



INDEPENDENT DEVELOPMENT TRUST

KWAZULU-NATAL PROVINCE

FRAMEWORK CONTRACT

**FRAMEWORK CONTRACT FOR THE SUPPLY OF NEW MOBILE CLASSROOM
UNITS/OFFICE, MOBILE SOUP KITCHENS AND RELOCATION OF MOBILE
CLASSROOMS/OFFICE & SOUP KITCHEN UNITS IN KWAZULU NATAL PROVINCE
FOR A PERIOD OF 36 MONTHS**

TENDER NO: IDT-KN-RFQ-24-001

CLOSING DATE: 6 MARCH 2024

PREPARED BY:

INDEPENDENT DEVELOPMENT TRUST (IDT)

IDT KZN Office
04th Floor The Marine Building
22 Dorothy Nyembe Street
Durban (CBD)

BIDDER'S DETAILS	INFORMATION
Company Name	
Contact number	
Email address	
CSD number	
Company Physical address	

1. BACKGROUND

1.1 IDT AS AN ENTITY

The Independent Development Trust (*hereinafter referred to as IDT*) is a Schedule 2 Public Entity governed by applicable legislative frameworks and a Deed of Trust. The organization is accountable to Parliament through the Minister of Public Works who is the Executive Authority.

The mandate of the IDT is to support and add value to the developmental agenda of government as indicated in the mission statement; “The IDT manages and delivers Integrated Social Infrastructure Programs on behalf of Government”.

In pursuit of this mandate, the IDT primarily operates as a strategic partner in the management, integration and implementation of certain government development programs.

The IDT has representation in all the provinces and is organized on the basis of regional offices. These offices have the authority to call for bids, conduct evaluation of bids and make recommendations to the Bid Adjudication Committee (MBAC) for award of bids.

2. PURPOSE OF THIS FRAMEWORK CONTRACT

The IDT as a government implementing agent is required on as and when required basis to provide temporary infrastructure intervention programs in cases of emergency which includes supply of new mobile classroom/office units, mobile soup kitchens and relocation of mobile classrooms/office & soup kitchen units relocation and supply of new mobile classrooms including repairs and maintenance in schools.

These request mostly, they come on urgent basis making it impossible for the Supply Chain Management to allow the SCM process to take place due to the limited time available. The IDT through this process will appoint qualified and experienced suppliers/ service providers for a period of 36 months. All qualified service providers/ suppliers will be approved on this framework contract based on successful mandatory evaluation, functionality evaluation and price & preferential goals points. The IDT will evaluate bidders using mandatory, functionality method in order to ensure that only qualified and experienced service providers are approved in order to be able to deliver on time while providing quality work at a reasonable market related amount.

The appointed service provider/suppliers will be required to carry out work on behalf of IDT on the following categories:

- **Category 1:** Supply of New Mobile Classrooms/ office
- **Category 2:** Supply of new mobile soup kitchens with specified fittings based on client’s specifications

- **Category 3:** Remove, transport and relocate existing mobile classroom/ office units from one location to another and repairs and maintenance, service providers may be required to repair and maintain the mobile classroom after relocation.

Appointed service providers are also responsible for making conditional assessments when they are appointed to carry out mobile classroom relocation and advise IDT if additional work will be needed over than above the issued purchase order. In the event that a service provider relocates a mobile classroom unit that is not in a useable state, IDT will not make the payment to the service provider.

The IDT will appoint service providers based on offered price per unit and may at any point in time set fixed rates for both supply and relocation of mobile classroom in order to ensure fair and reasonable amount is paid in exchange of the work done or delivered. Service providers will be compelled to apply those rates in order to continue to do business with the IDT.

IDT will enter in to price negotiations with bidders who obtained minimum qualifying functionality criteria but who are above market related price per unit as determined by IDT market analysis outcome. Bidders who will not able to accept negotiated rates by the IDT will not be appointed to the framework contract.

3. SCOPE OVERVIEW

- 3.1 This document calls experienced and qualified bidders to submit their bid proposals for supply of new mobile classroom/Office units, mobile soup kitchens and relocation of mobile classrooms/Office & soup kitchen units for the period of three (3) years based on pre-approved rates:

3.1.1 Category 1: Supply of New Mobile Classrooms/ office

3.1.2 Category 2: Supply of new mobile soup kitchens with specified fittings based on client's specifications

3.1.3 Category 3: Remove, transport and relocate existing mobile classroom/ office units from one location to another and repairs and maintenance, service providers may be required to repair and maintain the mobile classroom after relocation.

4. SCOPE DESCRIPTION

4.1 SCOPE FOR SUPPLY OF NEW MOBILE CLASSROOM/OFFICE

The appointed service providers will be responsible supply and installation of mobile classroom/office as follows:

- Prepare; Clear and Level the new site to ensure structural stability for the Unit
- **ERECTION OF BUILDING**
 - Steel chassis galvanised 3.5m x 7m
 - Roof beams (150mm x 50mm) 9m
 - Concrete blocks 400mm x 400mm x 60mm
 - Tripod stand
 - Timber 38mm x 114mm (3600mm) sub-frame
 - Timber 38mm x 114mm (6000mm) sub-frame
 - Shutter board 1220mm x 2440mm x 18mm
- **FLOORING:** Vinyl floor sqm 2mm - 2.5mm
- **INSULATED PANELS**
 - 40mm insulated panel
 - 2400 High
 - 2600 High
- **ROOF**
 - Roof panel 3650 x 1165 x 40 mm
 - Ridge capping (galvanized)
- **ELECTRICAL**
 - DB chint complete 8-way surface
 - LED tube Synerji 4ft 20w
 - NUR 4x4 double complete (Plug socket)
 - NUR 4x2 2 lever switch complete
- **STEPS**
 - Steps 2-3 tier galvanized With hand rail
- **VERANDA**
 - Lipped channel galvanised 75mm x 50mm (9m) Veranda beam
 - Round tubing galvanised 50mm x 3.4m
 - IBR sheeting 1500mm
- **GUTTERS**
 - D-Shaped Gutters Brackets
- **CHALK AND PINNING BOARDS**
 - Pinboard 1200mm x 2400mm blue
 - Chalkboard 1200mm x 2400mm
- **WINDOWS**
 - Window 900mm x 900mm
 - Window 900mm x 1200mm
- **CERTIFICATE**
 - Engineers Certificate
 - Electrical SOC

Soil Compacting
Soil Poisoning

4.2. SUPPLY AND INSTALLATION OF NEW MOBILE NSNP KITCHEN

- **CONTAINER**

Steel Container 2,4m x 6m
Prime and Paint
Windows 900 x 900mm (Steel / Aluminium)
Galvanized Roller Shutter Door 1000mm x 2000mm
Steel Door 820 x 2030mm
Steel Security Gate
Whirly Birds

- **INTERNAL INSULATION**

Insulated Wall Panels
Insulated Roof Panels
Aluminium Extrusions
Internal Components
3 Tier Shelving 2400mm Long x 1800mm High x 550mm Wide
Tables with Shelves 1800mm Long x 1000mm High x 550mm Wide
3 Burner Boiling Table (Stove)

- **EXTERIOR WORKS**

Galvanized Gas Bottle Cage 400mm x 400mm x 1400mm
18Kg Gas Cylinder
Galvanized Air Vents
Veranda 1500mm x 6000mm
Soakaway Pit
Concrete Wash Trough
Electrical
Plumbing
Earthworks
Transport

4.3. RELOCATION OF MOBILE CLASSROOM/OFFICE UNIT AND REPAIRS AND MAINTENANCE

- Assessment of the Mobile Classroom Unit to be re-located
- Dis-mantle the Mobile Classroom Unit and relocate
- Transport the Mobile Classroom Units to the following Schools and assembling

5. STAGE 1: ELIGIBLE MANDATORY REQUIREMENTS

Failure to submit one of the mandatory requirements listed below shall result in the bid being non-responsive and shall be disqualified:

Tenderers must meet the following mandatory requirements in order to be considered for this bid:

- 5.1. Proof of National Treasury Central Supplier Database (CSD) registration. Bidder will be required to have compliant status at the time of appointment.
- 5.2. Compensation for Occupational Injuries and Diseases Act (COIDA Certificate) Or the Federated Employers Mutual (FEM Certificate) or Rand Mutual Assurance (RAM certificate).
- 5.3. Fully signed and Completed all Standard Bid Documents (SBD) forms (SBD 1; 4; 6.1 and 7.1)
- 5.4. Completion of form of offer in the tender document in full
- 5.5. Completion of Bills of Quantities in full.

- 5.6. Copy of the Joint venture agreement signed by both parties (where applicable).
- 5.7. Signed authority to sign on behalf of the bidding entity (i.e. Signed by the company director).
- 5.8. Proof of existing manufacturing facility and warehouse accompanied by physical address with lease or ownership agreement in place for a manufacturing site. **(IDT may conduct site inspection on all shortlisted bidders as part of due diligent and evaluation process)**
- 5.9. Proof of ownership or lease of panel manufacturing equipment and machines. **(IDT may conduct site inspection on all shortlisted bidders as part of due diligent and evaluation process)**
- 5.10. No more than one bidder may not use/share same facility and plant mentioned under 5,8 and 5,9 for this tender.

Only bidders who passed all the above mandatory requirements will be considered for functionality evaluation stage.

6. STAGE 2: FUNCTIONALITY EVALUATION

1	DESCRIPTION	TOTAL POINTS ALLOTTED	POINTS	POINTS CLAIMED
	RELEVANT EXPERIENCE ON SIMILAR PROJECTS (SUPPLY OF NEW MOBILE OFFICE/CLASSROOM/ MOBILE KITCHEN/ MOBILE PARKHOME)	MAX POINTS 35		
	Three similar projects (R8 million – And above)	35	35	
	Three similar projects (R2 million – R 7.9 million)		25	
	Two similar projects (R8 million – And above)		20	
	Two similar projects (R2 million – R7.9 million)		15	
	One similar project (R8 million – And above)		10	
	One similar project (R2 million – R7.9 million)		05	
	Non-submission, irrelevant evidence and incomplete evidence			00
	<ul style="list-style-type: none"> The bidder must submit appointment letter(s) with the project value, reference letter of each project(s) completed. The appointment letter(s) and reference letter (s) must be signed and dated by the client in order to be considered. Bidder must submit appointment letter and reference letter of the same completed project in order to be allocated points, failure to submit either of the documents, no points will be allocated to the bidder on that particular completed project. Appointment letter (Company Experience) older than 10 years will not be considered as it will be deemed unreliable) Only relevant appointment letters of similar project nature will be considered. NOTE: Failure to submit any of the above requirements will results in no points being awarded to the bidder. 			
2	CLIENT REFERENCE LETTERS	MAX POINTS 20		
	Three reference letters	20	20	
	Two reference letters		10	
	One reference letter		05	
	Very Poor / Non-Submission/ irrelevant experience		00	
	Points allocated for proven track record based on previous completed similar projects executed by tenderer in consideration: Points allocated for client reference based on previous completed projects executed by the bidder in consideration: Only reference letters of projects mentioned under paragraph 1 will be considered. NOTE: Failure to submit any of the above requirements will results in no points being awarded to the bidder.			
3	PROOF OF TRUCK FLATBED OWNERSHIP OR LEASE AGREEMENT OR RENTAL AGREEMENT MAX POINTS 20			
	Proof of Truck Flatbed ownership (logbook) under the name of the bidding company	20	20	
	Proof of Truck Flatbed leasing (logbook) under the name of the bidding company.		10	
	Bidder is required to attach lease agreement and proof of plant ownership in order to claim points			

DETAILED PROJECT PROGRAMME SCHEDULE/ LEAD TIME/TURNAROUND TIME SCHEDULE		MAX POINTS 15	
<p>The programme should be a detailed double-linked critical path programme preferably in CCS / Microsoft projects format in electronic format and take into consideration the following:</p> <p>(i) Dividing the programme into convenient construction zones both horizontally and vertically;</p> <p>(ii) Linking all activities / milestones in a structured / logical manner;</p> <p>(iii) Detailing all holidays, Christmas/New Year break, etc.;</p> <p>(iv) The programme must be a fully resourced “double linked” critical path programme clearly showing Start, Finish and any Interim completion dates as well as any Milestone dates for critical activities. Also must show both the Date of Practical Completion and the Date of Works Completion.</p> <p><i>Programme timelines to be in working days not in calendar days.</i></p> <p>The overall programme will be evaluated on the scale of 1-5 (with 15 = excellent; 12 = very good; 09 = good; 06= fair; 03= poor ; 00= Non Submission)</p>	15		
FINANCIAL VIABILITY		MAX POINTS 10	
<p>Stamped bank rating Code “C” of R 1000 000,00 (whichever greater will be considered) over the period of 12 Months with the bank stamp not older than 12 months; or</p> <p>Recent audited annual financial statements Not older than 12 months with Cash & Cash Equivalent of R1000 000,00 and above signed by qualified accountant /auditors and company representative; or</p> <p>Credit facility from registered financial institution of R1 000 000,00 or more not older than 12 months. The letter from the financial institution must be signed and dated.</p>	10		
<p>Stamped bank rating Code “B” of R500 000,00 (whichever greater will be considered) over the period of 12 Months with the bank stamp not older than 12 months; or</p> <p>Recent audited annual financial statements Not older than 12 months with Cash & Cash Equivalent of R500 000,00 and above signed by qualified accountant /auditors and company representative; or</p> <p>Credit facility from registered financial institution of R500 000,00 or more not older than 12 months. The letter from the financial institution must be signed and dated.</p>			
TOTAL ALLOCATED POINTS		100	

All bidders who passed mandatory evaluation process will be evaluated on functionality. bidders must score a minimum of 70% on functionality to qualify for further evaluation. 80/20 or 90/10 Preference Point System in line with Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000), Regulations of 2022 will be applicable.

Only bidders who obtained minimum of 70% under functionality evaluation will be considered for price and preferential points evaluation.

7. CONTRACT FORM: PRICING SCHEDULE (BILL OF QUANTITY)

7.1. SUPPLY OF NEW MOBILE CLASSROOM/OFFICE: PRICING SCHEDULE

NO	DESCRIPTION	QUANTITY	RATE	TOTAL
1	Prepare ; Clear and Level the new site to ensure structural stability for the Unit	Sum		R15 000,00
2	ERECTION OF BUILDING			
	Steel chassis galvanised 3.5m x 7m	2		
	Roof beams (150mm x 50mm) 9m	2		
	Concrete blocks 400mm x 400mm x 60mm	16		
	Tripod stand	16		
	Timber 38mm x 114mm (3600mm) sub-frame	26		
	Timber 38mm x 114mm (6000mm) sub-frame	6		
	Shutter board 1220mm x 2440mm x 18mm	18		
3	FLOORING			
	Vinyl floor sqm 2mm - 2.5mm	50		
4	INSULATED PANELS			
	40mm insulated panel			
	2400 High	12		
	2600 High	12		
5	ROOF			
	Roof panel 3650 x 1165 x 40 mm	12		
	Ridge capping (galvanised)	3		
6	ELECTRICAL			
	DB chint complete 8-way surface	1		
	LED tube Synerji 4ft 20w	6		
	NUR 4x4 double complete (Plug socket)	2		
	NUR 4x2 2 lever switch complete	1		
7	STEPS			
	Steps 2-3 tier galvanised	1		
	With hand rail			
8	VERANDA			

	Lipped channel galvanised 75mm x 50mm (9m) Veranda beam	1		
	Round tubing galvanised 50mm x 3.4m	3		
	IBR sheeting 1500mm	13		
9	GUTTERS			
	D-Shaped Gutters Brackets	1		
10	CHALK AND PINNING BOARDS			
	Pinboard 1200mm x 2400mm blue	1		
	Chalkboard 1200mm x 2400mm	2		
11	WINDOWS			
	Window 900mm x 900mm	3		
	Window 900mm x 1200mm	4		
12	CERTIFICATE	1		
	Engineers Certificate	1		
	Electrical SOC	1		
	Soil Compacting	1		
	Soil Poisoning	1		
13				
14	Transport	1	R 25 000.00	R 25 000.00
	Sub-Total			
	Vat 15%			
	Total			

7.1.1. **Important note:** IDT may allow price adjustment of 10% at the end of every 12 months of the framework contract, such adjustment will need to be formalized between the IDT and suppliers.

7.3. RELOCATION OF MOBILE CLASSROOM/OFFICE UNIT: PRICING SCHEDULE

NO	SERVICE COST	QUANTITY	RATE	TOTAL
1	Assessment of the Mobile Classroom Unit to be re-located	01 Unit		
2	Dis-mantle the Mobile Classroom Unit and relocate	01 Unit		
3	Transport the Mobile Classroom Units to the following Schools			
4	School names	Distance from	01 Unit	
	To:			
5	Prepare; clear and level the new site including foundations to ensure structural stability for the	01 Unit		
6	Repair and Installation of the Mobile Classroom Unit	01 Unit		
7	Electrical Installation if necessary	01 Unit		
8	Other	Sum		
	Sub-total			
	VAT 15%			
	Total Inc.			

7.3.1. **Important note:** IDT may allow price adjustment of 10% at the end of every 12 months of the framework contract, such adjustment will need to be formalized between the IDT and suppliers.

8. STAGE 3 – Price and Specific Goals Evaluation

- 8.1. Bidders who obtained 70% or more on functionality evaluation will be evaluated further for price and preferential goals in line with SBD 6.1 of this document. The Evaluation criteria would be done per category as per given pricing Schedule and Form of Offers.
- 8.2. Each category will be evaluated for price and preferential goal independently.
- 8.3. Bidders will be evaluated for price per category and framework contract will be divided in to three (3) categories based on scope of work and different pricing schedule.
- 8.4. Bidders who submitted offers above market related rates set by IDT will be subjected to price negotiations to be within acceptable market rates. Bidders who are unable to accept offers sent by IDT will be disqualified from the framework contract process.

9. WORK ALLOCATION AND AWARDING CRITERIA

- 9.1. All successful Service providers/ Suppliers will be allocated work based on pre-approved rates as and when work become available.
- 9.2. Suppliers will be allocated work on rotational basis and based on stock availability.
- 9.3. Approved suppliers will be ranked based on total points scored under price and preferential goal evaluation and preference or work allocation will be based on sequential ranking of bidders in the framework contract.
- 9.4. If the selected supplier in non-responsive within 24 hours to conduct specific assignment, the IDT SCM official will proceed to the next available supplier as be framework contract supplier ranking.
- 9.5. When work become available, IDT will first send an email or make a phone call to the supplier(s) who is next for allocation to check stock availability based on set timelines.
- 9.6. Service provider will submit price written quotation based on pre-approved rate for that specific assignment
- 9.7. Most of the times, suppliers will be allocated work based on their capacity and ability to respond to emergency situation.

10. GENERAL CONDITION

- 10.1. The tender shall be valid for 250 calendar days from bid closing date.
- 10.2. No late, bids, copies, e-mailed or faxed documents will be considered.
- 10.3. Bids must be submitted by no later than 11h00 on Wednesday 6 March 2024 at 22 Dorothy Nyembe Street, The marine Building, 4th Floor IDT. Any bid documents received after closing date and time will not be considered.
- 10.4. All Bid must be hand delivered on the above given address.

11. DISCLAIMER

- 11.1. IDT reserves the right to cancel or withdraw this expression of interest without prior notice and without furnishing any reasons whatsoever.
- 11.2. Should the bid be cancelled by the IDT, for any reasons, the IDT shall not be liable to remunerate the service provider for any potential loss of business and any cost/s incurred in relation to bid.

12. DECLARATION THAT INFORMATION ON CENTRAL SUPPLIER DATABASE (CSD) IS CORRECT AND UP TO DATE (To be completed by bidder)

THIS IS TO CERTIFY THAT I (name of bidder/authorised representative)

.....

WHO REPRESENTS (state name of bidder)

.....

I AM AWARE OF THE CONTENTS OF THE CENTRAL SUPPLIER DATABASE WITH RESPECT TO THE BIDDER'S DETAILS AND REGISTRATION INFORMATION, AND THAT THE SAID INFORMATION IS CORRECT AND UP TO DATE AS ON THE DATE OF SUBMITTING THIS BID.

AND I AM AWARE THAT INCORRECT OR OUTDATED INFORMATION MAY BE A CAUSE FOR DISQUALIFICATION OF THIS BID FROM THE BIDDING PROCESS, AND/OR POSSIBLE CANCELLATION OF THE CONTRACT THAT MAY BE AWARDED ON THE BASIS OF THIS BID.

.....

SIGNATURE OF BIDDER OR AUTHORISED REPRESENTATIVE

DATE:.....

13. SPECIAL INSTRUCTIONS AND NOTICES TO BIDDERS REGARDING THE COMPLETION OF BIDDING FORMS

PLEASE NOTE THAT THIS BID IS SUBJECT TO TREASURY REGULATIONS 16A ISSUED IN TERMS OF THE PUBLIC FINANCE MANAGEMENT ACT, 1999, THE KWAZULU-NATAL SUPPLY CHAIN MANAGEMENT POLICY FRAMEWORK AND THE GENERAL CONDITIONS OF CONTRACT.

1. Unless inconsistent with or expressly indicated otherwise by the context, the singular shall include the plural and vice versa and with words importing the masculine gender shall include the feminine and the neuter.
2. Under no circumstances whatsoever may the bid forms be retyped or redrafted. Photocopies of the original bid documentation may be used, but an original signature must appear on such photocopies.
3. The bidder is advised to check the number of pages and to satisfy himself that none are missing or duplicated.
4. Bids submitted must be complete in all respects.
5. Bids shall be lodged at the address indicated not later than the closing time specified for their receipt, and in accordance with the directives in the bid documents.
6. Each bid shall be addressed in accordance with the directives in the bid documents and shall be lodged in a separate sealed envelope, with the name and address of the bidder, the bid number and closing date indicated on the envelope. The envelope shall not contain documents relating to any bid other than that shown on the envelope. If this provision is not complied with, such bids may be rejected as being invalid.
7. All bids received in sealed envelopes with the relevant bid numbers on the envelopes are kept unopened in safe custody until the closing time of the bids. Where, however, a bid is received open, it shall be sealed. If it is received without a bid number on the envelope, it shall be opened, the bid number ascertained, the envelope sealed and the bid number written on the envelope.
8. A specific box is provided for the receipt of bids, and no bid found in any other box or elsewhere subsequent to the closing date and time of bid will be considered.
9. No bid sent through the post will be considered if it is received after the closing date and time stipulated in the bid documentation, and proof of posting will not be accepted as proof of delivery.
10. No bid submitted by telefax, telegraphic or other electronic means will be considered.
11. Bidding documents must not be included in packages containing samples. Such bids may be rejected as being invalid.
12. Any alteration made by the bidder must be initialled.
13. Use of correcting fluid is prohibited
14. Bids will be opened in public as soon as practicable after the closing time of bid.
15. Where practical, prices are made public at the time of opening bids.
16. If it is desired to make more than one offer against any individual item, such offers should be given on a photocopy of the page in question. Clear indication thereof must be stated on the schedules attached.
17. The bidder must initial each and every page of the document.

14. CONDITIONS OF BID

1. I/We hereby bid to supply all or any of the supplies and/or to render all or any of the services described in the attached documents to the KwaZulu-Natal Provincial Administration (hereinafter called the "Province") on the terms and conditions and be in accordance with the specifications stipulated in the bid documents (and which shall be taken as part of and be incorporated into this bid) at the prices and on the terms regarding time for delivery and/or execution inserted therein.

2. I/we agree that:
 - (a) the offer herein shall remain binding upon me and open for acceptance by the Province during the validity period indicated and calculated from the closing time of the bid;
 - (b) this bid and its acceptance shall be subject to Treasury Regulations 16A issued in terms of the Public Finance Management Act, 1999, the National Treasury General Conditions of Contract and Standard Bidding Documents, the KwaZulu-Natal Supply Chain Management Policy Framework, the Provincial Treasury issued Practice Notes, and the KwaZulu-Natal Conditions of Contract, with which I/we am fully acquainted;
 - (c) if I/we withdraw my bid within the period for which I/we have agreed that the bid shall remain open for acceptance, or fail to fulfil the contract when called upon to do so, the Province may, without prejudice to its other rights, agree to the withdrawal of my bid or cancel the contract that may have been entered into between me and the Province. I/we will then pay to the Province any additional expenses incurred by the Province having either to accept any less favourable bid or, if fresh bids have to be invited, the additional expenditure incurred by the invitation of fresh bids and by the subsequent acceptance of any less favourable bid. The Province shall have the right to recover such additional expenditure by set-off against monies which may be due to me under this or any other bid or contract or against any guarantee or deposit that may have been furnished by me or on my behalf for the due fulfilment of this or any other bid or contract and pending the ascertainment of the amount of such additional expenditure to retain such monies, guarantee or deposit as security for any loss the Province may sustain by reason of my default;
 - (d) if my bid is accepted, the acceptance may be communicated to me by registered post, and that the South African Post Office Limited shall be treated as delivery agent to me;
 - (e) the law of the Republic of South Africa shall govern the contract created by the acceptance of my bid and I choose *domicilium citandi et executandi* in the Republic at (full physical address) :
.....
.....

3. I/we furthermore confirm that I/we have satisfied myself as to the correctness and validity of my bid: that the price(s), rate(s) and preference quoted cover all of the work/item(s) and my obligations under a resulting contract, and I accept that any mistakes regarding the price(s) and calculations will be at my risk.

4. I/we hereby accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement, as the Principal(s) liable for the due fulfilment of this contract.

5. I/we agree that any action arising from this contract may in all respects be instituted against me and I/we hereby undertake to satisfy fully any sentence or judgement which may be pronounced against me as a result of such action.

6. I/we confirm that I/we have declared all and any interest that I or any persons related to my business has with regard to this bid or any related bids by completion of the Declaration of Interest Section.

15. CERTIFICATION OF CORRECTNESS OF INFORMATION SUPPLIED IN THIS DOCUMENT

I/we, THE UNDERSIGNED, WHO WARRANT THAT I AM DULY AUTHORISED TO DO SO ON BEHALF OF THE BIDDER, CERTIFY THAT THE INFORMATION SUPPLIED IN TERMS OF THIS DOCUMENT IS CORRECT AND TRUE, THAT THE SIGNATORY TO THIS DOCUMENT IS DULY AUTHORISED AND ACKNOWLEDGE THAT:

- 15.1. The bidder will furnish documentary proof regarding any bidding issue to the satisfaction of the Province, if requested to do so.
- 15.2. If the information supplied is found to be incorrect and/or false then the Province, in addition to any remedies it may have, may:-
 - (a) Recover from the contractor all costs, losses or damages incurred or sustained by the Province as a result of the award of the contract, and/or
 - (b) Cancel the contract and claim any damages which the Province may suffer by having to make less favourable arrangements after such cancellation.

SIGNED ON THIS DAY OF 20 AT

..... SIGNATURE OF BIDDER OR DULY AUTHORISED REPRESENTATIVE NAME IN BLOCK LETTERS
ON BEHALF OF (BIDDER'S NAME)	
CAPACITY OF SIGNATORY	
NAME OF CONTACT PERSON (IN BLOCK LETTERS, PLEASE)	
.....	
POSTAL ADDRESS	
.....	
TELEPHONE NUMBER:	
FAX NUMBER:	
CELLULAR PHONE NUMBER:	
E-MAIL ADDRESS:	

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (INDEPENDENT DEVELOPMENT TRUST (IDT))					
BID NUMBER:	IDT-KN-RFQ-24-001	CLOSING DATE: 6 March 2024	CLOSING TIME:	11:00	
DESCRIPTION	FRAMEWORK CONTRACT FOR THE SUPPLY OF NEW MOBILE CLASSROOM UNITS/OFFICE, MOBILE SOUP KITCHENS AND RELOCATION OF MOBILE CLASSROOMS/OFFICE & SOUP KITCHEN UNITS IN KWAZULU NATAL PROVINCE FOR A PERIOD OF 36 MONTHS				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
INDEPENDENT DEVELOPMENT TRUST					
22 DOROTHY NYEMBE STREET					
04 TH FLOOR THE MARINE BUILDING					
DURBAN 4001					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Siphamandla Gcabashe		CONTACT PERSON	Sibusiso Busani	
TELEPHONE NUMBER	031 369 7400		TELEPHONE NUMBER	031 369 7400	
FACSIMILE NUMBER	N/A		FACSIMILE NUMBER	N/A	
E-MAIL ADDRESS	siphamandlag@idt.org.za		E-MAIL ADDRESS	Sibusisob@idt.org.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
SBD 6.1 REQUIREMENT MUST BE COMPLIED TO CLAIM POINTS ON SPECIFIC GOALS					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]	
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE A BRANCH IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					

PART B TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:
<p>1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.</p> <p>1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED-(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.</p> <p>1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.</p> <p>1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).</p>
2. TAX COMPLIANCE REQUIREMENTS
<p>2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.</p> <p>2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.</p> <p>2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.</p> <p>2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.</p> <p>2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.</p> <p>2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.</p> <p>2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."</p>

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:

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

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

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

1. GENERAL CONDITIONS

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

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

1.2 **To be completed by the organ of state**

(delete whichever is not applicable for this tender).

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

b) 80/20 preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:

- (a) Price; and
- (b) Specific Goals.

1.4 **To be completed by the organ of state:**

The maximum points for this tender are allocated as follows:

	POINTS	
PRICE	90	80
SPECIFIC GOALS	10	20
TARGETED GROUP		
Women	3	6
Youth	3	6
People with Disabilities	2	4
Black People	2	4
Total points for Price and SPECIFIC GOALS	100	100

1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. DEFINITIONS

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method

envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
 (e) “**the Act**” means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.

Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Women	3	6		
Youth	3	6		
People with Disabilities	2	4		
Black people	2	4		

Source Documents to be submitted with the Bid or RFQ

- *CIPC Document (Company Registration Document will be required for verification (CIPC DOC))
- *Woman (Originally Certified ID Document)
- *Youth (Originally Certified ID Document)
- *People with Disability (Letter from the Dr. Confirming the Disability)
- *Black Ownership (Originally Certified ID Document)

DECLARATION WITH REGARD TO COMPANY/FIRM

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

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

[TICK APPLICABLE BOX]

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

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

..... SIGNATURE(S) OF TENDERER(S)	
SURNAME AND NAME:
DATE:
ADDRESS:

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.5 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.6 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.7 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM

INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM

SHOULD THIS DECLARATION PROVE TO BE FALSE.

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

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.

CONTRACT FORM - PURCHASE OF GOODS/WORKS

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

PART 1 (TO BE FILLED IN BY THE BIDDER)

- 1. I hereby undertake to supply all or any of the goods and/or works described in the attached bidding documents to (name of institution)..... in accordance with the requirements and 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 time of 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;
- Proof of tax compliance status;
- Pricing schedule(s);
- Technical Specification(s);
- Preference claim form for Preferential Procurement in terms of the Preferential Procurement Regulations;
- Bidder's Disclosure form;
- 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 goods and/or works 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 - PURCHASE OF GOODS/WORKS

PART 2 (TO BE FILLED IN BY THE PURCHASER)

- 1. I..... in my capacity as..... accept your bid under reference numberdated.....for the supply of goods/works indicated hereunder and/or further specified in the annexure(s).
- 2. An official order indicating delivery instructions is forthcoming.
- 3. I undertake to make payment for the goods/works delivered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice accompanied by the delivery note.

ITEM NO.	PRICE (ALL APPLICABLE TAXES INCLUDED)	BRAND	DELIVERY PERIOD	TOTAL PREFERENCE POINTS CLAIMED	POINTS CLAIMED FOR EACH SPECIFIC GOAL

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

SIGNED ATON.....

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

WITNESSES

- 1.
- 2.

FORM OF OFFER AND ACCEPTANCE

OFFER

The employer, identified in the acceptance signature block, has solicited offers to enter into a contract for the procurement of:

IDT-KN-RFQ-24-001: FRAMEWORK CONTRACT: SUPPLY OF NEW MOBILE CLASSROOM/OFFICE UNIT:

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

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

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

.....
..... Rand (in words); R (in figures)

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

Signature Date
Name Identity number
Capacity

for the tenderer

(Name and
address of
organization)

Name and
signature
of witness

CIDB Registration number

NOTE: Failure of a Bidder to complete in full and sign this part of the tender form (offer) will invalidate the tender offer

IDT-KN-RFQ-24-001: FRAMEWORK CONTRACT

Acceptance

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

The terms of the contract:

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

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

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

Signature..... Date
Name Identity number
Capacity

For the Employer

Independent Development Trust
22 Dorothy Nyembe Street
4th-Floor, The-Marine-Building Durban 4000

Name and Signature of witness Date

FORM OF OFFER AND ACCEPTANCE

OFFER

The employer, identified in the acceptance signature block, has solicited offers to enter into a contract for the procurement of:

IDT-KN-RFQ-24-001: FRAMEWORK CONTRACT: SUPPLY OF NEW MOBILE NSNP KITCHEN UNIT:

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

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

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

.....
..... Rand (in words); R (in figures)

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

Signature Date
Name Identity number
Capacity

for the tenderer

(Name and
address of
organization)

Name and
signature
of witness

CIDB Registration number

NOTE: Failure of a Bidder to complete in full and sign this part of the tender form (offer) will invalidate the tender offer

Acceptance

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

The terms of the contract:

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

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

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

Signature. Date
Name Identity number
Capacity

For the Employer

Independent Development Trust
22 Dorothy Nyembe Street
4th-Floor, The-Marine-Building Durban 4000

Name and Signature of witness Date

FORM OF OFFER AND ACCEPTANCE

OFFER

The employer, identified in the acceptance signature block, has solicited offers to enter into a contract for the procurement of:

IDT-KN-RFQ-24-001: FRAMEWORK CONTRACT: RELOCATION OF MOBILE CLASSROOM/OFFICE UNIT:

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

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

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

.....
..... Rand (in words); R (in figures)

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

Signature Date
Name Identity number
Capacity

for the tenderer

(Name and
address of
organization)

Name and
signature
of witness

CIDB Registration number

NOTE: Failure of a Bidder to complete in full and sign this part of the tender form (offer) will invalidate the tender offer

Acceptance

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

The terms of the contract:

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

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

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

Signature Date
Name Identity number
Capacity

For the Employer

Independent Development Trust
22 Dorothy Nyembe Street
4th-Floor, The-Marine-Building Durban 4000

Name and Signature of witness Date

THIS IS TO CERTIFY THAT I (name of bidder/authorised representative)

.....

WHO REPRESENTS (state name of bidder)

.....

I AM AWARE OF THE CONTENTS OF THE DOCUMENT/ BID AND THEREFORE DECLARE THAT I SHALL SET UP SATELLITE OFFICES IN THE KWAZULU NATAL PROVINCE IN THE EVENT OF BEING AWARDED WORKS THAT ARE OF THE CONSTRUCTION WORK TO THE VALUE OF R20 MILLION OR MORE.

.....

SIGNATURE OF BIDDER OR AUTHORISED REPRESENTATIVE

DATE:.....

SECTION M

AUTHORITY TO SIGN A BID

The bidder must indicate the enterprise status by signing 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 please list all the director in the resolution letter)

Note:
 The following document must be attached to this form according to the status of the enterprise, in the form of a resolution authorising the signatory to sign all documents in connection with this bid and any contract resulting therefrom on behalf of the enterprise, and **such resolution shall include a specimen signature of the signatory.**

- Co-operative: Resolution letter from the directors
- Close Corporation: Resolution letter from the directors
- Company: Resolution letter from the director/s
- Sole Proprietor: Resolution letter from the director
- Partnership: Resolution letter from the director
- Joint Venture / Consortium: Resolution/agreement passed/reached' signed by the authorised representatives of the enterprise

Note: Director/s may appoint themselves if they will be the one signing all documents in connection with this bid and any contract resulting therefrom on behalf of the enterprise.

Failure to complete, sign and date this form or failure to provide the certificate(s) in the form of a resolution as described above shall result in the tender being considered non-responsive and rejected.