



BID NO: RFP13/23

APPOINTMENT OF A TRANSACTION ADVISORY TEAM TO PROVIDE ADVISORY SERVICES FOR PROJECTS INCLUDING THE REMODELING OF PROPERTIES AND RELATED FUNDING ARRANGEMENTS

CLOSING DATE: 05 MARCH 2024

Issued by:

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

Procurement Enquires:

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

Name of Bidder:

For any complaints regarding our supply chain management abuses please contact Customer Services at 031 907 8610 or email complaints@ithala.co.za alternatively you can lodge an anonymous complaint at our toll-free hotline number 0800 004 823

REQUEST FOR PROPOSAL

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

BID NUMBER: **RFP13/23**

CLOSING DATE: **05 MARCH 2024**

TIME: **11:00 am**

DESCRIPTION: **APPOINTMENT OF A TRANSACTION ADVISORY TEAM TO PROVIDE
ADVISORY SERVICES FOR PROJECTS INCLUDING THE REMODELING OF
PROPERTIES AND RELATED FUNDING ARRANGEMENTS**

COMPULSORY
ONLINE BRIEFING
SESSION:

Yes

☒

No

☐

DATE:	23 FEBRUARY 2024 at 10:00
VENUE:	Online session
DETAILS:	Kindly register your interest for the compulsory online briefing session by sending an email request to tenders@ithala.co.za . The email should include your company name, contact person, telephone number and the meeting link will then be sent to you.
TELEPHONE:	031 907 8911
Bid Enquiries	Bidders are requested to email all queries to tenders@ithala.co.za

CONTENTS

C.1	TENDER NOTICE AND INVITATION TO TENDER	4-9
C.2	INTRODUCTION	10-11
C.3	CONDITIONS OF BID AND CONTRACT	12-21
C.4	CERTIFICATE OF AUTHORITY TO SIGN A BID	22-24
C.5	CERTIFICATE OF ATTENDANCE AT SITE/BRIEFING MEETING	25
C.6	PROCUREMENT TIMELINES	26
C.7	TERMS OF REFERENCE	27-44
C.8	EVALUATION PROCESS & CRITERIA	45-50
C.9.	PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022	51-54
C.10	TAX CLEARANCE REQUIREMENTS	55
C.11	BIDDERS DISCLOSURE – SBD4	56-58
C.12	CONTRACT FORM	58-60
C.13	DEVIATIONS FROM THE REQUEST FOR PROPOSAL	60
C.14	BID SUMMARY AND DETAILS	62

C.1 TENDER NOTICE AND INVITATION TO TENDER

APPOINTMENT OF A TRANSACTION ADVISORY TEAM TO PROVIDE ADVISORY SERVICES FOR PROJECTS INCLUDING THE REMODELING OF PROPERTIES AND RELATED FUNDING ARRANGEMENTS

COLLECTION OF BID DOCUMENTS

The bid documents can be obtained online from the Ithala website (www.ithala.co.za) or by request from tenders@ithala.co.za at no cost.

SUBMISSION OF BID DOCUMENTS

The proposals shall be submitted in sealed envelopes delivered at Ithala Trade Centre, 29 Canal Quay Road (for GPS use 29 Signal Road), Point, Durban and should be deposited in the box located at the reception. The closing time for receipt of tenders is **05 MARCH 2024 at 11h00am**.

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

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

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

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

PART A - INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF ITHALA DEVELOPMENT FINANCE CORPORATION					
BID NUMBER:	RFP13/23	CLOSING DATE:	05 MARCH 2024	CLOSING TIME:	11H00
DESCRIPTION	APPOINTMENT OF A LEAD TRANSACTION ADVISOR TO PROVIDE ADVISORY SERVICES FOR PROJECTS UNDER THE IMPLEMENTING AGENT INCLUDING RELATED WORKS IN THE SUBSIDIARIES OF IDFC				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT:					
Ithala Trade Centre					
29 Canal Quay Road					
Point Water Front					
Durban					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Supply Chain Management		CONTACT PERSON	SCM	
TELEPHONE NUMBER	031 907 8911		TELEPHONE NUMBER	031 907 8911	
E-MAIL ADDRESS	tenders@ithala.co.za		E-MAIL ADDRESS	tenders@ithala.co.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?		<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE A BRANCH IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
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:
<p>1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.</p> <p>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.</p> <p>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.</p> <p>1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).</p>
2. TAX COMPLIANCE REQUIREMENTS
<p>2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.</p> <p>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.</p> <p>2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE</p> <p>2.4 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.</p> <p>2.5 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.</p> <p>2.6 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."</p>

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

(Proof of authority must be submitted e.g. company resolution)

DATE:

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

All bidders must furnish the following particulars and include it in their submission (returnable documents)

Name of bidder:

Trading name

Company registration number

VAT registration number

Workman's compensation number

Tax Clearance Certificate
/CSD Report submitted

Postal address:

Street address:

Telephone number:

Code

Number

Cellular number:

Facsimile number:

Code

Number

e-Mail address:

In case of a consortium/joint venture, full details on consortium/joint venture members:

Entity name	VAT registration number	Tax Clearance Certificate submitted	YES / NO
-----	-----	-----	-----
Entity name	VAT registration number	Tax Clearance Certificate submitted	YES / NO
-----	-----	-----	-----
Entity name	VAT registration number	Tax Clearance Certificate submitted	YES / NO
-----	-----	-----	-----

Name of contracting entity in case of a consortium/joint venture

Entity name: -----

Postal address: -----

Street address: -----

Contact details of responsible person who will act on behalf of the entity/consortium/joint venture for this bid

Name and Surname -----

Telephone number: Code ----- Number -----

Cellular number: -----

Facsimile number: Code ----- Number -----

e-Mail address: -----

Contact details of alternative responsible person who will act on behalf of the person above should he/she not be available

Name and Surname

Telephone number:

Code

Number

Cellular number:

Facsimile number:

Code

Number

e-Mail address:

Confirmation

Are you the accredited representative in South Africa for the services offered by you: YES / NO

Declaration

I/We have examined the information provided in this bid documents and offer to undertake the work prescribed in accordance with the requirements as set out in the bid document. The prices quoted in this bid are valid for the stipulated period. I/We confirm the availability of the proposed team members. We confirm that this bid will remain binding upon us and may be accepted by you at any time before the expiry date.

Are you duly authorised to commit the bidder:

YES / NO

SIGNATURE:of person authorised to sign the tender)

C.2 INTRODUCTION

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

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

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

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

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

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

1. Properties
2. Business Finance
3. Implementing Agent
4. Ithala SOC Limited

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

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

PROCUREMENT PHILOSOPHY

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

- a) The promotion, development and support of businesses from disadvantaged communities (small, medium, microenterprises, as well as established businesses within those communities) in terms of its BBBEE Policy.
- b) The promotion of national and regional local suppliers and agents before considering overseas suppliers; and

- c) The development, promotion and support for the moral values that underpin the above, in terms of Ithala' s Business Ethics and Guidelines which requires that all commercial conduct be based on ethical and moral values and sound business practice. This value system governs all commercial behaviour within Ithala.

C3 CONDITIONS OF BID AND CONTRACT

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

--	Conditions	Confirmation			
		Yes	No	Noted	If no, indicate deviation
1.	GUIDELINE ON COMPLETION				
1.1	The bidder must clearly state if a deviation from these requirements 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.				
2.	ITHALA SERVICE LEVEL AGREEMENT				
2.1	The Ithala Service Level Agreement will be the only contract signed by both parties and will form the basis of this contract. Ithala's standard terms and conditions will not be negotiated.				
3.	ADDITIONAL INFORMATION REQUIREMENTS				
3.1	During evaluation of the bids, additional information may be requested in writing from bidders. Replies to such request must be submitted, within 5 (five) working days or as otherwise indicated. Failure to comply, may lead to the bid being disregarded.				
4.	CONFIDENTIALITY				
4.1	The bid and all information in connection therewith shall be held in strict confidence by bidders and usage of such information shall be limited to the preparation of the bid.				
4.2	All bidders are bound by a confidentiality agreement preventing the unauthorised disclosure of any information regarding Ithala or of its activities to any other organisation or				

--	Conditions	Confirmation			
.		Yes	No	Noted	If no, indicate deviation
	individual. The bidders may not disclose any information, documentation or products to other clients without written approval of the accounting authority or the delegate.				
5.	INTELLECTUAL PROPERTY, INVENTIONS AND COPYRIGHT				
5.1	Copyright of all documentation relating to this assignment belongs to Ithala. The successful bidders may not disclose any information, documentation or products to other clients without the written approval of the accounting authority or the delegate.				
5.2	All the intellectual property rights arising from the execution of this Agreement shall vest in Ithala and the service provider undertakes to honour such intellectual property rights and all future rights by keeping the know-how and all published and unpublished material confidential.				
5.3	In the event that the service provider would like to use any information or data generated in terms of the Services, the prior written permission must be obtained from Ithala.				
5.4	Ithala shall own all materials produced by the service provider during the course of, or as part of the Services including without limitation, deliverables, computer programmes (source code and object code), programming aids and tools, documentation, reports, data, designs, concepts, know-how and other information whether capable of being copyrighted or not ("IP") which IP Ithala shall be entitled to freely cede and assign to parties nominated by Ithala.				
6	PAYMENTS				
6.1	Ithala will pay the service provider for the actual services rendered in line with the contract.				
6.2	The service provider shall from time to time during the duration of the contract, invoice Ithala for the services rendered. No payment will be made to the service provider unless an invoice				

--	Conditions	Confirmation			
.		Yes	No	Noted	If no, indicate deviation
	complying with section 20 of VAT Act No 89 of 1991 has been submitted to Ithala.				
6.3	Payment shall be made into the bidder's bank account or per cheque payment normally 30 days after receipt of an acceptable, valid invoice. (Banking details must be submitted as soon as this bid is awarded).				
7	NON-COMPLIANCE WITH DELIVERY TERMS				
7.1	As soon as it becomes known to the service provider that he will not be able to deliver the goods/services within the delivery period and/or against the quoted price and/or as specified, Ithala must be given immediate written notice to this effect. Ithala reserves the right to implement remedies as provided for in the SLA.				
8	WARRANTIES				
8.1	The service provider warranties that: It is able to conclude this Agreement to the satisfaction of Ithala.				
8.2	Although the service provider will be entitled to provide services to persons other than Ithala, the service provider shall not without the prior written consent of Ithala, be involved in any manner whatsoever, directly or indirectly, in any business or venture which competes or conflicts with the obligations of the contractor to provide the Services.				
8.3	The Service Provider under contract is obligated to ensure that should a resource who is scheduled to carry out work for Ithala or is carrying out work for Ithala and becomes unavailable then that resource should be replaced within 7 days with a resource in possession of the same professional registration and/or qualifications/experience. The replace resource is subject to the vetting of the Ithala project manager.				
9.	PARTIES NOT AFFECTED BY WAIVER OR BREACHES				

--	Conditions	Confirmation			
.		Yes	No	Noted	If no, indicate deviation
9.1	The waiver (whether express or implied) by any Party of any breach of the terms or conditions of this Agreement by the other Party shall not prejudice any remedy of the waiving party in respect of any continuing or other breach of the terms and conditions hereof				
9.2	No favour, delay, relaxation or indulgence on the part of any Party in exercising any power or right conferred on such Party in terms of this Agreement shall operate as a waiver of such power or right nor shall any single or partial exercise of any such power or right under this Agreement.				
10	SUBMITTING BIDS				
10.1	Supply Chain Management (SCM)				
10.2	An original and electronic copy must be delivered to: ITHALA TRADE CENTRE 29 Canal Quay Road (for GPS use 29 signal road) Point Waterfront, Durban				
11	LATE BIDS				
11.1	Late submissions will not be accepted. A submission will be considered late if it arrived one second after 11:00 or any time thereafter. The bid (tender) box shall be locked at exactly 11:00 and bids arriving late will not be accepted under any circumstances. Bidders are therefore strongly advised to ensure that bids be dispatched allowing enough time for any unforeseen events that may delay the delivery of the bid.				
12.	BID CLARIFICATIONS				
12.1	Any clarification required by a bidder regarding the meaning or interpretation of the Terms of Reference, or any other aspect concerning the bid, is to be requested in writing (by e-mail). Please make reference to Bid Notice and Invitation to Tender page of this bid pack for contact details. The bid number should be mentioned in all correspondence. Telephonic requests for clarification will not be accepted. If				

--		Confirmation			
Conditions		Yes	No	Noted	If no, indicate deviation
.					
	appropriate, the clarifying information will be made available to all bidders by e-mail only.				
13.	FORMAT OF BIDS				
13.1	Bidders must complete all the necessary bid documents and undertakings required in this bid document. Bidders are advised that their proposal should be concise, written in plain English and simply presented.				
14.1	PART 1: INVITATION TO BID				
14.2	PART 2: PART 2: RFP SUMMARY AND DETAILS				
	Bid summary must be completed and indicate what returnable documents will be submitted.				
14.3	PART 3: COMPLIANCE TO SPECIAL CONDITIONS OF BID AND NOTING OF EVALUATION CRITERIA				
	Bidders must complete C3. Indicating compliance/non-compliance or noted. In case of non-compliance details and referencing to the specific paragraph is required.				
14.4	PART 4: SARS TAX STATUS				
	The bidder must be in compliance with SARS and such information will be verified with Central Supplier Database (CSD). In case of a consortium/ joint venture each consortium/ joint venture member must be in compliance with SARS and the information will be verified on Central Supplier Database (CSD).				
14.5	PART 5: Certificate of Authority to Sign a Bid Declaration of Interest				
14.5.1	Bidders must complete and submit the Declaration forms. A bidder must complete the relevant part of the document and it must indicate who is delegated to communicate or deal with Ithala. Any other irrelevant sections to the tendering entity must be marked 'N/A'.				

--	Conditions	Confirmation			
.		Yes	No	Noted	If no, indicate deviation
14.6	PART 6: JOINT VENTURE/CONSORTIUM AGREEMENT				
14.6.1	A copy of the joint venture/consortium agreement must be included.				
14.7	PART 7: TECHNICAL PROPOSAL/FUNCTIONALITY PROPOSAL				
14.7.1	Bidders must, at least:				
14.7.1.1	Describe, in detail, exactly how they propose to carry out the activities to achieve the outcomes identified in the terms of reference. They should identify any possible problems that might hinder delivery and indicate how they will avoid or overcome such problems.				
14.7.2	The bidder must confirm, by providing letters of reference from previous/current clients including contact details, for the previous, current or ongoing projects of similar nature. This will be verified by Ithala.				
14.8	PART 8: DEVIATIONS FROM REQUEST FOR BID				
14.8.1	Please indicate deviations or modifications to this Request for Bid on form C13				
14.8.2	If no deviations are required, please mark the form “Nil” and sign				
14.9	PART 9: PRICING SCHEDULE – N/A				
14.9.1	Any budget amount that may be indicated in this document shall be deemed to be a guide only and bidders are expected to submit a costing that is fair and reasonable.				
14.9.2	A proposed pricing schedule with one of the specified elements (fees and reimbursable costs) omitted from the costing, may be considered non-responsive.				

--	Conditions	Confirmation			
		Yes	No	Noted	If no, indicate deviation
.					
14.10	PART 9: PROCUREMENT TIMELINES				
14.10.1	This part of a bid documents informs bidders when the bid process is expected to be finalised. It may not necessarily be followed.				
14.10.2	Terms of reference (TOR) are the requirements by Ithala. When a proposal is submitted, a bidder must be certain that TOR are understood and has the capacity to offer a specified service.				
14.11	PART 10: ANNEXURES				
14.11.1	Bidder must insert all their additional annexures in part 10. This can include professional registrations, insurances etc.				
14.12	VAT				
14.12.1	Ithala is a VAT Vendor. Prices quoted must include VAT (where applicable).				
14.12.2	Ithala reserves the right to request the preferred bidder to register for VAT if the award is anticipated to be in excess of R1m for 12 consecutive months as the VAT Act requires.				
15	PRESENTATIONS				
15.1	Ithala reserves the right to invite bidders for presentations before the award of the bid.				
15.2	Presentation may affect the points awarded for functionality.				
16	NEGOTIATION				
16.1	Ithala has the right to enter into negotiation with a prospective contractor regarding any terms and conditions, including price(s), of a proposed contract.				
16.2	Ithala shall not be obliged to accept the lowest or any financial offer or proposal. Furthermore, Ithala reserve the right not to award the tender to highest ranking bidder in terms of SCM Policy.				

--		Confirmation			
Conditions		Yes	No	Noted	If no, indicate deviation
16.3	All bidders will be informed whether they have been successful or not. A contract will only be deemed to be concluded when reduced to writing in a contract form signed by the designated responsible person of both parties.				
17	DOMICILIUM				
17.1	The parties hereto choose <i>domicilium citandi et executandi</i> for all purposes of and in connection with the final contract as follows:				
	Ithala Trade Centre 29 Canal Quay Road (for GPS 29 Signal Road) Point Waterfront Durban				
18	COST OF BID PREPARATION				
18.1	Bidders shall prepare and submit a bid at their own expense.				
19.	SITE INSPECTIONS				
19.1	Not Applicable				
20	BID VALIDITY PERIOD				
20.1	Bid will be valid for a period of 90 days				
20.2	The bidder must hold the tender offer(s) valid for acceptance by the employer at any time during the validity period stated in the tender data after the closing time stated in the tender data.				
20.3	If requested by the employer, the bidder must consider extending the validity period stated in the tender data for an agreed additional period.				
21	ISSUE ADDENDA				
21.1	If necessary, the employer may issue addenda that may amend or amplify the tender documents to each tenderer during the period from the date that tender documents are available until seven days before the tender closing time stated in the Tender Data. If, as a result a tenderer applies for an extension to the closing time stated in the Tender Data, the				

--	Conditions	Confirmation		Noted	If no, indicate deviation
		Yes	No		
.					
	Employer may grant such extension and, shall then notify those tendering entities appearing on the attendance list				
21.2	Tenderers must sign the attendance list in the name of the tendering entity. Addenda will be issued to and tenders will be received only from those tendering entities appearing on the attendance list				
21.3	The bidder must acknowledge receipt of addenda to the tender documents, which the employer may issue.				
22	SUBMITTING OF FRAUDULENT DOCUMENTS				
22.1	Ithala will disregard the bid of any bidder if that bidder or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.				
22.2	Ithala will list bidders/ directors in the list of restricted suppliers, and they will not conduct any business with an organ of state.				
22.3	All documentation will be verified and bidders who have submitted fraudulent documentation will be disqualified from further evaluation and reported to the relevant authorities.				
23	Awarding of contract				
23.1	Ithala reserves the right to award this bid in full or in part.				
23.2	An Ithala SLA will be utilised to manage the relationship.				

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.5.1 CERTIFICATE OF ATTENDANCE AT COMPULSORY ONLINE BRIEFING SESSION

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

Date	Time	Site
05 February 2024	10:00	Online

Particulars of Bidder's representative attending the meeting:

Name: Signature:

Capacity:

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

Name: Signature:

Capacity:

C.6 PROCUREMENT TIMELINES

PROCUREMENT TIMELINE	DATE	TIME
RFP Release Date	19 FEBRUARY 2024	
Compulsory Online briefing session	23 FEBRUARY 2024	10:00
Written questions of clarification – closing date	26 FEBRUARY 2024	16h00
Written response to all clarifications	28 FEBRUARY 2024	16h00
Service Provider Proposals Due	05 MARCH 2024	11h00

***Indicative dates**

C.7 TERMS OF REFERENCE

1. PURPOSE OF THE TOR

These terms of reference seek to appoint a Lead Transaction Advisory Team to provide advisory services for the potential acquisition of infrastructure related projects including the remodelling project and other project under the Implementing Agent including funding related arrangements.

2. PROJECT OBJECTIVES

- 2.1. The project objectives are to in-source requisite capacity and capability in various technical areas of work to mitigate potential or possible risks in the acquisition of infrastructure related projects including the remodelling project and other project under the Implementing Agent.
- 2.2. The overall objective of the to assist the IDFC in the planning, procurement, and implementation of large-scale transactions for infrastructure and related services.
- 2.3. The services aim to improve the quality of project outcomes by ensuring a link between the objectives of IDFC and the envisaged investment and ultimately the contracting towards sustainable long-term investment.
- 2.4. The service provider must support the project throughout the project lifecycle and implementation including transaction advisory process support as well as legal and financial advice.

3. OVERALL OBJECTIVES

The service providers must be suitably qualified and experienced in various fields including construction, project management, financial, technical, and legal advisors to advise on project viability and related risks especially in acquisitions and/or donations, long term lease and/or sale of properties. Consideration will only be given to Bidders with extensive demonstrated professional knowledge and experience in the following subjects:

- Legal/commercial
- Infrastructure Project finance.
- Contract structuring and drafting.
- Technical, relevant discipline.
- Assessment and design of infrastructure projects.
- Stakeholder engagement and communications.
- Financial and Economic.
- Economic and Financial Analysis.
- Partnership transaction structuring and implementation; and
- Preparation of the documents for and running a partnership procurement process.

3.1.Key Output

The key output is the availability of technical expertise to perform commercial ***feasibility, procurement, financial modelling, contract administration*** of the remodelling projects as well as infrastructure financing in the context of long-term financial strategies.

4. SCOPE OF WORK

- 4.1. The Transaction Advisory team will have to become familiar with all background documentation and preparatory work conducted to date and shall be responsible for carrying out initial technical, financial and legal framework reviews that are deemed necessary for a successful completion of the transactions, including, but not limited to:
 - IDFC Strategic Plan and Annual Performance Plans
 - Relevant existing reports, studies, audits, etc. necessary to become familiar with the remodelling projects.
 - Existing financial forecasts, historical financial performance and technical operating history for the Project and existing arrangements in South Africa.
 - Existing laws and regulatory functions.
 - Responsibilities and relationships of IDFC with other government entities at different levels.
- 4.2. The transaction advisory team must provide all necessary administrative support to the IDFC for the efficient and professional management of the bidding process. This includes managing a data room and other dissemination of project data to bidders, facilitating structured engagement between the IDFC and bidders, helping the IDFC communicate effectively with bidders, including responding to bidder queries, managing bidder conferences and responding to communications with bidders to manage Government liabilities, and receiving bids.
- 4.3. The Transaction Advisory team will be required to produce comprehensive feasibility analysis for all components of the Project(s) using a public sector comparator and Partnership reference models., including but not limited to assessment of alternate methods of project delivery and operation. This must enable the IDFC to determine:
 - Full project cycle costs
 - Affordability limits
 - Risks and their costs
 - Optimal value-for-money (VfM) methods of procurement and delivery.
- 4.4. The Transaction Advisory team will also conduct market sounding of potential developers and/or operators of the Project, to inform the successful delivery of the project(s). For an example, in the event that IDFC chooses a partnership solution, the transaction advisory team will provide the necessary technical, legal and financial advisory support for the procurement of a private partner. This must be done in compliance

with relevant regulatory prescriptions including the PFMA.

- 4.5. The Transaction Advisory team must ensure an alignment of the project implementation plan to the feasibility studies or any other report that informed the decision for these projects. More important, the implementation plan must clearly demonstrate affordability for the full project cycles and propose the optimal VfM solution for the IDFC to achieve its desired outcomes.
- 4.6. The Transaction Advisory team shall be responsible for presenting the technical and commercial options analysis, consisting primarily of two to three alternative scenarios for each development of the project facilities. Each scenario must focus on:
 - facilities for development in the current financial year.
 - The sequence of development of such facilities.
 - The current and forecast market for the Project.
- 4.7. Transaction Advisory team must recommend a preferred method of delivering each of the technical and commercial scenarios discussed above. The preferred method of delivering the Preferred Technical and Commercial Option.
- 4.8. The Transaction Advisory team must conduct a due diligence in connection with the Preferred Project Option, including:
 - Legal aspects, including Use rights, Regulatory matters, Approvals required.
 - Identify licensing, permitting and other legal risks that need to be addressed and allocated under the chosen approach.
 - In the event of private investor option, ensuring all necessary approvals and permissions are obtained from relevant delegated authority.
 - Site enablement; Socio-economic and environmental; Revenue sources and demand analysis
 - Tax and accounting issues; Financing issues; Investor analysis.
- 4.9. The Transaction Advisory team must develop and present a Financial Model for the Preferred Project Option that can serve as the basis for the affordability analysis and value assessment. All variables are to be clearly identified and evidence for assumptions given. Key functional relationships should be discussed, and the main variables to be stressed for sensitivity analysis should be identified.
- 4.10. The Transaction Advisory team must present an Affordability Analysis Report aligned to the Financial Model in support of the Preferred Project Option(s). The assumptions used in the financial model must support the Preferred Project Option.
 - The Transaction Advisory team must conduct a value assessment and develop a comprehensive risk matrix for all project risks, including construction, operation, market/demand, political, macroeconomic, regulatory, environmental, etc. Accordingly, recommended mitigation mechanisms for each of the identified risks to be implemented by the party identified to bear that risk.
- 4.11. The Transaction Advisory team must include detailed supporting documents in the Proposal and Report including:

- Statements for information verification and sign off from each advisor to the Project.
- Base financial model.
- Cost Benefit Analysis
- Affordability Analysis
- Risk assessment and comprehensive risk matrix.
- Document list (list of all documents related to the Project, where they are kept, and who is responsible for ensuring that they are updated); and
- Attach as annexure all other documents that have informed the decision to undertake the Project(s) or the report on the feasibility study and that are of decision-making relevance to the Project.

5. DESCRIPTION OF THE ADVERTISED RFPS

5.1. UMLAZI PROPOSED INVESTMENT

- Erf /Farm & Portion, Remaining Extent of Erf 868 Umlazi W, Durban Kwazulu Natal
- Physical Address – 260 Zwe Madlala Drive. Umlazi, Durban
- Size of the Extent (Registered): 73 557m²
- Size of the Extent (Cadastral): 73 557m²
- Title Deed no: TG 38978/2000

5.2. KWAMASHU PROPOSED INVESTMENT

- Erf /Farm & Portion: Erf 668, Kwamashu P, Durban Kwazulu Natal
- Size of the Extent (Registered): 34 330 m²
- Size of the Extent (Cadastral): 32 330 m²
- Title Deed no: T 11059/2019

5.3. MANGUZI PROPOSED INVESTMENT

- Erf /Farm & Portion # Unproclaimed township
- Physical Address: Main Street (R22), Manguzi
- Size of the Extent (Registered):(GLA = 9 341 m²)
- Title Deed no: Unregistered (Permission to Occupy)

5.4. WILSON'S WHARF PROPOSED INVESTMENT

- Erf /Farm & Portion: Erf 12381 Durban, KwaZulu Natal
- Size of the Extent (Registered): 24573 m²
- Size of the Extent (Cadastral): 24573 m²
- Title Deed no: T 490/2002C

6. SPECIFIC DELIVERABLES

The specific deliverables shall include but not limited to the following deliverables:

6.1 Project Inception Report/Implementation Plan

6.2 Bid Adminstration and related works

6.3 Technical Due Diligence and Advisory Evaluation Report

- Affordability Analysis Report
- Financial Analysis Report per RFP
- Risk Assessment and Comprehensive Risk Matrix Report

6.4 Infrastructure Financing Parrtnership Report/Plan

6.5 Draft Service Level Agreement

6.6 Monthly project progress reports.

6.7 Certificates of works Completed

6.8 Recommended Contract Programme.

7. APPROACH AND METHODOLOGY

The service provider MUST present a concise and clear approach and methodology on how the project will unfold, including a risk mitigating factor.

- Clear approach that demonstrates the understanding of the project objectives.
- Detailed outlining of tasks
- Clear timelines, project tracking and communication tools (project timelines with each milestone)
- Coherence in the overall project and implementation
- Provide a stakeholder mapping
- Risk mitigation approach.

8. DURATION OF THE PROJECT (36 months)

The expected duration linked to the timeframe of the completion of the project, or a period of 36 Months linked to the conclusion of the projects, whichever comes first.

9. SKILLS AND EXPERTISE

- 9.1. The Transaction Advisory team will comprise of a team, managed by a single lead advisor. The members of the team will have both the skill and experience necessary to undertake the range of tasks set out in these terms of reference. In dispensing with IDFC's obligation on the BBEE regulations, the transaction advisor must ensure the promotion of women and youth during the capacitation of its team with requisite expertise
- 9.2. Each individual on the team must be personally available to do the work as and when required. The lead advisor will be held accountable, in terms of the transaction advisor contract, for ensuring project deliverables and for the professional conduct and integrity of the team.
- 9.3. The skills and experience required in the transaction advisor are as follows:
 - Financial analysis.
 - Transparent procurement processes.
 - Legal compliance.
 - Technical due diligence and advice on the partnership structuring and contracts.
 - Project planning management.
 - Project facilities management.
 - Relevant sector expertise.

10. METHODOLOGY OF ENGAGEMENT

- The method of remuneration will be based on the scope of works and requirements of each project.
- An overall service level agreement will be negotiated and agreed between service provider and IDFC once a bidder is appointed.
- On project level engagement IDFC will issue a transactional advisory request to the service providers.
- The service provider will submit the costing of the implementation plan and timelines for the project.
- Upon approval of the above by IDFC, a service level agreement will be drawn on each project.

C. 8 EVALUATION PROCESS & CRITERIA (THREE STAGE EVALUATION PROCESS)

	<u>EVALUATION</u>	Yes	No	Noted	If no, indicate deviation
1	<u>STAGE ONE: ADMINISTRATION COMPLIANCE</u>				
1.1	<p>All bids duly lodged will be examined to determine compliance with bidding requirements and conditions. Bids with obvious deviations from the requirements/conditions, will be eliminated from further adjudication.</p> <p>Mandatory</p> <p>Bids will only be compliant if bidder has submitted the following documents:</p> <ul style="list-style-type: none"> • The bidder must registered as a vendor on the National Treasury Central Supply Database (CSD), which can be found at https://secure.csd.gov.za/ in compliance with National Treasury instruction note 4a of 2016/2017 • The bidder must be in good standing with SARS prior to the award of the bid. and such information will be verified through Central Supply Database or using SARS e-filing pin, in compliance with National Treasury instruction note 9 of 2017/2018 • SBD 1 – A completed and duly signed Invitation to bid- A resolution letter MUST be attached as per the requirement of SBD 1. • SBD 4- A completed and duly signed declaration of interest. Should a conflict of interest not be declared or identified, the bid would be declared non-responsive. NB Bidder must ensure all pages are complete of all questions answered, you are indicating not applicable (N/A) where appropriate. <p>Failure to provide any mandatory information as requested above will result in the submission being deemed non-responsive.</p>				

2	<u>STAGE TWO (2): FUNCTIONALITY (QUALITY CRITERIA)</u>				
2.1	Responsive bids will be evaluated according to the criteria indicated on page 35-37				
3	STAGE THREE (3): PRICE AND SPECIFIC GOALS				
3.1	Price evaluation will be performed on bidders who qualified for stage 1 and 2 above				
4	ADJUDICATION OF BID				
4.1	The Bid Adjudication Committee will consider the recommendations and make the final award.				
4.2	The bid shall be awarded at the sole and absolute discretion of Ithala. Ithala hereby represents that it is not obliged to award this bid to any bidder. Ithala is entitled to retract this bid at any time as from the date of issue. Ithala is not obliged to award this bid to the bidder that quotes the lowest.				
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.				
5	Awarding of contract				
5.1	Ithala reserves the right to award this bid in full or in part. Ithala further reserves the right to award to more than one service provider.				

EVALUATION CRITERION FOR FUNCTIONALITY			
No	Evaluation Criteria	Guidelines	Maximum Points
1	Understanding of assignment, methodology and Approach	<p>The service provider should demonstrate adherence to the Terms of Reference (TOR) by elaborating on the services required and demonstrating whether their proposed process meets the requirements.</p> <p>How does the bidder envisage undertaking this project.</p> <p>The bidder should set out a concise and clear plan of approach and method to be adopted for the project identifying possible challenges and methods on overcoming same.</p>	40
2	Experience of Company in execution & management of projects of a similar nature. Provide reference letters	<p>The bidder's proven competency in rendering a similar service, extensive knowledge of the project proven by the number of years of experience in the industry Including history, group structure, operations, logistics and services and number of projects completed.</p> <p>At least 5 detailed references from clients detailing the actual work completed relating to similar projects. The reference letters must be in a company's letterhead and must include the company name, Contactable references and contact numbers, duration of the contract and value of the contract.</p>	30
3	Key Experts Qualifications, Skills and Experience	<p>Expertise, experience / qualifications of Team leader, and support personnel to be assigned to the contract. Key experts required are, e.g., Key expert 1 (Project/Team Leader), Key expert 2 (Civil Engineer), Key expert 3 (Financial Analyst), Key expert 1 (Senior Legal Advisor)</p> <p>Provide CV detailing experience and certified copies of qualifications of all key experts required.</p>	40
	Overall Score Total		110

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

All bids will be scored on functionality as below, bids that do not meet the minimum threshold value of 80% will be considered non- responsive and will not be considered.

Criterion	Maximum Points	Total
Understanding of assignment, strategy and methodology The service provider should demonstrate adherence to the Terms of Reference (TOR) by elaborating on the services required and demonstrating whether their proposed process meets the requirements. The bidder should set out a concise and clear plan of approach and method to be adopted for the project identifying possible challenges and methods on overcoming same.	(40)	
Methodology (20)		
Methodology with clear demonstration on how the proposed method and plan will meet the requirements of the project	20 points	
Methodology with some indication on how the proposed method will meet the requirements of the project	10 points	
Methodology- does not show how their proposal will meet the requirements of the project	0 points	
Strategy/approach (10)		
Provided a clear rationale of how the bidder envisage undertaking the project	10 points	
Some rationale to the approach of undertaking the project	5 points	
No clear rationale provided	0	
Understanding of Assignment (10)		
Company shows clear understanding of assignment	10 points	
Some understanding of assignment	5 points	
No understanding of assignment	0	
Experience of company in execution and management of projects of a similar nature and bidders must provide reference letters. At least 5 detailed references from clients detailing the actual work completed relating to similar projects. The reference letters must be in a company's letterhead and must include the company name, Contactable references and contact numbers, duration of the contract and value of the contract.	(30)	
5+ reference letters	30 points	
3-4 reference letters	20 points	

Criterion	Maximum Points	Total
1-2 reference letters	10 points	
No reference letter	0	
Project Team skills and experience Expertise, experience / qualifications of Team leader, and support personnel to be assigned to the contract. Key experts required are, e.g., Key expert 1- (Project/Team Leader), Key expert 2 (Civil Engineer, Key expert 3 (Financial Analyst), Key expert 1(Senior Legal Advisor) Provide CV detailing experience and certified copies of qualifications of all key experts required.	(40)	
Team Leader-Key Expert 1: Qualification and experience	(10)	
Qualification (5)		
Degree/Diploma qualification (Civil Engineering registered with ECSA plus Project Management certificate or diploma will be an added advantage)	5 points	
No Qualification	0	
Relevant Experience (5)		
15 Years or more Experience	5 points	
From 10 -14 Years' Experience	3 points	
Less than 10 Years' Experience	0	
Key expert 2: Qualification and experience	(10)	
Qualification (5)		
Degree/diploma in Mechanical Engineering with ECSA	5 points	
No Qualification	0	
Relevant Experience (5)		
15+ Years' experience	5 points	
From 10 – 14 Years' Experience	3 points	
Less than 10 years' Experience	0	
Key Expert 3: Qualification and experience	(10)	
Qualification (5)		
Degree/Diploma in Finance preferably a Chartered Accountant	5 points	
No Qualification	0	
Relevant Experience (5)		
15+ Years' experience	5 points	

Criterion	Maximum Points	Total
From 10 – 14 Years' Experience	3 points	
Less than 10 years' Experience	0	
Key Expert 4: Qualification and experience	(10)	
Qualification (5)		
Degree or equivalent in law	5 points	
No Qualification	0	
Relevant Experience (5)		
15+ Years' experience	5 points	
From 10 – 14 Years 'Experience	3 points	
Less than 10 Years 'Experience	0	
Total Evaluation Score	110	
Minimum passing score	80%	

All bidders who obtain a minimum of 80% will be considered further for evaluation.

Minimum qualifying score is 80%. A Tenderer scoring below 80% for functionality will be deemed non-responsive and disqualified.

STAGE 3: PRICE AND SPECIFIC GOALS

1 PRICING SCHEDULE

1.1 Price Breakdown

In addition, as part of the Proposal/Bid Document, bidders are requested to submit a financial proposal, e.g

NAME OF SERVICE
PROVIDER:
TELEPHONE:
EMAIL:

Proposed Fees

KEY EXPERT	RATE/ HOUR		
	Year 1	Year 2	Year 3

Notes

- For the purposes of performing the price evaluation, the rate quoted will be applied to 100 hours per resource per annum. These are indicative hours for evaluation purposes only.
- The financial offer must be Vat Inclusive for vat vendor service providers.
- Disbursement must be calculated at 10% of project cost.

NB: Ithala reserves the right to negotiate all rates for a discount on the published rates.

C.9
SBD 6.1

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

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

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

1. GENERAL CONDITIONS

- 1.1 The following preference point systems are applicable to invitations to tender:
- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
 - the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).
- 1.2 **To be completed by the organ of state**
(delete whichever is not applicable for this tender).
- a) The applicable preference point system for this tender is the 90/10 preference point system.
- b) The applicable preference point system for this tender is the 80/20 preference point system.
- c) The 80/20 preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.
- 1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:
- (a) Price; and
- (b) Specific Goals.
- 1.4 **To be completed by the organ of state:**
The maximum points for this tender are allocated as follows:
- | | POINTS |
|--|------------|
| PRICE | 80 |
| SPECIFIC GOALS | 20 |
| Total points for Price and SPECIFIC GOALS | 100 |
- 1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.
- 1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

$$\begin{array}{ccc} \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\ \\ \mathbf{Ps = 80 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)} & \mathbf{or} & \mathbf{Ps = 90 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)} \end{array}$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

$$\begin{array}{ccc} \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\ \\ \mathbf{Ps = 80 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)} & \mathbf{or} & \mathbf{Ps = 90 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)} \end{array}$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
 - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,
- then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

Table 1: Specific goals for the tender and points claimed are indicated per the table below.
(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.
Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
≥51%Black Ownership -	5	
≥51%Women Ownership	5	
≥51Youth Ownership	5	
≥51%People living with disability Ownership	5	
TOTAL POINTS	20	

DECLARATION WITH REGARD TO COMPANY/FIRM

- 4.3. Name of company/firm.....
- 4.4. Company registration number:
- 4.5. TYPE OF COMPANY/ FIRM
- ☐ Partnership/Joint Venture / Consortium
 - ☐ One-person business/sole propriety

- ☐ Close corporation
- ☐ Public Company
- ☐ Personal Liability Company
- ☐ (Pty) Limited
- ☐ Non-Profit Company
- ☐ State Owned Company

[TICK APPLICABLE BOX]

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

C10. TAX CLEARANCE REQUIREMENTS

It is a condition of a bid that the taxes of the successful bidder **must** be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the bidder's tax obligations.

1. the bidder must be in good standing with SARS and such information will be verified through Central Supplier Database (CSD)
2. In bids where Consortia/Joint Ventures/Sub-Suppliers/Partners are involved, each party must submit a separate valid Tax Clearance Certificate for their organization.
3. Applications for the Tax Clearance Certificates may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website www.sars.gov.za

C.11 BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. BIDDER'S DECLARATION

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

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

Full Name	Identity Number	Name of State institution

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.

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.

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

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

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

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

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

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

C12. CONTRACT FORM - RENDERING OF SERVICES

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

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

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

NAME (PRINT)
CAPACITY
SIGNATURE
NAME OF FIRM
DATE

WITNESSES

1

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CONTRACT FORM - RENDERING OF SERVICES

PART 2 (TO BE FILLED IN BY THE PURCHASER)

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

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

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

SIGNED ATON.....

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

--

WITNESSES

1

2

C.13 DEVIATIONS FROM THE REQUEST FOR PROPOSAL

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

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

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

PAGE NUMBER	CLAUSE NUMBER	DEVIATION

SIGNATURE OF BIDDER

DATE

C.14 BID SUMMARY AND DETAILS

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

No.	Description in detail	Documents Attached
A. Commercial Documents		(Yes/ No/ N.A.)
1.	Deviations from Request for Proposal	
2.	Entire Bid Document	
3.	CC or Company Registration Documents or copy of ID if sole propriety	
4.	In good standing with SARS and such information will be verified through Central Supply Database (CSD);	
5.	BBBEE Certificate/Affidavit	
6.	Joint Venture Agreement where applicable	
7	Attendance of a Compulsory Online Briefing session	
B. Technical Documents		
08	Proposal: Detailing Company Profile	
09	CVs of resources with qualifications	
10	One original document and one electronic (USB) copy of the bid document.	

Name

Date

Signature