



**BID NO: RFB 03/22**

**REQUEST FOR BID:**

**APPOINTMENT OF A SERVICE PROVIDER FOR THE LEASING, SUPPORT AND  
MAINTENANCE OF LAPTOPS, DESKTOPS AND RELATED ACCESSORIES FOR A PERIOD OF  
THREE (3) YEARS WITH AN OPTION TO EXTEND FOR A FURTHER PERIOD OF TWO (2)  
YEARS**

**CLOSING DATE: 16 AUGUST 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).

**RFB 03/22 - APPOINTMENT OF A SERVICE PROVIDER FOR THE LEASING, SUPPORT AND MAINTENANCE OF LAPTOPS, DESKTOPS AND RELATED ACCESSORIES FOR A PERIOD OF THREE (3) YEARS WITH AN OPTION TO EXTEND FOR A FURTHER PERIOD OF TWO (2) YEARS**

**REQUEST FOR BID**

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

Hereinafter referred to as ("Ithala")

**BID NUMBER: RFB 03/22**

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**CLOSING DATE: 16 AUGUST 2022**

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**TIME: 11h00**

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**DESCRIPTION: RFB 03/22 - APPOINTMENT OF A SERVICE PROVIDER FOR THE LEASING, SUPPORT AND MAINTENANCE OF LAPTOPS, DESKTOPS AND RELATED ACCESSORIES FOR A PERIOD OF THREE (3) YEARS WITH AN OPTION TO EXTEND FOR A FURTHER PERIOD OF TWO (2) 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 03/22 - APPOINTMENT OF A SERVICE PROVIDER FOR THE LEASING, SUPPORT AND MAINTENANCE OF LAPTOPS, DESKTOPS AND RELATED ACCESSORIES FOR A PERIOD OF THREE (3) YEARS WITH AN OPTION TO EXTEND FOR A FURTHER PERIOD OF TWO (2) YEARS**

ITHALA SOC Limited ("Ithala") seeks to acquire services of suitable service provider for the leasing, support and maintenance of laptops, desktops and related accessories for a period of three (3) years with an option to extend for a further period of two (2) years.

#### **Availability of documents:**

Bid documents will be available from Monday to Friday between 08h00 and 16h00 starting on **Tuesday, 19 JULY 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 **16 AUGUST 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 03/22	CLOSING DATE:	16 AUGUST 2022	CLOSING TIME:	11:00
DESCRIPTION	APPOINTMENT OF A SERVICE PROVIDER FOR THE LEASING, SUPPORT AND MAINTENANCE OF LAPTOPS, DESKTOPS AND RELATED ACCESSORIES FOR A PERIOD OF THREE (3) YEARS WITH AN OPTION TO EXTEND FOR A FURTHER PERIOD OF TWO (2) YEARS				
<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 2579		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 FOR STATISTICAL RECORDS ONLY]</b>					

<p>ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?</p>	<p><input type="checkbox"/>Yes <input type="checkbox"/>No [IF YES ENCLOSE PROOF]</p>	<p>ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?</p>	<p><input type="checkbox"/>Yes <input type="checkbox"/>No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]</p>
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#### QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? ☐ YES ☐ NO

DOES THE ENTITY HAVE A BRANCH IN THE RSA? ☐ YES ☐ NO

DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? ☐ YES ☐ NO

DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? ☐ YES ☐ NO

IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? ☐ YES ☐ 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 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,</b>  <b>Delta Towers, 15th floor,</b>  <b>303 Dr Pixley KaSeme Street,</b>  <b>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: <b>RFB 03/22</b></p> <p><input type="checkbox"/> Closing date: <b>16 August 2022 at 11:00</b></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>10:00</b> or any time thereafter. The bid (tender) box shall be locked at exactly 10:00 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	Mandatory briefing will not be conducted for this bid.				
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: Mandatory Submission/ Requirements				
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 C9)</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 C10) 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'.				

	Conditions	Confirmation			
		Yes	No	Noted	If no, indicate deviation
14.5.2	A copy of the joint venture / consortium agreement must be included.				
14.6	<b>PART 6: PREFERENCE POINT CLAIM (FORM C11)</b>				
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				
14.6.3	A copy of the joint venture / consortium agreement must be included.				
14.7	<b>PART 7: TECHNICAL SUBMISSIONS/ REQUIREMENTS (FORM C.8)</b>				
14.7.1	Proof of Partnership with the OEMs (Lenovo and/or HP)				
14.7.3	Proof of favourable credit rating for probability of access to financial facility from financial institution				
14.7.2	Proof of insurance provisioning for the leased devices.				
14.8	<b>PART 8: DEVIATIONS FROM REQUEST FOR BID (FORM C12)</b>				
14.8.1	Please indicate deviations or modifications to this Request for Bid on form <b>C12</b>				
14.8.2	If no deviations are required, please mark the form "Nil" and sign				
14.9	<b>PART 9: PRICING SCHEDULE (FORM C9)</b>				
14.9.1	Any budget amount that may be indicated in this document shall be deemed to be a guide only and bidders are expected to submit a costing that is fair and reasonable.				
14.9.2	A proposed pricing schedule with one of the specified elements (fees and reimbursable costs) omitted from the costing, may be considered non-responsive.				
14.10	<b>PART 10: PROCUREMENT TIMELINES (FORM C6)</b>				
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.				

	Conditions	Confirmation			
		Yes	No	Noted	If no, indicate deviation
14.10.2	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.				
14.11	<b>PART 11: ANNEXURES</b>				
14.11.1	Bidder must insert all their additional annexures in part 11. This can include professional registrations, insurances etc.				
14.12	<b>VAT</b>				
14.12.1	ITHALA SOC Limited is a VAT Vendor. Prices quoted must include VAT.				
14.12.2	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>				

	Conditions	Confirmation			
		Yes	No	Noted	If no, indicate deviation
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.				
<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.				



	Conditions	Confirmation			
		Yes	No	Noted	If no, indicate deviation
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 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	18 July 2022	10:00
Written questions of clarification	11 August 2022	16:00
Written response to clarifications	12 August 2022	16:00
Service Provider Bids Due	16 August 2022	11:00
*Completion of Bid Evaluations	18 August 2022	16:00
*Anticipated Contract Award	01 September 2022	16:00

**\*Indicative dates**

**C.6 TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER FOR THE LEASING, SUPPORT AND MAINTENANCE OF LAPTOPS, DESKTOPS AND RELATED ACCESSORIES FOR A PERIOD OF THREE (3) YEARS WITH AN OPTION TO EXTEND FOR A FURTHER PERIOD OF TWO (2) YEARS**

**1. INTRODUCTION**

ITHALA SOC Limited invites tenders for the designing, supplying, delivering, installing, commissioning and maintenance of IBM hardware and software for a period of three (3) years with an option to renew for a further period of two (2) years.

**2. BACKGROUND TO PROJECT**

ITHALA SOC LIMITED is seeking bids from suitably qualified service provider that can lease, support and maintain Personal Computers (Desktops, Laptops, and related accessories) to the Ithala Head Office and its branches.

ITHALA is currently on an aggressive ICT services improvement programme across its branches and head office operations. Central to this improvement programme is the realisation of financial benefits through focused cost reduction engagements. The organisation has thus realised the potential to drastically reduce capital costs associated with the purchase of desktops and laptops with related accessories through long-term supplier relationship.

**3. OVERALL OBJECTIVE**

The main objectives of the engagement are as follows:

**Cost reduction (equipment):**

- Fixing the equipment' prices over an agreed longer period
- Viable options on cost effective, information secured and 'green' disposing of equipment

**Cost reduction (management):**

- Reduction in warranty and maintenance overheads associated with PCs
- Reduction in cost of acquisition associated with PCs

**Standardisation, Support and Maintenance:**

- Standardisation of Desktop/Laptop specifications across the organisation, based on need and business use.
- Adequate support and maintenance of the PCs.
- Continual and timeous advice on changes and improvements in PC technologies for Ithala's consideration.

**4. CONTRACT PERIOD**

This contract shall run for a period of three (3) years with an option to renew for a further period of two (2) years depending on service offering and proven benefit realisation.

## 5. SCOPE OF WORK

- 5.1. This engagement is limited to the leasing, supply, maintenance and disposal of Personal Computers (Desktops, Laptops, and any other peripherals) with associated accessories throughout Ithala's branch network and Head Office.
- 5.2. The devices leased to Ithala SOC Limited must be new devices only. Pre-used devices will not be accepted for this contract.

### **Minimum Spec Requirement:**

#### ***Standard Desktop***

Processor	Intel® Core™ i5
Operating System	Windows 10 Pro 64
Memory	8GB upgradable to 16 GB
OPTICAL DRIVE	DVD+/-RW Drive
Storage	1000GB SSD
Graphics	Intel Integrated HD Graphics
Security	Smart USB Protection TPM 2.0
I/O Ports	Side/Front I/O Side: 1x USB 3.1 Gen 1, 2x USB 2.0, 3-in-1 card reader, headphone / mic combo jack (3.5mm) Media Reader 3-in-1 Card Reader Rear I/O 1x USB Type-C 3.1 Gen 1, 1x USB 3.1 Gen 1, 1x USB 2.0, ethernet (RJ-45), HDMI-in, HDMI-out

#### ***Executive Laptop***

Display	13.3
Operating System	Windows 10 Pro 64
CPU	INTEL® CORE™ I7 or Latest
STORAGE	512 GB SSD
MEMORY	16G

Display	15.6" FHD (1920×1080) IPS
Processor	Intel Core i5-1135G7
Memory	16GB
Storage	512GB SSD
Graphics	Integrated Intel Iris Xe Graphics
Network	Wi-Fi 6 (AX201 11ax) ,Bluetooth
Ports	2x USB Type-A, 1x USB Type-C, 1x HDMI, 1x Audio Jack
Operating System	Windows 10 Pro

### ***Standard User Laptop***

#### **Features: Mobile Security**

- **Locate:** Tracks and maps the location of your device when anyone uses it to go online so you will know if it is lost or stolen.
- **Remote Lock:** Securely locks your device to prevent strangers from using it or seeing your information
- **Web Control:** Works securely over the Internet, so you can easily track, locate, and lock your devices anytime, anywhere
- **Cable Locks:** All laptops must have cable locks.

#### **Hardware Quantity**

HARDWARE	QUANTITY
Desktop	420
Executive laptop	20
Standard User Laptop	100
Monitors	420
Laptop backpacks	120
Cable Locks	120
Wireless mouse	120



### **Provision for Growth**

HARDWARE	QUANTITY
Desktop	150
Executive laptop	20
Standard User Laptop	50
Monitors	150
Laptop backpacks	70
Cable Locks	70
Wireless mouse	70

The following table provides an overview of Ithala's branch network and Head Office:

<b><u>Midlands</u></b>	<b><u>Coastal</u></b>	<b><u>Northern</u></b>
Nquthu	KwaMashu	Eshowe
Newcastle	Umngeni	Ulundi
Longmarket Street, PMB	Tongaat	Richards Bay
Church Street, PMB	Stanger	Maxwell Street, Empangeni
Ladysmith	Mandini	Nongoma
Estcourt	Gardner Street, DBN	Manguzi
Tugela Ferry	Port Shepstone	Ingwavuma
Greytown	Izingolweni	Ndumo
Ixopo	Harding	Mbazwana
Vryheid	Umlazi	Jozini
Nkandla	Umzinto	Mkuze
Bulwer	Mega City	Mtubatuba
	Pinewalk	Pongola
Head Office (Durban)		

## **6. SOLUTION REQUIREMENTS**

### **6.1 key Solution Requirements**

Responses to the bid must contain information fulfilling the following requirements:

- 6.1.1.1 Fix the equipment's' prices over longer period, and provide options
- 6.1.1.2 Provide viable options on cost effective, information secured and 'green' disposing of equipment's
- 6.1.1.3 Reduction in warranty and maintenance overheads associated with PCs
- 6.1.1.4 Reduction in cost of acquisition associated with PCs, including the turnaround times
- 6.1.1.5 Advise on standardisation of desktop and laptop specifications across the organisation
- 6.1.1.6 Adequate support and maintenance of the PCs
- 6.1.1.7 Continual and timeous advice on changes and improvements in PC technologies for Ithala's consideration
- 6.1.1.8 Any value add to be provided

## **7. COST INFORMATION**

- 7.1 Itemised Cost Breakdown - Bidders shall provide a detailed cost breakdown of all services, components, systems, solutions, product delivery, commissioning, maintenance, integration and any other elements, showing quantities of each with cost per unit and total cost.
- 7.2 The bidder must ensure that devices leased to Ithala SOC Limited are insured and such costs are included on the proposed leasing charges/bid amount. Intent to insure the devices to be submitted with bid.

## **8. SUPPORT REQUIREMENTS**

### **8.1 Documentation**

- Solution Providers should provide full details of all documentation supplied with the equipment, and detail any statutory requirements for its upkeep by Ithala's or the Solution Provider's personnel.

### **8.2 System Maintenance**

- Solution Providers should give details of their standard equipment maintenance facilities with particular respect to the following:
  - Responsibilities;
  - Response times;
  - Working hours;
  - Approach to maintenance;
  - Remote diagnostics;
  - On-site support;
  - Custom modifications; and

In particular, the following information is sought

- Remote Diagnostics
- Please describe whether this kind of facility is available?
- Average Response Time
- Please indicate your average response time for an engineer to arrive on site after a telephone

request at each location.

- Level of Maintenance
- Please describe all the options available to Ithala in terms of maintenance, i.e. extended hours. Ithala will expect the normal coverage to be from Monday to Friday 08:00 hours until 16:00 hours and on Saturdays 08:00 hours until 12:00 hours.

### **8.3 Local Support**

- The Solution Provider will have to prove to Ithala that it has sufficient local technical and after-sales support staff to ensure the smooth operation of the equipment regardless of location.
- Please describe the support organisation within your company in South Africa.
- Your company will be held responsible for all support calls regardless of whether you intend to outsource to third parties.

### **8.4 International Support**

- Please describe the second line of support structure and indicate where they are based.

## **TENDER EVALUATION CRITERIA**

Apart from prospective business partner's demonstrations of expertise in the above "Tender Requirements", some of the important criteria that will be considered in the evaluation of tender responses are:

### **Accredited Supplier:**

The bidder must have partnerships with the OEMs of the required information technology hardware (Lenovo and/or HP) and must submit confirmation letter with the name of the bidding company failing which, the bid will result in disqualification.

### **Cost of Tender:**

The sample configuration listed under "Tender Pricing" (below) aims to fairly compare costs across all tender responses. Depending on the variances in pricing this may not impact significantly on the choice of a business partner.

### **Technical Support (Local):**

The availability of local expertise in the Microsoft, Adobe product space will be considered important in evaluating tender responses.

### **Other Criteria:**

Other evaluation criteria will include:

- general Business Partner experience, reputation and credentials
- ability to provide sustainable business and cost effective solutions
- availability of resources both locally and at lthala's remote sites
- Favourable credit rating of service provider demonstrating the probability of access to credit facility from a financial institution. The acceptable bank credit rating is from C, B or A. anything below this will be regarded as a financial risk and will not be acceptable.

**C.7 ITHALA PRICE SCHEDULE**

DESCRIPTION	QUANTITY	PERIOD (Months)	LEASING COST (Per Month)	TOTAL LEASING COSTS (for 3 years)
Desktop and accessories (Mouse and Keyboard)	420	36		
Executive laptop	20	36		
Standard User Laptop	100	36		
Monitors	420	36		
Wireless mouse	120	36		
Laptop backpacks	120	36		
Cable Locks	120	36		
Other cost to ensure the successful delivery of the project		36		
<b>TOTAL (EXCL. VAT)</b>				
<b>VAT @ 15%</b>				
<b>TOTAL(INCL. VAT)</b>				<b>R</b>

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

Tenderers Signature:.....

Date:.....

**CONSOLIDATED PRICING BASED ON MFD FOR ANY NEW COMPUTER EQUIPMENT AND RELATED ACCESSORIES TO BE ADDED TO THE CONTRACT**

DESCRIPTION	MONTHLY RENTAL COST (Excl VAT)	VAT @ 15%	MONTHLY RENTAL COST (Incl. VAT)
Desktop and accessories (Mouse and Keyboard)			
Executive laptop			
Standard User Laptop			
Monitors			
Wireless mouse			
Laptop backpacks			
Cable Locks			

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Position**

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

## 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 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> </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> <li>• KZN Presence, Technical Resource Presence in KZN, for both partner and ORIGINAL EQUIPMENT MANUFACTURER (OEM).</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>				

**RFB 03/22 - APPOINTMENT OF A SERVICE PROVIDER FOR THE LEASING, SUPPORT AND MAINTENANCE OF LAPTOPS, DESKTOPS AND RELATED ACCESSORIES FOR A PERIOD OF THREE (3) YEARS WITH AN OPTION TO EXTEND FOR A FURTHER PERIOD OF TWO (2) YEARS**

		Compliance			
		Yes	No	Note d	If no, indicate deviation
<b>1.2</b>	<b><u>STAGE TWO</u> MANDATORY SUBMISSIONS AND/ REQUIREMENTS</b>				
1.2.1	ITHALA may decide to have compulsory presentations and/or request mandatory requirements.				
1.2.2	Responsive bids will be evaluated according to the mandatory requirements stipulated on the table below.				
<b>1.3</b>	<b><u>STAGE THREE</u> PRICE</b>				
1.3.1	Price evaluation will only be used to bidders who went pass the Stages 1 and 2 above respectively.				
<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>				
1.1.5	ITHALA reserves the right to award this bid in full or in Part.				



## **2. EVALUATION ON MANDATORY SUBMISSIONS/ REQUIREMENTS:**

The following documents/ submissions are required to be submitted with the bid. Failure to submit these documents will deem the bid non-responsive and will not proceed to the next stage of evaluation:

<b>Description</b>	<b>Mandatory Requirement Submitted with the bid document</b>	
	<b>YES</b>	<b>NO</b>
The bidder must have partnerships with the OEMs of the required information technology hardware (Lenovo and/or HP) and must submit confirmation letter with the name of the bidding company failing which, the bid will result in disqualification.		
The bidder must have a favourable credit rating of C and above proving a good record and accessibility to credit facility with a financial institution. The acceptable bank credit rating is from C, B or A. anything below this will be regarded as a financial risk and will not be acceptable. Proof must be submitted with the bid at closing.		
The bidder must ensure that devices leased to Ithala SOC Limited are insured and such costs are included on the proposed leasing charges/bid amount. Intent to insure the devices to be submitted with bid.		

**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	
$P_s = 80 \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$	or	$P_s = 90 \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$	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		NO	
-----	--	----	--

- 7.1.1 If yes, indicate:

- What percentage of the contract will be subcontracted.....%
- The name of the sub-contractor.....
- The B-BBEE status level of the sub-contractor.....
- 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

\_\_\_\_\_  
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.	Covering letter	
3.	Entire Bid Document	
4.	National Treasury Central Supplier Database report	
5.	BBBEE Certificate/ sworn affidavit.	
6.	Integrity Declarations	
7.	Valid Tax Clearance Certificate/ Pin	
8.	Joint Venture or Partnership Agreement where applicable	
<b>B. Technical Documents</b>		
9.	The bidder must have partnerships with the OEMs of the required information technology hardware (Lenovo and/or HP) and must submit confirmation letter with the name of the bidding company failing which, the bid will result in disqualification.	
10.	The bidder must have a favourable credit rating of C and above proving a good record and accessibility to credit facility with a financial institution. Proof must be submitted with the bid at closing.	
11.	The bidder must ensure that devices leased to Ithala SOC Limited are insured and such costs are included on the proposed leasing charges/bid amount. Intent to insure the devices to be submitted with bid.	

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

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