



INDEPENDENT DEVELOPMENT TRUST

DOE25KZNR061-SF

**BID DOCUMENT FOR PROFESSIONAL SERVICES ON BEHALF OF
THE PROVINCIAL DEPARTMENT OF EDUCATION (DOE)**

BID TITLE:

**REQUEST FOR BIDS FROM QUALIFYING AND EXPERIENCED ENTITIES FOR
THE PROVISION OF SOCIAL FACILITATION (SF) SERVICES FOR THE
CONSTRUCTION OF MUSA LSEN SPECIAL SCHOOL, ZULULAND DISTRICT-
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, 24 August 2026

BIDDER'S INFORMATION

(Must be completed by Bidder)

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

Prepared By:

The Independent Development Trust (IDT)
KZN Regional Office
4th Floor, The Marine Building
22 Dorothy Nyembe Street
Durban
4000

1. TERMS OF REFERENCE

ITEM	DESCRIPTION
1.1 Bid Issue Date	Monday, 03 August 2026
1.1.1 Compulsory Briefing	Not Applicable / No briefing will be undertaken
1.2 Bid Closing Date	Monday, 24 August 2026, 12:00pm – No late submissions will be received and/or considered.
1.3 Bid Reference No.	DOE25KZNR061-SF
1.4 Enquiries	Any queries shall be directed in writing to the IDT and shall be addressed to the contact person/s in the addresses indicated below; Name: Miss Nondumiso Khumalo and Mr Sibusiso Busani Email: NondumisoK@idt.org.za / SibusisoB@idt.org.za Tel: (031) 369 7400 (08h30 – 17h00 weekdays only)
1.5 Compulsory Requirements	1.5.1 Full Registration Report of Central Supplier Database (CSD) 1.5.2 Declaration that information on CSD is correct and up to date 1.5.3 Valid Letter of Good standing i.e COIDA Certificate from DOL / RMA / FEM 1.5.4 Invitation to Bid (SBD 1) 1.5.5 Bidder's Disclosure (SBD 4) 1.5.6 Preference Points Claim Form in terms of the Preferential Procurement (SBD 6.1) 1.5.7 Contract Form- Rendering of Services (SBD 7.2) 1.5.8 Fully Completed Fee Proposal in line with the Pricing Instruction as indicated in the bid document 1.5.9 Completed Form of Offer, fully signed and witnessed 1.5.10 CV and originally certified qualification of key personnel to be dedicated to the project 1.5.11 Proof of Experience on Construction Projects (Letter of Appointment and Completion Certificate) 1.5.12 The Bid Document must be completed by using hand and permanent black ink only (Note: Client appointment letter and contractual completion certificate is required as proof of experience) <u>FAILURE TO SUBMIT ANY OF THE ABOVE WILL LEAD TO DISQUALIFICATION</u>

ITEM	DESCRIPTION
1.6 Returnable Documents	1.6.1 In line with the Submission checklist (Refer to Page 20)
1.7 Evaluation Criteria	1.7.1 The 80/20 Evaluation System will be applicable.
1.8 Bid Award Criteria	1.8.1 The bidder submits proof of CSD registration with Compliant Tax Status 1.8.2 The bidder is registered on the panel of professional SF service providers. 1.8.3 Failure to comply with items 1.8.2 (tax compliance) and 1.8.3 above, within a reasonable period as would be indicated by the IDT, will result in the appointment of the next best point's scorer. 1.8.4 Note: The IDT reserves the right not to award the bid to the highest point's scorer, especially if it is deemed to be too risky. IDT reserves the right to conduct a capacity assessment if the recommended bidder is the responsive bidder and has already been awarded projects previously.
1.9 Submission of Bid documents	Bid documents shall be hand delivered in 1 combined pack (<i>i.e Bid document and its accompanying Annexures</i>) to the <i>Implementing Agent (IDT)</i>, and shall be marked as follows: The Independent Development Trust (IDT) KZN Regional Office 4th Floor, The Marine Building 22 Dorothy Nyembe Street Durban 4000 Marked confidential Bid and Indicate the Following: DOE25KZNR061-SF; MUSA LSEN SPECIAL SCHOOL – SF AND NAME OF SERVICE PROVIDER THE BID BOX IS LOCATED AT THE IDT'S MAIN RECEPTION AREA AS PER THE ADDRESS INDICATED ABOVE
1.10 Pricing / Fee Proposal / Bid	1.10.1 Bids shall be carried out in line with the pricing schedule attached in this document. 1.10.2 Bids shall be inclusive of VAT (Where Applicable - VAT Vendors) 1.10.3 Bids shall be valid for 120 calendar days.

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	1.10.4 All costs related to the service to be provided shall be included in the Bid. 1.10.5 All work stages for the project shall be quoted for. As indicated in item 1.10.4 above, all costs related to the service to be provided shall be included in the Bid. 1.10.6 The Bid shall be inclusive of all work expenses as there shall be no additional monies that will be paid by the Employer for this project. As such all work related risks shall be factored in the bidders Bid. Price / Fee adjustments shall only be carried out if and when the construction price changes, as is the norm, and in line with the applicable tariff of applicable professional fees. 1.10.7 Note: Bidders are requested to ensure that they fully complete section 5, as well as submit a formal quote in the official company's letterhead
1.11 Disbursements	1.11.1 Disbursement cost, if any, shall be paid on a proven incurred cost basis in line with applicable guidelines as per the National Department of Public Works (NDPW) "Rates for Reimbursable Expenses". 1.11.2 The base town for the projects shall be Durban. As such all disbursement related cost will be referenced to Durban Central Business District, KwaZulu-Natal, in line with the guidelines referred to in 1.11.1 above (<i>only applicable where the bidder's offices are located further away from Durban</i>) 1.11.3 No travelling and time related claims shall be applied for sites / towns within 100km of the base town / service provider's office address
1.12 Amendments	1.12.1 Any amendments to the rates offered or description given must be signed by an authorized person (i.e who signed the original Bid)
1.13 Scope of Works	1.13.1 Refer to Section 5
1.14 Site Staff	1.14.1 The Service provider to provide details of the personnel to be used in the project and attach proof of their SF professional registration.

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	1.14.2 Such personnel shall be available at all times for project / site related matters. Should this personnel be changed for some or other reason, he/she should be replaced by a person/s of equivalent or higher qualification and registration status.
1.15 IDT's Reservation of Rights	1.15.1 The Service Providers attention is specifically drawn to the fact that a contract in respect of the services requested herein will not necessarily result from the proposals received. 1.15.2 IDT's reservation of rights: IDT reserves the right to cancel or withdraw this request for Bids without prior notice and without furnishing any reasons whatsoever. 1.15.3 IDT reserves the right not to award to the lowest bidder. 1.15.4 IDT reserves the right to award all or part of the works. If not all works is awarded, the IDT reserves the right to re-calculate the bid price in accordance to the adjusted works (i.e adjusted construct value). IDT shall only pay for work done / carried out on site. No monies will be paid to the service provider for work stoppages / or when the project is placed on hold. As such the service provider shall only be paid for work carried out on site (refer to clause 1.16.1).
1.16 Cancellation Cost	1.16.1 Should the project be cancelled by the Client Department, for funding and/or other reasons, the IDT and the Client Department shall not be liable to remunerate the service provider for any potential loss of business and/or profit. The service provider shall only be remunerated for work done prior to the cancellation. 1.16.2 In this case time-based fees and disbursements may be used, where applicable, to remunerate the service provider accordingly. 1.16.3 Note: No time based fees shall be applicable for any work on hold.
1.17 Contract	1.17.1 The service provider will be expected to enter into contract with the IDT on behalf of DOE (KZN).
1.18 Bid Document and Contract	1.18.1 The Bidder is advised to ensure that they familiarise him themselves with all the contents of the bid documents as

ITEM	DESCRIPTION
	those will form the basis of the contract to be entered into. Any contents of this document that the bidder requires clarity on shall be brought forward before the bid submission date stipulated in this bid document. 1.18.2 Conditions of Contract are the CIDB Standard Professional Services Contract 3rd Edition of the CIDB Document 1015. 1.18.3 The IDT has decided to cap discounts at 20% to manage the risk to a greater extent so that professionals appointed eliminate the risk of abandoning sites due to non-completion of services and the further risk of requesting more funds to finalise the projects. Note: The Bid Document must be completed / fill in using hand and permanent black ink only

2. FEES

The Bid shall be based on the work to be performed on site by the Social Facilitator Service Provider and shall include all relevant allowances for unforeseen risk associated with the work of this nature.

The Bids shall cover for all work to be carried out by the SF Professional Service Provider including, but not limited to, Site Assessments, Reports, Various Site meetings, e.t.c.

The project construction cost is **R299 412 584.49 (Two Hundred and Ninety-Nine Million, Four Hundred and Twelve Thousand, Five Hundred and Eighty-Four Rand, Forty-Nine Cents Only Inclusive of VAT).**

3. FEE PROPOSAL

The Bid shall be prepared in both the service provider's letterhead and the table below.

The Bid shall be prepared in the manner as indicated below;

Table 3.1: MUSA LSEN SPECIAL SCHOOL

1	PHASE 1 PLANNING AND MOBILISATION	UNIT	QUANTITY	RATE	TOTAL COST
	ACTIVITIES				
1,1	Facilitation training of local labour				
	Report Writing	No.	32		
	Travelling	Km	16320		
	SUB TOTAL				
1,2	PSC Workshop				
	SUB TOTAL				
	PHASE ONE TOTAL				
2	IMPLEMENTATION AND MONITORING				
	Activities				
2,1	Project Site Monitoring				
	Monthly Site Monitoring	Days	64		
	Report Writing	No.	32		
	Travelling	Km	32640		
	SUB TOTAL				
3	PHASE 3 PROJECT COMPLETION AND HAND OVER				
	Activities				
3,1	Dissolve PSC				
	Arrangement of the last PSC Meeting	No.	1		
	Take minutes and present last progress report	No.	1		
	Close Out Report Compilation	No.	1		
	Travelling	Km	510		
	SUB TOTAL				
	SUB TOTAL				
	VAT @15%				
	TOTAL				

NOTE: The surcharge, in line with the applicable gazette will only be applicable for Alterations Work at the project/ implementation stage once a full determination of the scope of works has been carried out. The surcharge fee will only be applied where applicable at the same average % discount offered at bidding stage. (i.e if the offer by the bidder at bidding stage is Y% discount the surcharge will also be applied at the same Y% discount).

NOTE: The IDT has decided to cap discounts at 20% to manage the risk to a greater extent so that professionals appointed eliminate the risk of abandoning sites due to non-completion of services and the further risk of requesting more funds to finalise the projects.

The risk associated with high discounts offered by Professional Service providers may result in poor delivery of service and non-compliance of services.

NOTE: The bidder is to ensure that all pricing from the above table(s) is transferred (i.e. the total offered price) to the Form of Offer on Page 41 (Note: Failure to complete and sign the Form of Offer in Full by an authorised person shall invalidate the bid).

NOTE: This section shall be read in conjunction with the Form of Offer on Page 41 as well as the request for a signed Bid Offer in the Bidders Official Letterhead. This note shall not be read to negate all above and/or other bid requirements stipulated in this bid document.

NOTE: The IDT reserves the right to award all or parts of the works. Remuneration to the service provider shall only be limited to the work done to completion to the acceptance and approval of the IDT and DOE

4. SCOPE OF WORKS

Scope of services includes standard / normal services (Stages 4 – 6) as envisaged in the guideline scope of services and tariff of fees for Occupational Health and Safety profession. This entails “*inter alia*” the following:

- Development of Stakeholder Engagement Strategies and Plans.
- Social Intelligence: Gather and analyse Information provide early warning signs and conduct risk assessment.
- Training of corporate, government and community social engagement facilitators (SEF and SEP only)
- Develop social Facilitation Strategies and Plans and conduct Social
- Facilitate (Community meetings and dialogues)
- Conflict resolution and mediation
- Advise and develop Corporate Social Responsibility strategies and policies
- If in the construction or building sector facilitate project management structures formation and train these structures.

- Lobby and advocate for SMMEs and cooperative involvement in projects, including compilation of their data base.
- Develop and monitor implementation of Social Labour Plans especially in the Mining sector
- Monitor project implementations
- Training and capacity building
- Facilitate Social Cohesion Processes
- Prepare monthly progress reports, minutes of meetings and approval of progress certificates;
- Manage, co-ordinate and monitor all necessary testing and commissioning, including timeous rectification of defects before practical completion;
- Prepare and present contract close-out report.

NOTE: The IDT reserves the right to award all or parts of the works. Remuneration to the service provider shall only be limited to the work done to completion to the acceptance and approval of the IDT and DOE

TENDER / BID DATA

Clause number	BID PROVISION OF SOCIAL FACILITATION SERVICES FOR THE CONSTRUCTION OF MUSA LSEN SPECIAL SCHOOL, KWAZULU NATAL PROVINCE DOE25KZNR061-SF
1	The Employer is Independent Development Trust (IDT) on behalf of the KZN Provincial Department Of Education (DOE)
2	Inspections, Tests and Analysis Access shall be provided for inspections, tests and analysis as may be required by the employer.
3	Contract period: The contract period will be based on a 32 months estimated construction period.
4	Central Supplier Database (CSD) on 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"
5	Opening of Bid Submissions Bids will not be open in public.
6	Evaluation of Tender Offers The bidders will be evaluated on Specific Goal point scoring and the price as per the IDT 80/20 score card. A contract may, on reasonable and justifiable grounds, be awarded to a bidder that did not score the highest number of aggregate points where the IDT is managing risk, i.e. where the bidder has underpriced such that, the project may be compromised by such underpricing or in spreading of work to other bidders in case where the highest points scorer has already been awarded work.

Clause number	BID PROVISION OF SOCIAL FACILITATION SERVICES FOR THE CONSTRUCTION OF MUSA LSEN SPECIAL SCHOOL, KWAZULU NATAL PROVINCE DOE25KZNR061-SF
7	Acceptance of Tender Offers Tender offers will only be accepted if: a) Central Supplier Database (CSD) on 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" b) 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; c) Completed and signed ALL SBD Forms d) the tenderer completed in full, signed and witnessed form of offer; e) the tenderer has submitted a signed Bid in the official company's letterhead f) The company is registered on the IDT's Panel of Professional SF Consultants g) The Bidder's Professional registration is valid and active.
8	Seek clarification Request clarification of the tender documents (if necessary) by notifying the employer at least five working days before the Closing Date stated in the terms of reference.
9	The additional conditions of tender are: The employer is not obliged to accept the lowest bidder.
10	Notice to Unsuccessful Bidders Should the bidders not hear from IDT within 14 days from the Bid closure day i.e. submission date of the Bid they should consider their submission unsuccessful. No written notification will be issued by the Employer to unsuccessful bidders.
11	The Contract: The Bid Document is the contract document for this document and the copy to be submitted to the successful bidder.
12	Contingencies Contingencies are indicated as a provision in the attached pricing schedule. The disbursements shall be paid as proven cost and shall be adjusted accordingly, where applicable, with an approved disbursement plan.

STANDARD CONDITIONS OF TENDER

Standard Conditions of Tender

- The employer and each tenderer submitting a tender offer shall comply with these conditions of tender. In their dealings with each other, they shall discharge their duties and obligations as set out in the tender data, timeously and with integrity, and behave equitably, honestly and transparently, comply with all legal obligations and not engage in anticompetitive practices.
- The employer and the tenderer and all their agents and employees involved in the tender process shall avoid conflicts of interest and where a conflict of interest is perceived or known, declare any such conflict of interest, indicating the nature of such conflict. Tenderers shall declare any potential conflict of interest in their tender submissions. Employees, agents and advisors of the employer shall declare any conflict of interest to whoever is responsible for overseeing the procurement process at the start of any deliberations relating to the procurement process or as soon as they become aware of such conflict, and abstain from any decisions where such conflict exists or recuse themselves from the procurement process, as appropriate.

Note: 1) A conflict of interest may arise due to a conflict of roles which might provide an incentive for improper acts in some circumstances. A conflict of interest can create an appearance of impropriety that can undermine confidence in the ability of that person to act properly in his or her position even if no improper acts result.

2) Conflicts of interest in respect of those engaged in the procurement process include direct, indirect or family interests in the tender or outcome of the procurement process and any personal bias, inclination, obligation, allegiance or loyalty which would in any way affect any decisions taken.

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

- a) **Conflict of interest** means any situation in which:
- i) someone in a position of trust has competing professional or personal interests which make it difficult to fulfill his or her duties impartially;
 - ii) an individual or organisation is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit; or
 - iii) incompatibility or contradictory interests exist between an employee and the organisation which employs that employee.
- b) **Comparative offer** means the tenderer's financial offer after all tendered parameters that will affect the value of the financial offer have been taken into consideration in order to enable comparisons to be made between offers on a comparative basis
- c) **Corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process; and
- d) **Fraudulent practice** means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels
- e) **organization** means a company, firm, enterprise, association or other legal entity, whether incorporated or not, or a public body
- f) **Quality (functionality)** means the totality of features and characteristics of a product or service that bear on its ability to satisfy stated or implied needs

Communication and employer's agent

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

The employer's right to accept or reject any tender offer

- The employer may accept or reject any variation, deviation, tender offer, or alternative tender offer, and may cancel the tender process and reject all tender offers at any time before the formation of a contract. The employer shall not accept or incur any liability to a tenderer for such cancellation and rejection.

Procurement procedures

General

All responsive tenderers, or not less than three responsive tenderers that are highest ranked in terms of the evaluation method and evaluation criteria stated in the tender data, **may** be invited in each round to enter into competitive negotiations, based on the principle of equal treatment and keeping confidential the proposed solutions and associated information.

At the conclusion of each round of negotiations, tenderers **may** be invited by the employer to make a fresh tender offer, based on the same evaluation criteria, with or without adjusted weightings. Tenderers will be advised accordingly when they are to submit their best and final offer.

The contract shall be awarded when the evaluation was done by the panel of not less than three persons and the Employer has the submitted best and final offer.

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

Tenderer's obligations

Eligibility

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

Notify the employer of any proposed material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used by the employer as the basis in a prior process to invite the tenderer to submit a tender offer and obtain the employer's written approval to do so prior to the closing time for tenders.

Cost of tendering

Accept that the employer will not compensate the tenderer for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer satisfy requirements.

Check documents

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

Confidentiality and copyright of documents

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

Reference documents

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

Acknowledge addenda

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

Clarification meeting

There will be no clarification meeting for this RFQ.

Seek clarification

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

Insurance

Be aware that the extent of insurance to be provided by the employer (if any) may not be for the full cover required in terms of the conditions of contract identified in the contract data. The tenderer is advised to seek qualified advice regarding insurance and to ensure that he or she is adequately covered for the duration of the project.

Pricing the tender offer

Include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes (except Value Added Tax (VAT), and other levies payable by the successful tenderer'.

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

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

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

Alterations to documents

Not make any alterations or additions to the tender documents, except to comply with instructions issued by the employer, or necessary to correct errors made by the tenderer. All signatories to the tender offer shall initial all such alterations. Erasures and the use of masking fluid are prohibited.

Alternative tender offers

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

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

Submitting a tender offer

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

Return all returnable documents to the employer after completing them in their entirety by writing in black ink.

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

Sign the original and all copies of the tender offer where required in terms of the tender data. The employer will hold all authorized signatories liable on behalf of the tenderer.

Seal the original and each copy, where applicable, of the tender offer as separate packages marking the packages as "ORIGINAL" and "COPY". Each package shall state on the outside the employer's address and identification details stated in the terms of reference, as well as the tenderer's name and contact address.

Seal the original tender offer and copy packages together in an outer package that states on the outside only the employer's address and identification details as stated in the Bid data.

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

Accept that tender offers submitted by facsimile or e-mail will be rejected by the employer.

Information and data to be completed in all respects

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

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

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

Tender offer validity

Hold the tender offer(s) valid for acceptance by the employer at any time during the validity period stated in the tender data after the closing time stated in the tender data.

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

Accept that a Bid submission that has been submitted to the employer may only be withdrawn or substituted by giving the Employer or the employer's agent written notice before the closing time for tenders that a Bid is to be withdrawn or substituted.

Clarification of tender offer after submission

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

Note: Clarification of the offer DOES not preclude the negotiation of the final terms of the contract with a preferred tenderer following a competitive selection process, should the Employer elect to do so.

Provide other material

Provide, on request by the employer, any other material that has a bearing on the tender offer, the tenderer's commercial position, preferential arrangements, or samples of materials, considered necessary by the employer for the purpose of a full and fair risk assessment. Should the tenderer not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the employer's request, the employer may regard the tender offer as non-responsive.

Disposal of samples of materials provided for evaluation by the employer, where required.

Inspections, tests and analysis

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

Submit securities, bonds, policies, etc.

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

Check final draft

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

Certificates

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

The employer's undertakings

Respond to requests from the tenderer

Unless otherwise stated in the tender Data, respond to a request for clarification received up to five working days before the tender closing time stated in the Tender Data and notify all tenderers who drew procurement documents.

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

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

Issue Addenda

If necessary, issue addenda that may amend or amplify the tender documents to each tenderer during the period from the date that tender documents are available until three days before the tender closing time stated in the Tender Data. If, as a result a tenderer applies for an extension to the closing time stated in the Tender Data, the Employer may grant such extension and, shall then notify all tenderers who drew documents.

Return late tender offers

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

Non-disclosure

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

Grounds for rejection and disqualification

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

Test for responsiveness

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

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

A responsive tender is one that conforms to all the terms, conditions, and specifications of the tender documents without material deviation or qualification. A material deviation or qualification is one which, in the Employer's opinion, would:

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

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

Arithmetical errors, omissions and discrepancies

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

Check the highest ranked tender or tenderer with the highest number of tender evaluation points after the evaluation of tender offers:

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

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

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

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

Clarification of a tender offer

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

General

Appoint an evaluation panel of not less than three persons. Reduce each responsive tender offer to a comparative offer and evaluate them using the tender evaluation methods and associated evaluation criteria and weightings that are specified in the tender data:

Acceptance of tender offer

Accept the tender offer, if in the opinion of the employer, it DOES not present any unacceptable commercial risk and only if the tenderer:

- a) is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement,
- b) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract,
- c) has the legal capacity to enter into the contract,
- d) is not insolvent, in receivership, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of any of the foregoing,
- e) complies with the legal requirements, if any, stated in the tender data, and
- f) is able, in the opinion of the employer, to perform the contract free of conflicts of interest.

Prepare contract documents

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

- a) addenda issued during the tender period,
- b) inclusion of some of the returnable documents, and
- c) other revisions agreed between the employer and the successful tenderer.

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

Complete adjudicator's contract

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

Provide copies of the contracts

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

LIST OF RETURNABLE DOCUMENTS

List of Returnable Documents

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

ITEM	LIST OF RETURNABLE DOCUMENTS	TICK IF ATTACHED
1.	Companies and Intellectual Property Commission (CIPC)	
2.	Full Central Supplier Database (CSD) Report and Tax Clearance Pin	
3.	CV and originally certified qualifications of key personnel dedicated to the project	
4.	Declaration that information on CSD is correct and up to date	
5.	Valid Letter of Good standing i.e COIDA Certificate from DOL / RMA / FEM	
6.	Proof of Construction Experience (Appointment Letter & Completion Certificate)	
9.	Invitation to Bid (SBD1)	
10.	Declaration of Interest (SBD4)	
11.	Preference Points Claim Form in terms of the Preferential Procurement (SBD 6.1)	
12.	Contract Form- Rendering of Services (SBD 7.2)	
13.	Fully Completed Fee Proposal	
14.	Fully Completed Form of Offer	

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.

7.CERTIFICATION OF CORRECTNESS OF INFORMATION SUPPLIED IN THIS DOCUMENT

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

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

SIGNED ON THIS DAY OF 20 AT

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

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

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

.....

WHO REPRESENTS (state name of bidder)

.....

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

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

.....

SIGNATURE OF BIDDER OR AUTHORISED REPRESENTATIVE

DATE:.....

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

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

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

1. GENERAL CONDITIONS

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

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

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

(delete whichever is not applicable for this tender).

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

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

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

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

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

- 1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.
- 1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. DEFINITIONS

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price Bids, competitive tendering process or any other method envisaged in legislation;
- (b) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

80/20	or	90/10	
$Ps = 80 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)$	or	$Ps = 90 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)$	

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

80/20	or	90/10	
$Ps = 80 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)$	or	$Ps = 90 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)$	

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

(b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

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

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

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

Source Documents to be submitted with the Bid or RFQ

- *CIPC Document (Company Registration Document will be required for verification (CIPC DOC) Including share certificates)
- *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:	.....
	

PROOF/DOCUMENTATION FOR CLAIMING OF PREFERENTIAL/SPECIFIC GOALS POINTS

Attached hereto is my / OUR PROOF/DOCUMENTATION SUPPORTING THE ALLOCATION OF SPECIFIC GOALS POINTS. My failure to submit the proof/documentation with my / our tender document will lead to the conclusion that I am / we do not wish to claim preference/specific goals points.

Source Documents to be submitted with the Bid or RFQ for claiming of points

- *CIPC Document (Company Registration Document will be required for verification (CIPC DOC) Including share certificates)
- *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)

CIPC REGISTRATION

Attached hereto is my / OUR ORIGINAL (CERTIFIED COPY) CIPC Registration Document issued by Companies Intellectual Property Commission. My failure to submit the document with my / our bid will lead to the conclusion that I am / we do not wish to claim preference points in terms of my / our preferential status.

TAX CLEARANCE

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"

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

***CV and originally certified qualifications
of key personnel dedicated to the project***

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE INDEPENDENT DEVELOPMENT TRUST (IDT)					
BID NUMBER:	DOE25KZNR061-SF	CLOSING DATE:	24 August 2026	CLOSING TIME:	12h00
DESCRIPTION	PROVISION OF SOCIAL FACILITATION (SF) SERVICES FOR THE CONSTRUCTION OF MUSA LSEN SPECIAL SCHOOL, ZULULAND DISTRICT - KWAZULU NATAL PROVINCE				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
IDT Regional Offices					
4th 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	Nondumiso Khumalo		CONTACT PERSON	Sibusiso Busani	
TELEPHONE NUMBER	(031) 369 7400		TELEPHONE NUMBER	(031) 369 7400	
FACSIMILE NUMBER	N/A		FACSIMILE NUMBER	N/A	
E-MAIL ADDRESS	NondumisoK@idt.org.za		E-MAIL ADDRESS	SibusisoB@idt.org.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] ☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX] ☐ Yes ☐ 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?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?		☐ Yes ☐ No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?				☐ YES ☐ NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?				☐ YES ☐ NO	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?				☐ YES ☐ NO	
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?				☐ YES ☐ NO	
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?				☐ YES ☐ NO	
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					

PART B TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:	
1.1.	BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2.	ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.
1.3.	THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, 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.
- 3.5 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.6 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.7 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

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

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

MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

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

² Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

CONTRACT FORM - RENDERING OF SERVICES

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

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

1. I hereby undertake to render services described in the attached bidding documents to (name of the institution)..... in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid .
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (i) Bidding documents, viz
 - Invitation to bid;
 - Tax clearance certificate;
 - Pricing schedule(s);
 - Filled in task directive/proposal;
 - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2017;
 - Declaration of interest;
 - Declaration of bidder's past SCM practices;
 - Certificate of Independent Bid Determination;
 - Special Conditions of Contract;
 - (ii) General Conditions of Contract; and
 - (iii) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES

1

2

CONTRACT FORM - RENDERING OF SERVICES**PART 2 (TO BE FILLED IN BY THE PURCHASER)**

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

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

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

SIGNED ATON.....

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

WITNESSES

- 1
-
- 2

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:

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

Note: 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

FORM OF OFFER AND ACCEPTANCE

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

DOE25KZNR061-SF: PROVISION OF SOCIAL FACILITATION SERVICES FOR THE CONSTRUCTION OF MUSA LSEN SPECIAL SCHOOL, ZULULAND DISTRICT - KWAZULU NATAL PROVINCE

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) **INCLUDING VAT**

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

Signature Date

Name Identity number

Capacity

for the tenderer

(Name and
...
address of
organization)
...

Name and
signature
of witness

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 OFFER AND 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 or 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 4 th Floor, The Marine Building Durban 4000
Name and signature of witness	Date