitted and a soft copy of originals documents.

The proposals may be submitted in sealed envelopes delivered at ITHALA SOC Limited, **15th floor, Ithala reception, 303 Dr Pixley KaSeme Street, Durban, 4000** and should be deposited in the box located at the reception. Or via Email on [tenders\\_LTD@ithala.co.za](mailto:tenders_LTD@ithala.co.za), the **RFB number and tender description** MUST be clearly indicated on the subject line of the email. **It is the responsibility of each bidder when submitting by email to submit early and files can be submitted as parts in order to cater for the capacity of the email. A "we transfer" link is acceptable or any other form of electronic submission, provided the information email is sent before the closing time.**

The closing date and time for receipt of tenders is **07 December 2022 at 11H00.**

**IT IS THE RESPONSIBILITY OF EACH PROSPECTIVE BIDDER TO ARRIVE EARLY TO SUBMIT A BID AS THEY WILL BE REQUIRED TO FOLLOW BUILDING SECURITY PROTOCOLS OF REGISTRATION. ITHALA WILL NOT BE RESPONSIBLE FOR BIDDERS WHO ARRIVE LATE AND CLAIM THAT THEY WERE HELD AT SECURITY FOR REGISTRATION, WHICH WILL NOT BE ACCEPTED AS A REASON FOR LATE ARRIVAL OR LATE SUBMISSION.**

Telegraphic, telephonic, telex, facsimile, 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. Bid with obvious deviation from the requirements, will be eliminated. Tenders will be expected to submit returnable documents on the original tender issued by ITHALA and written in black ink. This tender document may not be reproduced.

**PART A  
INVITATION TO BID**

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)</b>					
BID NUMBER:	RFB 13/22	CLOSING DATE:	07 DECEMBER 2022	CLOSING TIME:	11:00
DESCRIPTION	<b>THE APPOINTMENT OF A SERVICE PROVIDER TO RENDER COMMERCIAL PRINTING SERVICES, SUPPLY AND DELIVERY OF PRINTED ITEMS ON AN AS &amp; WHEN REQUIRED BASIS FOR A PERIOD OF THREE YEARS</b>				
<b>BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)</b>					
ITHALA SOC LIMITED 15 <sup>TH</sup> FLOOR, ITHALA RECEPTION 303 DR PIXLEY KASEME STREET DURBAN 4001					
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>			<b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b>		
CONTACT PERSON	Sicelo Msibi		CONTACT PERSON		
TELEPHONE NUMBER	031 366 2544		TELEPHONE NUMBER		
FACSIMILE NUMBER	N/A		FACSIMILE NUMBER		
E-MAIL ADDRESS	tenders_ltd@ithala.co.za		E-MAIL ADDRESS		
<b>SUPPLIER INFORMATION</b>					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REG. NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No
<b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES &amp; QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]</b>					
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.**

## PART B TERMS AND CONDITIONS FOR BIDDING

### 1. BID SUBMISSION:

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED--(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.

### 2. TAX COMPLIANCE REQUIREMENTS

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

**NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.  
NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE.**

SIGNATURE OF BIDDER: .....

CAPACITY UNDER WHICH THIS BID IS SIGNED : .....

DATE: .....

## C.2 INTRODUCTION

ITHALA SOC Limited conducts deposit-taking activities in the Province of KwaZulu-Natal under an exemption from the licencing requirements of the Banks Act, Act 94 of 1990.

ITHALA SOC Limited is a 100% subsidiary of ITHALA Development Finance Corporation Limited, which is a Development Finance institution operating under the umbrella of the Department of Economic Development, Tourism and Environmental Affairs, its sole shareholder being the Provincial Government of KZN.

### **Our VISION is**

“To be an innovative and responsive banking and insurance institution owned by and serving the State and people of South Africa”

The purpose and key attributes underpinning Ithala’s vision have been articulated as follows. In pursuing its vision, Ithala will:

- Be a profitable entity;
- Promote the growth and development of our customers and communities;
- Provide innovative and inclusive banking and insurance products and services; and
- Operate nationally.

### **Our MISSION is:**

“To provide banking and insurance products and services focusing on corporate and retail customers”

ITHALA SOC Limited is committed to providing financial solutions to our customers through excellent customer service, dedicated staff and technologically-driven products, whilst adhering to sound governance practices and caring for the communities and their environment.

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

### **Procurement Philosophy**

It is the policy of ITHALA SOC Limited, 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 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 B-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 SOC Limited’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 behavior with ITHALA SOC Limited.

### C.3 CONDITIONS OF BID AND CONTRACT

	Conditions	Confirmation			
		Yes	No	Noted	If no, indicate deviation
1.	<b>GUIDELINE ON COMPLETION</b>				
1.1.	Bidders must indicate compliance or non-compliance on a paragraph-by-paragraph basis. Indicate compliance with the relevant bid requirements by marking the YES box and non-compliance by marking the NO box. If the contents of the paragraph only need to be noted, please mark the NOTED box. The bidder must clearly state if a deviation from these requirements are offered and the reason therefore. If an explanatory note is provided, the paragraph reference must be attached as an appendix to the bid submission. Bids not completed in the manner prescribed may be considered incomplete and rejected. Should bidders fail to indicate agreement/compliance or otherwise, ITHALA SOC Limited will assume that the bidder is not in compliance or agreement with the statement(s) as specified in this bid.				
1.2.	Proper bids for the services specified must be submitted. Bidders to clearly indicate option(s) they are bidding for and also the transaction model.				
2.	<b>ITHALA SOC LIMITED SERVICE LEVEL AGREEMENT/ CONTRACT</b>				
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.	<b>ADDITIONAL INFORMATION REQUIREMENTS</b>				
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.	<b>CONFIDENTIALITY</b>				
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 SOC Limited or of its activities to any other organization or individual. The				



	Conditions	Confirmation			
		Yes	No	Noted	If no, indicate deviation
	bidders may not disclose any information, documentation or products to other clients without written approval of the accounting authority or the delegate.				
5.	<b>INTELLECTUAL PROPERTY, INVENTIONS AND COPYRIGHT</b>				
5.1	Copyright of all documentation relating to this assignment belongs to ITHALA SOC Limited. 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 SOC Limited 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 SOC Limited.				
5.4	ITHALA SOC Limited 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 SOC Limited shall be entitled to freely cede and assign to parties nominated by ITHALA SOC Limited.				
6.	<b>PAYMENTS</b>				
6.1	Payment terms will be negotiated with the successful bidder before awarding the bid.				
6.2	ITHALA SOC Limited will pay the service provider for the service rendered in line with the contract. No additional amounts will be payable by ITHALA SOC Limited to the contractor				
6.3	The service provider shall from time to time during the duration of the contract, invoice ITHALA SOC Limited for the services rendered. No payment will be made to the service provider unless an invoice complying with				

	Conditions	Confirmation			
		Yes	No	Noted	If no, indicate deviation
	section 20 of VAT Act No 89 of 1991 has been submitted to ITHALA SOC Limited.				
6.4	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).				
6.5	The service provider shall be responsible for accounting to the appropriate authorities for its Income Tax, VAT or other moneys required to be paid in terms of applicable law.				
7.	<b>NON-COMPLIANCE WITH DELIVERY TERMS</b>				
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 SOC Limited must be given immediate written notice to this effect. ITHALA SOC Limited reserves the right to implement remedies as provided for in the SLA.				
8.	<b>WARRANTIES</b>				
8.1	The service provider warrants that:  It is able to conclude this Agreement to the satisfaction of ITHALA SOC Limited.				
8.2	Although the service provider will be entitled to provide services to persons other than ITHALA SOC Limited, the service provider shall not without the prior written consent of ITHALA SOC Limited, be involved in any manner whatsoever, directly or indirectly, in any business or venture which competes or conflicts with the obligations of the contractor to provide the Services.				
9.	<b>PARTIES NOT AFFECTED BY WAIVER OR BREACHES</b>				
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.	<b>SUBMITTING BIDS</b>				
10.1	Supply Chain Management (SCM)				

	Conditions	Confirmation			
		Yes	No	Noted	If no, indicate deviation
10.2	<p>One original copy <b>may</b> be delivered at the following address:</p> <p><b>Ithala SOC Limited, Delta Towers, 15th floor, 303 Dr Pixley KaSeme Street, Durban,</b></p> <p>At the reception in the Tender Bid box</p> <p>Bids should be in a sealed envelope, marked with:</p> <p><input type="checkbox"/> Bid number: RFB 13/22</p> <p><input type="checkbox"/> Closing date: 07 December 2022 at 11:00</p> <p><input type="checkbox"/> The name and address of the bidder</p>				
10.3	<p>Bids can also be <b>submitted via email on:</b> <a href="mailto:tenders_ltd@ithala.co.za">tenders_ltd@ithala.co.za</a></p>				
11.	<b>LATE BIDS</b>				
11.1	<p>Late submissions will not be accepted. A submission will be considered late if it arrived one minute after <b>11:00</b> 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.</p>				
12.	<b>MANDATORY BRIEFING SESSION AND CLARIFICATIONS</b>				
12.1	<b>Mandatory briefing will not be conducted for this bid.</b>				
12.1.1	<p>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 (letter or e-mail).</p> <p>Please make reference to Tender Notice and Invitation to Tender page of this bid pack for contact details.</p> <p>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.</p>				
13.	<b>FORMAT OF BIDS</b>				
13.1	<p>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.</p>				

	Conditions	Confirmation			
		Yes	No	Noted	If no, indicate deviation
13.2	Bidders are to set out their proposal in the following format:				
13.2.1	Part 1: Invitation to Bid & Introduction				
13.2.2	Part 2: RFB Summary and Details				
13.2.3	Part 3: Compliance to Special Conditions of Bid and Noting of Evaluation Criteria				
13.2.4	Part 4: SARS Tax Clearance Certificate(s)				
13.2.5	Part 5: Integrity Declarations				
13.2.6	Part 6: BBBEE Proposal				
13.2.7	Part 7: Deviations from Request for Bid				
13.2.8	Part 8: Pricing Schedule.				
13.2.9	Part 9: Procurement Timelines				
13.2.10	Part 10: Annexures				
14.1	<b>PART 1: INVITATION TO BID (FORM C1)</b>				
14.2	<b>PART 2: RFB SUMMARY AND DETAILS (FORM C14)</b>				
14.2.1	Bidders must complete the table and sign the form Bid summary must be completed and indicate what returnable documents will be submitted.				
14.3	<b>PART 3: COMPLIANCE TO SPECIAL CONDITIONS OF BID AND NOTING OF EVALUATION CRITERIA (FORM C3)</b>				
14.3.1	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	<b>PART 4: SARS TAX CLEARANCE CERTIFICATE (FORM C10)</b>				
14.4.1	The bidder must be compliance with SARS at the time of submission of tender and such information will be verified with Central Supplier Database (CSD) and on SARS eFiling. In case of a consortium/ joint venture, or where sub-contractors are utilised, each consortium/ joint venture member <b>and/or sub-contractor</b> (individual) <b>must</b> be in compliance with SARS and the information will be verified for each party.				
14.5	<b>PART 5: (FORM C4 and C11) Certificate of Authority to Sign a Bid Integrity Declarations</b>				
14.5.1	Bidders must complete, sign and submit the Declaration form. A bidder must complete the relevant part of the document and it must indicate who is delegated to communicate or deal with ITHALA SOC Limited. Any other irrelevant sections to the tendering entity must be marked 'N/A'.				
14.6	<b>PART 6: PREFERENCE POINT CLAIM (FORM C12)</b>				

	Conditions	Confirmation			
		Yes	No	Noted	If no, indicate deviation
14.6.1	<b>Bidder to submit proof of B-BBEE status level of contributor:</b> (a) the B-BBEE status level certificate issued by an authorised body or person; (b) a sworn affidavit as prescribed by the B-BBEE Codes of Good Practice; or (c) any other requirement prescribed in terms of the Broad-Based Black Economic Empowerment Act;				
14.6.2	For a consortium or joint venture: A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a <b>legal entity</b> , provided that the entity submits their B-BBEE status level certificate. A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an <b>unincorporated entity</b> , provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid. <b>Subcontracting will not be accepted for this bid</b>				
14.6.3	A copy of the joint venture / consortium agreement must be included.				
14.7	<b>PART 7: DEVIATIONS FROM REQUEST FOR BID (FORM C13)</b>				
14.7.1	Please indicate deviations or modifications to this Request for Bid on form <b>C13</b>				
14.7.2	If no deviations are required, please mark the form "Nil" and sign				
14.8	<b>PART 8: PRICING SCHEDULE (FORM C9)</b>				
14.8.1	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.				
14.8.2	A proposed pricing schedule with one of the specified elements (fees and reimbursable costs) omitted from the costing, may be considered non-responsive.				
14.9	<b>PART 9: PROCUREMENT TIMELINES (FORM C6)</b>				
14.9.1	This part of a bid documents informs bidders when the bid process is expected to be finalised. It may not necessarily be followed.				
14.9.2	Terms of Reference 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.				
14.10	<b>PART 10: ANNEXURES</b>				
14.10.1	Bidder must insert all their additional annexures in part 11. This can include professional registrations, insurances etc.				
14.11	<b>VAT</b>				

	Conditions	Confirmation			
		Yes	No	Noted	If no, indicate deviation
14.11.1	ITHALA SOC Limited is a VAT Vendor. Prices quoted must include VAT.				
14.11.2	ITHALA SOC Limited reserves the right to request the preferred bidder to register for VAT if the award is anticipated to be in excess of R1m for 12 consecutive months as the VAT Act requires.				
<b>15.</b>	<b>PRESENTATIONS</b>				
15.1	ITHALA SOC Limited reserves the right to invite bidders for presentations before the award of the bid.				
15.2	If the date of the presentation meeting is not indicated in the bid document, at least three (3) working days' notice will be given to bidders required to attend.				
15.3	The presentation will be in line with the ToR and may affect the outcome of the evaluation assessment.				
<b>16.</b>	<b>NEGOTIATION</b>				
16.1	ITHALA SOC Limited has the right to enter into negotiation with a prospective bidder regarding any terms and conditions, including price(s), of a proposed contract.				
16.2	ITHALA SOC Limited shall not be obliged to accept the lowest or any quotation, offer or proposal. Furthermore, ITHALA SOC Limited reserves the right not to award the tender to highest ranking bidder in terms of PPPFA.				
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.				
16.4	Documents submitted by bidders will not be returned.				
<b>17.</b>	<b>DOMICILIUM</b>				
17.1	The parties hereto choose <i>domicilia citandi et executandi</i> for all purposes of and in connection with the final contract as follows:				
17.2	ITHALA SOC Limited, Delta Towers, 303 Dr Pixley Ka-Seme Street, Durban				
<b>18.</b>	<b>COST OF BID PREPARATION</b>				
18.1	Bidders shall prepare and submit a bid at their own expense				
<b>19.</b>	<b>SITE INSPECTIONS</b>				
19.1	ITHALA SOC Limited reserves the right to do site inspections of bidders to establish suitability of premises, vehicles, etc. to perform services effectively and efficiently				
19.2	The site inspection may affect the outcome of the evaluation assessment.				

	Conditions	Confirmation			
		Yes	No	Noted	If no, indicate deviation
<b>20.</b>	<b>BID VALIDITY PERIOD</b>				
20.1	Bid will be valid for a period of 120 days				
20.2	Hold the tender offer(s) valid for acceptance by the employer at any time during the validity period stated in the tender data after the closing time stated in the tender data.				
20.3	If requested by the employer, consider extending the validity period stated in the tender data for an agreed additional period.				
20.4	Accept that a tender submission that has been submitted to the employer may only be withdrawn or substituted by giving the employer's agent written notice before the closing time for tenders that a tender is to be withdrawn or substituted.				
<b>21.</b>	<b>ISSUE ADDENDA</b>				
21.1	If necessary, issue addenda that may amend or amplify the tender documents to each tenderer during the period from the date that tender documents are available until seven days before the tender closing time stated in the Tender Data. If, as a result a tenderer applies for an extension to the closing time stated in the Tender Data, the Employer may grant such extension and, shall then notify those tendering entities appearing on the attendance list				
21.2	Addenda will be issued to the shortlisted service provider's only and completed non-disclosure agreement.				
21.3	Acknowledge receipt of addenda to the tender documents, which the employer may issue.				
<b>22.</b>	<b>SUBMITTING OF FRAUDULENT DOCUMENTS</b>				
22.1	The bidder must declare any Partnership or JV arrangements when submitting the proposal				
22.2	All parties to the bid (JV or Partnership) must submit all the required returnable documents as per the requirement of the tender.				
22.3	In order to comply with security risk requirements, a bidder awarded a contract may only enter into a subcontracting arrangement with the approval of Ithala.				
22.4	Failure to comply with the above (22.1, 22.2 and 22.3) will disqualify the bidder or terminate the contract in whole or in part and Ithala will claim any applicable damages from the bidder.				
<b>23.</b>	<b>Protection of Personal Information Act (POPIA)</b>				
23.1	The bidder must be compliant with the Protection of Personal Information Act 4 of 2013.				
23.2	The bidder must have the necessary appropriate physical, technological, administrative and technical security measures to ensure the protection and				

	Conditions	Confirmation			
		Yes	No	Noted	If no, indicate deviation
	confidentiality of personal information that it, or its employees, its contractors or other authorised individuals comes into contact with to prevent loss or damage, or unauthorized access, processing or destruction.				



#### C.4 CERTIFICATE OF AUTHORITY TO SIGN A BID

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

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

##### i. CERTIFICATE FOR COMPANY

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

Chairman: .....

As Witnesses: .....

Date: .....

##### ii. CERTIFICATE FOR CLOSE CORPORATION

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

..... Hereby authorise Mr/Ms ....., acting in the capacity of ....., to sign all documents in connection with the tender for Contract No ..... and any contract resulting from it on our behalf.

NAME	ADDRESS	SIGNATURE	DATE

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

##### iii. CERTIFICATE FOR PARTNERSHIP

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

..... Hereby 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 partners upon whom rests the direction of the affairs of the Partnership as a whole.*

#### iv. CERTIFICATE FOR SOLE PROPRIETOR

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

**Signature** of Sole owner: .....

As Witnesses:

1.....

2. ....

Date: .....

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

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

We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorise Mr/Ms.....,

Authorised signatory of the Company.....

Acting in the capacity of lead JV partner, to sign all documents in connection with the tender offer and any contract resulting from it on our behalf as a joint venture.

**NAME OF JV**

**ORGANIZATION**.....  
.....

**ADDRESS**:.....  
.....  
.....  
.....  
.....

**DULY AUTHORISED SIGNATORY NAME** .....

**DESIGNATION**: .....

**SIGNATURE**: .....

**DATE**: .....

## C.5 PROCUREMENT TIMELINES

PROCUREMENT TIMELINE	DATE	TIME
RFB Release Date	07 November 2022	10:00
Written questions of clarification	02 December 2022	16:00
Service Provider Bids Due	07 December 2022	11:00
*Completion of Bid Evaluations	15 December 2022	16:00
*Anticipated Contract Award	22 December 2022	16:00

**\*Indicative dates**

## C.6 TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO RENDER COMMERCIAL PRINTING SERVICES, SUPPLY AND DELIVERY OF PRINTED ITEMS ON AN AS & WHEN REQUIRED BASIS FOR A PERIOD OF THREE YEARS

### 1. PURPOSE

The purpose of this Request for Bid ("RFB") is to appoint a service provider/s with extensive knowledge and hands-on experience in printing various items in different forms of paper and sizes for a period of three years on an as & when bases.

### 2. INTRODUCTION

Ithala SOC Limited "*Ithala*" is a Durban-based, licensed financial services provider and registered credit provider and conducts its business through a banking exemption notice. Ithala is a wholly-owned subsidiary of the Ithala Development Finance Corporation ("IDFC"), a Stated-owned Entity ("SOE"), and listed as a public entity in terms of Schedule 3 of the Public Finance Management Act (Act No.1 of 1999) ("PFMA") and has a financial year end of 31 March.

Ithala is looking for a company that does commercial printing, that will be in an SLA agreement with Ithala for a period of three (3) years. The awarded bidder will primarily be printing text and images on to paper.

### 3. SCOPE OF WORK

Ithala is looking for a service provider who will print the following items but not limited to:

DESCRIPTION	SIZE	ADDITIONAL INFORMATION	MINIMUM QUANTITY
Posters	A1	Printed in full colour on 150gms Gloss Art	500
	A2		500
	A3		250
Wall Calendars	A2	Printed full colour 1 side on 200gms Gloss Art and punched 1 hole (no rim)	85,000
Brochures	A4	Full colour both sides on 100gsm Gloss Art, Trifold	800 000
Gift Bags	26 x 12 x 32.6	230gsm art card paper, matte finish, nylon string handles	1,500

<b>Tent Calendar</b>	140mm x 210 (landscape)	200gsm, full colour printing, wire binding with desk stand, 13 pages - 2 sided print	450
<b>Desktop Calendar</b>	A2	Printed 12pages full color on 80gms white Bond cover sheet printed full color on 135gms Gloss Art, padded at head board backing colored miradhir corners	450
<b>Flyer</b>	A4	DL, Full colour both sides on 100gsm Gloss Art	500,000
<b>Dummy Cheques</b>	500 x 900 mm	Digital print and laminated to 3 mm Foam Board	150
<b>Presentation Folders</b>	A4	Double gusset with pocket	2,500
<b>Table Tent</b>	A5	250gsm 360 micron, Matt, CMYK front only, scored to shape / Glued & Supplied flat	200
<b>Table Talker</b>	A5	250gsm 360 micron, Matt, CMYK front only, scored to shape / Glued & Supplied flat	200
<b>Table Cards</b>	A5	E-Flute, Full Colour CMYK, Straight Cut or Custom Shape (Optional: Double Wing Strut)	200
<b>IB143 Transaction Slip</b>	A5	Black, grey and white, 500 sheets per ream. 10 reams in a box. Printed back to back	100 boxes
<b>IB06 Transactional record Slips</b>	88.9mm*50.8mm	Ithala logo and slogan, Grammage	150 boxes
<b>A5 Ithala Envelopes</b>	A5	Brown envelop, label on the back and front. 500 envelops per box	30 boxes
<b>A4 Ithala Envelopes</b>	A4	Brown envelop, label on the back and front. 250 envelops per box	20 boxes
<b>White Ithala envelopes</b>	110mm*220mm	500 in a box, with ithala logo	10 boxes
<b>White ithala window envelopes</b>	110mm*220mm	500 in a box, with window, with ithala logo	10 boxes
<b>Requisition book</b>	A4	Unique number, triplicate, 50 pages per book, perforated	100 books
<b>Business Cards</b>	88.9mm*50.8mm	Back to back print, Colour: black, blue, white and green	200 per person
<b>Transaction record book</b>	A4	100 pages per book, with unique number, perforated,	100 books
<b>Remittance advice book</b>	A4	100 pages per book quadruplicate, perforated,	50 books

<b>Securities for safekeeping book</b>	A4	Unique number, duplicate, 100 pages per book, perforated,	50 books
<b>Declaration of insurance book</b>	A4	Unique number, 50 pages per book, quadruplicate, perforated,	50 books
<b>Master file change form book</b>	A4	Unique number, perforated, 50 pages per book	50 books
<b>Specimen signature card</b>	A5	250 sheets per ream, back to back printing Bond paper, grammage 100*120	50 reams
<b>Debit order authority</b>	A4	100 sheets per book, perforated	50 books
<b>Stop order book</b>	A5	100 sheets per book, perforated	100 books
<b>Remittance advice book</b>	A4	100 pages per book quadruplicate, perforated,	50 books

\*\* Other items are not include, will be quoted at the time requirement

#### **4. DURATION OF CONTRACT**

The assignment is expected to commence once the SLA has been signed by both parties and the expected duration of the agreement is three (3) years.

#### **5. ITHALA SOC LIMITED RESERVED RIGHTS**

- 5.1 Change any of the scheduled dates herein.
- 5.2 The lowest or any bid will not necessarily be accepted and Ithala reserves the right not to consider any proposal not suitably endorsed or comprehensively completed as well as the right to accept a proposal in whole or part. In addition, Ithala reserves the right to appoint more than one service provider/supplier as deemed necessary.
- 5.3 Use proposal information obtained through the internal investigation of the service provider's qualifications, experience, ability or financial standing, and any material or information submitted by the service provider in response to Ithala's request for clarifying information in the course of evaluation and selection under this RFB.
- 5.4 If, Ithala must terminate the contract for non-performance or is unable to maintain the support required, Ithala reserves the right, with the approval of the Bid Adjudication Committee ("BAC") to award a contract to the next highest ranked service provider of the original proposal submission within one (1) month of the award.

#### **6. FEE STRUCTURE**

Ithala reserves the right to negotiate any aspect of the proposed fees and disbursements with the preferred service provider and shall not be bound to the fees and disbursements submitted by any service provider.



## C.7 ITHALA PRICE SCHEDULE

ITEM NO.	DESCRIPTION	QUANTITY	PRICE PER UNIT	TOTAL
1	Posters A1	500	R	R
2	Posters A2	500	R	R
3	Posters A3	250	R	R
4	Wall calendars A2	85 000	R	R
5	Brochures A4	800 000	R	R
6	Gift Bags	1500	R	R
7	Tent Calendar	450	R	R
8	Desktop Calendar	450	R	R
9	Flyer	500 000	R	R
10	Dummy Cheques	150	R	R
11	Presentation Folders	2500	R	R
12	Table Tent	200	R	R
13	Table Talker	200	R	R
14	Table Cards	200	R	R
15	IB143 Transaction Slip	100 boxes	R	R
16	IB06 Transactional record Slips	150 boxes	R	R
17	A5 Ithala Envelopes	30 boxes	R	R
18	A4 Ithala Envelopes	20 boxes	R	R
19	White Ithala envelopes	10 boxes	R	R
20	White ithala window envelopes	10 boxes	R	R
21	Requisition book	100 books	R	R

22	Business Cards	200 per person	R	R
23	Transaction record book	100 books	R	R
24	Remittance advice book	50 books	R	R
25	Securities for safekeeping book	50 books	R	R
26	Declaration of insurance book	50 books	R	R
27	Master file change form book	50 books	R	R
28	Specimen signature card	50 reams	R	R
29	Debit order authority	50 books	R	R
30	Stop order book	100 books	R	R
31	Remittance advice book	50 books	R	R
32	Leave book	50 books	R	R
<b>SUB TOTAL (EXCL. VAT)</b>				
<b>VAT @15%</b>				
<b>GRANT TOTAL (INCL. VAT)</b>				

**Note: Other Costs must be clearly defined with detailed breakdown**

Tenderers Signature:.....

Date:.....

## C.8 EVALUATION PROCESS & CRITERIA

***This phase consists of Mandatory and Non-Mandatory administrative compliance evaluation of all proposals.***

		Compliance			
		Yes	No	Note d	If no, indicate deviation
1.	<b>EVALUATION PROCESS</b>				
1.1	<b><u>STAGE ONE: ADMINISTRATION COMPLIANCE</u></b>				
1.1.1	<p>All bids duly lodged will be examined to determine compliance with bidding requirements and conditions. Bids with obvious deviations from the requirements/conditions, will be eliminated from further adjudication.</p> <p><b>a) <u>Mandatory</u></b> Bids will only be compliant if bidder has submitted the following documents:</p> <ul style="list-style-type: none"> <li>• A valid tax clearance certificate;</li> <li>• The proposing entities are bona fide entities, registered in accordance with the laws of SA;</li> <li>• Completed and signed Integrity declarations and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the employer;</li> <li>• Or any of its directors/shareholders is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector;</li> <li>• Must provide the company registration/documents and it must specify that the company deals with printing services. The company must already have been in existence; <b>we will not accept intention to lease.</b></li> <li>• Pictures of the warehouse/ equipment used to print must be submitted (committee will do a physical verification)</li> <li>• Five (5) reference letters/purchase orders for work done previously (each must be a minimum of R100 000.00).</li> </ul> <p><b>Failure to provide any mandatory information as requested above will results in the submission being deemed non-responsive.</b></p> <p><b>b) <u>Non-Mandatory</u></b> Administrative Compliance such as but not limited to:</p> <ul style="list-style-type: none"> <li>• All proposals are complete (i.e. all required documentation are attached, all questions are answered);</li> <li>• B-BBEE Certificate or Sworn Affidavit</li> </ul> <p>Where a bid specifies certain documents prior to the award, no bidders can be awarded the bid without the specified documents. This information will be requested during the evaluation process and the bidder will be expected to provide any outstanding documentation within limited period prior to award.</p>				

		Compliance			
		Yes	No	Note d	If no, indicate deviation
<b>1.2</b>	<b><u>STAGE TWO</u> PHYSICAL VERIFICATION</b>				
1.2.1	Existence of facility, physical location, physical layout. The bidder must be within a 50km radius of any Ithala SOC Limited branch/ head office.				
1.2.2	The printing equipment type, capability and capacity will be checked. Manuals to be provided when onsite.				
1.2.3	Compliance with the following legislation must be visible onsite. <ul style="list-style-type: none"> <li>- Basic Conditions of Employment Act</li> <li>- Occupational Health and Safety</li> <li>- Compensation for Occupational Injuries and Diseases Act</li> <li>- Unemployment Insurance Fund</li> </ul>				
<b>1.3</b>	<b><u>STAGE THREE</u> PRICE AND B-BBEE EVALUATION</b>				
1.3.1	Price and B-BBEE evaluation will only be done to bidders who went passed Stages 2 above.				
<b>1.4</b>	<b>ADJUDICATION OF BID</b>				
1.4.1	The Bid Adjudication Committee will consider the recommendations and make the final award.				
1.4.2	The bid shall be awarded at the sole and absolute discretion of ITHALA. ITHALA hereby represents that it is not obliged to award this bid to any bidder. ITHALA is entitled to <b>retract</b> this bid at any time as from the date of issue. ITHALA is not obliged to award this bid to the bidder that quotes the lowest.				
1.4.3	A bidder shall be disqualified from bidding if any attempt is made either directly to solicit and/or canvass any information from any employee or agent of ITHALA regarding this bid from the date the offer is submitted until the date of award of the bid.				
<b>1.5</b>	<b>Awarding of contract</b>				
1.5.1	ITHALA reserves the right to award this bid in full or in Part and not to award to the cheapest bidder.				

## **C.9. TAX CLEARANCE REQUIREMENTS**

### **IT IS A CONDITION OF BIDDING THAT**

- The taxes of the successful bidder must be in order at the time of submission of tender, 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.10. INTEGRITY DECLARATIONS

### 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<sup>1</sup> 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

---

<sup>1</sup> 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 Ithala SOC (Ltd)?

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 & Surname)\_\_\_\_\_ 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 declaration;

3.2. I understand that the accompanying bid will be disqualified if this declaration is found not to be true and complete in every respect;

3.3. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>2</sup> will not be construed as collusive bidding.

3.4. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.

---

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

3.5. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

3.6. There have been no consultations, communications, agreements or arrangements made by the bidder with any official of Ithala SOC (Ltd) in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

3.7. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

3.8. The bidder or any of its directors is / are not listed on the National Treasury's Register of Tender Defaulters or the Database of Restricted Suppliers, have not been convicted by a court of law for fraud and corruption during the past five years, have not had any contract between the bidder and any organ of state being terminated during the past five years on account of failure to perform on or comply with the contract

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

I ACCEPT THAT ITHALA SOC (LTD) MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF ITS SCM POLICY SHOULD THIS DECLARATION PROVE TO BE FALSE.

---

**Signature**

---

**Date**

---

**Position**

---

**Name of Bidder**



**C.11. PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL  
PROCUREMENT REGULATIONS 2017  
SBD 6.1**

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution

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

**1) GENERAL CONDITIONS**

1.1 The following preference point systems are applicable to all bids:

- 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

- a) The value of this bid is estimated to exceed/not exceed R50 000 000 (all applicable taxes included) and therefore the ..... preference point system shall be applicable; or
- b) Either the 80/20 or 90/10 preference point system will be applicable to this tender (*delete whichever is not applicable for this tender*).

1.3 Points for this bid shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contributor.

1.4 The maximum points for this bid are allocated as follows:

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

1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

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

## 2) DEFINITIONS

- (a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) **“EME”** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) **“functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) **“prices”** includes all applicable taxes less all unconditional discounts;
- (h) **“proof of B-BBEE status level of contributor”** means:
  - 1) B-BBEE Status level certificate issued by an authorized body or person;
  - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
  - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (i) **“QSE”** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

## 3) POINTS AWARDED FOR PRICE

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

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

**80/20**

**or**

**90/10**

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

$P_s$  = Points scored for price of bid under consideration

$P_t$  = Price of bid under consideration

$P_{\min}$  = Price of lowest acceptable bid

**4) POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR**

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

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

**5) BID DECLARATION**

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

**6) B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1**

- 6.1 B-BBEE Status Level of Contributor: . = .....(maximum of 10 or 20 points)  
(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

**7) SUB-CONTRACTING**

- 7.1 Will any portion of the contract be sub-contracted?

**(Tick applicable box)**

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

- 7.1.1 If yes, indicate:

- i) What percentage of the contract will be subcontracted.....%
- ii) The name of the sub-contractor.....
- iii) The B-BBEE status level of the sub-contractor.....
- iv) Whether the sub-contractor is an EME or QSE

**(Tick applicable box)**

YES		NO	
-----	--	----	--

v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations, 2017:

Designated Group: An EME or QSE which is at least 51% owned by:	EME √	QSE √
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
<b>OR</b>		
Any EME		
Any QSE		

8) **DECLARATION WITH REGARD TO COMPANY/FIRM**

8.1 Name of company/firm: .....

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
- ☐ One person business/sole propriety
- ☐ Close corporation
- ☐ Company
- ☐ (Pty) Limited

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....  
 .....

**8.6 COMPANY CLASSIFICATION**

- ☐ Manufacturer
- ☐ Supplier
- ☐ Professional service provider
- ☐ Other service providers, e.g. transporter, etc.

[*TICK APPLICABLE BOX*]

**8.7** Total number of years the company/firm has been in business:.....

**8.8** I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
  - (a) disqualify the person from the bidding process;
  - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
  - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
  - (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
  - (e) forward the matter for criminal prosecution.

**WITNESSES**

- 1. ....
- 2. ....

.....  
SIGNATURE(S) OF BIDDERS(S)

DATE: .....  
ADDRESS .....

**C.12. DEVIATIONS FROM THE REQUEST FOR BID**

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

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**SIGNATURE OF BIDDER**

---

**DATE**

**C.13. BID SUMMARY AND DETAILS**

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

No.	Description in detail	Documents Attached
<b>A. Commercial Documents</b>		<b>(Yes/ No/ N.A.)</b>
1.	Deviations from Request for Proposal	
2.	Entire Bid Document	
3.	National Treasury Central Supplier Database report	
4.	BBBEE Certificate/ sworn affidavit	
5.	Integrity Declarations	
6.	Valid Tax Clearance Certificate/ Pin	
7.	Joint Venture or Partnership Agreement where applicable	
<b>B. Technical Documents</b>		

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name of Bidder