



HARRY GWALA DISTRICT MUNICIPALITY PRINTING OF NEWSLETTER

**DESIGN, LAYOUT, EDITING, PROOF- READING, TRANSLATION, PRINTING,
DELIVERY AND DISTRIBUTION OF THE HARRY GWALA DISTRICT MUNICIPALITY
NEWSLETTER FOR A PERIOD OF 36 MONTHS**

CONTRACT N^o HGDM 729/ HGDM/2021



**Harry Gwala District Municipality
40 Main Street
IXOPO
3276**

Contact Name : Mr. N. Tenza
Telephone: 039 834 8700

NAME OF TENDERER	
ADDRESS OF TENDERER	
TELEPHONE	
FAX	
TENDER SUM	
TIME FOR COMPLETION	

TENDER CLOSING DATE: 02 JULY 2021

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BID INVITATION: PRINTING OF NEWSLETTER

CONTRACT NO:729/HGDM/2021

Harry Gwala District Municipality hereby requests proposals from suitably experienced services providers for printing of municipal newsletter for a period of 36 months. Service providers are required to comply with normal business ethics.

Invalid or non-submission of the following documents will lead to immediate disqualification of the tender:

- Valid tax clearance certificate
- Company profile
- Central Supplier Database registration

The following conditions will apply:

- Prices quoted must be firm and must be inclusive of VAT
- All tenders submitted shall be valid for 90 days after the tender closing date
- A signed MBD4 form must be submitted with all Bids
- A certified or original valid B-BBEE status level verification certificate must be submitted to claim preference points.
- 80/20 Preference points system will be used in Evaluation. Functionality will be calculated
- Your company must be registered on municipal database.

DOCUMENTS

Bid documents will be available from **07 June 2021** between 09:00 to 16:00 from Finance Department (40 Main Street Ixopo) upon a non-refundable fee of R300.00 will be charged per document.

COMPULSORY BRIEFING MEETING

A compulsory briefing meeting will be held on the **09 June 2021 at 10h30**.

CLOSING DATE

The closing date for the bidders is on **02 July 2021 at 12H00**. Bids must be enclosed in **SEALED ENVELOPES** and clearly labelled with the name of the project on the outside of the envelopes addressed to **The Municipal Manager**.

Bids must be deposited in the Bid Box at the reception area of Harry Gwala District Municipal offices, 40 Main Street, IXOPO, before the closing date and time. Telegraphic, telexed or faxed bids will not be considered and late bids will not be accepted.

Harry Gwala District Municipality does not bind itself to accept the lowest or any Bid and reserves the right to accept the whole or any part of the Bid.

BID ENQUIRIES

All tender enquiries and all other matters shall be directed: Executive Director: Corporate Services: Miss N Lungwengwe during working hours on Tel.:039-834 8754 during working hours.

Mrs A.N. Dlamini

Municipal Manager



TECHNICAL SPECIFICATION

HARRY GWALA DISTRICT MUNICIPALITY

NEWSLETTER TERMS OF REFERENCE

PROPOSED REVISED SPECIFICATION FOR THE ENGAGEMENT OF A SERVICE PROVIDER FOR DESIGNING , LAYOUT , TRANSLATION , EDITING , PRINTING INCLUDING DELIVERY AND DISTRIBUTION OF THE HARRY GWALA DISTRICT MUNICIPALITY NEWSLETTER FOR A PERIOD OF 36 MONTHS

COMPOSITION

- To Write, Design Layout, Translation, Edit, Print, Deliver and Distribute throughout the District.
- To Compile 3 X Dummy magazines and 3 final copies in all 3 languages (English, Zulu and Xhosa)
- To create a PDF File in ADOBE, to be used for printing.
- To print 8,000 copies. 3,000 in Zulu, 2,500 in English and 2,500 in Xhosa.

SIZE

- A4 (297 x 210) 34 Pages Self-cover.

PRINTING

- Colour Printing.

BINDING

- Folded, inserted, saddle stitched two wires and trimmed to size.

MATERIAL

- Text : Mongani Gloss Art 129gsm

TRANSLATING AND EDITING

- The Service Provider will be expected to translate and edit accurately and thoroughly.
- Under no circumstances is the final printed copy to have contextual errors and spelling errors.

INTERACTION WITH KEY INDIVIDUALS WITHIN THE DISTRICT

- The Service Provider will be expected to conduct small interviews with key individuals concerned within the organization e.g. Mayor, Deputy Mayor, Speaker, EXCO Members, Portfolio Heads, Municipal Manager and Heads of Departments.
- The Service Provider will be expected to hold meetings of consultation with the Communications Unit on a regular basis for co-ordination and finalization.

- Dummy magazines in all languages must be prepared by the Service Provider for submission to the Municipal Manager, and Communications Manager for commenting, inputting and to include and exclude information if necessary.

METHODOLOGY FOR INTERACTING WITH KEY INDIVIDUALS WITHIN THE ORGANISATION IN CONDUCTING INTERVIEWS

- The Service Provider with the assistance of the Municipal Communications team has to set up appointments with key individuals during programmes /events.
- The Service Provider in conjunction with the communications team will have the responsibility of attending programmes and events to collect newsletter information.
- The Service Provider will have the responsibility of screening photographs to ensure that those that are identified to be used for inclusion into the Newsletter are graphically friendly and are of professional quality.

PHOTOGRAPHY

- The Service Provider will be required to take photographs so as to avoid using photos that are below standard for graphic designing.
- During events, Pictures must be taken by the service provider, sent to communicators instantly to upload on social media and the website.

GRAPHICS

- A themed monthly poster must be designed by the service provider, for example, Heritage Month, Women's Month etc.
- Communications shall provide the brief to the service provider.

COMPILATION FOR PUBLICATION OF MONTHLY NEWSPAPER EDITORIALS AND WEEKLY VIEWPOINT EDITORIALS

- Apart from the compilation of FOUR Quarterly Newsletters within the financial year, the Service Provider will also be required to compile Newspaper articles in the form of editorials for publications into local and / or provincial newspapers according to the annual calendar of events and internal calendar of events to be published at least one article per month.

TIME FRAME

The duration should be as follows:

- Design, layout and compilation -3 weeks including 3 sets of dummy proofs. (English, Zulu and Xhosa) inclusive of work sessions.
- Printing -1 week including 3 proof copies (English, Zulu and Xhosa)
- The newsletter should be completed within a duration and timeframe at the maximum time of 4 weeks from the date of appointment.
- The HGDM Newsletter is required to be printed and published Quarterly, therefore the time frame should be observed strictly in order to implement 4 newsletters within the financial year 2021/2022.
- Upon delivery of the Newsletter, the Service Provider is required to submit to the communicators, an electronic version of the Newsletter in the form of PDF'S, JPG in all 3 languages so that it can be loaded into the HGDM web-site and social media platforms.

QUANTITY

- 8,000 Copies

DELIVERY

- To one address only e.g.
Harry Gwala District Municipality
40 Main Street,
IXOPO
- The correct quantity should be made available upon delivery as agreed with an invoice of delivery, delivery note and statement.

DISTRIBUTION

- Distribution must be to all the Local Municipalities within the jurisdiction of Harry Gwala District Municipality , Business spots , e.g. Spar and Boxer, the Hospital ,Clinic , Library , Police Station , Department of Health , Department of Agriculture , Schools, etc.
- The Service Provider should use the Distribution Plan as prescribed by Harry Gwala DM.
- Submission of invoice should be done after completion of work.

NEWSLETTER DISTRIBUTION POINTS

HGDM NEWSLETTER DISTRIBUTION POINTS

HARRY GWALA DISTRICT MUNICIPAL OFFICES	UBUHLEBEZWE LM	UMZIMKHULU LM	INGWE LM	KWASANI LM	KOKSTAD LM
Delivery Point	1.UBuhlebezwe Municipal Offices	1.Umzimkhulu Municipal Offices	1.Ingwe Municipal Offices	1.KwaSani Municipal Offices	1.Kokstad Municipal Offices
Delivery Point	2.Boxer Store and other Stores around the Area	2.Boxer Store and other Stores around the Area	2.Creighton Shopping Center	2.Himeville Mall	2.Shoprite Shopping Center
Delivery Point	3.Ixopo Spar	3.Spar	3.Donnybrook Wholesalers and Spar	3.Spar	3. Spar
Delivery Point	4.Ixopo Taxi Rank	4.Umzimkhulu Taxi Rank and Bus Rank	4.Bulwer, Nkwezela, Centocow, Kilmon Taxi Ranks	4.Underberg Taxi Rank	4. Kokstad Taxi Rank
			5.Bulwer, Creighton and	5.Himeville Police Station	5.Police Stations

Delivery Point	5.Ixopo Police Station	5.Umzimkhulu Police Station	Donnybrook Police Stations		
Delivery Point	6.Christ The King Hospital	6.Reitvlei Hospital	6.St.Apollinaris Hospital	6.Riverview and Private Hospital	6. Kokstad Private Hospital and EG Usher Memorial Hospital
Delivery Point	7.Schools Around the Town	7.Schools Around the Town	7.Schools Around the Town	7.Schools Around the Town	8.Schools Around the Town
Delivery Point	8. HGDM Local House of Traditional Leaders	Local House of Traditional Leaders			
Delivery Point	9.ANC Offices	ANC Offices			ANC Offices
Delivery Point	10. Department of Health Offices	Department of Health Offices			Department of Health Offices
Delivery Point	11.Home Affairs Offices	Home Affairs Offices			Home Affairs Offices
Delivery Point	12.Social Welfare Offices	Social Welfare Offices			Social Welfare offices
Delivery Point	13. Highflats Shopping Center				

8. DELIVERY AND DISTRIBUTION POINTS REGISTER

No.	LOCAL MUNICIPALITIES DELIVERY POINT	CONTACT PERSON	QUANTITY
1.	UBuhlebezwe Local Municipality	Thembeke Hlangu	600 Copies (600/3) 200 per language
2.	Ingwe Local Municipality	Victor Mtolo	600 Copies (600/3) 200 per language
			600 Copies (600/3)

3.	Umzimkhulu Local Municipality	Willie Mgcina	200 per language
4.	KwaSani Local Municipality	Makhosi Nyawo	600 Copies (600/3) 200 per language
5.	Greater Kokstad Local Municipality	Sabelo Ncwane	600 Copies (600/3) 200 per language
6.	Harry Gwala District Main Office	Zoleka /Receptionist	600 Copies (600/3) 200 per language
7.	Boxer Store (UBuhlebezwe LM)	Supervisor/Manager	85 Copies
8.	Boxer store (Umzimkhulu LM)	Supervisor/Manager	85 Copies
9.	Creighton Shopping Centre (Ingwe LM)	Supervisor/Manager	85 Copies
10.	Himeville Mall (KwaSani LM)	Supervisor/Manager	85 Copies
11.	Shoprite Shopping Centre (Kokstad LM)	Supervisor/Manager	85 Copies
12.	Ixopo Spar (UBuhlebezwe LM)	Supervisor/Manager	85 Copies
13.	Spar (Umzimkhulu)	Supervisor/Manager	85 Copies
14.	Donnybrook wholesalers & Spar (Ingwe LM)	Supervisor/Manager	85 Copies
15.	Spar (KwaSani LM)	Supervisor/Manager	85 Copies
16.	Spar (Kokstad LM)	Supervisor/Manager	85 Copies
17.	Ixopo Taxi Rank (UBuhlebezwe LM)	Rank Manager	85 Copies
18.	Umzimkhulu Taxi Rank & Bus Rank (Umzimkhulu LM)	Rank Manager	85 Copies
19.	Bulwer Taxi Rank (Ingwe LM)	Rank Manager	85 Copies

20.	Nkwezela Taxi Rank (Ingwe LM)	Rank Manager	85 Copies
21.	Centocow Taxi rank (Ingwe LM)	Rank Manager	85 Copies
22.	Kilmon Taxi Rank (Ingwe LM)	Rank Manager	85 Copies
23.	Underberg Taxi Rank (KwaSani LM)	Rank Manager	85 Copies
24.	Kokstad Taxi Rank (Kokstad LM)	Rank Manager	85 Copies
26.	Ixopo Police Station (UBuhlebezwe LM)	Reception	85 Copies
27.	Umzimkhulu Police Station (Umzimkhulu LM)	Reception	85 Copies
28.	Bulwer Police Station (Ingwe LM)	Reception	85 Copies
29.	Creighton Police Station (Ingwe LM)	Reception	85 Copies
30.	Donnybrook Police Station (Ingwe LM)	Reception	85 Copies
31.	Himeville Police Station (KwaSani LM)	Reception	85 Copies
32.	Police Station (Kokstad LM)	Reception	85 Copies
33.	Christ The King Hospital (UBuhlebezwe LM)	Reception	85 Copies
34.	Reitvlei Hospital (Umzimkhulu LM)	Reception	85 Copies
35.	St. Apollinari's Hospital (Ingwe LM)	Reception	85 Copies
36.	Riverview and Private Hospital (KwaSani LM)	Reception	85 Copies
37.	Kokstad Private Hospital (Kokstad LM)	Reception	85 Copies

38.	EG Usher Memorial Hospital (Kokstad LM)	Reception	85 Copies
39.	Harry Gwala District Municipality Local House of Traditional Leaders	Receptionist	85 Copies
40.	Local House of Traditional Leaders (Umzimkhulu LM)	Receptionist	85 Copies
41.	ANC Offices (UBuhlebezwe LM)	Receptionist	85 Copies
42.	ANC Offices (Umzimkhulu LM)	Receptionist	85 Copies
43.	ANC Offices (Kokstad LM)	Receptionist	85 Copies
44.	Schools around the Town (UBuhlebezwe LM)	Receptionist	85 Copies
45.	Schools around the town (Umzimkhulu LM)	Receptionist	85 Copies
46.	Schools around the town (Ingwe LM)	Receptionist	85 Copies
47.	Schools around the Town (KwaSani LM)	Receptionist	85 Copies
48.	Schools around the Town (Kokstad LM)	Receptionist	85 Copies
49.	Department of Health Offices (UBuhlebezwe LM)	Receptionist	85 Copies
50.	Department of Health Offices (Umzimkhulu)	Receptionist	85 Copies
51.	Department of Health Offices (Ingwe LM)	Receptionist	85 Copies
52.	Home Affairs Offices (UBuhlebezwe LM)	Receptionist	85 Copies
54.	Home Affairs Offices (Umzimkhulu LM)	Receptionist	85 Copies

55.	Home Affairs Offices(Kokstad LM)	Receptionist	85 Copies
56.	Social Welfare Offices (UBuhlebezwe LM)	Receptionist	85 Copies
57.	Social Welfare Offices (Umzimkhulu LM)	Receptionist	85 Copies
58.	Social Welfare Offices (Kokstad LM)	Receptionist	85 Copies
59.	Highflats Shopping Centre (UBuhlebezwe LM)	Supervisor/Manager	85 Copies

10. EVALUATION CRITERIA

LIST OF RETURNABLE DOCUMENTS

- Certified copy of Company/ CC / Trust / Partnership registration certificates together with certified copy of members ID
- Joint Venture Agreement and Power of attorney in case of joint ventures
- B-BBEE Status Level Contributor Certificate
- CSD Number
- Profile of company

Stage 1

Assessment of functionality. Only service providers who will achieve a minimum of 60% of the total available points, in accordance with the criteria will qualify for stage two of the evaluation. The formula will be used to calculate Functionality using the criteria mentioned below.

11. EVALUATION OF THE PROPOSALS

Functionality will first be evaluated using the following points:

Criteria	Points allocation	Weight 5-1	Value 100%
Proven track record	6-10 years of related work uninterrupted service	5	20%
	3-5 years of related work uninterrupted service	3	
	0-2 years of related work uninterrupted service	1	
Relevant Experience in Supply of Newsletters- minimum 2 projects	Provide at least 5 previous projects of this nature with 3 traceable references, including contact details	5	40%

	Provide at least 3 previous projects of this nature with 1 traceable references, including contact details	3	
	Provide at least 2 previous projects of this nature with 1 traceable references, including contact details and Evidence of previously compiled newsletter	1	
Quality of service and resources	Evidence of previously compiled newsletter.	5	10%
Quality of proposed personnel	Team with expertise : Graphic Designer: Diploma in Graphic Design Translator: Diploma in translation and interpreting(majoring with English, Zulu and Xhosa)	5	30%
	Graphic Designer: Diploma in Graphic Design Translator: Certificate in translation and interpreting(majoring with English, Zulu and Xhosa)	3	
	Graphic Designer: Certificate in Graphic Design Translator: Certificate in translation and interpreting(majoring with English, Zulu and Xhosa)	1	

$$P_s = \frac{S_o}{M_s} \times 100$$

where:

Ps = percentage scored for functionality by bid under consideration

So = total score of bid under consideration

Ms = maximum possible score

Further to the above the evaluation criteria, functionality evaluation will be utilized as follows:

- Proven track record.....20 points
- Relevant Experience in Supply of Newsletter-minimum 4 projects40 points
- Quality of Service and resources.....10points
- Quality of Proposed personnel..... 30 points

Tenderers are required to demonstrate their ability to undertake the work and provide proof of previous experience, expertise and capacity to undertake the project of this nature. Tenderers are therefore required to meet a functionality score of 60 % (60 points out of 100) based on the criteria below. A score of less than 60 out of 100 for functionality will render the tender non responsive, this therefore indicate that, the onus rests with the tenderer to supply sufficient information to allow for evaluation and award of points detailed below. If insufficient information is supplied, zero points will be awarded for that particular item. Please note that, functionality points will only be utilized to determine the responsiveness of tenders and will not be utilized further in the evaluation process.

Any tender that will scores below 60% on functionality will be regarded as non-responsive and shall not proceed to evaluation level.

Stage 2:

This bid will be evaluated in terms of the 80/20 preference point system as prescribed in the Preferential Procurement Policy Framework Act (No 5 of 2000) as follows:

Proposals shall be evaluated on the 80/20 preference point system.

B-BBEE STATUS LEVEL OF CONTRIBUTOR	NUMBER OF POINTS
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
NONE COMPLIANT CONTRIBUTOR	0

12. ENQUIRIES

All enquiries should be addressed to **MR. N. TENZA** on (039) 834 8700 during working hours.

Completed bid documents in sealed envelopes endorsed "**PRINTING OF NEWSLETTER FOR 2021/2022**" must be deposited in the municipality's tender box located at the Reception of the Harry Gwala District Municipality's offices located at 40 Main Street, Ixopo, 3276, on or before the closing date being **02 July 2021** at **12h00**, whereby bids will be opened to the public. Bids received after the due date and time will not be considered.

Bids that are not sealed and numbered will not be considered. Telegraphic, telephonic, e-mail, facsimile and late proposals will not be accepted.

Harry Gwala District Municipality does not bind itself to accept the lowest or any proposal and reserves the right to accept the whole or part of the proposal. The Harry Gwala District Municipality SCM Policy will be used when evaluating.

MRS A.N. DLAMINI
MUNICIPAL MANAGER

SECTION A

SPECIAL INSTRUCTIONS AND NOTICES TO SUPPLIERS REGARDING THE COMPLETION OF BID FORMS

PLEASE NOTE THAT THIS BID IS SUBJECT TO TREASURY REGULATIONS 16A ISSUED IN TERMS OF THE MUNICIPAL FINANCE MANAGEMENT ACT, 2003, THE HARRY GWALA DISTRICT MUNICIPALITY SUPPLY CHAIN MANAGEMENT POLICY FRAMEWORK AND THE GENERAL CONDITIONS OF CONTRACT.

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

15. Where practical, prices are made public at the time of opening bids.
16. If it is desired to make more than one offer against any individual item, such offers should be given on a photocopy of the page in question. Clear indication thereof must be stated on the schedules attached.

REGISTRATION ON THE HARRY GWALA DISTRICT MUNICIPALITY SUPPLIERS DATABASE

1. In terms of the Harry Gwala District Municipality Supply Chain Management Policy Framework, all suppliers of goods and services to the Municipality are required to register on the Suppliers Database.
2. If you wish to apply for registration, forms may be downloaded from the website, <http://www.harrygwala.gov.za> , or obtained by collecting it in the offices of the Municipality (SCM).
3. If a business is registered on the Database and it is found subsequently that false or incorrect information has been supplied, then the Municipality may, without prejudice to any other legal rights or remedies it may have;
 - 3.1 De-register the supplier from the Database,
 - 3.2 Cancel a Bid or a contract awarded to such supplier, and the supplier would become liable for any damages if a less favourable quotation is accepted or less favourable arrangements are made.
4. **The same principles as set out in paragraph 3 above are applicable should the supplier fail to request updating of its information on the Suppliers Database, relating to changed particulars or circumstances.**
5. Application for registration must be submitted to the Harry Gwala office at Harry Gwala District Municipality. IF THE SUPPLIER IS NOT REGISTERED AT THE CLOSING TIME OF BID, THE SUPPLIER IS REQUIRED TO SUBMIT A COPY OF THE REGISTRATION APPLICATION FORM, TOGETHER WITH THE BID DOCUMENTATION, TO THE RESPECTIVE DEPARTMENT INVITING BIDS.
6. Suppliers /Vendors must be registered with CSD (Central Supplier Database).

DECLARATION THAT INFORMATION ON HARRY GWALA DISTRICT MUNICIPALITY SUPPLIER DATABASE IS CORRECT AND UP TO DATE
(To be completed by bidder)

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

....., WHO REPRESENTS (state name

Of bidder).....

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

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

.....
SIGNATURE OF BIDDER OR AUTHORISED REPRESENTATIVE

DATE:

SECTION M

MBD 6.1

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to all bids:

- the 80/20 system for requirements with a R 30 000 and value of up to R50 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with value above R50 000 000 (all applicable taxes included).

1.2 The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 system shall be applicable.

1.3 Preference points for this bid shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contribution.

1.3.1 The maximum points for this bid are allocated as follows:

	POINTS
1.3.1.1 PRICE	80
1.3.1.2 B-BBEE STATUS LEVEL OF CONTRIBUTION	20
Total points for Price and B-BBEE must not exceed	100

1.4 Failure on the part of a bidder to fill in and/or to sign this form and submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS) or a Registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA) or an Accounting Officer as contemplated in the Close Corporation Act (CCA) together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

1.5 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

2. DEFINITIONS

2.1 “**all applicable taxes**” includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;

2.2 “**B-BBEE**” means broad-based black economic empowerment as defined in section 1 of the Broad Based Black Economic Empowerment Act;

- 2.3 “**B-BBEE status level of contributor**” means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- 2.4 “**bid**” means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;
- 2.5 “**Broad-Based Black Economic Empowerment Act**” means the Broad-Based Black Economic empowerment Act, 2003 (Act No. 53 of 2003);
- 2.6 “**comparative price**” means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;
- 2.7 “**consortium or joint venture**” 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;
- 2.8 “**contract**” means the agreement that results from the acceptance of a bid by an organ of state;
- 2.9 “**EME**” means any enterprise with annual total revenue of R5 million or less;
- 2.10 “**Firm price**” means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the supplier and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- 2.11 “**functionality**” means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of service and the technical capacity and ability of a bidder;
- 2.12 “**non-firm prices**” means all prices other than “firm” prices;
- 2.13 “**person**” includes a juristic person;
- 2.14 “**rand value**” means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;
- 2.15 “**sub-contract**” means the primary supplier’s assigning, leasing, making out work to, or employing, another person to support such primary supplier in the execution of part of a project in terms of the contract;
- 2.16 “**total revenue**” bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the *Government Gazette* on 9 February 2007;
- 2.17 “**trust**” means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and
- 2.18 “**trustee**” means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person

DECLARATION OF BIDDER’S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

- 1 This Standard Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by institutions 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 disregarded if that bidder, or any of its directors have-
 - a. abused the institution’s supply chain management system;
 - b. committed fraud or any other improper conduct in relation to such system; or
 - c. failed to perform on any previous contract.
- 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	<p>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?</p> <p>(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 <i>audialterampartem</i> rule was applied).</p> <p>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.</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	<p>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)?</p> <p>Register 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.</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	<p>Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>

4.3.1	If so, furnish particulars:		
4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		

SBD 8

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME).....

CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS 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

SECTION F

MBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Municipal Bidding Document (MBD) must form part of all bids¹ 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 *per se* prohibition meaning that it cannot be justified under any grounds.
- 3 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
 - a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
 - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that 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.

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 Institution)

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

MBD 9

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 consortium³ 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

SECTION G
FORM OF OFFER AND ACCEPTANCE

NAME OF BIDDER (ORGANISATION): _____

A. OFFER

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

BID NO. HGDM 729 / HGDM / 2021

DESIGN, LAYOUT, EDITING, PROOF - READING, TRANSLATION, PRINTING INCLUDING DELIVERY AND DISTRIBUTION OF THE HARRY GWALA DISTRICT MUNICIPALITY NEWSLETTER EDITION –CONTRACTUAL APPOINTMENT FOR THE FINANCIAL YEAR FOR 36 MONTHS.

The Bidder, identified in the Offer signature block below, by submitting this Offer has accepted the Conditions of Tender.

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 Supplier 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.

The offered total of the prices carried forward from the Summary of the Bill of Quantities is:

R..... (in figures)

*including VAT	
*excluding VAT	

Amount in words.....

* tick relevant box

Are the prices / rates quoted firm? Yes/No:	Is the delivery period stated firm? Yes/No:
Name: <i>(of person authorised to sign the bid)</i>	Signature:
Name of Witness:	Signature of Witness:
Date:	Failure of a Bidder to sign this form will invalidate the bid
Address of Organisation: _____	

Telephone No. _____	Fax No. _____

B. ACCEPTANCE

By signing this part of the Form of Offer and Acceptance, the Employer identified below accepts the Bidder's Offer. In consideration thereof, the Employer shall pay the Supplier the amount due in accordance with the Conditions of Contract. Acceptance of the Bidder's Offer shall form an agreement between the Employer and the Bidder 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 the schedules, forms, drawings and documents or parts thereof referred to in this bid and the General Conditions of Contract for Construction Works, 2nd edition 2010.

Name : <i>(of person authorised to sign the bid)</i>	Signature:
Capacity:	Date:
Name of Witness:	Signature of Witness:
Name and Address of Employer: _____	

SECTION H

BRIEFING SESSION CERTIFICATE

N. B.: THIS FORM IS ONLY TO BE INCLUDED AND COMPLETED WHEN APPLICABLE TO THE BID.

BID NO: HGDM 729/HGDM/2021

SERVICE: PRINTING OF NEWSLETTER

THIS IS TO CERTIFY THAT (NAME)

ON BEHALF OF

.....(DATE)

FAMILIAR WITH THE CIRCUMSTANCES AND THE SCOPE

OF THE SERVICE TO BE RENDERED.

.....
SIGNATURE OF SUPPLIER OR AUTHORISED REPRESENTATIVE
(PRINT NAME)

DATE:.....

.....
SIGNATURE OF MUNICIPAL REPRESENTATIVE
(PRINT NAME)

.....
MUNICIPAL STAMP:
(OPTIONAL)

DATE:

SECTION I

A) TAX CLEARANCE CERTIFICATE REQUIREMENTS

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

1. In order to meet this requirement, suppliers are required to complete in full the attached form TCC 001 "Application for a Tax Certificate" and submit it to any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign bidders/individuals who wish to submit bids.
2. SARS will then furnish the suppliers with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval. Copies of TCC 001 "Application for a Tax Clearance Certificate" form are available from any SARS branch office nationally or on the website www.sars.gov.za.
2. SARS Pin to be submitted.
3. In Bids where Consortia/Joint Ventures/Sub-suppliers are involved, each party must submit a separate Tax Clearance Certificate.
4. Applications for the Tax Clearance Certificates may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website www.sars.gov.za

SECTION J
AUTHORITY TO SIGN A BID

A. CLOSE CORPORATION

In the case of a close corporation submitting a bid, a certified copy of the Founding Statement of such corporation shall be included with the bid, together with the resolution by its members authorising a member or other official of the corporation to sign the documents on their behalf.

By resolution of members at a meeting on 20..... at

Mr/Ms....., whose signature appears below, has been authorised to sign all documents in connection with this bid on behalf of (Name of Close Corporation)

.....

SIGNED ON BEHALF OF CLOSE CORPORATION:
(PRINT NAME)

IN HIS/HER CAPACITY AS..... **DATE:**

SIGNATURE OF SIGNATORY:

WITNESSES: 1.....

2

B. SOLE PROPRIETOR (ONE - PERSON BUSINESS)

I, the undersigned..... hereby confirm that I
am the sole owner of the business trading as

.....

.....
SIGNATURE

.....
DATE

C. COMPANIES

If a Bidder is a company, a certified copy of the resolution by the board of directors, personally signed by the chairperson of the board, authorising the person who signs this bid to do so, as well as to sign any contract resulting from this bid and any other documents and correspondence in connection with this bid and/or contract on behalf of the company must be submitted with this bid, that is before the closing time and date of the bid.

AUTHORITY BY BOARD OF DIRECTORS

By resolution passed by the Board of Directors on.....20.....,

Mr/Mrs..... (whose signature appears below) has been duly authorised to sign all documents in connection with this bid on behalf of (Name of Company)

IN HIS/HER CAPACITY AS:

SIGNED ON BEHALF OF COMPANY:
 (PRINT NAME)

SIGNATURE OF SIGNATORY: **DATE:**

WITNESSES:
 1
 2

D. PARTNERSHIP

The following particulars in respect of every partner must be furnished and signed by every partner:

Full name of partner	Residential address	Signature
.....
.....
.....
.....

We, the undersigned partners in the business trading as.....
 hereby authorise to sign this bid as well as any contract resulting from the bid and any other documents and correspondence in connection with this bid and /or contract.

..... SIGNATURE SIGNATURE SIGNATURE
..... DATE DATE DATE

E CO-OPERATIVE

A certified copy of the Constitution of the co-operative must be included with the bid, together with the resolution by its members authoring a member or other official of the co-operative to sign the bid documents on their behalf.

By resolution of members at a meeting on 20..... at

Mr/Ms....., whose signature appears below, has been authorised to sign all documents in connection with this bid on behalf of (Name of cooperative)

.....

SIGNATURE OF AUTHORISED REPRESENTATIVE/SIGNATORY:

.....

IN HIS/HER CAPACITY AS:

DATE:

SIGNED ON BEHALF OF CO-OPERATIVE:

NAME IN BLOCK LETTERS:

WITNESSES: 1

2

SECTION K
CONDITIONS OF BID

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

2. I/we agree that:
 - (a) the offer herein shall remain binding upon me and open for acceptance by the Municipality during the validity period indicated and calculated from the closing time of the bid;
 - (b) this bid and its acceptance shall be subject to Treasury Regulations 16A issued in terms of the Municipal Finance Management Act, 2003, the Harry Gwala District Municipality Supply Chain Management Policy Framework, and the General Conditions of Contract for Construction Works, 2nd edition 2010, with which I/we am fully acquainted;
 - (c) if I/we withdraw my bid within the period for which I/we have agreed that the bid shall remain open for acceptance, or fail to fulfil the contract when called upon to do so, the Municipality may, without prejudice to its other rights, agree to the withdrawal of my bid or cancel the contract that may have been entered into between me and the Municipality. I/we will then pay to the Municipality any additional expenses incurred by the Municipality having either to accept any less favourable bid or, if fresh bids have to be invited, the additional expenditure incurred by the invitation of fresh bid and by the subsequent acceptance of any less favourable bid. The Municipality shall have the right to recover such additional expenditure by set-off against monies which may be due to me under this or any other bid or contract or against any guarantee or deposit that may have been furnished by me or on my behalf for the due fulfilment of this or any other bid or contract and pending the ascertainment of the amount of such additional expenditure to retain such monies, guarantee or deposit as security for any loss the Municipality may sustain by reason of my default;
 - (d) if my bid is accepted, the acceptance may be communicated to me by registered post, and that the South African Post Office Limited shall be treated as delivery agent to me;
 - (e) the law of the Republic of South Africa shall govern the contract created by the acceptance of my bid and I choose *domiciliumcitandi et executandī* in the Republic at (full physical address):
.....
.....

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

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

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

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

7. CERTIFICATION OF CORRECTNESS OF INFORMATION SUPPLIED IN THIS DOCUMENT

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

- (1) The bidder will furnish documentary proof regarding any quote issue to the satisfaction of the Municipality, if requested to do so.

- (2) If the information supplied is found to be incorrect and/or false then the Municipality, in addition to any remedies it may have, may:-
- (a) Recover from the supplier all costs, losses or damages incurred or sustained by the Municipality as a result of the award of the contract, and/or
 - (b) Cancel the contract and claim any damages which the Municipality may suffer by having to make less favourable arrangements after such cancellation.

SIGNED ON THIS..... DAY OF..... 20.....

AT

.....
SIGNATURE OF SUPPLIER OR DULY AUTHORIZED REPRESENTATIVE **NAME IN BLOCK LETTERS**

ON BEHALF OF (BIDDER'S NAME).....

CAPACITY OF SIGNATORY.....

NAME OF CONTACT PERSON (IN BLOCK LETTERS, PLEASE)

.....

POSTAL ADDRESS

TELEPHONE NUMBER:

FAX NUMBER:

CELLULAR PHONE NUMBER.....

E-MAIL ADDRESS:

CERTIFICATE FOR MUNICIPAL SERVICES

Information required in terms of the Harry Gwala District Municipality's Supply Chain Management Policy. Latest municipal services account statement must be attached.

Tender Number: HGDM 729/ HGDM /2021
Name of the Tenderer: _____

FURTHER DETAILS OF THE BIDDER/S: Proprietor / Director(s) / Partners, etc:

Physical Business address of the Bidder	Municipal Account Number(s)

If there is not enough space for all the names, please attach the additional details to the Tender document.

Name of Director / Member / Partner	Identity Number	Physical residential address of Director / Member / Partner	Municipal Account number(s)

I, _____, the undersigned,
 (full name in block letters)

certify that the information furnished on this declaration form is correct and that I/we have no undisputed commitments for municipal services towards a municipality or other service provider in respect of which payment is overdue for more than 30 days.

 Signature

THUS DONE AND SIGNED for and on behalf of the Bidder / Contractor

at _____ on the _____ day of _____ 2021

Please note:

Even if the requested information is not applicable to the Bidder, the table above should be endorsed NOT APPLICABLE and THIS DECLARATION MUST STILL BE SIGNED.

**SECTION L
CONTRACT DATA PROVIDED BY EMPLOYER**

CONTRACT DATA (Applicable to this contract)

PART A: DATA PROVIDED BY THE EMPLOYER

The following contract specific data are applicable to this contract.

REFERENCE	CONTRACT SPECIFIC DATA PROVIDED BY THE EMPLOYER		
Clause 1.1.14:	Name of Employer: The Municipality of Harry Gwala District represented by Accounting Officer of Municipality: Municipal Manager.		
Clause 1.2.2:	Address of Employer: <table><tr><td><u>Physical:</u> 40 Main Street Ixopo 3276</td><td><u>Postal:</u> Private Bag X 501 Ixopo 3276</td></tr></table> Email address: jilin@harrygwalam.gov.za Telephone No: (039) 834 8700 Fax No: (039) 834 1701	<u>Physical:</u> 40 Main Street Ixopo 3276	<u>Postal:</u> Private Bag X 501 Ixopo 3276
<u>Physical:</u> 40 Main Street Ixopo 3276	<u>Postal:</u> Private Bag X 501 Ixopo 3276		
Clause 1.1.15:	Name of Project Manager: MR. N. TENZA		

SECTION M

MBD 6.1

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2011

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2011.

2. GENERAL CONDITIONS

2.1 The following preference point systems are applicable to all bids:

- 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).

2.2 The value of this bid is estimated not to exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 system shall be applicable.

2.3 Preference points for this bid shall be awarded for:

- (c) Price; and
- (d) B-BBEE Status Level of Contribution.

1.3.1 The maximum points for this bid are allocated as follows:

	POINTS
1.3.1.1 PRICE	80
1.3.1.2 B-BBEE STATUS LEVEL OF CONTRIBUTION	20
Total points for Price and B-BBEE must not exceed	100

1.4 Failure on the part of a bidder to fill in and/or to sign this form and submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS) or a Registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA) or an Accounting Officer as contemplated in the Close Corporation Act (CCA) together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

1.5 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

2. DEFINITIONS

- 2.1.1 **"all applicable taxes"** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- 2.2 **"B-BBEE"** means broad-based black economic empowerment as defined in section 1 of the Broad Based Black Economic Empowerment Act;
- 2.3 **"B-BBEE status level of contributor"** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- 2.4 **"bid"** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;
- 2.5 **"Broad-Based Black Economic Empowerment Act"** means the Broad-Based Black Economic empowerment Act, 2003 (Act No. 53 of 2003);
- 2.6 **"comparative price"** means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;
- 2.7 **"consortium or joint venture"** 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;
- 2.8 **"contract"** means the agreement that results from the acceptance of a bid by an organ of state;
- 2.9 **"EME"** means any enterprise with annual total revenue of R5 million or less;
- 2.10 **"Firm price"** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the supplier and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- 2.11 **"functionality"** means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of service and the technical capacity and ability of a bidder;
- 2.12 **"non-firm prices"** means all prices other than "firm" prices;
- 2.13 **"person"** includes a juristic person;
- 2.14 **"rand value"** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;
- 2.15 **"sub-contract"** means the primary supplier's assigning, leasing, making out work to, or employing, another person to support such primary supplier in the execution of part of a project in terms of the contract;
- 2.16 **"total revenue"** bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based

Black Economic Empowerment Act and promulgated in the *Government Gazette* on 9 February 2007;

- 2.17 **"trust"** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and
- 2.18 **"trustee"** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person