RFP15/26

APPOINTMENT OF A SERVICE PROVIDER FOR THE DESIGN AND RECONSTRUCTION (TURNKEY) OF SHOP 3 AT IDFC NONGOMA SHOPPING CENTRE, KWAZULU-NATAL

CLOSING DATE: 11 SEPTEMBER 2026 AT 11:00

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

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

Name of Bidder: . . . . . .

For any complaints regarding our supply chain management abuses please contact Larissa Warren at 031 907 8610 or email complaints@ithala.co.za alternatively you can lodge an anonymous complaint at our toll-free hotline number 0800 0004 82

REQUEST FOR PROPOSALS

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

BID NUMBER: **RFP15/26**

CLOSING DATE: **11 SEPTEMBER 2026**

TIME: **11:00 am**

DESCRIPTION: **APPOINTMENT OF A SERVICE PROVIDER FOR THE DESIGN AND RECONSTRUCTION (TURNKEY) OF SHOP 3 AT IDFC NONGOMA SHOPPING CENTRE, KWAZULU-NATAL**

COMPULSORY BRIEFING SESSION	**Yes**	**X**	**No**	

Please note the details of the **Compulsory briefing session**. Failure to attend will lead to disqualification.

DATE	**26 AUGUST 2026** at 10:00
VENUE	Nongoma Shopping Centre, 105 Main Street, Nongoma, KwaZulu Natal Meeting point is between shop 2A (Ithala Soc) and Bluff Meat Supply
EQUIRIES	031 907 8911 / tenders@ithala.co.za

TABLE OF CONTENTS

C.1 TENDER NOTICE AND INVITATION TO TENDER – 4 - 6

C.2 INTRODUCTION - 7

C.3 CONDITIONS OF BID AND CONTRACT - 8-15

C.4 CERTIFICATE OF AUTHORITY TO SIGN A BID – 16

C.5 CERTIFICATE OF ATTENDANCE AT COMPULSORY BRIEFING MEETING - 17

C.6 PROCUREMENT TIMELINES - 18

C.7 TERMS OF REFERENCE – 19-23

C.8 EVALUATION PROCESS & CRITERIA – 24-29

C.9 PREFERENCE POINTS CLAIM FORM IN TERMS OF PREFERENTIAL PROCUREMENT REGULATIONS 2022 – 30 – 33

C.10 TAX CLEARANCE REQUIREMENT – 34

C.11 BIDDER'S DISCLOSURE – 35-36

C.12 CONTRACT FORM - RENDERING OF SERVICES – 37-38

C.13 DEVIATIONS FROM THE REQUEST FOR PROPOSAL – 39

C.1 TENDER NOTICE AND INVITATION TO TENDER

APPOINTMENT OF A SERVICE PROVIDER FOR THE DESIGN AND RECONSTRUCTION (TURNKEY) OF SHOP 3 AT IDFC NONGOMA SHOPPING CENTRE, KWAZULU-NATAL

COLLECTION OF BID DOCUMENTS

The bid documents will be obtained online from the IDFC website (www.ithala.co.za) and on National Treasury website (www.etenders.gov.za)

SUBMISSION OF BID DOCUMENTS

The proposals shall be submitted in sealed envelopes delivered at Ithala Trade Centre, 29 Canal Quay Road (for GPS use 29 Signal Road), Point, Durban and should be deposited in the box located at the reception. The closing time for receipt of tenders is **11 SEPTEMBER 2026 at 11:00**

One original and one electronic (USB) copy of the bid document must be submitted.

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

Technical and administrative queries relating to these documents may be addressed in writing only quoting the Bid No. for attention: Supply Chain Management Unit by email to tenders@ithala.co.za
Tenders may only be submitted on the original tender documentation that is issued by IDFC written in black ink. This tender document may not be reproduced.

For any complaints regarding our supply chain management abuses please contact Customer Services at 031 907 8610 or email Complaints@ithala.co.za alternatively you can lodge an anonymous complaint at our toll-free hotline number 0800 0048 23.

PART A - INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (*NAME OF DEPARTMENT/ PUBLIC ENTITY*)					
BID NUMBER:	RFP15/26	CLOSING DATE:	11 SEPTEMBER 2026	CLOSING TIME:	11am
DESCRIPTION	APPOINTMENT OF A SERVICE PROVIDER FOR THE DESIGN AND RECONSTRUCTION (TURNKEY) OF SHOP 3 AT IDFC NONGOMA SHOPPING CENTRE, KWAZULU-NATAL				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT *(STREET ADDRESS)*					
Ithala Trade Centre					
29 Canal Quay Road					
Point Waterfront					
Durban					

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO		**TECHNICAL ENQUIRIES MAY BE DIRECTED TO:**	
CONTACT PERSON	**SCM**	CONTACT PERSON	**SCM**
TELEPHONE NUMBER	**0319078911**	TELEPHONE NUMBER	**0319078911**
FACSIMILE NUMBER	**N/A**	FACSIMILE NUMBER	**N/A**
E-MAIL ADDRESS	tenders@ithala.co.za	E-MAIL ADDRESS	tenders@ithala.co.za

SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		**OR**	CENTRAL SUPPLIER DATABASE No:	MAAA

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐Yes ☐No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR **THE GOODS /SERVICES /WORKS OFFERED?**	☐Yes ☐No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]

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 PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT
1.4. **THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).**
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
2.4 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.5 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.6 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS WHO ARE PERSONS IN THE SERVICE OF THE STATE."

NB: FAILURE TO PROVIDE / OR COMPLY WITH ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

SIGNATURE OF BIDDER: ……

CAPACITY UNDER WHICH THIS BID IS SIGNED: ……
(Proof of authority must be submitted e.g. company resolution)

DATE: ……

C.2 INTRODUCTION

Ithala Development Finance Corporation Limited is a development finance corporation operating within the confines of the KwaZulu-Natal Ithala Development Finance Corporation Act, No 5 of 2013.

Our VISION is "Accelerating growth, socio-economic development, and empowerment in KwaZulu Natal" and our MISSION is "To accelerate economic growth and transformation, entrepreneurship, and job creation for the people of KwaZulu-Natal".

The Mission is enabled by building a capable, ethical, and sustainable organisation.

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

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

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

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

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

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

PROCUREMENT PHILOSOPHY

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

a) The promotion, development and support of businesses from disadvantaged communities (small, medium, micro enterprises, as well as established businesses within those communities) in terms of its BBBEE Policy.

b) The promotion of national and regional local suppliers and agents before considering overseas suppliers; and

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

C.3 CONDITIONS OF BID AND CONTRACT

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

No.	Conditions	Confirmation			
		Yes	No	Noted	If no, indicate deviation
1.	**GUIDELINE ON COMPLETION**				
1.1	The bidder must clearly state if a deviation from these requirements are offered and the reason, therefore. If an explanatory note is provided, the paragraph reference must be attached as an appendix to the bid submission. Bids not completed in the manner prescribed may be considered incomplete and rejected.				
2.	**IDFC SERVICE LEVEL AGREEMENT**				
2.1	The IDFC Service Level Agreement and a JBCC Contract will be the only contracts signed by both parties and will form the basis of this contract. IDFC's standard terms and conditions will not be negotiated.				
3.	**ADDITIONAL INFORMATION REQUIREMENTS**				
3.1	During evaluation of the bids, additional information may be requested in writing from bidders. Replies to such request, must be submitted, within 5 (five) working days or as otherwise indicated. Failure to comply may lead to the bid being disregarded.				
4.	**CONFIDENTIALITY**				
4.1	The bid and all information in connection therewith shall be held in strict confidence by bidders and usage of such information shall be limited to the preparation of the bid.				
4.2	All bidders are bound by a confidentiality agreement preventing the unauthorised disclosure of any information regarding IDFC or of its activities to any other organisation or individual. The bidders may not disclose any information, documentation or products to other clients without written approval, of the accounting authority or the delegate.				
5.	**INTELLECTUAL PROPERTY, INVENTIONS AND COPYRIGHT**				
5.1	Copyright of all documentation relating to this assignment belongs to IDFC. The successful bidders may not disclose any information, documentation or				

No.	Conditions	Confirmation			
		Yes	No	Noted	If no, indicate deviation
	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 IDFC 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 IDFC.				
5.4	IDFC 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 IDFC shall be entitled to freely cede and assign to parties nominated by IDFC.				
6	**PAYMENTS**				
6.1	IDFC will pay the service provider for the actual services rendered in line with the contract.				
6.2	The service provider shall from time to time, during the duration of the contract, invoice IDFC for the services rendered. No payment will be made to the service provider unless an invoice complying with section 20 of VAT Act No 89 of 1991 has been submitted to IDFC.				
6.3	Payment shall be made into the bidder's bank account or per cheque payment normally 30 days after receipt of an acceptable, valid invoice. (Banking details must be submitted as soon as this bid is awarded).				
7	**NON-COMPLIANCE WITH DELIVERY TERMS**				
7.1	As soon as it becomes known to the service provider that he/she will not be able to deliver the goods/services within the delivery period and/or against the quoted price and/or as specified, IDFC must be given immediate written notice to this effect. IDFC reserves the right to implement remedies as provided for in the SLA.				
8	**WARRANTIES**				
8.1	The service provider warranties that:				

No.	Conditions	Confirmation			
		Yes	No	Noted	If no, indicate deviation
	It is able to perform the service to the satisfaction of IDFC				
8.2	Although the service provider will be entitled to provide services to persons other than IDFC, the service provider shall not without the prior written consent of IDFC, be involved in any manner whatsoever, directly or indirectly, in any business or venture which competes or conflicts with the obligations of the contractor to provide the Services.				
8.3	The Service Provider under contract is obligated to ensure that should a resource who is scheduled to carry out work for IDFC or is carrying out work for IDFC become unavailable, then that resource should be replaced within 7 days with a resource in possession of the same professional registration and/or qualifications/experience. The replacement resource is subject to the vetting of the IDFC project manager.				
9.	**PARTIES NOT AFFECTED BY WAIVER OR BREACHES**				
9.1	The waiver (whether express or implied) by any Party of any breach of the terms or conditions of this Agreement by the other Party shall not prejudice any remedy of the waiving party in respect of any continuing or other breach of the terms and conditions hereof				
9.2	No favour, delay, relaxation or indulgence on the part of any Party in exercising any power or right conferred on such Party in terms of this Agreement shall operate as a waiver of such power or right nor shall any single or partial exercise of any such power or right under this Agreement.				
10	**SUBMITTING BIDS**				
10.1	Supply Chain Management (SCM)				
10.2	An original and electronic copy must be delivered to: ITHALA TRADE CENTRE 29 Canal Quay Road (for GPS use 29 signal road) Point Waterfront, Durban				
11	**LATE BIDS**				
11.1	Late submissions will not be accepted. A submission will be considered late if it arrives one second after 11:00 or any time thereafter. The bid (tender) box shall be locked at exactly 11:00 and bids arriving late will not be accepted under any circumstances. Bidders are therefore strongly advised to ensure that bids be				

No.	Conditions	Confirmation			
		Yes	No	Noted	If no, indicate deviation
	dispatched allowing enough time for any unforeseen events that may delay the delivery of the bid.				
12.	**BID CLARIFICATIONS**				
12.1	Any clarification required by a bidder regarding the meaning or interpretation of the Terms of Reference, or any other aspect concerning the bid, is to be requested in writing (by e-mail). Please refer to Bid Notice and Invitation to Tender page of this bid pack for contact details. The bid number should be mentioned in all correspondence. Telephonic requests for clarification will not be accepted. If appropriate, the clarifying information will be made available to all bidders by e-mail only.				
13.	**FORMAT OF BIDS**				
13.1	Bidders must complete all the necessary bid documents and undertakings required in this bid document. Bidders are advised that their proposal should be concise, written in plain English and simply presented.				
14.1	**PART 1: INVITATION TO BID**				
14.2	**PART 2: RFP SUMMARY AND DETAILS**				
14.2.1	Bid summary must be completed and indicate what returnable documents will be submitted.				
14.3	**PART 3: COMPLIANCE TO SPECIAL CONDITIONS OF BID AND NOTING OF EVALUATION CRITERIA**				
	Bidders must complete C3. Indicating compliance/non-compliance or noted. In case of non-compliance details and referencing to the specific paragraph is required.				
14.4	**PART 4: SARS TAX STATUS**				
	In compliance with National Treasury instruction note 9 of 2017/2018, the bidder must be in good standing with SARS **prior** to the award of the bid. and such information will be verified through Central Supply Database or using SARS efiling pin). In case of a consortium/ joint venture, or where sub-contractors are utilized, each consortium/ joint venture member **and/or sub-contractor** (individual) **must be** compliant with SARS.				
14. 5	**PART 5: CERTIFICATE OF AUTHORITY TO SIGN A BID AND DECLARATION OF INTEREST**				

No.	Conditions	Confirmation			
		Yes	No	Noted	If no, indicate deviation
14.5.1	Bidders must complete and submit the Declaration forms. A bidder must complete the relevant parts of the document and must indicate who is delegated to communicate or deal with IDFC. Any irrelevant sections to the tendering entity must be marked 'N/A'.				
14.6	**PART 6: JOINT VENTURE/CONSORTIUM AGREEMENT**				
14.6.1	A copy of the joint venture/consortium agreement must be included.				
14.7	**PART 7: TECHNICAL PROPOSAL/FUNCTIONALITY PROPOSAL**				
14.7.1	Bidders must, at least, describe in detail exactly how they propose to carry out the activities to achieve the outcomes identified in the Terms of Reference. They should identify any possible problems that might hinder delivery and indicate how they will avoid or overcome such problems.				
14.7.2	The bidder must confirm by providing letters of reference from previous/current clients including contact details, for the previous, current or ongoing projects of similar nature. This may be verified by IDFC.				
14.8	**PART 8: DEVIATIONS FROM REQUEST FOR BID**				
14.8.1	Please indicate deviations or modifications to this Request for Bid on form **C13**				
14.8.2	If no deviations are required, please mark the form "Nil" and sign				
14.9	**PART 9: PRICING SCHEDULE**				
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	**PART 10: PROCUREMENT TIMELINES**				
14.10.1	This part of the bid document informs bidders when the bid process is expected to be finalised. It may not necessarily be followed.				

No.	Conditions	Confirmation			
		Yes	No	Noted	If no, indicate deviation
14.10.2	Terms of reference (TOR) are the requirements by IDFC. When a proposal is submitted, a bidder must be certain that the TOR's are understood and that it has the capacity to offer the specified service.				
14.11	**VAT**				
14.11.1	IDFC is a VAT Vendor. Prices quoted must include VAT (where applicable).				
14.11.1	IDFC reserves the right to request the preferred bidder to register for VAT if the award is anticipated to be more than R2.3m in total for 12 conservative months as the VAT Act requires.				
15	**PRESENTATIONS – N/A**				
15.1	IDFC reserves the right to invite bidders for presentations before the award of the bid.				
15.2	Presentation may affect the points awarded for functionality.				
16	**NEGOTIATION**				
16.1	IDFC has the right to enter negotiation with a prospective contractor regarding any terms and conditions, including price(s), of a proposed contract.				
16.2	IDFC shall not be obliged to accept the lowest or any financial offer or proposal. Furthermore, IDFC reserves the right not to award the tender to the highest-ranking bidder in terms of IDFC's SCM Policy.				
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 and signed by the designated responsible person of both parties.				
17	**DOMICILIUM**				
17.1	The parties hereto choose domicilium citandi et executandi for all purposes of and in connection with the final contract as follows: Ithala Trade Centre 29 Canal Quay Road (for GPS 29 Signal Road) Point Waterfront Durban				
18	**COST OF BID PREPARATION**				

No.	Conditions	Confirmation			
		Yes	No	Noted	If no, indicate deviation
18.1	Bidders shall prepare and submit a bid at their own expense.				
19.	**SITE INSPECTIONS**				
19.1	IDFC reserves the right to carry out site inspections of bidders to establish suitability of properties, etc. to perform services effectively and efficiently				
20	**BID VALIDITY PERIOD**				
20.1	Bid will be valid for a period of 120 days				
20.2	The bidder must hold the tender offer(s) valid for acceptance by the employer at any time during the validity period stated in the tender data after the closing time stated in the tender data.				
20.3	If requested by the employer, the bidder must consider extending the validity period stated in the tender data for an agreed additional period.				
21	**ISSUE ADDENDA**				
21.1	If necessary, the employer may issue addenda that may amend or amplify the tender documents to each tenderer during the period from the date that tender documents are available until seven days before the tender closing time stated in the Tender Data. If, as a result a tenderer applies for an extension to the closing time stated in the Tender Data, the Employer may grant such extension and, shall then notify those tendering entities appearing on the attendance list.				
21.2	Tenderers must sign the attendance list in the name of the tendering entity. Addenda will be issued to and tenders will be received only from those tendering entities appearing on the attendance list				
21.3	The bidder must acknowledge receipt of addenda to the tender documents, which the employer may issue.				
22	**SUBMITTING OF FRAUDULENT DOCUMENTS**				
22.1	IDFC will disregard the bid of any bidder if that bidder or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.				
22.2	IDFC will list bidders/ directors in the list of restricted suppliers and they will not conduct any business with an organ of state.				

No.	Conditions	Confirmation			
		Yes	No	Noted	If no, indicate deviation
22.3	All documentation will be verified and bidders who have submitted fraudulent documentation will be disqualified from further evaluation and reported to the relevant authorities.				
23	**EVALUATION ON PRICE AND SPECIFIC GOALS**				
23.1	Price and specific goals evaluation will be performed on bidders who qualify for Stage 3.				
23.2	All prices submitted may be subject to negotiation.				
24	**ADJUDICATION OF BID**				
24.1	The Bid Adjudication Committee will consider the recommendations and make the final award.				
24.2	The bid shall be awarded at the sole and absolute discretion of IDFC. IDFC hereby represents that it is not obliged to award this bid to any bidder. IDFC is entitled to **retract** this bid at any time as from the date of issue. IDFC is not obliged to award this bid to the bidder that quotes the lowest.				
24.3	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 IDFC regarding this bid from the date the offer is submitted until the date of award of the bid.				
25	**Awarding of contract**				
25.1	IDFC reserves the right to award this bid in full or in part.				
26	**CONTRACT PERIOD**				
26.1	The contract will be for a period of twelve months from date of appointment.				
27	**SPECIAL CONDITION – Personnel assigned to the projects**				
27.1	All personnel assigned to the project must be those proposed in the RFP submission. Any substitution or change of resources requires prior approval from the IDFC.				

C.4 **SECTION M**

CERTIFICATE OF AUTHORITY TO SIGN A BID

The bidder must indicate the enterprise status by ticking the appropriate box hereunder.

(I) CLOSE CORPORATION	(II) COMPANIES	(III) SOLE PROPRIETOR	(IV) PARTNERSHIP	(V) CO-OPERATIVE	(VI) JOINT VENTURE / CONSORTIUM	
					Incorporated	
					Unincorporated	

I/We, the undersigned, being the Member(s) of Cooperative/ Sole Owner (Sole Proprietor)/ Close Corporation/ Partners (Partnership)/ Company (Representative) or Lead Partner (Joint Venture / Consortium), in the enterprise trading as:

.....

hereby authorise Mr/Mrs/Ms .....

acting in the capacity of .....

whose signature is .....

to sign all documents in connection with this bid and any contract resulting therefrom on behalf of the enterprise.

NAME	ADDRESS	SIGNATURE	DATE

(If the space provided is not enough, a separate list should be attached)

Note:

Members of the enterprise must complete this form in full according to the type of enterprise, authorising the signatory to sign all documents in connection with this bid and any contract resulting therefrom on behalf of the enterprise.

Note: In a case of a Sole proprietor, a director may appoint himself/herself if they will be the one signing all documents in connection with this bid and any contract resulting therefrom on behalf of the enterprise.

C.5 CERTIFICATE OF ATTENDANCE AT COMPULSORY 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: -

Description	**Date**	**Time**	**Venue**
Appointment of a service provider for the design and reconstruction (turnkey) of shop 3 at IIDFC Nongoma shopping centre, KwaZulu-Natal	26 August 2026	10:00	Nongoma Shopping Centre, 105 Main Street, Nongoma, KwaZulu Natal Meeting point is between shop 2A (Ithala Soc) and Bluff Meat Supply

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 Bidder's representative attending the meeting:

Name: ..... Signature: .....

Capacity: .....

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

Name: ..... Signature: .....

Capacity: ..... Date and Time: .....

C.6 PROCUREMENT TIMELINES

PROCUREMENT TIMELINE	DATE	TIME
RFP Release Date	15 AUGUST 2026	
Compulsory briefing session	26 AUGUST 2026	10:00
Written questions of clarification – closing date	28 AUGUST 2026	16h00
Written response to all clarifications	03 SEPTEMBER 2026	16h00
Service Provider Proposals Due	11 SEPTEMBER 2026	11h00

***Indicative dates**

C7. TERMS OF REFERENCE

1. PURPOSE

The purpose of this request for proposal (RFP) is to solicit service provider(s) for the design and reconstruction of shop 3 measuring approximately 518 m² at the IDFC Nongoma Shopping Centre in the KwaZulu-Natal Province, which was damaged due to fire. The RFP further aims streamline the procurement of construction services from the open market in order to fulfil IDFC strategic objectives of economic development and poverty alleviation among others, while maintaining transparency, fairness and equitability in the procurement process. The project must be implemented as a turnkey project.

2. BACKGROUND

IDFC's mandate is to plan, execute, finance and monitor the implementation of development projects and programs in KZN. This includes moving towards tighter financial management, procurement and implementing the project or programme, within SPECIFIED timelines

The **Ithala Development Finance Corporation Limited (IDFC)** is a public entity mandated to promote economic development and empowerment in the KwaZulu-Natal Province through the provision of financial and property solutions. As part of its property portfolio, IDFC owns and manages several commercial centres aimed at supporting local businesses and providing essential services to communities.

The Nongoma Shopping Centre is located in the Zululand District Municipality in KwaZulu-Natal, and services rural communities by accelerating regional economic growth and promoting job creation. This shopping Centre contributes to the social economic vision by continuing to work with both the public and private sectors to leverage its infrastructure base as a catalyst for development. The centre comprises various retail units designed to accommodate commercial operations. Shop 3, measuring approximately **518 m²**, forms part of the commercial retail space within the shopping centre and supports business activities that contribute to the local economy.

In line with its commitment to socio-economic recovery and infrastructure development, **IDFC intends to appoint a qualified service provider** (or consortium), for the **design and reconstruction of shop 3, measuring approximately 518 m² at the IDFC Nongoma Shopping Centre in the KwaZulu-Natal province**. This project will contribute to local economic regeneration, job creation, and enhanced community service delivery.

3. DESIGN PARAMETERS

Upon appointment, the service provider shall compile design work to involve development of designs for the reconstruction of **shop 3** at Nongoma Shopping Centre to meet the required industry compliant

standards and requirements for establishment of a shopping centre that services the local community. The service provided shall undertake the required planning, studies, investigations and assessments in consultation with the Project Steering Committee. Secondly, the construction shall ensure compliance with the relevant construction legal framework, construction best practices and statutory approvals.

N.B All design and construction works must ensure that the new structure matches the existing Nongoma Shopping Centre aesthetic. This includes consistency in building massing, facade treatment, materials, finishes, colours, roof profile, and architectural detailing, so that the new development integrates harmoniously with the existing shopping Centre.

Furthermore, the successful service provider shall deliver the project in the following stages:

3.1 STAGE 1 - 3 - DESIGN DEVELOPMENT (DETAILED DESIGN):

The professional team shall conduct assessment of existing structures, develop detailed designs in accordance with the scope and associated project requirements, plan the construction of the project, produce specifications, indicate any project variances, programme overview, confirm accommodation schedule and resolve issues for clarity and recommend project execution. The professional team leader shall liaise with the project steering committee during the preparation of documents to determine any other specific requirements that the committee may have in this regard and further prepare the Stage 3 report to be signed off by client.

3.2 STAGE 4 - DOCUMENTATION AND PROCUREMENT:

The key project personnel shall be invited to a meeting prior to the finalisation of the procurement documentation. All resolutions of the meeting shall be incorporated into the final contract documents. Detailed design drawings, shall be finalised, incorporating any comments of the project steering committee, service provider's programme shall be reviewed by client, and the baseline risk assessment shall be presented to the client. Once finalised, the Stage 4 report including all the construction information shall be presented for client sign-off prior to commencement with construction. The copy of the signed report shall be issued to the client by the service provider. The professional team leader shall prepare any further plans, designs and drawings (over and above the construction drawings), which may be necessary for the execution of the works. The professional team leader shall be responsible for providing the client with the required number of copies of plans and contractual documents for work execution purposes (both hard copy and on USB).

3.3 STAGE 5 - CONTRACT ADMINISTRATION AND INSPECTION:

Prepare construction documentation and arrange for the signing thereof. Administer and perform the duties and deliverables assigned to the professional team under the building contract. Provide the client with as-built drawings, compliance certificates, relevant technical data and guarantees from suppliers on completion of the works.

3.4 REBUILD PHASE

- Demolition of irreparable structures.
- Site preparation, civil and structural works.
- Construction and/or refurbishment of buildings and infrastructure.
- Installation of essential utilities (power, water, sanitation, ICT, etc.).
- Quality control, safety management, and project reporting.
- Environmental and social impact management.
- Handover and commissioning.

3.5 STAGE 6 - CLOSE OUT

The professional team leader shall submit as-built plans to IDFC in electronic format preferably, AutoCAD, and in pdf format as well as two complete set of paper prints. The Close-out information shall confirm compliance of all services such as ventilation systems, HVAC, Electrical, Lighting, Fire, production equipment, IT Infrastructure, and any other required equipment. These must be environmentally friendly and adopt smart building technology where possible.

Note: IDFC has a mandate to ensure all local contractors and service providers are provided an opportunity to perform works and services where they have the necessary skills or it can be developed. The successful bidder will be requested to work with the local contractors and service providers and only where the required skills are not available should contractors from outside the area be brought in albeit with the use of local labour.

4. PROJECT OBJECTIVES

I. The key objective is to procure the service provider to design and rebuild unit number 3 measuring approximately 518 m² at the Nongoma shopping centre which was damaged during a fire.

II. The overall objective is to acquire a turnkey solution for the purpose of designing and rebuilding the unit and procurement of the necessary equipment required for the operation of the unit.

III. Conduct a detailed assessment of the site and existing structures.

IV. The unit is in a state of readiness to undergo the rebuild process.

V. Furthermore, the reconstruction/rebuild process shall render the facility as a plug-and-play, to attract tenants to whom the unit will be rented.

VI. Provide a comprehensive architectural and engineering design.

VII. Project manage and execute the full rebuild of shop 3 at Nongoma Shopping Centre, ensuring modern, safe, and sustainable infrastructure aligned with community and commercial needs.

5. DELIVERABLES

5.1 Detailed Design Drawings and Specifications, As-Built Drawings and Maintenance Plan

5.2 Construction Programme and Milestones

5.3 Progress Reports (Monthly and Milestone-Based)

5.4 Final Completion Report

5.5 Handing over of rebuild structure

5 DURATION

The anticipated duration of the project is **12 months**, inclusive of design, approval, procurement of materials, construction, and handover phases.

The project team for establishment phase at a minimum must contain the following certified professionals:

RESOURCE	PROFESSIONAL REGISTRATION	FULL TIME/PART TIME	PROFESSIONAL INDEMNITY
DESIGN & CONSTRUCTION MONITORING RESOURCES			
Project Manager	South African Council for Project and Construction Management Profession	Full Time	Yes
Architect	South African Council for the Architectural Profession	Part Time	Yes
Quantity Surveyor	South African Council for the Quantity Surveying Profession.	Part time	Yes
Structural Engineer	Engineering Council of South Africa	Part time	Yes
Civil Engineer	Engineering Council of South Africa	Part time	Yes
Electrical Engineer	Engineering Council of South Africa	Part time	Yes
Mechanical Engineer	Engineering Council of South Africa	Part Time	Yes
Health and Safety Agent	South African Council for Project and Construction Management Profession.	Part Time	Yes
CONSTRUCTION/BUILDING WORKS KEY RESOURCES			

RESOURCE	PROFESSIONAL REGISTRATION	FULL TIME/PART TIME	PROFESSIONAL INDEMNITY
Construction Manager	Relevant NQF 6 & registration with SACPCMP. Relevant experience greater than 5 years.	Full Time	No
Site Foreman	Relevant NQF 6 / Equivalent and relevant experience greater than 5 years.	Full Time	No
Civil and Structural Site Supervisor	Relevant NQF 6 & Registration with ECSA. Relevant experience greater than 5 years.	Full Time	No
Mechanical Site Supervisor	Relevant NQF 6 & Registration with ECSA. Relevant experience greater than 5 years	Full Time	No
Electrical Site Supervisor	Relevant NQF 6 & Registration with ECSA. Relevant experience greater than 5 years	Full Time	No
Health and Safety Officer	Registered With SACPCMP and relevant experience greater than 5 years	Full Time	No

Kindly provide detailed CV's and copies of professional registration as well as valid professional indemnity cover for each professional discipline to the value of R 2 000 000.00 and above.

Kindly provide a detailed CV and qualification of all resources.

- All quotes to be approved within the approved project scope and budget

The awarded service provider will be required to produce proof of market related prices for all procurement carried out, where possible at least three (03) quotations must be obtained. Local contractors and suppliers must be given an opportunity participate in any procurement activities where possible.

C.8. EVALUATION PROCESS & CRITERIA

The evaluation shall be conducted in three (3) stages as follows

1. Administrative Compliance
2. Functionality Evaluation
3. Price and Specific Goals

STAGE ONE: ADMINISTRATION COMPLIANCE	**Yes**	**No**	**Noted**	**If no, indicate deviation**
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.				
Mandatory Requirements Bids will be considered compliant if the following documents have been submitted or condition met (whichever is applicable} • The bidder must be registered as a vendor on the National Treasury Central Supply Database (CSD), which can be found at https://secure.csd.gov.za/ in compliance with National Treasury compliance paragraph 4.2 with instruction note 4a of 2016/2017 • The bidder must be in good standing with SARS **prior** to the award of the bid. and such information will be verified through Central Supply Database or using SARS efiling pin, in compliance with National Treasury instruction note 9 of 2017/2018 •SBD 1 – A completed and duly signed Invitation to bid- A resolution letter **MUST** be attached as per the requirement of SBD 1. • SBD 4 - A completed and duly signed declaration of Interest. Should a conflict of interest not be declared or identified, the bid would be declared non- responsive. NB Bidder must ensure all pages are complete and all questions answered, you are to indicate not applicable (N/A) where appropriate. • Proof of compulsory site briefing attendance – signed attendance register • A valid CIDB Grading designation of 5GB or higher • COIDA – Valid Letter of good standing (Compensation for Occupational Injuries Disease Act)				
Failure to provide any mandatory information as requested above will result in the submission being deemed non-responsive.				

<u>STAGE TWO</u>: FUNCTIONALITY EVALUATION Responsive bids will be evaluated according to the criteria indicated on pages 26-28	-			
<u>STAGE THREE</u>: PRICE AND SPECIFIC GOALS Price evaluation will be performed on bidders who passed stage 1 and 2 above				
ADJUDICATION OF BID				
The quotation shall be awarded at the sole and absolute discretion of IDFC. IDFC hereby represents that it is not obliged to award this bid to any bidder. IDFC is entitled to **retract** this bid at any time as from the date of issue. IDFC is not obliged to award this bid to the bidder that bids the lowest.				
A bidder shall be disqualified from bidding if any attempt is made either directly to solicit and/or canvass anyinformation from any employee or agent of IDFC regarding this quotation from the date the offer is submitted until the date of award of the quotation.				

STAGE 2 - FUNCTIONALITY EVALUATION

THE QUALITY CRITERIA AND MAXIMUM SCORE IN RESPECT OF EACH OF THE CRITERIA ARE AS FOLLOWS:

All bids will be scored on functionality as below, bids that do not meet the minimum threshold value of 70 points will be considered non- responsive and will not be considered.

CRITERION	SUB CRITERION	Weight	Scores	Evidence
Project Plan	Project Plan: the bidder is required to demonstrate their ability to complete the project within 12 months after the finalising the award of the bid	35		The bidder is required to submit a detailed project plan preferably in Gant chart format clearly indicating project deliverables with clear timeframes. The project plan should include Stages 1 – 6 as indicated in page 20 – 21 in the bid document.
	Less than 12 months including all the minimum project milestones listed in the project plan submitted as evidence.		35	
	Between 12 and 15 months including all the minimum project milestones listed in the project plan submitted as evidence.		20	
	Between 15 and 20 months including all the minimum project milestones listed in the project plan submitted as evidence.		10	
	More than 20 months – No points will be allocated should the project plan exceed 20 months irrespective if any of the other minimum information is submitted as evidence		0	
Company Experience and/or previous projects	The bidder is required to demonstrate their relevant experience in the provision of turnkey services relating to design and build work, which is of a similar nature to that of the IDFC's requirement as stated in this bid document.	40	-	To score points bidders must submit signed appointment letters, signed practical completion certificate or signed final completion certificates, reference letters NB: Should the bidder not submit any of the required documents on a specific project, that specific project will not be considered. The documents must have a: - Full description of the project - Name of Employer / client and their representative contact details - Cost of the works - Date of practical completion and/ or final completion - Duration of the project and start date Only general building projects that will be considered Only relevant references for
	More than three references for projects of R10 million or more		40	
	Three (3) references for projects of R10 million or more		30	
	Less than three (3) references projects for projects of R10 million or more.		0	

CRITERION	SUB CRITERION	Weight	Scores	Evidence
				work done in terms of scope and size for design and build projects of R10 million or more will be considered IDFC reserves the right to authenticate the reference letters submitted
Company Resources	Company resources, qualification, and professional registration	25	-	**Minimum requirements (based in years of experience and certification)** **<u>Professional Team</u>:** • **Project Manager** registered with the SACPCMP and has at least 5 years' relevant experience • **Architect** registered with the SACAP and has at least 5 years' relevant experience • **Quantity Surveyor** registered with the SACQSP and has at least 5 years' relevant experience • **Electrical, Mechanical, Civil, and Structural Engineers** registered with ECSA and have at least 5 years' relevant experience • **Health and Safety Agent** registered with the SACPCMP and has at least 5 years' relevant experience **<u>Construction Team:</u>** • **Site Foreman** with NQF 6 and more than 5 years of relevant experience. • **Civil & Structural Site Supervisor** with NQF 6, registered with ECSA, and more than 5 years of relevant experience. • **Mechanical Site Supervisor** with NQF 6, registered with ECSA, and more than 5 years of
	Meet the minimum requirements (All required resources with relevant qualification and experience]		25	
	Partially meet minimum requirements [At least 3 required resources under the PSP and 3 resources under Construction with relevant qualification and experience]		15	
	Less than 3 required resources under the PSP or less than 3 required resources under Construction.		0	

CRITERION	SUB CRITERION	Weight	Scores	Evidence
				relevant experience • **Electrical Site Supervisor** with NQF 6, registered with ECSA, and more than 5 years of relevant experience • **Health and Safety Officer** registered with the SACPCMP and has at least 5 years' relevant experience
Total		**100**		
Bidders are required to obtain a minimum of 70 points to be considered for stage 3 of the evaluation process, Ithala Development Finance Corporation Limited reserves the right to validate all documentation submitted as evidence.				

STAGE 3 PRICE (80 points) AND SPECIFIC GOALS (20 points)

PROPOSED FEES

Pricing Schedule Final Summary (Detailed BOQ to be annexed to tender submission)

NAME OF BIDDER: .....

Description	Cost of completion 1	Professional Fees (percentage) 2	Professional Fees (Rand value) 3	Total Cost
DESIGN DEVELOPMENT				
RECONSTRUCTION OF THE FACILITY				
PROCUREMENT AND INSTALLATION OF AUXILIARY INFRASTRUCTURE				
DISBURSEMENTS (LIMITED TO 10% PER CLAIM)	N/A			
SUB TOTAL				
VAT				
TOTAL				

Notes: 1. Kindly indicated the cost to construct

2. Kindly indicate percentage of costs (professional fees)

3. Kindly indicate Rand value of costs (professional fees) IDFC reserves the right to negotiate all costs in compliance with approved budget. **The bidder shall submit the detailed BOQ with pricing schedule from which the above summary is drawn**.

Tenderers signature……

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

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

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

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to invitations to tender:

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2 To be completed by the organ of state

a) The applicable preference point system for this tender is the 80/20 or 90/10 preference point system.

b) The 80/20 preference point system will be applicable in this tender if the lowest/ highest acceptable is below R50 million.

c) The 90/10 preference point system will be applicable in this tender if the lowest acceptable tender is above R50 million.

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 regarding 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 **or** **90/10**

$$Ps = 80\left(1 - \frac{Pt - P\,min}{P\,min}\right) \quad \text{or} \quad Ps = 90\left(1 - \frac{Pt - P\,min}{P\,min}\right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

80/20 **or** **90/10**

$$Ps = 80\left(1 + \frac{Pt - P\,max}{P\,max}\right) \quad \text{or} \quad Ps = 90\left(1 + \frac{Pt - P\,max}{Pmax}\right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

(a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system: or

(b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system, then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

Table 1: Specific goals for the tender and points claimed are indicated per the table below.
Note to tenderers: The tenderer must indicate how they claim points for each preference point system.

Specific goals allocated points in terms of this tender			
PRICE – 80 points			
SPECIFIC GOALS – 20 points			
Specific goals	**Points for Specific Goal target**	**Proof / Evidence to be submitted by the tenderer**	**Points claimed by bidder (Max total of 20)**
≥51%Black Ownership	5	CSD, CIPC registration	
≥33%Women Ownership	5	CSD, CIPC registration	
≥33%Youth Ownership	5	CSD, CIPC registration - Youth is defined as person under the age of 35	
≥25% Persons with disability Ownership	5	CSD report support by Certificate of disability issued by a medical practitioner.	
TOTAL POINTS	**20**		

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm…….

4.4. Company registration number: ……...

4.5. TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
- ☐ One-person business/sole propriety
- ☐ Close corporation
- ☐ Public Company
- ☐ Personal Liability Company
- ☐ (Pty) Limited
- ☐ Non-Profit Company
- ☐ State Owned Company

[TICK APPLICABLE BOX]

4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that

i) The information furnished is true and correct.

ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form.

iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct.

iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –

(a) disqualify the person from the tendering process.

(b) recover costs, losses or damages it has incurred or suffered because of that person's conduct.

(c) cancel the contract and claim any damages which it has suffered because 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: .....

.....

.....

.....

C.10 TAX CLEARANCE REQUIREMENT

IT IS A CONDITION OF BIDDING THAT

- The taxes of the successful bidder must be in order, 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.11 SBD 4 - BIDDER'S DISCLOSURE

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

1.1 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, 1996 (Constitution), and further expressed in the various applicable legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.

1.2 If a person is 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. DECLARATION ON EMPLOYMENT BY ORGAN OF STATE

2.1 Is the bidder, or any of the directors / trustees / shareholders / members / partners of the bidder employed by an organ of state, as defined in section 239 of the Constitution? **YES/NO**

2.2 If YES, furnish particulars of the names, individual identity numbers, in the table below:

Full Name	Identity Number	Name of organ of state

2.3 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution? **YES/NO**

2.3.1 If so, furnish particulars:

……
……

2.4 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**

2.4.1 If so, indicate all companies registered in the CSD in the table below:

Supplier registration number (MAAA)	Status (active/inactive/deleted)

Failure to disclose all CSD-registered active companies linked to all Directors will lead to disqualification**.**

3 GENERAL DECLARATION

I, ……....., the undersigned, in submitting the accompanying bid, do hereby make the following statements that I certify to be true and complete in every respect:

3.1 I have read and I understand the contents of this disclosure.

3.2 I understand that the accompanying bid will be disqualified if this disclosure is found to be false.

3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor.

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.

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

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

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

I CERTIFY THAT THE ABOVE IS CORRECT.

i. I ACCEPT THAT THE PROCURING INSTITUTION MAY REJECT THE BID OR TAKE APPROPRIATE ACTION AGAINST ME IF THIS DECLARATION IS FALSE.

…… ……
Signature Date

…… ……...
Designation Name of bidder

C.12 CONTRACT FORM - RENDERING OF SERVICES

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

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

1. I hereby undertake to render services described in the attached bidding documents to (name of the institution) ……. in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number…….. at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid .

2. The following documents shall be deemed to form and be read and construed as part of this agreement:

   (i) Bidding documents, *viz*
   - Invitation to bid;
   - Tax clearance certificate;
   - Pricing schedule(s);
   - Filled in task directive/proposal;
   - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
   - Declaration of interest;
   - Special Conditions of Contract;

   (ii) General Conditions of Contract; and
   (iii) Other (specify)

3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.

4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.

5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.

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

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES

1 …….

2 …….

DATE: ……..

CONTRACT FORM - RENDERING OF SERVICES

PART 2 (TO BE FILLED IN BY THE PURCHASER)

1. I……. in my capacity as……..…….. accept your bid under reference number ……dated……for the rendering of services indicated hereunder and/or further specified in the annexure(s).

2. An official order indicating service delivery instructions is forthcoming.

3. I undertake to make payment for the services rendered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice.

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

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

SIGNED AT ……ON……..

NAME (PRINT)
…….

SIGNATURE
……

OFFICIAL STAMP

WITNESSES

1 .....

2 .....

DATE: ……..

C.13 DEVIATIONS FROM THE REQUEST FOR PROPOSAL

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

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

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

PAGE NUMBER	CLAUSE NUMBER	DEVIATION

_____

SIGNATURE OF BIDDER

_____

DATE