SUPPLY AND SERVICING OF MOBILE CHEMICAL TOILETS AT UMZINTO INFORMAL SETTLEMENTS FOR A PERIOD OF THIRTY-SIX (36) MONTHS

CONTRACT NO: UGU-07-1736-2026

NAME OF BIDDER: .....

CONTACT PERSON: .....

TELEPHONE Nº : .....

FAX Nº /EMAIL ADD.: .....

ADDRESS : .....

.....

BID SUM : .....

.....

.....

BID CLOSES: 12H00 ON FRIDAY, 18 DECEMBER 2026

Note: This bid document must NOT be separated;

Annexures are to be attached to the back of the document.

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Bid Notice

SUPPLY AND SERVICING OF MOBILE CHEMICAL TOILETS AT UMZINTO INFORMAL SETTLEMENTS FOR A PERIOD OF THIRTY-SIX (36) MONTHS

Contract No: UGU-07-1736-2026

Tenders are hereby invited from suitable service providers for the supply and servicing of mobile chemical toilets at Umzinto Informal Settlements for a period of Thirty-Six (36) months, as per the specifications contained in the terms of reference.

Bid documents are obtainable from the Ugu District Municipality office in Port Shepstone at No. 28 Connor Street as from **Tuesday, 17 November 2026**, at a non-refundable payment of R1000.00 (No cheques will be accepted). The bid will also be advertised on the municipality's website and documents can be downloaded from the website and the e-tender portal, free of charge.

Bids completed in accordance with the conditions indicated in documents, must be sealed and endorsed with the relevant contract number and be deposited in the official tender box at the foyer of Ugu District Municipality on 96 Marine Drive, Phase 2 Building, Oslo Beach not later than **12h00 on Friday, 18 December 2026**, at which time bids will be opened in public. Bids that are submitted late, incomplete, unsigned or by facsimile, electronically, couriered or not completed in black ink will be rejected and not accepted for further evaluation. Bids submitted must be valid for a period of **90 days**

A compulsory briefing session will be held at the **Ugu Municipal Offices, No. 1 Preston Road, Park Rynie on Thursday, 03 December 2026 at 12:00**, bidders who fail to attend this compulsory meeting will not be considered for further evaluation.

All bid enquiries are to be directed to **Senior Manager: WSO, Mr M. Luswazi** during office hours on **(039) 688 5857** or emailed to Malibongwe.Luswazi@ugu.gov.za

The bid will be evaluated on Functionality, Price and Preference. Bidders that score less than 70% for functionality, will not be evaluated further.

Responsive Tenders will be scored for functionality first and only those tenders that meet the specified minimum total score for functionality (70%) will be considered further. Tenderers will be evaluated for functionality based on the following criteria.

Functionality Assessment Criteria is as follows:

Functionality Criteria:	MAX Score Points:
Ownership of Vehicle	30
Experience of Bidder (Min. 3 years)	50
Vehicle Roadworthiness	20

Ugu District Municipality subscribes to the Preferential Procurement Regulations **2022**, pertaining to the Preferential Procurement Policy Framework Act (PPPFA) principles whereby a bidder's submission will be evaluated according to the sum of the award of points in respect of the tender value and **Specific Goals**.

Price and Preference will be used for evaluation. The 80/20 preferential point system will be applicable, with 80 points for price and 20 points for Specific Goals (*See below table)*, in terms of revised Preferential Procurement Regulation in effect from 16 January 2023 Gazette Notice No. 47452 dated 04 November 2022.

Points to be allocated as follows:

	Categories	Weight	80|20	Supporting Documents
1	Ownership	60%	12	
2	Reconstruction & Development Programme	30%	6	
3	Other Specific Goals-	10%	2	
		100%	**20**	
#	**Specific Goal(s)**	**Weight**	**80|20 PP**	
	Ownership Categories:			
1.	1. an EME or QSE which is at least 100% owned by black people;	100%	12	CIPC: Shareholders Certificate and Sworn Affidavit confirming QSE/EME
	2. an EME or QSE which is at least 51% owned by black people;	66.67%	8	CIPC: Shareholders Certificate and Sworn Affidavit confirming QSE/EME
2	**Promotion of Local Business(s)**			
	1. Enterprise Located within the District Municipality - Rural	100%	6	CSD & Utilities: POR*: SAPS Affidavit
	2. Enterprise Located within the District Municipality - Urban	66.67%	4	CSD & Utilities: POR*: SAPS Affidavit
	3. Enterprise Located within the Province	33.3%	2	CSD & Utilities: POR*: SAPS Affidavit
3	**Other Specific Goals**			
	1. Enterprise 100% owned by Youth/Women/Disabled	100%	2	CIPC: Shareholders Certificate and Directors ID

The Council reserves the right not to accept the lowest bid or any bid and reserves the right to accept the whole or part of the bid, or to reject all bids and cancel the notice to tender.

Kindly note: Regulation 44 of Municipal Supply Chain Management Regulations states that the Municipality may not make any award to a person who is in the service of the state

VO MAZIBUKO
MUNICIPAL MANAGER
UGU DISTRICT MUNICIPALITY

MBD 1

PART A
INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF UGU DISTRICT MUNICIPALITY					
BID NUMBER:	UGU-07-1736-2026	CLOSING DATE:	18 DECEMBER 2026	CLOSING TIME:	12H00
DESCRIPTION	**SUPPLY AND SERVICING OF MOBILE CHEMICAL TOILETS AT UMZINTO INFORMAL SETTLEMENTS FOR A PERIOD OF THIRTY-SIX (36) MONTHS**				

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT *(STREET ADDRESS*

UGU DISTRICT MUNICIPALITY
96 MARINE DRIVE
PHASE 2 BUILDING
OSLO BEACH

SUPPLIER INFORMATION						
NAME OF BIDDER						
POSTAL ADDRESS						
STREET ADDRESS						
TELEPHONE NUMBER	CODE		NUMBER			
CELLPHONE NUMBER						
FACSIMILE NUMBER	CODE	N/A	NUMBER	N/A		
E-MAIL ADDRESS						
VAT REGISTRATION NUMBER						
TAX COMPLIANCE STATUS	TCS PIN:		OR	CSD No:		
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	☐ Yes ☐ No		
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS ISERVICES IWORKS OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS ISERVICES IWORKS OFFERED?	Yes No [IF YES, ANSWER PART B:3]		
TOTAL NUMBER OF ITEMS OFFERED			TOTAL BID PRICE	As per the Pricing Schedule		
SIGNATURE OF BIDDER	.....		DATE			
CAPACITY UNDER WHICH THIS BID IS SIGNED						

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		TECHNICAL INFORMATION MAY BE DIRECTED TO:	
DEPARTMENT	SCM Unit	CONTACT PERSON	Mr M. Luswazi
CONTACT PERSON	Ms N Mabaso	TELEPHONE NUMBER	039-688-5857
TELEPHONE NUMBER	039-688 5906	FACSIMILE NUMBER	N/A
FACSIMILE NUMBER	N/A	E-MAIL ADDRESS	Malibongwe.Luswazi@ugu.gov.za
E-MAIL ADDRESS	Ntabiso.Mzotho@ugu.gov.za		

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)
1.3.	THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
2.	TAX COMPLIANCE REQUIREMENTS
2.1	BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS AND ARE REQUIRED TO SUBMIT VALID TAX CLEARANCE CERTIFICATE.
2.2	IN BIDS WHERE CONSORTIA I JOINT VENTURES I SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE T C S CERTIFICATE / PIN / CSD NUMBER.

NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.
NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE.

SIGNATURE OF BIDDER: ……

CAPACITY UNDER WHICH THIS BID IS SIGNED: ……

DATE: ……..

Please attach copies of the following documents. Failure to provide the following duly completed and up to date documents and certified where applicable will lead to automatic disqualification.

- **Company registration documents.**
- **Tax Reference Number and Pin**
- **All Declarations Forms**
- **ID Document (for sole proprietors)**
- **Joint Venture Agreement (where applicable)**
- **Proof of payment for Municipal Services**
- **Central Supplier Database Registration**
- **Form of Offer**
- **Pricing Schedule**
- **A letter granting permission from the intended disposal site must be obtained and attached to the tender documents.**

MBD 4

DECLARATION OF INTEREST

1. No bid will be accepted from persons in the service of the state[1].

2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority.

3. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

   3.1 Full Name of bidder or his or her representative:……..

   3.2 Identity Number: …….

   3.3 Position occupied in the Company (director, trustee, hareholder[2]):……...

   3.4 Company Registration Number: …….

   3.5 Tax Reference Number:……

   3.6 VAT Registration Number: ……

   3.7 The names of all directors / trustees / shareholders members, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below.

   3.8 Are you presently in the service of the state? **YES / NO**

   3.8.1 If yes, furnish particulars. ….……

   ……..

[1]MSCM Regulations: "in the service of the state" means to be –
(a) a member of –
   (i) any municipal council;
   (ii) any provincial legislature; or
   (iii) the national Assembly or the national Council of provinces;

(b) a member of the board of directors of any municipal entity;
(c) an official of any municipality or municipal entity;
(d) an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);
(e) a member of the accounting authority of any national or provincial public entity; or
(f) an employee of Parliament or a provincial legislature.

[2] Shareholder" means a person who owns shares in the company and is actively involved in the management of the company or business and exercises control over the company.

3.9 Have you been in the service of the state for the past twelve months? ……**YES / NO**

3.9.1 If yes, furnish particulars……..……..

…….

3.10 Do you have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid? …… **YES / NO**

3.10.1 If yes, furnish particulars.
……
……

3.11 Are you, aware of any relationship (family, friend, other) between any other bidder and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid? **YES / NO**

3.11.1 If yes, furnish particulars
……
……

3.12 Are any of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state? **YES / NO**

3.12.1 If yes, furnish particulars.
……
……

3.13 Are any spouse, child or parent of the company's directors trustees, managers, principle shareholders or stakeholders in service of the state? **YES / NO**

3.13.1 If yes, furnish particulars.
……
……

3.14 Do you or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract. **YES / NO**

3.14.1 If yes, furnish particulars:
……..
……..

4. Full details of directors / trustees / members / shareholders.

Full Name	Identity Number	State Employee Number

…….. ……..
Signature **Date**

……. …….
Capacity **Name of Bidder**

MBD 5

DECLARATION FOR PROCUREMENT ABOVE R10 MILLION (ALL APPLICABLE TAXES INCLUDED)

For all procurement expected to exceed R10 million (all applicable taxes included), bidders must complete the following questionnaire:

1	Are you by law required to prepare annual financial statements for auditing?	***YES / NO**
1.1	If yes, submit audited annual financial statements for the past three years or since the date of establishment if established during the past three years. …… ……	
2	Do you have any outstanding undisputed commitments for municipal services towards any municipality for more than three months or any other service provider in respect of which payment is overdue for more than 30 days?	***YES / NO**
2.1	If no, this serves to certify that the bidder has no undisputed commitments for municipal services towards any municipality for more than three months or other service provider in respect of which payment is overdue for more than 30 days.	
2.2	If yes, provide particulars. …… …… …… ……	

* Delete if not applicable

2

3	Has any contract been awarded to you by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract?	***YES / NO**
3.1	If yes, furnish particulars …… ……	
4.	Will any portion of goods or services be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality / municipal entity is expected to be transferred out of the Republic?	***YES / NO**
4.1	If yes, furnish particulars …… ……	

CERTIFICATION

I, THE UNDERSIGNED (NAME) ……

CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS CORRECT.

I ACCEPT THAT THE STATE MAY ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

……	……
Signature	Date
……	……
Position	Name of Bidder

MBD 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, TENDERS 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 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	80
SPECIFIC GOALS	20
Total points for Price and SPECIFIC GOALS	**100**

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

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

2. DEFINITIONS

(a) **"tender"** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;

(b) **"price"** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;

(c) **"rand value"** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

(d) **"tender for income-generating contracts"** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and

(e) **"the Act"** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

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

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

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

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

Where

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

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

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

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

(Note to 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) PART A|B	Number of points allocated (80/20 system) (To be completed by the organ of state) PART A|B	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)
Ownership:				
1. an EME or QSE which is at least 100% owned by black people;	6	12		
2. an EME or QSE which is at least 51% owned by black people;	4	8		
RDP				
1. Enterprise Located within the District Municipality - Rural	3	6		
2. Enterprise Located within the District Municipality - Urban	2	4		
2. Enterprise Located within the Province	1	2		
Other Specific Goal				
1. Enterprise 100% owned by Youth/Women/Disabled/ Military V	1	2		

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

(f)

……
SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME: ……
DATE: ……

ADDRESS: ……

……

……
……

MBD 7.2

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 I 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 Specific Goal(s) Contribution in terms of the Preferential Procurement Regulations 2022;
   - 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 authorized to sign this contract.

NAME (PRINT) : _ _ _ _ _ _ _ _ _ _ _ _ _ _ _

CAPACITY: _

SIGNATURE : _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _

NAME OF FIRM: _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _

DATE: _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _

WITNESSES

1 _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _

2 _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _

DATE: _ _ _ _ _ _ _ _ _ _ _

CONTRACT FORM · RENDERING OF SERVICES

PART 2 (TO BE FILLED IN BY THE PURCHASER)

1. I …… in my capacity I in my capacity as

   ……accept your bid under reference number……

   dated _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ for the rendering of services indicated hereunder and/or further specified in the annexure(s).

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

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

DESCRIPTION OF SERVICE	PRICE (ALL APPLICABLE TAXES INCLUDED)	COMPLETION DATE	SPECIFIC GOAL LEVEL OF CONTRIBUTION	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)

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

SIGNED AT _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ ON _ _ _ _ _ _ _ _ _ _ _ _ _

NAME (PRINT) _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _

SIGNATURE _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _

WITNESSES

1 _ _ _ _ _ _ _ _ _ _ _ _ _ _ _

2 _ _ _ _ _ _ _ _ _ _ _ _ _ _ _

DATE: _ _ _ _ _ _ _ _ _ _ _ _ _

CERTIFICATE FOR PAYMENT OF MUNICIPAL SERVICES
DECLARATION IN TERMS OF CLAUSE 112(1) OF THE MUNICIPAL FINANCE MANAGEMENT ACT (NO.56

OF 2003) - (To be signed in the presence of a Commissioner of Oaths)

FAILURE TO SUBMIT ANY PROOF AS REQUIRED, WILL INVALIDATE THE TENDER

I, _____, _____ (full name and ID no.), hereby acknowledge that according to SCM Regulation 38(1)(d)(i), the Municipality may reject the tender of the tenderer if any municipal rates and taxes or municipal service charges owed by the Tenderer or any of its directors/members/partners to Ugu District Municipality, or to any other municipality or municipal entity, are in arrears for more than 3 (three) months.

I declare that I am duly authorised to act on behalf of _____ (name of the firm) and hereby declare, that to the best of my personal knowledge, neither the firm nor any director/member/partner of said firm is in arrears on any of its municipal accounts with any municipality in the Republic of South Africa, for a period longer than 3 (three) months.

I further hereby certify that the information set out in this schedule and/or attachment(s) hereto is true and correct.

The Tenderer acknowledges that failure to properly and truthfully complete this schedule may result in the tender being disqualified.

Director / Shareholder /
partner.....

Physical /residential address of the Director /shareholder /
partner.....

Municipal Account
number(s).....

Director / Shareholder /
partner.....

Physical /residential address of the Director /shareholder /
partner.....

Municipal Account
number(s).....

Physical address of the
Business.....

Municipal Account number(s)..... ....

....
Signature Position Date

NB: Bidders who reside/whose businesses are situated in the rural area and are not liable for any Municipal Payment for Services MUST submit an Affidavit (SAPS) in confirmation of their declaration.

NB: Bidders who are tenants and are not liable for any Municipal Payment for Services MUST submit a valid Lease Agreement

NB: Bidders who reside/operating their businesses in a property situated in an urban/ township area that they do not own or rent MUST submit the Municipal Account for the owner and an Affidavit from the owner confirming same.

COMMISSIONER OF OATHS

Signed and sworn to before me at....., on this .....day of .....2026 by the Deponent, who has acknowledged that he/she knows and understands the contents of this Affidavit, it is true and correct to the best of his/her knowledge and that he/she has no objection to taking the prescribed oath, and that the prescribed oath will be binding on his/her conscience.

COMMISSIONER OF OATHS:-

COMMISSIONER OF OATHS STAMP

Name & Surname.....

Signature.....

Position: .....

Address:.....

MBD 8

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

1 This Municipal Bidding Document must form part of all bids invited.

2 It serves as a declaration to be used by municipalities and municipal entities in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.

3 The bid of any bidder may be rejected if that bidder, or any of its directors have:

a. abused the municipality's / municipal entity's supply chain management system or committed any improper conduct in relation to such system;
b. been convicted for fraud or corruption during the past five years;
c. willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
d. been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004).

4 In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the *audi alteram partem* rule was applied). **The Database of Restricted Suppliers now resides on the National Treasury's website(**www.treasury.gov.za**) and can be accessed by clicking on its link at the bottom of the home page.**	Yes ☐	No ☐
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? **ister for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.**	Yes ☐	No ☐
4.2.1	If so, furnish particulars:		

4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes ☐	No ☐
4.3.1	If so, furnish particulars:		
Item	**Question**	**Yes**	**No**
4.4	bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes ☐	No ☐
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes ☐	No ☐
4.7.1	If so, furnish particulars:		

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME) ……..…….…… CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM TRUE AND CORRECT.

I ACCEPT THAT, IN addition TO CANCELLATION OF A CONTRACT, ACTION MAY BE TAKEN AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

……... **……..**
Signature **Date**

…… **……..**
Position **Name of Bidder**

MBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

1 This Municipal Bidding Document (MBD) must form part of all bids[1] invited.

2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).[2] Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.

3 Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:

a. take all reasonable steps to prevent such abuse;

b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and

c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.

4 This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.

5 In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

[1] Includes price quotations, advertised competitive bids, limited bids and proposals.

[2] Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.

MBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

_____

(Bid Number and Description)

in response to the invitation for the bid made by:

_____

(Name of Municipality / Municipal Entity)

do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of:_____that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word “competitor” shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:

    (a) has been requested to submit a bid in response to this bid invitation;
    (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
    (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder

6. 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 consortium[3] will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
    (a) prices;
    (b) geographical area where product or service will be rendered (market allocation)
    (c) methods, factors or formulas used to calculate prices;
    (d) the intention or decision to submit or not to submit, a bid;
    (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
    (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. 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] 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.

10. 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.

……	……
Signature	Date
……	……
Position	Name of Bidder

ATTACH COPY OF THE LATEST MUNICIPAL ACCOUNT OR AFFIDAVIT OR LEASE AGREEMENT

[Failure of a Bidder to submit this will invalidate the bid]

FORM OF OFFER AND ACCEPTANCE

A. OFFER

The Employer, identified in the Acceptance signature block, has solicited offers to enter into a contract in respect of the following works:

SUPPLY AND SERVICING OF MOBILE CHEMICAL TOILETS AT UMZINTO INFORMAL SETTLEMENTS FOR A PERIOD OF THIRTY-SIX (36) MONTHS

Contract Number: UGU-07-1736-2026

The Bidder, identified in the Offer Signature block below, has examined the documents listed in the Specifications and addenda thereto as listed in the Tender Schedules, and by submitting this Offer has accepted the Conditions of Bid.

By the representative of the Bidder, deemed to be duly authorised, signing this part of this Form of Offer and Acceptance, the Bidder 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: ***As per the Pricing Schedule***

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: *(of person authorized to sign the bidder)*:……

Name: (*of signatory in capitals)*:……

Capacity: (*of Signatory*):……

Name of Bidder: (*organisation*):……

Address: ……

Telephone number: .... **Fax number:** ……

Witness

Signature: ……

Name: *(in capitals):*……**Date:**……

[Failure of a Bidder to fully complete and sign this form will invalidate the bid]

B. ACCEPTANCE

By signing this part of the 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 are contained in

Part 1 Agreement, and Specifications (Agreement to be finalised after award)

Part 2 Pricing Schedule

and the schedules, forms and documents or parts thereof, which may be incorporated by reference into Parts 1 to 4 above.

Deviations from and amendments to the documents listed in the Specifications and any addenda thereto 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, which must be duly signed by the authorised representatives of both parties.

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 Service Provider) within five 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:**……**

Name: ***(in capitals)*****……**

Capacity**: ……**

Name of Employer ***(organisation)*** **……**

Address**: ……**

Witness:

Signature: ……

Name: ……

Date: ……

TERMS OF REFERENCE

1. INTRODUCTION:

Ugu District Municipality seeks the provision of sanitation services for the informal settlements / temporary houses of Umzinto in the Area North under the Umdoni Local Municipality by means of Hire and Servicing of Portable Mobile Chemical Toilets at specified sites as indicated in Clause 2 hereunder, **as and when required for a period of thirty-six months from the date of award.**

2. INFORMATION

The municipality requires the Hire and Servicing of Portable Mobile Chemical Toilets at the Mbetheni, Alexander, Sanathan, Thokoza, Lindelani and Msholozi Informal Settlements / Temporary Houses which are located within the town of Umzinto in the Area North.

Tenderers shall quote a fixed amount for the thirty-six months contract period broken down on the schedule of prices as follows:

(a) Hire per week or part thereof / monthly hire rate, including installation and collection

(b) Servicing of toilet units on site anywhere within the boundaries of Umzinto

(c) Hire, Delivery and Servicing of mobile chemical toilets to the following sites:

- Mbetheni Informal Settlements
- Alexander Informal Settlements
- Sanathan Hall informal Settlements
- Thokoza Temporary Houses
- Lindelani Temporay Houses
- Msholozi Temporary Houses

Tenderers are to state clearly on the official tender form the period within which delivery will be made upon receipt of letter of award and each site-specific order.

3. MINIMUM BIDDER REQUIREMENTS:

Ownership of a minimum of one hundred and eighty (180) Standard Type Non-Flushing Mobile Chemical Toilet units and a minimum of two (2) Vacuum Tanker Servicing (Truck Suction Pump) with a minimum tank capacity of 5000 Litres to enable effective hiring and servicing of the mobile chemical toilets within the specified frequencies per site. Truck to be divided into two sections (two halves at least 2500 litres of clear water tank and 2500 litres of sewage waste tank to enable servicing of a minimum of Ninety (90) Standard Type Non-Flushing Mobile Chemical Toilet units a day. At least 15m long of flexible suction pipe.

4. SPECIFICATIONS

4.1 The cabana shall be constructed of materials having a non-absorbent surface finish and all joints shall be sealed to prevent absorption of liquids or noxious vapours.

4.2 The interior floor, walls, ceiling and door of the cabana shall have a finish that can be easily clean and sanitised.

4.3 No old, dull and dilapidated portable chemical toilets are to be supplied to the various sites.

4.4 There must be strict adherence to the site-specific cleaning / servicing times as per schedule.

4.5 The toilet seat shall have a good fitting flap to close off the tank from the cabana when the toilet is not in use.

4.6 At each service the toilet **must** be cleaned inside and outside and any material emanating from this operation **must** be removed off the site.

4.7 A colourant material must be used inside the bowl so that it looks clean and presentable for the next person.

4.8 The seat and flap shall be made from a non-absorbent hygienic material which is unaffected by frequent cleaning using detergents and disinfectants.

4.9 The door of the cabana **must** be fitted with a self-closing mechanism to ensure that the door remains closed at all times. An internal locking device which indicates on the outside when the toilet is engaged or free on the outside is required. *(Damages / defects to locking mechanism to be repaired within a week)*

4.10 The cabana shall be fitted with a toilet paper holder which is able to hold two rolls of paper and at least one coat hook to be fitted inside the door.

4.11 The cabana shall be ventilated by fixed fly screened vents on the top and bottom with a minimum overall cross sectional open area of 0.1m2.

4.11 The storage tank for the waste may be wither fixed or removable. The tank shall be fabricated of non-porous corrosion resistant materials with interior and exterior surface finishes that are easily cleaned. The storage tank shall be vented to the outside of the cabana by a vent pipe having a minimum diameter of 50mm. This vent pipe shall extend at least 150mm above the roof of the cabana. The storage tank should be able to hold not less than 190 litres of liquid and solid waste.

4.12 The storage tank may be either Jet-o-matic, Drum-o-matic or a SANS acceptable alternative approved by the municipality.

4.13 The minimum dimensions of the cabana shall be as follows:

(a) Internal Size: 950mm x 950mm

(b) Clear Internal Height (Floor to Ceiling): 2 000mm

(c) Clear Door Opening: 1 860mm (high) x 580mm (wide)

4.14 Each portable mobile chemical toilet shall be clearly numbered. The size of the numbers should not exceed 100mm x 20mm.

4.15 The chemicals used in the toilets **must** have a pleasant fragrance.

4.16 Tenderers must state clearly where they intend to dispose the waste and a letter granting permission from the intended disposal site must be obtained and attached to the tender documents.

Toilets shall remain on the site continuously and shall not be removed without the consent of the General Manager: Water Services.

The number of services / cleaning required for each toilet unit shall be a total of eight (8) per month which equates to at least twice a week on scheduled days.

The tenderer must ensure that the toilets, inside and outside are always neat and clean and colours of the toilets must not be fading at all times.

All portable chemical toilets must be provided with toilet rolls on delivery and each time when the servicing is carried out.

ANNEXURE A: TYPICAL VACUUM TANKER (DUAL WATER & SLUDGE COMPATMENTS) SPECIFICATION



Vacuum Tanker – Divided Tank (Water & Sludge)





Rear View – Separate Outlets for Water and Sludge


Vacuum Pump
(Truck Suction Pump)



Control Panel
(Separate Valves for Each Compartment)


Water Hose in Use
(For rinsing / flushing)


Servicing a Mobile Chemical Toilet
(Using Sludge Compartment)

TYPICAL NON-FLUSHING TOILET DETAILED SPECIFICATION



5. BRIEFING SESSION/SITE INSPECTION

a. A compulsory briefing session will be held as advertised in the Bid Advertisement, where questions concerning the requirements of this bid will be discussed.

b. All questions must be e-mailed to: Malibongwe Luswazi at Malibongwe.Luswazi@ugu.gov.za

6. FUNCTIONALITY CRITERIA

All bids will be scored according to the following criteria, any bids received, scoring below 70%, will be invalid and not considered further.

EVALUATION CRITERIA	POE	POINTS
Ownership of Vehicle Bidders must show proof of ownership of the vehicles.	Logbook (in the bidder's name) for vehicles: 4 or more vehicles = 30 points 3 vehicles = 20 points 2 vehicles = 15 points Less than 2 vehicles = 0 points	30
Experience of Bidder	Appointment Letter accompanied by Reference Letter/s on Client/s letterheads: Appointment Letter/s: 5 points per letter. Reference Letter/s: 5 points per letter	50
Vehicle Roadworthiness Where a bidder submitted more than one logbook under vehicle ownership above but submits copies of CoR less than the number of logbooks, the total points will be apportioned to the number of logbooks submitted minus the number of CoRs not submitted.	Certificate of Roadworthiness (CoR) per vehicle. 5 points per certificate. Points will be awarded for a maximum of 4 certificates.	20
TOTAL		100

All evidence supporting points scored should be annexed to the back of the document and all bidders scoring above 70 will be considered for further evaluation.

7. DURATION OF CONTRACT:

Thirty-Six (36) Months Contract from commencement date which shall be within 14 days from receipt of letter of award, acceptance of appointment and conclusion of a Contract / Service Level Agreement.

7.2 GENERAL CONDITIONS OF CONTRACT TABLE OF CLAUSES

1. Definitions
2. Application
3. General
4. Standards
5. Use of contract documents and information inspection
6. Patent Rights
7. Performance security
8. Inspections, tests and analyses
9. Packing
10. Delivery and documents
11. Insurance
12. Transportation
13. Incidental Services
14. Spare parts
15. Warranty
16. Payment
17. Prices
18. Variation orders
19. Assignment
20. Subcontracts
21. Delays in the supplier's performance
22. Penalties
23. Termination for default
24. Anti-dumping and countervailing duties and rights
25. Force Majeure
26. Termination for insolvency
27. Settlement of Disputes
28. Limitation of Liability
29. Governing language
30. Applicable law
31. Notices
32. Taxes and duties
33. Transfer of contracts
34. Amendments of contracts
35. Prohibition of restrictive practices

Definitions

1.1 The following terms shall be interpreted as indicated:

1.2 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.

1.3 "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.

1.4 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.

1.5 "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.

1.6 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.

1.7 "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 recognized new product result that is substantially different in basic characteristics or in purpose or utility from its components.

1.8 "Database application form" means the application form required by Ugu District Municipality to be filled in by the successful tenderer, following the award of the contract, for inclusion on the Ugu database before payment is made.

1.9 "Day" means calendar day.

1.10 "Delivery" means delivery in compliance of the conditions of the contract or order.

1.11 "Delivery ex stock" means immediate delivery directly from stock actually on hand.

1.12 "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 goods are so delivered and a valid receipt is obtained.

1.13 "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.

1.14 "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 substantial and major assembly of components, a commercially the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

1.15 "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.

1.16 "GCC" means the General Conditions of Contract.

1.17 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.

1.18 "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 goods covered by the bid will be manufactured.

1.19 "Local content" means that portion of the bidding price, which is not included in the imported content provided that local manufacture does take place.

1.20 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.

1.21 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.

1.22 "Project site," where applicable, means the place indicated in bidding documents.

1.23 "Purchaser" means the organization purchasing the goods.

1.24 "Republic" means the Republic of South Africa

1.25 SCC" means the Special Conditions of Contract.

1.26 "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.

1.27 "Supplier" means the successful bidder who is awarded the contract to maintain and administer the required and specified service(s) to the State.

1.28 "Tort" means in breach of contract.

1.29 "Turnkey" means a procurement process where one service provider assumes total responsibility for all aspects of the project and delivers the full end product / service required by the contract.

1.30 "Written" or "in writing" means hand-written in ink or any form of electronic or mechanical writing.

2. Application

2.1 These general conditions are applicable to all bids, contracts a nd orders including bids for functional and professional services (excluding professional services related to the building and construction industry), sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.

2.2 There applicable, special conditions of contract are also laid down to cover specific goods, services or works.

2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

3.1 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.

3.2 Invitations to bid are usually published in locally distributed news media and on the municipality/municipal entity website.

4. Standards

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

5. Use of contract documents and information inspection

5.1 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.

5.2 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.

	5.3	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.
	5.4	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.
6. Patent Rights	6.1	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.
	6.2	When a supplier developed documentation / projects for the municipality / municipal entity, the intellectual, copy and patent rights or ownership of such documents or projects will vest in the municipality / municipal entity.
7. Performance Security	7.1	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.
	7.2	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.
	7.3	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:
	(a)	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
	(b)	a cashier's or certified cheque.
	7.4	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.
8. Inspections, tests and analyses	8.1	All pre-bidding testing will be for the account of the bidder.

8.2 If it is a bid condition that goods to be produced or services to be rendered should at any stage be subject to inspections, tests and analyses, the bidder or contractor's premises shall be open, at all reasonable hours, for inspection by a representative of the purchaser or organization acting on behalf of the purchaser.

8.3 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.

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

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

8.6 Goods 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.

8.7 Any contract goods may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected goods 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 goods, which do comply with the requirements of the contract. Failing such removal the rejected goods shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute goods forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected goods, purchase such goods as may be necessary at the expense of the supplier.

8.8 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 22 of GCC.

9. Packing

9.1 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 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.

	9.2	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, and in any subsequent instructions ordered by the purchaser.
10. Delivery and documents	10.1	Delivery of the goods and arrangements for shipping and Clearance obligations shall be made by the supplier in accordance with the terms specified in the contract.
11. Insurance	11.1	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.
12. Transportation	12.1	Should a price other than an all-inclusive delivered price be required, this shall be specified
13. Incidental services	13.1	The supplier may be required to provide any or all of the following services, including additional services, if any:
	(a)	performance or supervision of on-site assembly and/or commissioning of the supplied goods;
	(b)	furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
	(c)	furnishing of tools required for assembly and/or maintenance 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 plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.
	13.2	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.
14. Spare parts	14.1	As specified, 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.

15. Warranty

15.1 The supplier warrants that the goods supplied under the Contracts 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 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.

15.2 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.

15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.

15.4 Upon receipt of such notice, the supplier shall, within the period specified and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified, 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.

16. Payment

16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified.

16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract.

16.3 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.

16.4 Payment will be made in Rand unless otherwise stipulated.

16.5 Payment will only be made if the supplier has filled in and submitted the necessary database application form to the satisfaction of the Chief Financial Officer.

17. Prices

17.1 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 or in the purchaser's request for bid validity extension, as the case may be.

18. Variation orders

18.1 In cases where the estimated value of the envisaged changes in purchase does not vary more than 15% of the total value of the original contract, the contractor may be instructed to deliver the goods or render the services as such. In cases of measurable quantities, the contractor may be approached to reduce the unit price, and such offers may be accepted provided that there is no escalation in price.

19. Assignment

19.1 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.

20. Subcontracts

20.1 There shall be no sub-contracting on this contract.

21. Delays in the suppliers performance

21.1 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.

21.2 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, it's 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.

21.3 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 goods are required, or the supplier's services are not readily available.

21.4 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 22.2 without the application of penalties.

21.5 Upon any delay beyond the delivery period in the case of a goods contract, the purchaser shall, without cancelling the contract, be entitled to purchase goods 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.

22. Penalties

22.1 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.

23. Termination for default

23.1 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 judgement of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

23.2 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.

23.3 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.

23.4 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 supplier as having no objection and proceed with the restriction.

23.5 Any restriction imposed on any person by the purchaser will, at the discretion of the purchaser, 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 purchaser actively associated.

23.6 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.

These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.

23.7 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.

24. Anti-dumping countervailing

24.1 When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are **duties and right** 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 favourable difference shall on demand be paid forthwith by the supplier to the purchaser or the purchaser may deduct such amounts from moneys (if any) which may otherwise be due to the supplier in regard to goods 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.

25. Force majeure

25.1 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.

25.2 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.

26. Termination for insolvency

26.1 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.

27. Settlement of disputes

27.1 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.

27.2 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.

27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.

27.4 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 for goods delivered and / or services rendered according to the prescripts of the contract.

28. Limitation of liability

28.1 Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6;

(a) 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

	(b)	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.
29. Governing language	29.1	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.
30. Applicable law	30.1	The contract shall be interpreted in accordance with South African laws, unless otherwise specified.
31. Notices	31.1	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.
	31.2	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.
32. Taxes and duties	32.1	A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
	32.2	A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
	32.3	No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid SARS must have certified that the tax matters of the preferred bidder are in order.
	32.4	No contract shall be concluded with any bidder whose municipal rates and taxes and municipal services charges are in arrears.
33. Transfer of contracts	33.1	The contractor shall not abandon, transfer, cede assign or sublet a contract or part thereof without the written permission of the purchaser.
34. Amendment of contracts	34.1	No agreement to amend or vary a contract or order or the conditions, stipulations or provisions thereof shall be valid and of any force unless such agreement to amend or vary is entered into in writing and signed by the contracting parties. Any waiver of the requirement that the agreement to amend or vary shall be in writing, shall also be in writing.
35. Prohibition of restrictive practices	35.1	In terms of section 4 (1) (b) (iii) of the Competition Act No. 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 and if a

bidder(s) is/are or a contractor(s) was / were involved in collusive bidding.

35.2 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 section 59 of the Competition Act No 89 0f 1998.

35.3 If a bidder(s) or contractor(s) has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.

8. NORM / QUALITY

8.1 All mobile chemical toilets and cleaning materials are expected to meet the SABS standards.

8.2 All possible steps must be taken by the Contractor to ensure that the correct intended execution of this agreement will take place. These steps include, inter alia, the following:

8.2.1 The protection of property of the Municipality at the intended site and the protection of the said property against theft, vandalism and any other unlawful act.

8.2.2 The protection of the Municipality's officials against unlawful acts, including offences referred to in schedule 1 of the Criminal Procedure Act, 1977 (Act 512 of 1977).

8.2.3 Tenderers **must** provide an operational plan for the work to be undertaken and detail the work experience of the company and key personnel allocated to this contract.

9. TERMINATION OF SERVICE

The stipulations of the Supply Chain Management Policies and Procedures and General Conditions of Contract apply in particular to cases of any failure with any of the conditions of contract, or where an unsatisfactory service is rendered.

NOTE: Any amendment(s) or waiving from the stipulations of this contract must occur in writing by mutual consent with the prior approval of the National Municipal Bid Committee.

9. INDEMINIFACTION

Ugu District Municipality accepts no responsibility for any loss or damage to the equipment and materials of the contractor and the contractor should ensure that **adequate** insurance is in place.

Successful tenderers **shall indemnify Ugu District Municipality and hold it harmless of against any loss or damage to toilet units or cleaning / servicing equipment supplied to the municipality** in terms of this contract.

All lost and damaged toilets are to be replaced immediately.

It is the responsibility of the contractor to remove /recover damaged toilets off site.

10. WARRANTY

10.1 Suppliers to provide a standard 36 months warranty on all goods supplied

10.2 All goods to be inclusive of delivery cost to the Ugu District Municipality.

11. MINIMUM SPECIFICATIONS

These specifications **are only minimum specifications**. Any shortcomings in the specifications should be pointed out in the quote/bid and provided for in the price. Any additional costs incurred by the service provider because of shortcomings in the quote specifications will be for the service provider's own account.

12. COMPLIANCE

Where necessary the service provider must attach explanatory information reference to a paragraph number. The service provider must fully describe how the required functionality will be achieved. Failure to provide sufficient information may disqualify the service provider. Any condition imposed by the service provider that is restrictive or contrary to any part of this tender will automatically disqualify the service provider.

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13. BID PRICE

Tenderers are to give all the prices, itemized as detailed as possible as outlined in the attached Bill / Schedule of Quantities:

14. BID FORMAT

1 (one) original bid must be submitted in the following format:-

- must be SIGNED IN INK by an authorized employee, agent or representative of the Bidder
- Bid response and supporting documents must be neatly bound in one file.
- The written delegation of authority to sign all documents must form part of the Bid.
- All documents as required MUST be included in the bid in order for the bid to be considered.

Ugu District Municipality reserves the right to investigate and verify all the information supplied by the bidder.

DOMICILIUM

The parties hereby choose as their domiciluim citandi et executandi for the service of notices and legal document the following street addresses:

Bidder:

……
……
……
Tel/Fax Number: - ……

Ugu District Municipality
The Municipal Manager
28 Connor Street
Port Shepstone
4240

CONTACT DETAILS

The following person may be contacted for more information: -
Mr Malibongwe Luswazi
E-mail : Malibongwe.Luswazi@ugu.gov.za
Tel: 039 688 5857

I/We hereby declare that all the information supplied is true and exact.

_____
SIGNATURE OWNER / MANAGER DIRECTOR
DATE: _____

WITNESS: _____(State occupation in company)
DATE: _____

If it is found that any of the above-mentioned information provided is false, the Municipality reserves the right to terminate this contract with immediate effect. The Municipality may VET the successful bidder.

CERTIFIED CK DOCUMENT OR ID DOCUMENT (FOR SOLE PROPRIETORS)

[Failure of a Bidder to submit this will invalidate the bid]

TAX REFERENCE NUMBER AND PIN

[Failure of a Bidder to submit this will invalidate the bid]

JOINT VENTURE AGREEMENT (WHERE APPLICABLE)

[Failure of a JOINT VENTURE Bidder to submit this will invalidate the bid]

SPECIFIC GOALS SUPPORTING DOCUMENTS

[Non-submission will score bid zero points]

CENTRAL SUPPLIER DATABASE REGISTRATION

[Failure of a Bidder to submit this will invalidate the bid]

PROOF OF OWNERSHIP OF VEHICLES (**VTS WITH SUCTION PUMP REGISTERED UNDER THE COMPANY NAME AS PER THE MINIMUM SPEC DETAILS)**

[Non-submission will score bid zero points]

WASTE DISPOSAL PERMIT REGISTERED UNDER THE COMPANY NAME

[Non-submission will disqualify the bidder]

APPOINTMENT AND REFERENCE LETTERS

[Non-submission will score bid zero points]

CERTIFICATE OF REGISTRATION IN RESPECT OF VTS WITH SUCTION PUMP UNDER THE COMPANY NAME
(National Road Traffic Act, 1996 Rc1 Log Book) Of VTS Truck

(VEHICLE ROADWORTHINESS CERTIFICATION)

[Non-submission will score bid zero points]

PROOF OF LOCATION OF BIDDER

[Non-submission will score bid zero points]

BILL OF QUANTITIES

(A bill of quantity is attached to be completed by tenderers)
PRICING SCHEDULE

YEAR 1

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
HIRING AND SERVICING OF PORTABLE MOBILE CHEMICAL TOILETS:					
A.1	**Hire rate per MONTH, installation and Removal from Site when required (Standard Type Non-Flushing Toilet Unit)**				
A.1.1	Cost to include Damage Waiver, On Site Delivery, and Initial Provision of 2 x Toilet Paper Rolls per unit at the following sites:				
A.1.1.1	Mbetheni Informal Settlements (20 No.)	No.	20		
A.1.1.2	Alexander Informal Settlements (20 No.)	No.	20		
A.1.1.3	Sanathan Hall Informal Settlements (70 No.)	No.	70		
A.1.1.4	Thokoza Temporary Houses (20 No.)	No.	20		
A.1.1.5	Lindelani Temporary Houses (30 No.)	No.	30		
A.1.1.6	Msholozi Temporary Houses (20 No.)	No.	20		
A.2	**Cleaning and Servicing rate per MONTH (Standard Type Non-Flushing Toilet Unit)**				
A.2.1	Cost to include On Site Service, Cleaning, Replenishing of 2 x Toilet Paper Rolls per unit **TWICE A WEEK** at the following sites:				
A.2.1.1	Mbetheni Informal Settlements	No.	20		
A.2.1.2	Alexander Informal Settlements	No.	20		
A.2.1.3	Sanathan Hall Informal Settlements	No.	70		
A.2.1.4	Thokoza Temporary Houses	No.	20		
A.2.1.5	Lindelani Temporary Houses	No.	30		
A.2.1.6	Msholozi Temporary Houses	No.	20		
MONTHLY SUBTOTAL (VAT INCLUSIVE)					
ANNUAL TOTAL (VAT INCLUSIVE) (YEAR 1)					
ADDITIONAL SERVICES (AS AND WHEN REQUIRED)					
A.3	**Hire rate per day, installation and Removal from Site (Standard Type Flushing Toilet Unit)**	No.	1		Rate Only
A.4	**Hire rate per day, installation and Removal from Site (Executive Type Flushing Toilet Unit)**	No.	1		Rate Only
A.7	**Hire rate per day, installation and Removal from Site VIP Type Flushing Toilet Unit with Wash Hand Basin, Paper Towel and Soap)**	No.	1		Rate Only

YEAR 2

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
HIRING AND SERVICING OF PORTABLE MOBILE CHEMICAL TOILETS:					
A.1	**Hire rate per MONTH, installation and Removal from Site when required (Standard Type Non-Flushing Toilet Unit)**				
A.1.1	Cost to include Damage Waiver, On Site Delivery, and Initial Provision of 2 x Toilet Paper Rolls per unit at the following sites:				
A.1.1.1	Mbetheni Informal Settlements (20 No.)	No.	20		
A.1.1.2	Alexander Informal Settlements (20 No.)	No.	20		
A.1.1.3	Sanathan Hall Informal Settlements (70 No.)	No.	70		
A.1.1.4	Thokoza Temporary Houses (20 No.)	No.	20		
A.1.1.5	Lindelani Temporary Houses (30 No.)	No.	30		
A.1.1.6	Msholozi Temporary Houses (20 No.)	No.	20		
A.2	**Cleaning and Servicing rate per MONTH (Standard Type Non-Flushing Toilet Unit)**				
A.2.1	Cost to include On Site Service, Cleaning, Replenishing of 2 x Toilet Paper Rolls per unit **TWICE A WEEK** at the following sites:				
A.2.1.1	Mbetheni Informal Settlements	No.	20		
A.2.1.2	Alexander Informal Settlements	No.	20		
A.2.1.3	Sanathan Hall Informal Settlements	No.	70		
A.2.1.4	Thokoza Temporary Houses	No.	20		
A.2.1.5	Lindelani Temporary Houses	No.	30		
A.2.1.6	Msholozi Temporary Houses	No.	20		
MONTHLY SUBTOTAL (VAT INCLUSIVE)					
ANNUAL TOTAL (VAT INCLUSIVE) (YEAR 2)					
ADDITIONAL SERVICES (AS AND WHEN REQUIRED)					
A.3	**Hire rate per day, installation and Removal from Site (Standard Type Flushing Toilet Unit)**	No.	1		Rate Only
A.4	**Hire rate per day, installation and Removal from Site (Executive Type Flushing Toilet Unit)**	No.	1		Rate Only
A.7	**Hire rate per day, installation and Removal from Site VIP Type Flushing Toilet Unit with Wash Hand Basin, Paper Towel and Soap)**	No.	1		Rate Only

YEAR 3

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
HIRING AND SERVICING OF PORTABLE MOBILE CHEMICAL TOILETS:					
A.1	**Hire rate per MONTH, installation and Removal from Site when required (Standard Type Non-Flushing Toilet Unit)**				
A.1.1	Cost to include Damage Waiver, On Site Delivery, and Initial Provision of 2 x Toilet Paper Rolls per unit at the following sites:				
A.1.1.1	Mbetheni Informal Settlements (20 No.)	No.	20		
A.1.1.2	Alexander Informal Settlements (20 No.)	No.	20		
A.1.1.3	Sanathan Hall Informal Settlements (70 No.)	No.	70		
A.1.1.4	Thokoza Temporary Houses (20 No.)	No.	20		
A.1.1.5	Lindelani Temporary Houses (30 No.)	No.	30		
A.1.1.6	Msholozi Temporary Houses (20 No.)	No.	20		
A.2	**Cleaning and Servicing rate per MONTH (Standard Type Non-Flushing Toilet Unit)**				
A.2.1	Cost to include On Site Service, Cleaning, Replenishing of 2 x Toilet Paper Rolls per unit **TWICE A WEEK** at the following sites:				
A.2.1.1	Mbetheni Informal Settlements	No.	20		
A.2.1.2	Alexander Informal Settlements	No.	20		
A.2.1.3	Sanathan Hall Informal Settlements	No.	70		
A.2.1.4	Thokoza Temporary Houses	No.	20		
A.2.1.5	Lindelani Temporary Houses	No.	30		
A.2.1.6	Msholozi Temporary Houses	No.	20		
MONTHLY SUBTOTAL (VAT INCLUSIVE)					
ANNUAL TOTAL (VAT INCLUSIVE) (YEAR 3)					
ADDITIONAL SERVICES (AS AND WHEN REQUIRED)					
A.3	**Hire rate per day, installation and Removal from Site (Standard Type Flushing Toilet Unit)**	No.	1		Rate Only
A.4	**Hire rate per day, installation and Removal from Site (Executive Type Flushing Toilet Unit)**	No.	1		Rate Only
A.7	**Hire rate per day, installation and Removal from Site VIP Type Flushing Toilet Unit with Wash Hand Basin, Paper Towel and Soap)**	No.	1		Rate Only

PRICING SCHEDULE SUMMARY

SECTION	DESCRIPTION	AMOUNT (R)
A	YEAR 1: HIRING & CLEANING OF TOILETS	
C	YEAR 2: HIRING & CLEANING OF TOILETS	
D	YEAR 3: HIRING & CLEANING OF TOILETS	
GRAND TOTAL CARRIED TO FORM OF OFFER		