



INDEPENDENT DEVELOPMENT TRUST

IDTKNR2026/1

TITLE:

THE IMPLEMENTATION OF SCHOOLS SANITATION MAINTENACE (SUPPLY, DELIVERY AND SERVICING OF PORTABLE CHEMICAL TOILETS PROGRAMME FROM QUALIFYING AND EXPERIENCED ENTITIES FOR THE DEPARTMENT OF EDUCATION (DOE) - KWAZULU-NATAL PROVINCE

CLOSING DATE

The completed Bid Document, sealed in an envelope and clearly endorsed must be placed in the Tender Box situated at the entrance to the Offices of the Independent Development Trust (IDT)

By no Later than 12h00 on Monday, 23 February 2026

BIDDER'S INFORMATION

(Must be completed by Bidder)

Company Name	
Contact Person	
Cell / Tel Number	
Fax Number	
E-mail Address	
CSD Number	

Prepared By:

The Independent Development Trust (IDT)
KZN Regional Office
04th Floor, The Marine Building
22 Dorothy Nyembe Street
Durban
4001

TERMS AND CONDITIONS

- Quotations must be delivered to the address stated on the document on or before the quotation closing date and closing time as indicated above.
- No late tenders / quotations will be considered.
- Any amendments to the rates offered or description given must be signed by the person who signed the quotation.
- Only authorized representatives of the supplier may duly sign quotations. The IDT will not accept liability for quotations not duly signed.
- No services may be rendered without an official purchase order issued by IDT.
- The IDT reserves the right to award the quotation in whole or part or not to award at all.
- The IDT General conditions of contract are applicable for all questions unless otherwise specified.
- Consideration in making allocations will be made based on the rate, logistical arrangements, and capacity in respect of the number of trucks with proven ownership.
- The mentioned schools must be completely supplied within 10 days upon receiving the instruction. Should the appointed supplier fail to supply the schools allocated within 10 days of the award, the award letter will be cancelled automatically since the service is an urgent intervention.
- Bidders must indicate capacity in the space provided the maximum number of portable chemical toilets that they can supply.
- All Equipment and Portable Chemical Toilets Units must be available throughout the duration of the Contract so that the supplying and servicing of portable chemical toilets in schools is not in any way compromised and that learners and educators etc. should never be exposed to any health hazard.
- Consideration in making allocations will be made based on the rate, logistical arrangements, and capacity in respect of the number of required chemical toilets.

The IDT reserves the right to verify ownership and authenticity of the returnable documents. Any misrepresentation will lead to disqualification and blacklisting of the service provider on the National Treasury list of restricted bidders.

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.

SCOPE OF SERVICES/TERMS OF REFERENCE

- Supply of portable chemical toilets with a standard dimensions of :
 - 1.1m to 1.2m wide
 - 1.1m to 1.2m deep
 - 2.2m to 2.4m high (to the respective schools)
- Servicing of portable chemical toilets including removing the bio-solids (contents).
- Disposal of the waste collected based on the DWA Guidelines for Waste Classification and Disposal.
- Replacement of the chemical for suppression of odor and biological activity of bio-solids.
- All toilet seats and surrounding areas must be sanitized thoroughly and deodorized (Deep-cleaned) after servicing.
- All spillages will be recovered and areas affected treated to kill pathogens and suppress odor.
- Specification of the Portable Toilets with linear dimensions of the units should be provided by the bidder.
- The bidder should provide the Programme Implementation Plan detailing how the projects will be implemented.
- Continuous Service: Equipment and Portable Chemical Toilet Units must be available throughout the duration of the Contract so that the supplying and servicing of portable chemical toilets in schools is not in any way compromised and that learners and educators etc. should never be exposed to any health hazard.
- Once appointed, the bidder should submit monthly invoices as per work allocated and carried out.

The Portable Chemical Toilet Units shall be confirmed with the:

Designation :	Personnel:	Contact Details:
Programme Implementation Manager	Mr. Z. Malwane	Tel: 031 369 7400 or Email: zamokuhlem@idt.org.za
Programme Manager	Mr Sibusiso Kunene	Tel: 031 369 7400 or Email: sibusisoK@idt.org.za

SCOPE OF SERVICES

IDTKNR2026/1

NB: ATTACH QUOTATION ON COMPANY LETTER HEAD OR COMPLETE TEMPLATE BELOW AND USE THE COMPANY STAMP

THE IMPLEMENTATION OF SCHOOLS SANITATION MAINTENANCE (SUPPLY, DELIVERY AND SERVICING OF PORTABLE CHEMICAL TOILETS PROGRAMME FROM QUALIFYING AND EXPERIENCED ENTITIES

No.	Education District	Cost to Hire per Unit per Month (VAT exclusive) (Includes Delivery and post contract De-establishment)	Servicing Cost (4 Visits Per Unit per Month i.e. Once per week) (VAT exclusive)	Total Hire and Servicing Cost per Unit per Month VAT exclusive	Total Hire and Servicing Cost per Unit per Month VAT Inclusive
1	Ugu				
2	Umgungundlovu				
3	Harry Gwala				
4	King Cetshwayo				
5	ILembe				
6	Umkhanyakude				
7	Zululand				
8	Umzinyathi				
9	Amajuba				
10	Pinetown				
11	Uthukela				
12	Umlazi				

COMPANY STAMP



I / We, the undersigned, here by agree to provide all or any portion of the service at the price and under the terms and conditions shown above, subject to and in accordance with the terms of quotations shown in this invitation document.

Name:

Authorized Signature:Date:.....

Company:

All queries relating to this Quotation may be addressed in writing to the IDT's Representatives in writing:

Technical Enquiries:	Mr Zamokuhle Malwane, Tel No. 031-369 7400, Email: zamokuhlem@idt.otg.za .
Administrative Enquiries:	Ms Nonzwakazi Kalipa Tel no. 031 369 7408 Email: nonzwakazik@idt.org.za

Telegraphic, telephonic, telex, facsimile, e-mail and late Quotations **WILL NOT** be accepted.

All Service Providers must submit the original Quotation documentation (hand written) issued by the IDT.

All Service Providers must comply and must be found on the CSD registered report.

List of Returnable Documents

List of returnable documents are for ensuring that everything the employer requires a tenderer to submit with their tender is included in, or returned with, their tender submission. Tick below if returnable document is attached or completed properly.

PART A

ITEM	MANDATORY EVALUATION CRITERIA	TICK IF ATTACHED
1.	Proof of Central Supplier Database (CSD) registration.	
2.	Compensation for Occupational Injuries and Diseases Act (COIDA Certificate) Or: The Federated Employers Mutual (FEM Certificate) or Rand Mutual Assurance (RMA certificate).	
3.	Copy of Tax Clearance Certificate with PIN	
4.	Invitation to Bid (SBD 1)	
5.	Bidders Disclosures (SBD 4)	
6.	Preference Points Claim Form in Terms of the Preferential Procurement Regulations 2022 (SBD 6.1)	
7.	Completion of bid document in black ink only .	
8.	Sludge disposal Permit or a Letter from a waste water treatment facility	
9.	Valid public liability insurance or a letter of intent from a broker for a cover of R5 million	
10.	Proof of Mandatory Company Registration Certificates (CIPC Certificate), and certified copies of ID's for all members.	

PART B

ITEM	TECHNICAL / FUNCTIONALITY EVALUATION CRITERIA	TICK IF ATTACHED
1.	Proof of related experience	
2.	Proof of Ownership/ contractual agreement with the outsourcer	
3.	Trained and qualified staff including project leader	
4.	Methodology and company profile	
5.	Programme Schedule	
6.	SHEQ Plan related to chemical toilets	

QUOTATION DATA

Clause number	IDTKNR2026/1
	The Employer is IDT
	Contract period: 3 Years
	<p>Central Supplier Database (CSD) on Tax Compliance</p> <p>No contract may be awarded to a person who has non-compliant tax status found on CSD or South African Revenue Service (“SARS”) certifying the taxes of that person to be in order or that suitable arrangement have been made with SARS”</p>
	<p>Quotation Submissions</p> <p>22 Dorothy Nyembe Street, 04th Floor The Marine Building Durban 4000</p>
	<p>Evaluation of Quotation Offers</p> <p>The procedure for the evaluation of responsive tenders is:</p> <p>Stage 1 Administrative requirements</p> <p>Stage 1A: Mandatory Administrative requirements</p> <p>Failure to comply with the above will lead to automatic disqualification</p> <ol style="list-style-type: none"> 1. ALL standard bidding document (SBD..) shall be filled in full, signed and witnessed 2. Proof of Central Supplier Database (CSD) Registration 3. Copy of Consolidated CSD and TCC incase of Joint Venture parties 4. Valid Letter of Good standing i.e COIDA Certificate from DOL / RMA / FEM 5. Copy of the Certified Valid Tax Clearance with Tax Compliance Pin Certificate (TCC) 6. Completion of SBD 1; 4; 6.1; 7.1 in full 7. Completion of Form of Offer in the tender document in full 8. Copy of the Joint Venture Agreement signed by both parties (where applicable) 9. Signed (by the company director) Authority to Sign Letter 10. Bid document completed in hand and using permanent black ink only 11. Proof of Mandatory Company Registration Certificates (CIPC Certificate), and certified copies of ID's for all members.

Stage 2: Functionality

The second stage of the evaluation of tender offers will be based on functionality (technical proposal) in accordance with the Preferential Procurement Regulations 2022, as amended.

Stage 3 Price and Preference

Stages of prices

The bidder is responsible to provide a Fully Priced Bills of Quantities (BOQ) containing all items of the project. A programme is also required to monitor milestones within the project.

The financial offer will be scored using Formula 2 (option 1) in Table F.1 where the value of W_1 is:

- 1) 90 where the financial value inclusive of VAT of all responsive tenders received have a value in excess of R50 000 000 or
- 2) 80 where the financial value inclusive of VAT of one or more responsive tender offers have a value that equals or is less than R50 000 000

Up to 100 minus W_1 tender evaluation points will be awarded to tenderers who complete the preferencing schedule and who are found to be eligible for the preference claimed.

FUNCTIONALITY EVALUATION CRITERIA:

Stage 1:

Criteria	Points Allocation
Proof of related experience	30 points
Trained and qualified staff including project leader	15 points
Methodology and company profile	15 points
Programme Schedule	10 points
Proof of Ownership/ contractual agreement with the outsourcer	20 points
SHEQ Plan related to chemical toilets	10 points
Total	100 points
NB: Minimum qualifying threshold 70% (70 points)	

Stage 2:

The 80/20 Preferential Point System will be applied, where 80 points will be allocated for price and 20 points for Specific Goals Status. In order to Claim and be awarded Specific Goals points bidders must submit an original or an original certified copy of CIPC Document certificate issued and original certified ID Documents .

The IDT Quantity Surveyor (QS) will first conduct a risk assessment on all bidders who obtained a minimum threshold of 70% (i.e 70 points) in the functionality stage before the application of 80/20 criteria. Bidders are requested to price each line item of the Bills of Quantities (BOQ). Should the bidder be deemed too risky to complete the project based on the QS's risk assessment report, they will be eliminated and not be considered for 80/20 evaluation criteria in line with the Preferential Procurement Policy Framework Act (PPPFA) of 2022.

Only bidders who obtain 70% (70 points) minimum for functionality threshold will be evaluated further.

STAGE ONE FUNCTIONALITY CRITERIA

00	Description	Total Points allotted	Points	Points Claimed	
1	PROOF OF EXPERIENCE IN CHEMICAL TOILETS MAINTENANCE	MAX POINTS 35			
	Three similar projects (R2 million – And above)	30	30		
	Three similar projects (R500k –R1,9 million)		25		
	Two similar projects (R2 million – and above)		20		
	Two similar projects (R500k – R1,9 million)		15		
	One similar project (R2 million – And above)		10		
	One similar project (R500k- R1,9 million)		05		
	Non-submission, irrelevant evidence and incomplete evidence			00	
	<ul style="list-style-type: none"> • <i>The bidder must submit appointment letter(s) with the project value, Completion Certificate(s) of each project(s) completed. The letter(s) and certificate(s) must be signed and dated by the client in order to be considered.</i> • <i>Bidder must submit appointment letter and completion certificate 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.</i> • Appointment letter (Company Experience) older than 10 years will not be considered as it will be deemed unreliable) • <i>Only relevant appointment letters of similar project nature will be considered.</i> • NOTE: Failure to submit any of the above requirements will results in no points being awarded to the bidder. 				
2	METHODOLOGY AND COMPANY PROFILE	MAX POINTS 20			
	Excellent	20	20		
	Very good		16		
	Good		12		
	Satisfactory		08		
	Poor		04		
	Very Poor / Non-Submission		00		
	Points allocated for proven track record based on previous completed similar projects executed by tenderer in consideration. Methodology and company profile should be fully detailed and explanatory. NOTE: Failure to submit any of the above requirements will results in no points being awarded to the bidder.				
3	QUALIFIED PROFESSIONAL STAFF IN THE CIVIL/BUILDING ENGINEERING FIELD	MAX POINTS 20			
	Points allocated for required (i) Competencies, (ii) Qualifications (i.e. Degree / Diploma) (iii) Submission of CVs (iv) Submission of relevant certified (not older than 3 months) evidence of qualifications and certifications of allocated personnel (Required Key Project Resources).				
	3.1 Project Leader				
	(i) 3 years or more experience on projects in relevant category (4)	Max 04 Points	04	10	
	(ii) 1-3years experience on projects in relevant category (2)		02		
	(iii) Less than 1 year experience on projects in relevant category (0)		0		
	3.2 Truck Operator				
	(i) 5 years or more experience on projects in relevant category (3)	Max 5 Points	03		
	(ii) 3-5 years experience on projects in relevant category (2)		02		
	(iii) Less than 3 years experience on projects in relevant category (0)		0		

STAGE ONE FUNCTIONALITY CRITERIA (CONTINUED)

3	QUALIFIED PROFESSIONAL STAFF IN THE CHEMICAL TOILETS FIELD (CONTINUED)															
	<p>3.3 Minimum of 3 General Workers</p> <table border="1"> <tr> <td>(i) Experienced, well trained and fit enough to conduct work in the relevant field (3)</td> </tr> <tr> <td>(ii) Well trained and fit enough to conduct work in the relevant field (1)</td> </tr> <tr> <td>(iii) Not experienced and untrained to conduct work in the relevant field (0)</td> </tr> </table> <p>NB: Points allocation with submission of all required documented and will be rounded off to the nearest lowest number)</p> <p>Non – Submission</p> <p>Non-submission, irrelevant evidence and incomplete evidence.</p> <p>Bidders must submit CV(s) and original certified copies with dates of the qualification not older than three months in order to be allocated points in this criteria, failure to submit either of the document will results in no points being awarded to the bidder.</p>	(i) Experienced, well trained and fit enough to conduct work in the relevant field (3)	(ii) Well trained and fit enough to conduct work in the relevant field (1)	(iii) Not experienced and untrained to conduct work in the relevant field (0)	<table border="1"> <tr> <td>Max 3 Points</td> </tr> </table>	Max 3 Points	<table border="1"> <tr> <td>03</td> </tr> <tr> <td>01</td> </tr> <tr> <td>0</td> </tr> </table>	03	01	0						
(i) Experienced, well trained and fit enough to conduct work in the relevant field (3)																
(ii) Well trained and fit enough to conduct work in the relevant field (1)																
(iii) Not experienced and untrained to conduct work in the relevant field (0)																
Max 3 Points																
03																
01																
0																
			00	00												
4	PROOF OF EQUIPMENT OWNERSHIP/ LEASE AGREEMENT	20	MAX POINTS 20													
	Submitted three proof of equipment ownership		20													
	Submitted one proof of ownership		10													
	Non-submission or No Proof of availability submitted		00													
	<ul style="list-style-type: none"> Ownership: Proof of ownership must be provided under the name of the bidding entity Lease: Lease agreement to be provided indicating the lease duration and original certified certificate of registration for leased equipment under the name of the bidding entity. <p>All required equipment must be available throughout the duration of the project.</p>															
5	DETAILED PROJECT PROGRAMME WITH TIMELINES		MAX POINTS 10													
	<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 constru zones both horizontally and vertically; (ii) Linking all activities / milestones in a structured / logical manner; (iii) Detailing all holidays, Christmas/New Year break, etc.; (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> The overall programme will be evaluated on the scale of 1-5 (with 10 = excellent; 08 = very good; 06 = good; 04 = fair; 02 = poor ; 00= Non Submission)</p>	10	<table border="1"> <tr> <td>Excellent</td> <td align="center">10</td> </tr> <tr> <td>Very Good</td> <td align="center">08</td> </tr> <tr> <td>Good</td> <td align="center">06</td> </tr> <tr> <td>Fair</td> <td align="center">04</td> </tr> <tr> <td>Poor</td> <td align="center">02</td> </tr> <tr> <td>Non-Submission</td> <td align="center">00</td> </tr> </table>	Excellent	10	Very Good	08	Good	06	Fair	04	Poor	02	Non-Submission	00	
Excellent	10															
Very Good	08															
Good	06															
Fair	04															
Poor	02															
Non-Submission	00															
6	SHEQ PLAN – RELATED TO CHEMICAL TOILETS		MAX POINTS 10													
	<p>The SHEQ plan should be fully detailed in compliance with health & safety regulations, environmental regulations, and quality control. The overall plan will be evaluated on a scale of 1-10: 10= excellent 08=very good 06=good 04=fair 02=poor 00=non submission</p>	10	10													
	TOTAL POINTS CLAIMED	100														
	QUALIFYING POINTS AND PERCENTAGE	70 POINTS		70%												

Clause number	IDTKNR2026/1
<p>F.3.13</p> <p>F.3.13.1</p>	<p>Acceptance of Tender Offers</p> <p>Tender offers will only be accepted if:</p> <ul style="list-style-type: none"> a) the tenderer is registered on CSD and has submitted an original Copy Tax Clearance Certificate with PIN issued by the South African Revenue Services; b) the tenderer or any of its directors is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector; c) the tenderer has not: <ul style="list-style-type: none"> i) abused the Employer's Supply Chain Management System; or ii) failed to perform on any previous contract and has been given a written notice to this effect; d) the tenderer has completed the Declaration of Interest and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the employer or potentially compromise the tender process and persons in the employ of the state are not permitted to submit tenders or participate in the contract; e) has completed the Compulsory Supplier Questionnaire - Contractors and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the employer or potentially compromise the tender process. f) the tenderer has submitted the CIPCI documentation and certified copies of ID's for all members; g) the tenderer completed, signed and witnessed form of offer; h) the tendered is in good standing with Compensation for Occupational Injuries and Disease Act (COIDA); i) the tenderer has submitted a Fully Priced Bills of Quantities; j) the tenderer attended a compulsory briefing session and completed attendance register or certificate of attendance is signed by the representative of the Employer.
<p>F.3.14</p>	<p>Notice to Unsuccessful Tenderers</p> <p>Should tenderers not hear from the IDT within ninety (90) calendar days of closure, they should consider their submission unsuccessful. No written notification directed to each tenderer will be issued by the Employer to unsuccessful tenderers.</p>
<p>F.2.8</p>	<p>Seek Clarification</p> <p>Request clarification of the documents if necessary by notifying the employer at least five working days before the closing Date stated in the tender data</p>
<p>F.3.18</p>	<p>Provide Copies of the Contract</p> <p>The number of paper copies of the signed contract to be provided by the employer is one.</p>
	<p>The Additional Conditions of Tender are:</p> <p>The employer is not obliged to accept the lowest bidder.</p>

PART A - INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	IDTKNR2026/1	CLOSING DATE:	23 February 2026	CLOSING TIME:	11:00
DESCRIPTION	THE IMPLEMENTATION OF SCHOOLS SANITATION MAINTENACE (SUPPLY, DELIVERY AND SERVICING OF PORTABLE CHEMICAL TOILETS PROGRAMME FROM QUALIFYING AND EXPERIENCED ENTITIES				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
04 th Floor, The Marine Building 22 Dorothy Nyembe Street					
Durban 4001					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Nonzwakazi Kalipa		CONTACT PERSON	Zamokuhle Malwane	
TELEPHONE NUMBER	031 369 7408		TELEPHONE NUMBER	031 369 7400	
FACSIMILE NUMBER	N/A		FACSIMILE NUMBER	N/A	
E-MAIL ADDRESS	nonzwakazik@idt.org.za		E-MAIL ADDRESS	Zamokuhlem@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
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No	
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
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:
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 WWW.SARS.GOV.ZA.
2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

NB: FAILURE TO PROVIDE / 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:

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:

.....

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:

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 .

.....
.....

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.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying 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 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.

SBD 6.1

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

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).

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 90/10 preference point system.
- b) The applicable preference point system for this tender is the 80/20 preference point system.
- c) Either the 90/10 or 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 100% Ownership	3	6
Youth 100% Ownership	3	6
People with Disabilities 100% Ownership	2	4
Black people 100% Ownership	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.

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).

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:

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

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:

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

Where

Ps = Points scored for price of tender under consideration
Pt = Price of tender under consideration
Pmax = Price of highest acceptable tender

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 100% Ownership	3	6		
Youth 100% Ownership	3	6		
People with Disabilities 100% Ownership	2	4		
Black people 100% Ownership	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:

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 enterprises

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

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

THIS IS TO CERTIFY THAT I (name of bidder/authorized representative),
Who

Represents (state name of bidder)CSD
Registration

Number.....

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:

IMPORTANT NOTES:

1. The following is an abstract from the Preferential Procurement Regulations 2022 promulgated with the Preferential Policy Framework Act No 5 of 2000:

"CSD Tax Compliance"

No contract may be awarded to a person who has non-compliant tax status found on CSD or South African Revenue Service ("SARS") certifying the taxes of that person to be in order or that suitable arrangement have been made with SARS"

Copy of Tax Clearance Certificate with PIN

Failure to comply with CSD tax compliance will inevitably invalidate the tender.

REGISTRATION ON THE CENTRAL SUPPLIERS DATABASE

1. In terms of the National Treasury Instruction Note, all suppliers of goods and services to the State are required to register on the Central Suppliers Database.
2. Prospective suppliers should self-register on the CSD website www.csd.gov.za
3. If a business is registered on the Database and it is found subsequently that false or incorrect information has been supplied, then the Department may, without prejudice to any other legal rights or remedies it may have;
 - 3.1 cancel a bid or a contract awarded to such supplier, and the supplier would become liable for any damages if a less favorable bid is accepted or less favorable arrangements are made.
4. **The same principles as set out in paragraph 3 above are applicable should the supplier fail to request updating of its information on the Central Suppliers Database, relating to changed particulars or circumstances.**
5. IF THE SUPPLIER IS NOT REGISTERED AT THE CLOSING TIME OF BID, THE SUPPLIER WILL BE DISQUALIFIED AT THE BID EVALUATION PROCESS.

TAX CLEARANCE CERTIFICATE REQUIREMENTS

It is a condition of a bid that the taxes of the successful bidder **must** be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the bidder's tax obligations.

1. In order to meet this requirement, bidders are required to complete in full the form TCC 001 "Application for a Tax Certificate" and submit it to any SARS branch office nationally. The Tax Clearance Certificate/ Valid Tax Compliance Pin Requirements are also applicable to foreign bidders/individuals who wish to submit bids.
2. SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval. Copies of TCC 001 "Application for a Tax Clearance Certificate" form are available from any SARS branch office nationally or on the website www.sars.gov.za.
3. The Tax Clearance Certificate / Valid Tax Compliance Status Pin must be submitted together with the bid. Failure to submit the original and valid Tax Clearance Certificate will result in the invalidation of the bid. Certified copies of the Tax Clearance Certificate will not be acceptable.
4. In bids where Consortia/Joint Ventures/Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate.
5. Applications for the Tax Clearance Certificates / Valid Tax Compliance Status Pin may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website www.sars.gov.za.

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.

GENERAL CONDITIONS OF CONTRACT

i. Definitions

The following terms shall be interpreted as indicated:

- 1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
- 1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
- 1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
- 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- 1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 1.7 "Day" means calendar day.
- 1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.
- 1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.
- 1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
- 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
- 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 "GCC" means the General Conditions of Contract.
- 1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to

supply to the purchaser under the contract.

- 1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18 "Manufacture" means the production of products in a factory using labor, materials, components and machinery and includes other related value-adding activities.
- 1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 "Project site," where applicable, means the place indicated in bidding documents.
- 1.21 "Purchaser" means the organization purchasing the goods.
- 1.22 "Republic" means the Republic of South Africa.
- 1.23 "SCC" means the Special Conditions of Contract.
- 1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.25 "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.

ii. Application

- 1.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 1.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 1.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

iii. General

- 1.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.

- 1.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za

iv. Standards

- 1.1. The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.

v. Use of contract documents and information; inspection.

- a. The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- b. The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- c. Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
- d. The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

vi. Patent rights

- 1.1. The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.

2. Performance security

- 1.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
- 1.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 1.3 The performance security shall be denominated in the currency of the contract or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
3. a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or

4. a cashier's or certified cheese

1.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

2. Inspections, tests and analyses

2.1 All pre-bidding testing will be for the account of the bidder.

2.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.

2.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.

2.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.

2.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.

2.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.

2.7 Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

2.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

9. Packing

a. The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the

absence of heavy handling facilities at all points in transit.

- b. The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

2. Delivery and documents

- a. Delivery of the goods shall be made by the supplier in accordance with the terms specified in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC.
- b. Documents to be submitted by the supplier are specified in SCC.

3. Insurance

- a. The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the SCC.

4. Transportation

- a. Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.

5. Incidental Services

- a. The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
 - (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
 - (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
 - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
 - (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
 - (e) training of the purchaser's personnel, at the supplier's equipment and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.
- b. Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

6. Spare parts

- a. As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:

- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
- (b) in the event of termination of production of the spare parts:
 - (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
 - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

7. Warranty

- a. The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
- b. This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.
- c. The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- d. Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- e. If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

8. Payment

- a. The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- b. The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.
- c. Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- d. Payment will be made in Rand unless otherwise stipulated in SCC.

9. Prices

- a. Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.

10. Contract amendments

- a. No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.

11. Assignment

- a. The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.

12. Subcontracts

- a. The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.

13. Delays in the supplier's performance

- a. Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- b. If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- c. No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- d. The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.
- e. Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.
- f. Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any

goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

14. Penalties

- a. Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.

15. Termination for default

- a. The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
 - (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
 - (b) if the Supplier fails to perform any other obligation(s) under the contract; or
 - (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- b. In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.
- c. Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.
- d. If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.
- e. Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.
- f. If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
 - a. the name and address of the supplier and / or person restricted by the purchaser;
 - b. the date of commencement of the restriction

- c. the period of restriction; and
 - d. the reasons for the restriction.
- i. These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.
- g. If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

16. Anti-dumping and countervailing duties and rights

- a. When, after the date of bid, provisional payments are required, or antidumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favorable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.

17. Force Majeure

- a. Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- b. If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

18. Termination for insolvency

- a. The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.

19. Settlement of Disputes

- a. If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- b. If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- c. Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- d. Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- e. Notwithstanding any reference to mediation and/or court proceedings herein,
 - (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
 - (b) the purchaser shall pay the supplier any monies due the supplier.

20. Limitation of liability

- a. Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;
 - i. the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and
 - ii. the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

21. Governing language

- a. The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.

22. Applicable law

- a. The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.

23. Notices

- a. Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified

mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice

- b. The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

24. Taxes and duties

- a. A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- b. A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- c. No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

25. National Industrial Participation (NIP) Programme

- a. The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.

26. Prohibition of Restrictive practices

- a. In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).
- b. If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

FORM OF OFFER

IMPLEMENTATION OF SCHOOLS SANITATION MAINTENACE (SUPPLY, DELIVERY AND SERVICING OF PORTABLE CHEMICAL TOILETS PROGRAMME FOR THE DEPARTMENT OF EDUCATION (DOE) - KWAZULU-NATAL PROVINCE - UGU

CAPACITY OF PORTABLE CHEMICAL TOILETS UNITS: _____

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 of witness signature of witness

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

FORM OF ACCEPTANCE

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
4thFloor, The-Marine-Building
Durban 4000

Name and

Signature of witness Date

FORM OF OFFER

IMPLEMENTATION OF SCHOOLS SANITATION MAINTENACE (SUPPLY, DELIVERY AND SERVICING OF PORTABLE CHEMICAL TOILETS PROGRAMME FOR THE DEPARTMENT OF EDUCATION (DOE) - KWAZULU-NATAL PROVINCE - UMGUNGUNDLOVU

CAPACITY OF PORTABLE CHEMICAL TOILETS UNITS: _____

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Name Identity number
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(Name and
address of organization)
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Name of witness signature of witness

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Signature	Date
Name	Identity number
Capacity	

**for the
Employer**
Independent Development Trust
22 Dorothy Nyembe Street
4thFloor, The-Marine-Building
Durban 4000

Name and

Signature of witness Date

FORM OF OFFER

IMPLEMENTATION OF SCHOOLS SANITATION MAINTENACE (SUPPLY, DELIVERY AND SERVICING OF PORTABLE CHEMICAL TOILETS PROGRAMME FOR THE DEPARTMENT OF EDUCATION (DOE) - KWAZULU-NATAL PROVINCE – HARRY GWALA

CAPACITY OF PORTABLE CHEMICAL TOILETS UNITS: _____

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.

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Name Identity number
Capacity **for the tenderer**
(Name and
address of organization)
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Name of witness signature of witness

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Signature Date
Name Identity number
Capacity

**for the
Employer**
Independent Development Trust
22 Dorothy Nyembe Street
4thFloor, The-Marine-Building
Durban 4000

Name and

Signature of witness Date

FORM OF OFFER

IMPLEMENTATION OF SCHOOLS SANITATION MAINTENACE (SUPPLY, DELIVERY AND SERVICING OF PORTABLE CHEMICAL TOILETS PROGRAMME FOR THE DEPARTMENT OF EDUCATION (DOE) - KWAZULU-NATAL PROVINCE – KING CETSHWAYO

CAPACITY OF PORTABLE CHEMICAL TOILETS UNITS: _____

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Signature	Date
Name	Identity number
Capacity	

**for the
Employer**
Independent Development Trust
22 Dorothy Nyembe Street
4thFloor, The-Marine-Building
Durban 4000

Name and

Signature of witness Date

FORM OF OFFER

IMPLEMENTATION OF SCHOOLS SANITATION MAINTENACE (SUPPLY, DELIVERY AND SERVICING OF PORTABLE CHEMICAL TOILETS PROGRAMME FOR THE DEPARTMENT OF EDUCATION (DOE) - KWAZULU-NATAL PROVINCE - ILEMBE

CAPACITY OF PORTABLE CHEMICAL TOILETS UNITS: _____

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Name of witness signature of witness

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

FORM OF ACCEPTANCE

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
4thFloor, The-Marine-Building
Durban 4000

Name and

Signature of witness Date

FORM OF OFFER

IMPLEMENTATION OF SCHOOLS SANITATION MAINTENACE (SUPPLY, DELIVERY AND SERVICING OF PORTABLE CHEMICAL TOILETS PROGRAMME FOR THE DEPARTMENT OF EDUCATION (DOE) - KWAZULU-NATAL PROVINCE - UMKHANYAKUDE

CAPACITY OF PORTABLE CHEMICAL TOILETS UNITS: _____

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 of witness signature of witness

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

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Signature Date

Name Identity number

Capacity

**for the
Employer**

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

Name and

Signature of witness Date

FORM OF OFFER

IMPLEMENTATION OF SCHOOLS SANITATION MAINTENACE (SUPPLY, DELIVERY AND SERVICING OF PORTABLE CHEMICAL TOILETS PROGRAMME FOR THE DEPARTMENT OF EDUCATION (DOE) - KWAZULU-NATAL PROVINCE - ZULULAND

CAPACITY OF PORTABLE CHEMICAL TOILETS UNITS: _____

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Name Identity number
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(Name and
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Name of witness signature of witness

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Signature Date
Name Identity number
Capacity

**for the
Employer**
Independent Development Trust
22 Dorothy Nyembe Street
4thFloor, The-Marine-Building
Durban 4000

Name and

Signature of witness Date

FORM OF OFFER

IMPLEMENTATION OF SCHOOLS SANITATION MAINTENACE (SUPPLY, DELIVERY AND SERVICING OF PORTABLE CHEMICAL TOILETS PROGRAMME FOR THE DEPARTMENT OF EDUCATION (DOE) - KWAZULU-NATAL PROVINCE - UMZINYATHI

CAPACITY OF PORTABLE CHEMICAL TOILETS UNITS: _____

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Signature Date
Name Identity number
Capacity **for the tenderer**
(Name and
address of organization)
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Name of witness signature of witness

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Signature Date

Name Identity number

Capacity

**for the
Employer**

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

Name and

Signature of witness Date

FORM OF OFFER

IMPLEMENTATION OF SCHOOLS SANITATION MAINTENACE (SUPPLY, DELIVERY AND SERVICING OF PORTABLE CHEMICAL TOILETS PROGRAMME FOR THE DEPARTMENT OF EDUCATION (DOE) - KWAZULU-NATAL PROVINCE - AMAJUBA

CAPACITY OF PORTABLE CHEMICAL TOILETS UNITS: _____

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.

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Signature Date
Name Identity number
Capacity

**for the
Employer**
Independent Development Trust
22 Dorothy Nyembe Street
4thFloor, The-Marine-Building
Durban 4000

Name and

Signature of witness Date

FORM OF OFFER

IMPLEMENTATION OF SCHOOLS SANITATION MAINTENACE (SUPPLY, DELIVERY AND SERVICING OF PORTABLE CHEMICAL TOILETS PROGRAMME FOR THE DEPARTMENT OF EDUCATION (DOE) - KWAZULU-NATAL PROVINCE - PINETOWN

CAPACITY OF PORTABLE CHEMICAL TOILETS UNITS: _____

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(Name and
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Name of witness signature of witness

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Signature	Date
Name	Identity number
Capacity	

**for the
Employer**
Independent Development Trust
22 Dorothy Nyembe Street
4thFloor, The-Marine-Building
Durban 4000

Name and

Signature of witness Date

FORM OF OFFER

IMPLEMENTATION OF SCHOOLS SANITATION MAINTENACE (SUPPLY, DELIVERY AND SERVICING OF PORTABLE CHEMICAL TOILETS PROGRAMME FOR THE DEPARTMENT OF EDUCATION (DOE) - KWAZULU-NATAL PROVINCE - UTHUKELA

CAPACITY OF PORTABLE CHEMICAL TOILETS UNITS: _____

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Name Identity number
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**for the
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Independent Development Trust
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4thFloor, The-Marine-Building
Durban 4000

Name and

Signature of witness Date

FORM OF OFFER

IMPLEMENTATION OF SCHOOLS SANITATION MAINTENACE (SUPPLY, DELIVERY AND SERVICING OF PORTABLE CHEMICAL TOILETS PROGRAMME FOR THE DEPARTMENT OF EDUCATION (DOE) - KWAZULU-NATAL PROVINCE - UMLAZI

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Capacity **for the tenderer**
(Name and
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Signature Date

Name Identity number

Capacity

**for the
Employer**

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

Name and

Signature of witness Date

7. 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:

- (1) The bidder will furnish documentary proof regarding any bidding issue to the satisfaction of the Province, if requested to do so.
- (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 AUTHORIZED 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: