



REQUEST FOR QUOTATION:

RFQ 21388

**APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE WHITE BOXING SERVICES AT
ITHALA SOC LIMITED HEAD OFFICE**

CLOSING DATE AND TIME : THURSDAY, 23 MARCH 2023 @ 12H00

Quotations to be submitted via email: **Quotes_LTD@ithala.co.za**

Procurement Enquiries

Name : Nomfundo Gudazi
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Name of service provider:

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Part T1. TENDER

Part T1.1: TENDER NOTICE AND INVITATION TO TENDER

ITHALA SOC LTD Invites tenders for appointment of a service provider to provide white boxing services at Ithala SOC limited head office. Ithala requires the services of an experienced company to carry out White boxing services for Ithala Head Office. It is estimated that the tenderers must have a CIDB contractor grading of **2GB** or **2EP** or higher.

This quotation will be evaluated in terms of the 80/20 preference point system as prescribed in the Preferential Procurement Policy Framework Act (No 5 of 2000) and its Preferential Regulations 2022. For the purpose of this tender a maximum points of 80 will be allocated for price and one of the following specific goals will be acceptable for the claiming of points, i.e. Black women ownership, Black youth ownership or disability ownership. A maximum of 20 points will be allocated for either one of the specific goals to be claimed.

More than 51% owned by Blacks as per the category on Table 1	20
Less than 51% owned by Blacks as per the category on Table 1	10
Zero ownership of the category indicated on Table 1	0

The onus is on the service provider to provide documentary proof of the claims in terms of the specific goals, failure to submit proof will result in non-allocation of points, thus regarded as not claiming.

Tender Documents:

Tender documentations can be requested via email on ngudazi@ithala.co.za. Documents may be requested during working hours from **Wednesday, 08 March 2023 to Thursday, 16 March 2023 @16:00pm**.

Request for Clarification:

Queries relating to the issue of these documents may be addressed to Ms Nomfundo Gudazi on Tel No: 031 366 2615 or via email: **Quotes_LTD@ithala.co.za**

Submission of Bids:

The proposals shall be submitted in **via email** on Quotes_LTD@ithala.co.za

The closing time for receipt of tender is 12H00 of the 23rd March 2023. Telegraphic, telephonic, telex, facsimile, and late tenders will not be accepted. Tender must only be submitted on the tender documentation that is issued.

Compulsory Briefing:

A compulsory briefing session meeting will be held as follows:

Date	Time	Site
Thursday, 16 March 2023 NB: Compulsory briefing meeting (After 15:15pm, no bidders will be allowed into the briefing session)	15H00-16H00	15 Floor 303 Delta Towers, Dr Pixley Kaseme Street Durban,4001

Part T1.2: TENDER DATA

Standard Conditions of Tender

T.1 General

T.1.1 Actions

T.1.1.1 The employer and each tenderer submitting a tender offer shall comply with these conditions of tender. In their dealings with each other, they shall discharge their duties and obligations as set out in T.2 and T.3, timeously and with integrity, and behave equitably, honestly and transparently, comply with all legal obligations and not engage in anticompetitive practices.

T.1.1.2 The employer and the tenderer and all their agents and employees involved in the tender process shall avoid conflicts of interest and where a conflict of interest is perceived or known, declare any such conflict of interest, indicating the nature of such conflict. Tenderers shall declare any potential conflict of interest in their tender submissions. Employees, agents and advisors of the employer shall declare any conflict of interest to whoever is responsible for overseeing the procurement process at the start of any deliberations relating to the procurement process or as soon as they become aware of such conflict and abstain from any decisions where such conflict exists or recuse themselves from the procurement process, as appropriate.

Note:

- 1) *A conflict of interest may arise due to a conflict of roles which might provide an incentive for improper acts in some circumstances. A conflict of interest can create an appearance of impropriety that can undermine confidence in the ability of that person to act properly in his or her position even if no improper acts result.*
- 2) *Conflicts of interest in respect of those engaged in the procurement process include direct, indirect or family interests in the tender or outcome of the procurement process and any personal bias, inclination, obligation, allegiance or loyalty which would in any way affect any decisions taken.*

T.1.1.3 The employer shall not seek and a tenderer shall not submit a tender without having a firm intention and the capacity to proceed with the contract.

T.1.2 Tender Documents

The documents issued by the employer for the purpose of a tender offer are listed in the tender data.

T.1.3 Interpretation

T.1.3.1 The tender data and additional requirements contained in the tender schedules that are included in the returnable documents are deemed to be part of these conditions of tender.

T.1.3.2 These conditions of tender, the tender data and tender schedules which are required for tender evaluation purposes, shall form part of any contract arising from the invitation to tender.

T.1.3.3 For the purposes of these conditions of tender, the following definitions apply:

- a) **conflict of interest** means any situation in which:
 - I. someone in a position of trust has competing professional or personal interests which make it difficult to fulfil his or her duties impartially;
 - II. an individual or tenderer is in a position to exploit a professional or official capacity in

some way for their personal or corporate benefit; or
III. Incompatibility or contradictory interests exist between an employee and the tenderer who employs that employee.

- b) **comparative offer** means the price after the factors of a non-firm price and all unconditional discounts it can be utilised to have been taken into consideration;
- c) **corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process;
- d) **fraudulent practice** means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels;

T.1.4 Communication and employer's agent

Each communication between the employer and a tenderer shall be to or from the employer's agent only, and in a form that can be readily read, copied and recorded. Communications shall be in the English language. The employer shall not take any responsibility for non-receipt of communications from or by a tenderer. The name and contact details of the employer's agent are stated in the tender data.

T.1.5 Cancellation and Re-Invitation of Tenders

T.1.5.1 An employer may, prior to the award of the tender, cancel a tender if-

- a) due to changed circumstances, there is no longer a need for the engineering and construction works specified in the invitation;
- b) funds are no longer available to cover the total envisaged expenditure; or
- c) no acceptable tenders are received.
- d) there is a material irregularity in the tender process.

T.1.5.2 The decision to cancel a tender invitation must be published in the same manner in which the original tender invitation was advertised

T.1.5.3 An employer may only with the prior approval of the relevant treasury cancel a tender invitation for the second time.

T.1.6 Procurement procedures

T.1.6.1 General

Unless otherwise stated in the tender data, a contract will, subject to T.3.13, be concluded with the tenderer who in terms of T.3.11 is the highest ranked or the tenderer scoring the highest number of tender evaluation points, as relevant, based on the tender submissions that are received at the closing time for tenders.

T.1.6.2 Competitive negotiation procedure

T.1.6.2.1 Where the tender data require that the competitive negotiation procedure is to be followed, tenderers shall submit tender offers in response to the proposed contract in the first round of submissions. Notwithstanding the requirements of T.3.4, the employer shall announce only the names of the tenderers who make a submission. The requirements of T.8 relating to the material deviations or qualifications which affect the competitive position of tenderers shall not apply.

T.1.6.2.2 All responsive tenderers or at least a minimum of not less than three responsive tenderers that are highest ranked in terms of the evaluation criteria stated in the tender data shall be

invited to enter into competitive negotiations based on the principle of equal treatment, keeping confidential the proposed solutions and associated information.

Notwithstanding the provisions of T.2.17, the employer may request that tenders be clarified, specified and fine-tuned in order to improve a tenderer's competitive position provided that such clarification, specification, fine-tuning or additional information does not alter any fundamental aspects of the offers or impose substantial new requirements which restrict or distort competition or have a discriminatory effect.

T.1.6.2.3 At the conclusion of each round of negotiations, tenderers shall be invited by the employer to revise their tender offer based on the same evaluation criteria, with or without adjusted weightings. Tenderers shall be advised when they are to submit their best and final offer.

T.1.6.2.4 The contract shall be awarded in accordance with the provisions of T.3.11 and T.3.13 after tenderers have been requested to submit their best and final offer.

T.1.6.3 Proposal procedure using the two stage-system

T.1.6.3.1 Option 1

Tenderers shall in the first stage submit technical proposals and, if required, cost parameters around which a contract may be negotiated. The employer shall evaluate each responsive submission in terms of the method of evaluation stated in the tender data, and in the second stage negotiate a contract with the tenderer scoring the highest number of evaluation points and award the contract in terms of these conditions of tender.

T.1.6.3.2 Option 2

T.1.6.3.2.1 Tenderers shall submit in the first stage only technical proposals. The employer shall invite all responsive tenderers to submit tender offers in the second stage, following the issuing of procurement documents.

T.1.6.3.2.2 The employer shall evaluate tenders received during the second stage in terms of the method of evaluation stated in the tender data, and award the contract in terms of these conditions of tender.

T.2 Tenderer's obligations

T.2.1 Eligibility

T.2.1.1 Submit a tender offer only if the tenderer satisfies the criteria stated in the tender data and the tenderer, or any of his principals, is not under any restriction to do business with employer.

T.2.1.2 Notify the employer of any proposed material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used by the employer as the basis in a prior process to invite the tenderer to submit a tender offer and obtain the employer's written approval to do so prior to the closing time for tenders.

T.2.2 Cost of tendering

T.2.2.1 Accept that, unless otherwise stated in the tender data, the employer will not compensate the tenderer for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer complies with requirements.

T.2.2.2 The cost of the tender documents charged by the employer shall be limited to the actual

cost incurred by the employer for printing the documents. Employers must attempt to make available the tender documents on its website so as not to incur any costs pertaining to the printing of the tender documents.

T.2.3 Check documents

Check the tender documents on receipt for completeness and notify the employer of any discrepancy or omission.

T.2.4 Confidentiality and copyright of documents

Treat as confidential all matters arising in connection with the tender. Use and copy the documents issued by the employer only for the purpose of preparing and submitting a tender offer in response to the invitation.

T.2.5 Reference documents

Obtain, as necessary for submitting a tender offer, copies of the latest versions of standards, specifications, conditions of contract and other publications, which are not attached but which are incorporated into the tender documents by reference.

T.2.6 Acknowledge addenda

Acknowledge receipt of addenda to the tender documents, which the employer may issue, and if necessary apply for an extension to the closing time stated in the tender data, in order to take the addenda into account.

T.2.7 Clarification meeting

Attend, where required, a clarification meeting at which tenderers may familiarize themselves with aspects of the proposed work, services or supply and raise questions. Details of the meeting(s) are stated in the tender data.

T.2.8 Seek clarification

Request clarification of the tender documents, if necessary, by notifying the employer at least five (5) working days before the closing time stated in the tender data.

T.2.9 Insurance

Be aware that the extent of insurance to be provided by the employer (if any) might not be for the full cover required in terms of the conditions of contract identified in the contract data. The tenderer is advised to seek qualified advice regarding insurance.

T.2.10 Pricing the tender offer

T.2.10.1 Include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes except Value Added Tax (VAT), and other levies payable by the successful tenderer, such duties, taxes and levies being those applicable fourteen (14) days before the closing time stated in the tender data.

T.2.10.2 Show VAT payable by the employer separately as an addition to the tendered total of the prices.

T.2.10.3 Provide rates and prices that are fixed for the duration of the contract and not subject to adjustment except as provided for in the conditions of contract identified in the contract data.

T.2.10.4 State the rates and prices in Rand unless instructed otherwise in the tender data. The conditions of contract identified in the contract data may provide for part payment in other currencies.

T.2.11 Alterations to documents

Do not make any alterations or additions to the tender documents, except to comply with instructions issued by the employer, or necessary to correct errors made by the tenderer. All signatories to the tender offer shall initial all such alterations.

T.2.12 Alternative tender offers

T.2.12.1 Unless otherwise stated in the tender data, submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted as well as a schedule that compares the requirements of the tender documents with the alternative requirements that are proposed.

T.2.12.2 Accept that an alternative tender offer must be based only on the criteria stated in the tender data or criteria otherwise acceptable to the employer.

T.2.12.3 An alternative tender offer must only be considered if the main tender offer is the winning tender.

T.2.13 Submitting a tender offer

T.2.13.1 Submit one tender offer only, either as a single tendering entity or as a member in a joint venture to provide the whole of the works identified in the contract data and described in the scope of works, unless stated otherwise in the tender data.

T.2.13.2 Return all returnable documents to the employer after completing them in their entirety, either electronically (if they were issued in electronic format) or by writing legibly in non-erasable ink.

T.2.13.3 Submit the parts of the tender offer communicated on paper as an original plus the number of copies stated in the tender data, with an English translation of any documentation in a language other than English, and the parts communicated electronically in the same format as they were issued by the employer.

T.2.13.4 Sign the original and all copies of the tender offer where required in terms of the tender data. The employer will hold all authorized signatories liable on behalf of the tenderer. Signatories for tenderers proposing to contract as joint ventures shall state which of the signatories is the lead partner whom the employer shall hold liable for the purpose of the tender offer.

T.2.13.5 Seal the original and each copy of the tender offer as separate packages marking the packages as "ORIGINAL" and "COPY". Each package shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.

T.2.13.6 Where a two-envelope system is required in terms of the tender data, place and seal the returnable documents listed in the tender data in an envelope marked "financial proposal" and place the remaining returnable documents in an envelope marked "technical proposal". Each envelope shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.

T.2.13.7 Seal the original tender offer and copy packages together in an outer package that states on the outside only the employer's address and identification details as stated in the tender data.

T.2.13.8 Accept that the employer will not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.

T.2.13.9 Accept that tender offers submitted by facsimile or e-mail will be rejected by the employer, unless stated otherwise in the tender data.

T.2.14 Information and data to be completed in all respects

Accept that tender offers, which do not provide all the data or information requested completely and in the form required, may be regarded by the employer as non-responsive.

T.2.15 Closing time

T.2.15.1 Ensure that the employer receives the tender offer at the address specified in the tender data not later than the closing time stated in the tender data. Accept that proof of posting shall not be accepted as proof of delivery.

T.2.15.2 Accept that, if the employer extends the closing time stated in the tender data for any reason, the requirements of these conditions of tender apply equally to the extended deadline.

T.2.16 Tender offer validity

T.2.16.1 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.

T.2.16.2 If requested by the employer, consider extending the validity period stated in the tender data for an agreed additional period with or without any conditions attached to such extension.

T.2.16.3 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. If the validity period stated in T.2.16 lapses before the employer evaluating tender, the contractor reserves the right to review the price based on Consumer Price Index (CPI).

T.2.16.4 Where a tender submission is to be substituted, a tenderer must submit a substitute tender in accordance with the requirements of T.2.13 with the packages clearly marked as "SUBSTITUTE".

T.2.17 Clarification of tender offer after submission

Provide clarification of a tender offer in response to a request to do so from the employer during the evaluation of tender offers. This may include providing a breakdown of rates or prices and correction of arithmetical errors by the adjustment of certain rates or item prices (or both). No change in the competitive position of tenderers or substance of the tender offer is sought, offered, or permitted.

Note: Sub-clause T.2.17 does not preclude the negotiation of the final terms of the contract with a preferred tenderer following a competitive selection process, should the Employer elect to do so.

T.2.18 Provide other material

T.2.18.1 Provide, on request by the employer, any other material that has a bearing on the tender offer, the tenderer's commercial position (including notarized joint venture agreements), preferencing arrangements, or samples of materials, considered necessary by the employer for the purpose of a full and fair risk assessment.

Should the tenderer not provide the material, or a satisfactory reason as to why it cannot be provided,

by the time for submission stated in the employer's request, the employer may regard the tender offer as non-responsive.

T.2.18.2 Dispose of samples of materials provided for evaluation by the employer, where required.

T.2.19 Inspections, tests and analysis

Provide access during working hours to premises for inspections, tests and analysis as provided for in the tender data.

T.2.20 Submit securities, bonds and policies

If requested, submit for the employer's acceptance before formation of the contract, all securities, bonds, guarantees, policies and certificates of insurance required in terms of the conditions of contract identified in the contract data.

T.2.21 Check final draft

Check the final draft of the contract provided by the employer within the time available for the employer to issue the contract.

T.2.22 Return of other tender documents

If so instructed by the employer, return all retained tender documents within twenty-eight (28) days after the expiry of the validity period stated in the tender data.

T.2.23 Certificates

Include in the tender submission or provide the employer with any certificates as stated in the tender data.

T.3 The employer's undertakings

T.3.1 Respond to requests from the tenderer

T.3.1.1 Unless otherwise stated in the tender Data, respond to a request for clarification received up to five (5) working days before the tender closing time stated in the Tender Data and notify all tenderers who collected tender documents.

T.3.1.2 Consider any request to make a material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used to prequalify a tenderer to submit a tender offer in terms of a previous procurement process and deny any such request if as a consequence:

- a) an individual firm, or a joint venture as a whole, or any individual member of the joint venture fails to meet any of the collective or individual qualifying requirements;
- b) the new partners to a joint venture were not prequalified in the first instance, either as individual firms or as another joint venture; or
- c) in the opinion of the Employer, acceptance of the material change would compromise the outcome of the prequalification process.

T.3.2 Issue Addenda

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 three (3) working 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 all tenderers who collected tender documents.

T.3.3 Return late tender offers

Return tender offers received after the closing time stated in the Tender Data, unopened, (unless it is necessary to open a tender submission to obtain a forwarding address), to the tenderer concerned.

T.3.4 Opening of tender submissions

T.3.4.1 Unless the two-envelope system is to be followed, open valid tender submissions in the presence of tenderers' agents who choose to attend at the time and place stated in the tender data. Tender submissions for which acceptable reasons for withdrawal have been submitted will not be opened.

T.3.4.2 Announce at the meeting held immediately after the opening of tender submissions, at a venue indicated in the tender data, the name of each tenderer whose tender offer is opened and, where applicable, the total of his prices, number of points claimed for its BBEE status level and time for completion for the main tender offer only.

T.3.4.3 Make available the record outlined in T.3.4.2 to all interested persons upon request.

T.3.5 Two-envelope system

T.3.5.1 Where stated in the tender data that a two-envelope system is to be followed, open only the technical proposal of valid tenders in the presence of tenderers' agents who choose to attend at the time and place stated in the tender data and announce the name of each tenderer whose technical proposal is opened.

T.3.5.2 Evaluate functionality of the technical proposals offered by tenderers, then advise tenderers who remain in contention for the award of the contract of the time and place when the financial proposals will be opened. Open only the financial proposals of tenderers, who score in the functionality evaluation more than the minimum number of points for functionality stated in the tender data, and announce the score obtained for the technical proposals and the total price and any points claimed on BBEE status level. Return unopened financial proposals to tenderers whose technical proposals failed to achieve the minimum number of points for functionality.

T.3.6 Non-disclosure

Not disclose to tenderers, or to any other person not officially concerned with such processes, information relating to the evaluation and comparison of tender offers, the final evaluation price and recommendations for the award of a contract, until after the award of the contract to the successful tenderer.

T.3.7 Grounds for rejection and disqualification

Determine whether there has been any effort by a tenderer to influence the processing of tender offers and instantly disqualify a tenderer (and his tender offer) if it is established that he engaged in corrupt or fraudulent practices.

T.3.8 Test for responsiveness

T.3.8.1 Determine, after opening and before detailed evaluation, whether each tender offer properly received:

- a. complies with the requirements of these Conditions of Tender,
- b. has been properly and fully completed and signed, and
- c. is responsive to the other requirements of the tender documents.

T.3.8.2 A responsive tender is one that conforms to all the terms, conditions, and specifications of the tender documents without material deviation or qualification. A material deviation or qualification is one which, in the Employer's opinion, would:

- a. detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work,
- b. significantly change the Employer's or the tenderer's risks and responsibilities under the contract, or
- c. affect the competitive position of other tenderers presenting responsive tenders, if it were to be rectified.

Reject a non-responsive tender offer, and not allow it to be subsequently made responsive by correction or withdrawal of the non-conforming deviation or reservation.

T.3.9 Arithmetical errors, omissions and discrepancies

T.3.9.1 Check responsive tenders for discrepancies between amounts in words and amounts in figures. Where there is a discrepancy between the amounts in figures and the amount in words, the amount in words shall govern.

T.3.9.2 Check the highest ranked tender or tenderer with the highest number of tender evaluation points after the evaluation of tender offers in accordance with T.3.11 for:

- a. the gross misplacement of the decimal point in any unit rate;
- b. omissions made in completing the pricing schedule or bills of quantities; or
- c. arithmetic errors in:
 - I. line item totals resulting from the product of a unit rate and a quantity in bills of quantities or schedules of prices; or
 - II. the summation of the prices.

T.3.9.3 Notify the tenderer of all errors or omissions that are identified in the tender offer and either confirm the tender offer as tendered or accept the corrected total of prices.

T.3.9.4 Where the tenderer elects to confirm the tender offer as tendered, correct the errors as follows:

- a. If bills of quantities or pricing schedules apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate shall be corrected.
- b. Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern and the tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices.

T.3.10 Clarification of a tender offer

Obtain clarification from a tenderer on any matter that could give rise to ambiguity in a contract arising

from the tender offer.

T.3.11 Evaluation of tender offers

The Standard Conditions of Tender standardize the procurement processes, methods and procedures from the time that tenders are invited to the time that a contract is awarded. They are generic in nature and are made project specific through choices that are made in developing the Tender Data associated with a specific project.

Conditions of tender are by definition the document that establishes a tenderer's obligations in submitting a tender and the employer's undertakings in soliciting and evaluating tender offers. Such conditions establish the rules from the time a tender is advertised to the time that a contract is awarded and require employers to conduct the process of offer and acceptance in terms of a set of standard procedures.

The CIDB Standard Conditions of Tender are based on a procurement system that satisfies the following system requirements:

- a) **Requirement:** Qualitative interpretation of goal
- b) **Fair:** The process of offer and acceptance is conducted impartially without bias, providing simultaneous and timely access to participating parties to the same information.
- c) **Equitable:** Terms and conditions for performing the work do not unfairly prejudice the interests of the parties.
- d) **Transparent:** The only grounds for not awarding a contract to a tenderer who satisfies all requirements are restrictions from doing business with the employer, lack of capability or capacity, legal impediments and conflicts of interest.
- e) **Competitive:** The system provides for appropriate levels of competition to ensure cost effective and best value outcomes.
- f) **Cost effective:** The processes, procedures and methods are standardized with sufficient flexibility to attain best value outcomes in respect of quality, timing and price, and least resources to effectively manage and control procurement processes.

The activities associated with evaluating tender offers are as follows:

- a. Open and record tender offers received
- b. Determine whether or not tender offers are complete
- c. Determine whether or not tender offers are responsive
- d. Evaluate tender offers
- e. Determine if there are any grounds for disqualification
- f. Determine acceptability of preferred tenderer
- g. Prepare a tender evaluation report
- h. Confirm the recommendation contained in the tender evaluation report

T.3.11.1 General

The employer must appoint an evaluation panel of not less than three persons conversant with the proposed scope of works to evaluate each responsive tender offer using the tender evaluation methods and associated evaluation criteria and weightings that are specified in the tender data.

T.3.12 Insurance provided by the employer

If requested by the proposed successful tenderer, submit for the tenderer's information the policies and / or certificates of insurance which the conditions of contract identified in the contract data, require the employer to provide.

T.3.13 Acceptance of tender offer

Accept the tender offer; if in the opinion of the employer, it does not present any risk and only if the tenderer:

- a. Is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement;
- b. Can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract;
- c. Has the legal capacity to enter into the contract;
- d. Is not; insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act No. 2008, bankrupt or being wound up, has his/her affairs administered by a court or a judicial officer, has suspended his/her business activities or is subject to legal proceedings in respect of any of the foregoing;
- e. Complies with the legal requirements, if any, stated in the tender data; and
- f. Is able, in the opinion of the employer, to perform the contract free of conflicts of interest.

T.3.14 Prepare contract documents

T.3.14.1 If necessary, revise documents that shall form part of the contract and that were issued by the employer as part of the tender documents to take account of:

- a. Addenda issued during the tender period,
- b. Inclusion of some of the returnable documents and
- c. Other revisions agreed between the employer and the successful tenderer.

T.3.14.2 Complete the schedule of deviations attached to the form of offer and acceptance, if any.

T.3.15 Complete adjudicator's contract

Unless alternative arrangements have been agreed or otherwise provided for in the contract, arrange for both parties to complete formalities for appointing the selected adjudicator at the same time as the main contract is signed.

T.3.16 Registration of the award

An employer must, within twenty-one (21) working days from the date on which a contractor's offer to perform a construction works contract is accepted in writing by the employer, register and publish the award on the CIDB Register of Projects.

T.3.17 Provide copies of the contracts

Provide to the successful tenderer the number of copies stated in the Tender Data of the signed copy of the contract as soon as possible after completion and signing of the form of offer and acceptance.

T.3.18 Provide written reasons for actions taken

Provide upon request written reasons to tenderers for any action that is taken in applying these conditions of tender but withhold information which is not in the public interest to be divulged, which is considered to prejudice the legitimate commercial interests of tenderers or might prejudice fair competition between tenderers.

Part T2. RETURNABLE SCHEDULE

PART T2.1: LIST OF RETURNABLE DOCUMENTS

T2.1.1 Integrity Declaration

T2.1.3 Certificate of Attendance at Site/Briefing Meeting

T2.1.4 SBD 6.1: Preference points claimed form

T2.1.1 INTEGRITY DECLARATION

1. PURPOSE OF THE FORM

Any person (natural or juristic) may make an offer or offers in terms of this invitation to quote. 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 tenderer 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 quotation process.

2. Tenderer's declaration

- 2.1 Is the tenderer, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest¹ in the enterprise, employed by the state?

YES	NO
-----	----

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

Full Name	Identity Number	Name of State institution

- 2.2 Do you, or any person connected with the bidder, have a relationship with any person who is employed by 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

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.

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 quotation, 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 quotation will be disqualified if this declaration is found not to be true and complete in every respect;
- 3.3 The tenderer has arrived at the accompanying quotation independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying quotation have not been, and will not be, disclosed by the tenderer, directly or indirectly, to any competitor, prior to the date and time of the official quotation closing or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the tenderer with any official of Ithala SOC (Ltd) in relation to this procurement process prior to and during the quotation process except to provide clarification on the quotation submitted where so required by the Ithala SOC (Ltd); and the tenderer was not involved in the drafting of the specifications or terms of reference for this quotation.
- 3.5. 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

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.

Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

- 3.6 The tenderer 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 THIS QUOTATION OR ACT AGAINST ME IN TERMS OF ITS SCM POLICY SHOULD THIS DECLARATION PROVE TO BE FALSE.

Signature

Date

Position

Name of Bidder

T2.1.2 CERTIFICATE OF ATTENDANCE AT SITE/BRIEFING MEETING

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

Date	Time	Site
16 March 2023	15H00- 16H00	15 Floor 303 Delta Towers, Dr Pixley Kaseme Street Durban,4001

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

Particulars of person(s) attending the meeting:

Name: Signature:

Capacity:

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

Name: Capacity:

Date:

Date stamp

FOR OFFICE USE

T2.1.3 PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

SBD 6.1

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**

a) The applicable preference point system for this tender is the **80/20** preference point system.

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:

80/20

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

Type equation here.

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 points is allocated for price on the following basis:

80/20

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

Type equation here.

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) 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:

then the organ of state must indicate the points allocated for specific goals for the 80/20 preference point system.

Table 1: Specific goals for the tender and points claimed are indicated per the table below.

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)
Black ownership	20	

DECLARATION WITH REGARD TO COMPANY/FIRM

4.2. Name of company/firm.....

4.3. Company registration number:

4.4. 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]

- 4.5. 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

SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME: DATE: ADDRESS:

PART C1.1: FORM OF OFFER AND ACCEPTANCE

Note: 1 This form of offer and acceptance is identical to that contained in Annex F of SANS 10845 -1: Construction Procurement Processes, Procedures and Methods.

2. SAICE's Practice Manual #1, the use of South African National Standards in Construction Procurement, provides guidance on the formulation of the wording for the actual offer where it is not based on the offered total of prices.

OFFER

The employer, identified in the acceptance signature block, has solicited offers to enter into a contract for the procurement of: **White boxing services at Ithala Head office.**

The tenderer, identified in the offer signature block, has examined the documents listed in the tender data and addenda thereto as listed in the returnable schedules, and by submitting this offer has accepted the conditions of tender.

By the representative of the tenderer, deemed to be duly authorized, signing this part of this form of offer and acceptance, the tenderer offers to perform all of the obligations and liabilities of the contractor under the contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the conditions of contract.

***THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VALUE ADDED TAX IS:**

* _____
_____ **Rand (in words) ;**

***R** _____ **(in figures)** (or other suitable wording)

This offer may be accepted by the employer by signing the acceptance part of this form of offer and acceptance and returning one copy of this document to the tenderer before the end of the period of validity stated in the tender data, whereupon the tenderer becomes the party named as the contractor in the conditions of contract

*Signature(s)			
*Name(s)			
Capacity			
FOR THE TENDER			
	(Name and address of tenderer)		
Name and signature of witness		Date	

Notes:

***Indicates what information is mandatory**

Failure to complete the mandatory information and sign this form will invalidate the tender.

Acceptance

By signing this part of this form of offer and acceptance, the employer identified below accepts the tenderer's offer. In consideration thereof, the employer shall pay the contractor the amount due in accordance with the conditions of contract identified in the contract data. Acceptance of the tenderer's offer shall form an agreement between the employer and the tenderer upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

The terms of the contract, are contained in:

Part C1 Form of offer and acceptance, (which includes this agreement)

Part C2 Pricing data

Part C3 Scope of work

Deviations from and amendments to the documents listed in the tender data and any addenda thereto as listed in the returnable schedules as well as any changes to the terms of the offer agreed by the tenderer and the employer during this process of offer and acceptance, are contained in the schedule of deviations attached to and forming part of this form of offer and acceptance. No amendments to or deviations from said documents are valid unless contained in this schedule.

The tenderer shall within two weeks after receiving a completed copy of this agreement, including the schedule of deviations (if any), contact the employer's agent to arrange the delivery of any securities, bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

Notwithstanding anything contained herein, this agreement comes into effect on the date when the tenderer receives one fully completed original copy of this document, including the schedule of deviations (if any). Unless the tenderer (now contractor) within five (5) working days of the date of such receipt notifies the employer in writing of any reason why he/she cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the parties.

Signature(s)			
Name(s)			
Capacity			
FOR THE EMPLOYER			
	(Name and address of employer)		
Name and signature of witness		Date	

C2 PRICING DATA

C2.1 PRICING ASSUMPTIONS

- a. The amounts mentioned in the bid offer above should be inclusive of transport but shall include all levies and taxes (other than VAT). VAT will be added before the total cost as per the schedule.
- b. All other Taxes, Levies, Duties, Charges, freight, packing, loading and unloading etc. should be included in the bid price.
- c. The price shall be valid for ninety (90) days.
- d. **The delivery will be within 1 weeks from the receipt of Purchase Order (PO).**

C2.2 PRICING SCHEDULE

ITEM NO.	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
9.				
10.				
11.				
12.				
13.				
14.				
15.				
SUB TOTAL (EXCL. VAT)				R
VAT @15%				R
TOTAL (INCL. VAT)				R

PART C3.1: SCOPE OF WORKS

C3.1.1 INTRODUCTION

Ithala SOC Limited (Ithala) is a wholly owned subsidiary of Ithala Development Finance Corporation (IDFC) which in turn is owned by the KZN Provincial Government. Ithala is a deposit taking institution, an authorized financial services and a registered credit provider which offers savings and loan products. As a result, Ithala must comply with all the prescribed obligations applicable to registered credit providers.

C3.1.2 BACKGROUND

Ithala requires the services of an experienced company to carry out White boxing services for Ithala Head Offices.

C3.1.3 SCOPE OF SERVICE

Item	Description
White Boxing the site measuring at 3021,90 square meter(15,16 and 17 floor)	<ol style="list-style-type: none">1. Takedown and remove drywall including all doors2. Strip carpet floor tiles and re screed the surface to level3. Service and repair aluminium doors4. Repair ceiling patches5. Carefully remove office glass6. Repair broken window7. Remove filing cabinet8. Disconnect and remove generator, remove air-con unit, remove DB Box and cables by qualified electrician9. Prepare the area and apply paint to match the existing10. White paint all the wall11. Remove rubble and dispose to the dumping site12. Allow 10% to strip concrete floor tiles and re screed the surface to level

On submitting a quotation, the contractor acknowledges the urgency, will make the necessary resources available and accepts the timelines mentioned, previously, in this document.

- **Ithala head office location:** 15th Floor 303 Delta Towers, Dr Pixley Kaseme Street Durban,4001

C3.1.4 COMPULSORY SITE MEETING

- Date: Thursday, 16 March 2023
- Time: 15:00pm (**After 15:15pm, no bidders will be allowed into the briefing session**)
- Address: 15th Floor 303 Delta Towers, Dr Pixley Kaseme Street Durban,4001

PART C3.2: EVALUATION PROCESS

CONDITIONS		CONFIRMATION			
ITEM NO.	DESCRIPTION	YES	NO	NOTE D	IF NO, INDICATE DEVIATION
1.	EVALUATION PROCESS				
1.1	<u>STAGE ONE: ADMINISTRATION COMPLIANCE</u>				
1.1.1	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.				
	(a) Mandatory				
	Bids will only be compliant if bidder has submitted the following documents:				
	The bidder must be in good standing with SARS and such information will be verified through Central Supply Database (CSD);				
	The proposing entities are bona fide entities, registered in accordance with the laws of SA; and sole proprietary must also be in compliance.				
	Integrity declaration must be completed in full and signed				
	The bidder must provide at least two (2) positive reference letters or award letters or purchase orders with completion certificates from clients of work completed in white boxing or similar services (positive reference letter must be in referee's company letter head with contact details and signed).				
	The bidder must provide a valid Letter of Good standing from Compensation for Occupational Injuries & Diseases (COID).				
	The bidder must be registered on Construction Industry Development Board (CIDB), minimum of grade 2GB or 2EP or higher				
	Valid certificate from Dept. of Labour as registered electrician and/or Wireman license or equivalent to				
	The bidder must attend the compulsory site briefing in order to quote accurately (BIDDER MUST SUBMIT A SIGNED AND COMPLETED CERTIFICATE OF ATTENDANCE AT SITE/BRIEFING MEETING).				

CONDITIONS		CONFIRMATION			
ITEM NO.	DESCRIPTION	YES	NO	NOTE D	IF NO, INDICATE DEVIATION
	<p>Only those tenderers who are registered with the CIDB, or are capable of being so prior to the evaluation of submissions, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations, for a 2GB or 2EP or higher class of construction work, are eligible to have their tenders evaluated.</p> <p>Joint ventures are eligible to submit tenders provided that:</p> <ol style="list-style-type: none"> 1. every member of the joint venture is registered with the CIDB; 2. the lead partner has a contractor grading designation in the 2GB or 2EP or higher class of construction work; and 3. the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a 2GB or 2EP or higher class of construction work or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations. <p>Failure to provide any mandatory information as requested above may result in the submission being deemed non-responsive.</p> <p>(b) Non-Mandatory</p> <p>Administrative Compliance such as but not limited to:</p> <p>All proposals are complete (i.e. all required documentation are attached, all questions are answered);</p> <p>Completed and signed SBD 6.1 preference points claim form in terms of the Preferential Procurement Regulations 2022</p> <p>Where a bid specifies certain documents prior to the award, no bidders can be awarded the bid without the specified documents. This information may be requested during the evaluation process and the bidder will be expected to provide any outstanding documentation within limited period prior to award.</p>				
1.2	STAGE TWO : PRICE AND SPECIFIC GOAL EVALUATION				

RFQ 21388: APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE WHITE BOXING SERVICES AT ITHALA
SOC LIMITED HEAD OFFICE

CONDITIONS		CONFIRMATION			
ITEM NO.	DESCRIPTION	YES	NO	NOTE D	IF NO, INDICATE DEVIATION
1.2.1	Price and Specific Goals evaluation will only be done to bidders who went passed Stages 1 above.				
1.3	ADJUDICATION OF BID				
1.3.1	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.				
1.3.2	A bidder shall be disqualified from bidding if any attempt is made either directly to solicit and/or canvass any information from any employee or agent of Ithala regarding this bid from the date the offer is submitted until the date of award of the bid.				
1.4	Awarding of contract				
1.4.1	Ithala reserves the right to award this bid in full or part				
1.4.2	Split the award of this tender				
1.4.3	Negotiate with all or some of the shortlisted bidders				
1.4.4	Award the tender to a bidder other than the highest bidder where objective criteria allow				
1.4.5	To reject the lowest acceptable tender received and/or cancel this tender				
1.4.6	Ithala reserves the right to cede any contract to any future company that may take over the management of any or all areas.				