



RFP12/26

APPOINTMENT OF A SUITABLY QUALIFIED AND EXPERIENCED SERVICE PROVIDER WITHIN THE BAKERY INDUSTRY TO ESTABLISH, OPERATE AND PROVIDE TECHNICAL AND ADVISORY SERVICES TO THE ETHEKWINI BAKERY FACILITY FOR THE PERIOD OF THIRTY-SIX (36) MONTHS.

CLOSING DATE: 18 AUGUST 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 ("Ithala"))

BID NUMBER: **RFP12/26**

CLOSING DATE: **18 AUGUST 2026**

TIME: **11:00 am**

DESCRIPTION: **APPOINTMENT OF A SUITABLY QUALIFIED AND EXPERIENCED SERVICE PROVIDER WITHIN THE BAKERY INDUSTRY TO ESTABLISH, OPERATE AND PROVIDE TECHNICAL AND ADVISORY SERVICES TO THE ETHEKWINI BAKERY FACILITY FOR THE PERIOD OF THIRTY-SIX (36) MONTHS.**

COMPULSORY
BRIEFING SESSION

☒ **Yes**

☐ **No**

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

DATE	04 AUGUST 2026 @10:00
VENUE	127 Johanes Nkosi Street, Seda Building, Durban,4000
EQUIRIES	031 907 8911 / tenders@ithala.co.za

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C.1 TENDER NOTICE AND INVITATION TO TENDER

APPOINTMENT OF A SUITABLY QUALIFIED AND EXPERIENCED SERVICE PROVIDER WITHIN THE BAKERY INDUSTRY TO ESTABLISH, OPERATE AND PROVIDE TECHNICAL AND ADVISORY SERVICES TO THE ETHEKWINI BAKERY FACILITY FOR THE PERIOD OF THIRTY-SIX (36) MONTHS.

COLLECTION OF BID DOCUMENTS

The bid documents will be obtained online from the Ithala 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 (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 **18 AUGUST 2026 at 11:00**

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

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

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

Tenders may only be submitted on the original tender documentation that is issued by Ithala written in black ink. 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:	RFP12/26	CLOSING DATE:	18 AUGUST 2026	CLOSING TIME:	11am
DESCRIPTION	APPOINTMENT OF A SUITABLY QUALIFIED AND EXPERIENCED SERVICE PROVIDER WITHIN THE BAKERY INDUSTRY TO ESTABLISH, OPERATE AND PROVIDE TECHNICAL AND ADVISORY SERVICES TO THE ETHEKWINI BAKERY FACILITY FOR THE PERIOD OF THIRTY-SIX (36) MONTHS				
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
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
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]	
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.

	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 will be the only contract 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	Yes	No	Noted	If no, indicate deviation
5.1	Copyright of all documentation relating to this assignment belongs to IDFC. The successful bidders				

	may not disclose any information, documentation or products to other clients without the written approval of the accounting authority or the delegate.				
5.2	All the intellectual property rights arising from the execution of this Agreement shall vest in 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	Yes	No	Noted	If no, indicate deviation
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: 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	Yes	No	Noted	If no, indicate deviation
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				

	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	Yes	No	Noted	If no, indicate deviation
	Bidders must complete C3. Indicating compliance/non-compliance or noted. In case of non-compliance details and referencing to the specific paragraph is required.				
14.4	PART 4: SARS TAX STATUS				
	The bidder must be in compliance with SARS and such information will be verified with Central Supplier Database (CSD). In case of a consortium/ joint venture, or where sub-contractors are utilised, each consortium/ joint venture member and/or sub- contractor (individual) <u>must</u> be in compliance with SARS and the information will be verified on Central Supplier Database (CSD).				
14. 5	PART 5: CERTIFICATE OF AUTHORITY TO SIGN A BID AND DECLARATION OF INTEREST				

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	Yes	No	Noted	If no, indicate deviation
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.				

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).				
14.11.2	IDFC reserves the right to request the preferred bidder to register for VAT if the award is anticipated to be in excess of a total of R2.3m for 12 consecutive months as per the requirements of the VAT Act.				
15	PRESENTATIONS – N/A				
15.1	Ithala reserves the right to invite bidders for presentations before the award of the bid.				
15.2	Presentation may affect the points awarded for functionality.				
16	NEGOTIATION	Yes	No	Noted	If no, indicate deviation
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 <i>domicilium citandi et executandi</i> for all purposes of and in connection with the final contract as follows: Ithala Trade Centre 29 Canal Quay Road (for GPS 29 Signal Road) Point Waterfront Durban				
18	COST OF BID PREPARATION				
18.1	Bidders shall prepare and submit a bid at their own expense.				

19.	SITE INSPECTIONS				
19.1	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	Yes	No	Noted	If no, indicate deviation
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.				
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	<u>EVALUATION ON PRICE AND SPECIFIC GOALS</u>	Yes	No	Noted	If no, indicate deviation
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 Ithala. 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 36 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
AUTHORITY TO SIGN A BID**

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

(I) CLOSE CORPORATI ON	(II) COMPANIES	(III) SOLE PROPRIETO R	(IV) PARTNERS HIP	(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 suitably qualified and experienced service provider within the bakery industry to establish, operate and provide technical and advisory services to the eThekweni bakery facility for the period of thirty-six (36) months.	04 August 2026	10:00	127 Johanes Nkosi Street, Seda Building, Durban, 4000

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	23 JULY 2026	
Compulsory briefing session	04 AUGUST 2026	10:00
Written questions of clarification – closing date	06 AUGUST 2026	16h00
Written response to all clarifications	11 AUGUST 2026	16h00
Service Provider Proposals Due	18 AUGUST 2026	11h00

***Indicative dates**

C7. TERMS OF REFERENCE

1. PURPOSE

The purpose of this Request for Proposal (RFP) is to appoint a suitably qualified and experienced service provider within the bakery industry to establish, operate and provide technical and advisory services to the eThekweni bakery facility for a period of thirty-six (36) months.

The appointed service provider will be responsible for supporting the setup and operationalisation of the facility to ensure sustainable bakery operations, skills transfer, Micro, Small, and Medium Enterprises (MSMEs) and Cooperative development, and participation in local markets.

2. BACKGROUND

- 2.1. The Department of Economic Development, Tourism and Environmental Affairs (EDTEA), through its Implementing Agent, Ithala Development Finance Corporation (IDFC), is at an advanced stage of setting up the bakery incubator facility.
- 2.2. The facility will serve as a practical training facility for the recruited learners over a defined period of time in line with the relevant training frameworks and governance structures.
- 2.3. It is the intention of the Department that this facility will eventually support cooperatives and MSMEs operating in the bakery industry with access to market, business advisory, product development and business development backed up by bakery technical training across the province.
- 2.4. The service provider must ensure that the facility complies with SABS standards, municipal by-laws, legislation, waste management, disposal and all other applicable health and safety compliance requirements.
- 2.5. Primarily, the program targets MSMEs and Cooperatives, providing them with resources and guidance to establish and grow their bakery businesses prior to full operations, a comprehensive business plan must be developed to guide implementation, sustainability, and monitoring of the initiative.

The shared facility has been equipped with industrial-grade bakery machinery and all other tools required for baking. The facility serves as a production hub, training center, and collaborative shared space for emerging and established bakers.

3. PROJECT OBJECTIVES

- 3.1. IDFC invites qualified service providers to submit proposals to conduct a comprehensive assessment of current operational and non-operational enterprises operating in the bakery

manufacturing sector.

3.2.1. The overall objective is to acquire a service provider who will advise on how the bakery incubator will meet the required standards and requirements to be a Quality Council for Trades and Occupations (QCTO) accredited bakery training centre and QCTO assessment centre. Ultimately the key objective is to develop a bakery incubator in the province that will be sustainable and ready and able to fairly compete in the open market

3.2.2. Assess capacity and skills gaps for the identified enterprises operating within the baking and confectionery sub-sector in KwaZulu-Natal operating in various districts.

3.2.3. Conduct a detailed needs assessment of capacity constraints in the local baking and confectionery sub-sector.

3.2.4. Identify gaps and needs in production skills, technology use, operational efficiency, and compliance standards.

3.2.5. Design and implement targeted capacity building programmes including technical training, lean manufacturing practices, and business development support.

3.2.2.1 Develop and implement targeted capacity building programmes to improve productivity and competitiveness.

3.2.2.2 Facilitate knowledge transfer and embedded sustainable skills development within the enterprise.

3.2.6. Provide measurable productivity improvement frameworks for participating manufacturers.

3.2.7. Improve market access, compliance with quality standards, and operational resilience.

3.2.8. Support transformation goals aligned with provincial economic development strategies.

3.2.9. To improve local enterprise development, job creation, and sector sustainability.

3.2.10. To facilitate access to finance.

4.SCOPE OF WORK

KwaZulu-Natal Department of Economic Development, Tourism and Environmental Affairs (EDTEA), through its implementing agent, Ithala Development Finance Corporation (IDFC), is leading the establishment of Industrial Economic Hubs across the province. One such initiative is the Shared Bakery Production Facility, located in 29 Johannes Nkosi Street Durban in the eThekweni Municipality.

The scope of work forms part of a strategic program to drive regional industrialization, enterprise development, and job creation by leveraging the district's competitive advantage in baking and

manufacturing. The facility has been equipped with industrial-grade machinery and is designed to serve as a shared production hub, training center, and business incubator for MSMEs and Cooperatives in the sector. The successful service provider shall deliver the project in the following stages:

4.1. The scope of work includes but is not limited to:

- 4.1.1. Adherence to Bakery and Laboratory Procedure Manual:** The operator will be required to adhere to bakery manufacturing and laboratory procedure manuals in respect of Quality Management, Environmental Health and Safety, Material Handling and Storage, Manufacturing, Formulation conversions and Booking management. The service provider must develop and ensure Standard Operating Procedures on the handling and storage of material, including manufacturing, formulation conversions and booking management.
- 4.1.2. Recruitment and onboarding of MSMEs and Cooperatives to incubation process:** The newly renovated facility will be used by MSMEs and Cooperatives. The service provider will need to recruit and onboard MSMEs and Cooperatives into the incubation programme in coordination with the client and continue with the incubation programme for MSMEs and Cooperatives already recruited into the programme. The following are the targeted beneficiary numbers per district over the 36-month period:

District	Suggested MSMEs and Cooperatives per Year	Active MSMEs and Cooperatives Supported Monthly
eThekweni Metro	40	25–30
King Cetshwayo	20	12–15
iLembe	20	12–15
Ugu	15	10
Umgungundlovu	20	12–15
Harry Gwala	15	8–10
uMzinyathi	15	8–10
Zululand	15	8–10
Amajuba	15	8–10
uMkhanyakude	15	8–10
uThukela	15	8–10
Total Annual Intake	Approximately 205 MSMEs and Cooperatives per annum	
Total Over 36 Months	Approximately 600–650 MSMEs and Cooperatives supported	

4.1.3. **Capacitating the bakery incubator with resources:** The Service Provider is required to capacitate the facility with the resources that might be needed. This will also include the management of raw materials in the facility.

4.1.4. **Training of MSMEs and Cooperatives:** The recruited MSMEs and Cooperatives will have to be trained in the following defined areas:

- **Bakery Manufacturing** – this is technical training on how to mix raw materials to come up with a finished product. The training is to be conducted by qualified personnel.
- **Financial Management** – to ensure that they are able to manage the finances of the business,
- **Pricing** – important to know how to price products correctly so that the MSMEs and Cooperative does not make losses,
- **Packaging and labelling** – to ensure that they use the correct packaging for their product as well as using correct labels. This is critical when their products are tested by SABS. The label is one of the determining factors whether the product passes or fails.
- **Marketing and Sales** – It is important for MSMEs and Cooperatives to know which platforms to use to market their products effectively. They are also trained in how to sell their products,
- **Quality Assurance** – to teach the MSMEs and Cooperatives on the importance of following processes and procedures to ensure that the quality of their products is consistent.

4.1.5. **Interim project monitoring:** Provide support and related services to the certification and graduation ceremony of learners who completed the programme.

5. ACCREDITATION

- A valid **FoodBev SETA Accreditation:** This is one of the most important requirements if the service provider will conduct formal training or skills development in the food and beverage sector
- Registered facilitators/assessors/moderators with FoodBev SETA
 - FoodBev SETA accreditation or accreditation by a Quality Council for Trades and Occupations (QCTO) of food and beverage.
 - Food safety and hygiene certification (HACCP/GMP/R638 compliance)
 - Compliance with applicable health and safety regulations

6. DELIVERABLES

- 6.1. Recruitment and onboarding of learners where applicable, depending on funding from SETAS.
- 6.2. Recruitment and onboarding of MSMEs and Cooperatives to the incubation process.
- 6.3. Management of the certification and graduation of learners as well as MSMEs and Cooperatives.
- 6.4. Capacitating the bakery incubator with resources and raw material, including the procurement of various operational items, as and when required.

6.5. Interim project monitoring report with monthly and quarterly reporting.

6.6 Close Out Report

7. TIMEFRAMES

The project will be implemented over a period of 36 months from the date of appointment.

8. PROPOSAL REQUIREMENTS

- Proposals must be clear and concise, comprehensive and directly address the specifics of the proposed scope. The service provider will, in combination with their capability descriptions and resource resumes, demonstrate their experience in providing similar services on prior work by providing references from other clients.
- The Technical Proposal must consist of the following:
 - References for completion of works:
 - You are required to provide three (03) client reference letters
 - Indicative Programme
 - Approach and Methodology
- Proposals must include:
 - Proposal detailing methodology.
 - Proposed implementation plan.
 - Team qualifications and organogram.
 - Financial proposal with a detailed / itemised budget.
 - Evidence of experience in capacity building.

Note: Bidders must provide a document that clearly stipulates the bidder has rendered more than one service and further states the services rendered for each of the stipulated services, as per 4.1 above.

9. KEY COMPETENCIES

The Service Provider will be required to have experience in the following (evidence):

- Operating the Bakery Incubator with a bakery incubation program.
- Accreditation for bakery training program.
- Accreditation in in-house Facilitators, Accessors and Moderators.
- Food Technology experience to assist with product development, preservation and packaging for MSMEs and Cooperatives products (Access to Market).
- In-house Food Testing Laboratory making product testing accessible to all MSMEs and Cooperatives

- Nutritional analysis and shelf-life testing. Problem-solving by adding preservatives and stabilisers.

Key personnel must demonstrate industry experience by providing CVs and qualifications.

RESOURCES REQUIRED FOR THE PROJECT

Facility project lead/center manager	1 Resource
Bakery Manager	1 Resource
Bakery Trainer	1 Resource
Food Technologist	X 1
Sales and Marketing	X1
Admin Support	X 2
General Assistant	X 1

Kindly provide a detailed CV and qualifications of all resources.

C8. 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

<u>STAGE ONE: ADMINISTRATION COMPLIANCE</u>	Yes	No	Noted	If no, indicate deviation
<i>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.</i> 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 e-filing pin, in compliance with National Treasury instruction note 9 of 2017/2018 • SBD 1 – A completed and duly signed Invitation to bid- A resolution letter MUST be attached as per the requirement of SBD 1. • SBD 4 - A completed and duly signed declaration of Interest. Should a conflict of interest not be declared or identified, the bid would be declared non-responsive. NB Bidder must ensure all pages are complete and all questions answered, you are to indicate not applicable (N/A) where appropriate. • Proof of compulsory site briefing attendance – Signed attendance register • Valid FoodBev SETA accreditation or accreditation by a Quality Council for Trades and Occupations (QCTO) of food and beverage. • Valid Food safety and hygiene certification (HACCP/GMP/R638 Compliance) Failure to provide any mandatory information as requested above will result in the submission being deemed non-responsive.				

<u>STAGE TWO: FUNCTIONALITY EVALUATION</u> Responsive bids will be evaluated according to the criteria indicated on pages 27-30				
<u>STAGE THREE: PRICE AND SPECIFIC GOALS</u> Price evaluation will be performed on bidders who passed stage 1 and 2 above				
ADJUDICATION OF BID				
The bid shall be awarded at the sole and absolute discretion of Ithala. 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 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.				

STAGE TWO: 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	Score	Evidence
Methodology	The bidder is required to demonstrate their ability to deliver work as outlined in the scope of work.	30		Detailed methodology on maintenance and operation of the facilities
	A detailed methodology covering all aspects in terms of the scope of work.		30	
	A detailed methodology covering at least four aspects in terms of the scope of work.		15	
	No detailed methodology or methodology covering less than four aspects of the scope of work.		0	
Company Experience and current/ previous projects	Experience of the company in the execution, management, and operation of projects of a similar nature, specifically within the bakery, food production, manufacturing, training, or MSMEs and Cooperatives development sectors.)	30		Reference letters should be on the company letterhead and include the following - Name of the client - Description of the project - Contract duration/period - Project value - Contact details of the referee
	More than three references for projects executed of a similar nature		30	
	Three (3) references for projects executed of a similar nature		15	
	Less than three (3) references for projects executed of a similar nature		0	IDFC reserves the right to verify all reference letters
	Company resources, qualifications, and professional registration	40		
	Operations: 1. Facility Centre Manager Post graduate degree/ Diploma in Business Administration or equivalent and minimum 5 years management experience in MSME and Cooperative development No Post graduate degree/ Diploma in Business Administration or equivalent, or less than 5 years' experience in MSME and Cooperative development			
Company resources, qualifications, and professional registration			10	Minimum requirements (based on years of experience)
			0	Detailed CV and certified copies of qualifications and accreditation certificates (where applicable) must be provided for each resource

	2. Bakery Trainer Baking or Culinary Arts degree/ Diploma, Accredited as a facilitator with FoodBev Seta with 3 years or more experience as a Head baker, Pastry chef or related industry experience.		10	
	No Baking or Culinary Arts degree/ Diploma, or no Accreditation as a facilitator with FoodBev Seta or less than 3 years of experience as a Head baker, Pastry chef or related industry experience		0	
	3. Bakery Manager Degree or Diploma in Hospitality Management, Business Administration or Culinary Arts, with 03 years or more of Bakery Management experience		10	
	No Degree or Diploma in Hospitality Management, Business Administration or Culinary Arts, or less than 03 years of Bakery Management experience		0	
	4. Food Technologist Diploma/equivalent in Food Technology with 03 years or more experience in food technology position		10	
	No Diploma/equivalent in Food Technology with less than 03 years experience in food technology position		0	

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 reserves the right to validate all documentation submitted as evidence.	

Note: THE BIDDER MUST SUBMIT THE CERTIFIED COPY/IES OF QUALIFICATION(S) and CVs FOR THE RESOURCES. FAILURE TO SUBMIT WILL RESULT IN THE INFORMATION NOT BEING CONSIDERED FOR EVALUATION.

TABLE 2: Bidders' resources

Bidder must complete the table below for the resources that will be evaluated:

NO	RESOURCE	NAME OF BIDDER'S ALLOCATED RESOURCE	NUMBER OF YEARS OF EXPERIENCE <i>(Kindly indicate years of specific experience of the resource</i>	IS THE DETAILED CV AND CERTIFIED QUALIFICATION/S ATTACHED?
1	Facility project lead/ centre manager			
2	Bakery Manager			
3	Bakery Trainer			
4	Food Technologist			

STAGE THREE: PRICE (80 points) AND SPECIFIC GOALS (20 points)

PRICING SCHEDULE AND FINAL SUMMARY

PROPOSED FEES FOR MAINTENANCE AND OPERATION

DESCRIPTION	YEAR 01: AMOUNT	YEAR 02: AMOUNT	YEAR 03 AMOUNT	TOTAL FOR 3 YEARS
SHARED ETHEKWINI BAKERY INCUBATION FACILITY IN THE KWA-ZULU NATAL PROVINCE				
SUB TOTAL				
VAT (15%)				
TOTAL				

NB

- Pricing should exclude municipal bills and rental

Tenderer's 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:

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

Where

P_s = Points scored for price of tender under consideration

P_t = Price of tender under consideration

P_{min} = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

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

Where

P_s = Points scored for price of tender under consideration

P_t = Price of tender under consideration

P_{max} = 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 or BBBEE certificate	
≥33%Women Ownership	5	CSD, CIPC registration or BBBEE certificate	
≥33%Youth Ownership	5	CSD, CIPC registration OR BBBEE certificate - 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:	
	
	

C10. 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).

C11. SBD 4 - BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

YES/NO

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

Full Name	Identity Number	Name of State institution

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

2.2.1. If so, furnish particulars:

.....
.....

¹ the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise.

2.3. Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract? YES/NO

2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

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

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

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

3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.

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 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.

3.5 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.

3.6 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

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.

business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT. I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

..... Signature	 Date
..... Position	 Name of bid der

C12. CONTRACT FORM - RENDERING OF SERVICES

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

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

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

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES

1

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

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

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

SIGNED ATON.....

NAME (PRINT)

.....

SIGNATURE

.....

OFFICIAL STAMP

WITNESSES

1

2

DATE:

C13. 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