



DISTRIK MUNISIPALITEIT / DISTRICT MUNICIPALITY

QUOTATION-2009/2010

14 PREFABRICATED VIP TOILETS FOR SWARTKOPDAM

NAME OF SUPPLIER	:
ADDRESS	:
TEL NO.	:
FAX NO.	:

Mr D Ngxanga Municipal Manager Siyanda District Municipality

QOUTATION - 2009/2010

14 PREFABRICATED VIP TOILETS FOR SWARTKOPDAM

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Please note that a Geotechnical report for a recent housing project is available on request

Part T1: Copy of bid notices

SIYANDA DISTRICT MUNICIPALITY QUOTATION -2009/2010 INVITATION TO BID

PREFABRICATED VIP TOILETS FOR 14 SITES AT SWARTKOPDAM

The Siyanda District Municipality is awaiting proposals from suppliers to quote for the supply and delivery of 14 prefabricated VIP toilets at Swartkopdam. Swartkopdam is located about 165km northwest from Upington adjacent to the road going to Rietfontein via Noenieput.

The following are some of the basic requirements which the consultancy firms will have to meet. The firm

- 1. must have infrastructure such as an office and a ,telephone
- 2. must have experience about the abovementioned work;
- 3. must be able to fulfill the abovementioned request;
- 4. must be able to provide a tax clearance certificate.

A bid document is available from the head office of the Siyanda District Municipality and can be obtained from Monday, 18 August 2009, from Mr Franco Ruiters on payment of a non refundable deposit of R 105.00. Sealed bid document which is marked Quotations for prefabricated toilet for Swartkopdam - 2009/2010, must be placed in the tender box of the councilos offices, c/o Hill and Le Roux streets, before 14h00 on Friday, 28 August 2009.

Tenders will be adjudicated according to the 80/20 points scoring formula as stipulated in the bid document. The council is not bound to accept the lowest or any tender. The council also reserves the right not to appoint any service provider. No fax proposals will be accepted.

Mr D Ngxanga Municipal Manager Mr J Nakoo(083 390 0871) Head, Community Development services

SIYANDA DISTRIK MUNISIPALITEIT KWOTASIE-2009/2010, UITNODIGING OM TE KWOTEER

VOORAFVERVAARDIGDE VIP TOILETSTRUKTURE VIR 14 ERWE TE SWARTKOPDAM

Hiermee nooi die Siyanda Distrik Munisipaliteit verskaffers uit om te kwoteer vir die lewering van 14 voorafvervaardige VIP toiletstrukture wat by Swartkopdam opgerig kan word.

Belangstellende verskaffers behoort ten minste aan die volgende kriteria te voldoen:

- 1. 'n kantoor hê met ten minste 'n telefoonfasilitet
- 2. moet ervaring van genoemde tipe werk hê;
- 3. moet 'n belasting uitklaringsertifikaat kan voorlê;
- 4. moet die bogenoemde goedere kan lewer.

n Kwotasiedokument sal beskikbaar wees by die kantoor van die Siyanda Distrik Munisiapliteit Munisipaliteit vanaf Mandag, 18 Augustus 2009 en wel by mnr F Ruiters. Verseëlde tkwotasiedokumente wat gemerk is ‰oorafvervaardigde toiletstrukture vir Swartkopdam+, moet in die tenderbus van die Siyanda Distrik Munisipaliteit geplaas word voor 14h00 op Vrydag, 28 Augustus 2009.

Kwotasies sal evalueer word volgens die 80/20 formule soos uitgespel in die kwotasiedokument. Die raad is nie gebind om die laagste, die enigste of enige tender te aanvaar nie. Die raad behou die reg voor om nie enige aanstelling te maak nie en geen fakstenderaanbiedinge sal aanvaar word nie

Mnr D Ngxanga Munisipale Bestuurder Mnr J Nakoo(083 390 0871) Hoof: Gemeenskapontwikkelingsdienste

Document number T1.2

Title : Tender Data

Clause number	Description / Comment
	The conditions of tender are the Standard Conditions of Tender as contained in Annex F of SANS 294. The document can be purchased from the South African Institution of Civil Engineering. Order forms are available on their website: http://www.civils.org.za.
	The Standard Conditions of Tender for Procurements make several references to the Tender Data for details that apply specifically to this tender. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the standard conditions of tender.
	Each item of data given below is cross-referenced to the clause in the Standard Conditions of Tender to which it mainly applies.
F.1.1	The employer is Siyanda District Municipality.
F.1.2	The tender documents issued by the employer comprise: Part 1: Tender Procedures T1.1 Tender notice and invitation to tender T1.2 Tender data Part 2: Returnable documents T2.1 List of returnable documents T2.2 Tender schedules Part C1:Agreement and contract Data C1.1 Form of offer and acceptance C1.2 Contract data Part C2:Pricing data C2.1 Pricing instructions C2.2 Activity schedules / Bills of Quantities Part C3:Scope of work C3 Scope of work Part C4:Site information Site information
F.1.4	The employer agent is: Name: J Nakoo Address: Siyanda District Municipality Tel: 054 337 2800 Fax: 054 337 2888
	E-mail: <u>in@siyanda.gov.za</u>
F.2.12	If a tenderer wishes to submit an alternative tender offer, the only criteria permitted for such alternative tender offer is that it demonstrably enables the Employercs objectives for the services as stated in the Scope of Work to be achieved.
F.2.13.5	The employer address for delivery of tender offers and identification details to be shown on each tender offer package are: Location of tender box: Siyanda District Municipality Physical address: c/o Hill and Le Roux streets Upington, 8001 Tender , Tender Title, Address, Tenderers Name
F.2.15	The closing time for submission of quotations is 14:00 hrs on 28 August 2009.
F.2.15	Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted.
F.2.16	The tender offer validity period is 90 days.
F.2.23	 The tenderer is required to submit with his tender: An original or certified valid Tax Clearance Certificate issued by the South African Revenue Services; and Proof of registration as a business with a recognised body

Clause number	Description / Comment	
	3) Brochures of the proposed structure	
F.3.4	The time and location for opening of the tender offers are: Time: Directly after Tender Closure Location: Boardroom of Siyanda District Municipality,Upington	

Part T2: Returnable Schedules

Document number: T2.1

Title : List of Returnable Documents

1 Returr	nable Schedules required for tender evaluation purposes
•	Certificate of Authority for Signatory;
•	Certificate of Authority for Joint Ventures;
•	Form for scoring of preferential points
2 Other	documents required for tender evaluation purposes
•	An original valid Tax Clearance Certificate issued by the South African Revenue Services
	and
•	Proof of business registration
3 Returr	nable Schedules that will be incorporated into the contract
•	Preferencing Schedule;
•	Proposed Ammendments and Qualifications;
•	Record of Addenda to Tender Documents.
5 C1.1 C	Dffer and acceptance
6 C1.2 C	Contract Data (Part 2)
7 C2.2 A	Activity Schedule

Document number T2.2

Title : Returnable Schedules

SIYANDA DISTRICT MUNICIPALITY AUTHORITY FOR SIGNATORY

Status of concern submitting tender (delete whichever is not applicable):

A. COMPANIES

If the Tenderer is a company, a certified copy of the resolution of the Board of Directors, personally signed by the chairperson of the board, authorising the person who signs this Tender to do so, as well as to sign any contract resulting from this Tender and any other documents and correspondence in connection with this Tender and / or contract on behalf of the company, must be submitted with this Tender.

An example is shown below:

By Resolution of the Board of Directors on 20....., Mr / Ms

has been duly authorised to sign all documents in connection with the Qoutation for VIP toilet structures for Swartkopdam, on behalf of (block capitals)

.....

SIGNED ON B	EHALF OF THE COMPANY:
IN HIS / HER C	CAPACITY AS:
<u>DATE</u> :	
SIGNATURE C	OF SIGNATORY:
WITNESSES:	1
	2

B. PARTNERSHIPS

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

Full name of partner R	esidential address	Signature
We, the undersigned partners in the b	ousiness trading as, õõõõõõõõõõõõ	

hereby authorise $\tilde{o} \ \tilde{o} \ \tilde{o}$

Signature	Signature	Signature
Date	Date	Date

C. ONE-PERSON BUSINESS

I, the undersigned hereby confirm that I am the sole owner of the

Signature

.....

Date

.....

D. CLOSE CORPORATIONS

In the case of a Close Corporation submitting a Tender, a certified copy of the Founding Statement of such corporation shall be included with the Tender, together with a resolution by its members authorising a member or other official of the Corporation to sign the documents on their behalf. An example of such resolution is given below:

.....

SIGNED ON BEHALF OF CLOSE CORPORATION:

IN HIS / HER CAPACITY AS:

<u>DATE</u>:

SIGNATURE OF SIGNATORY:

 $2. \ \tilde{0} \ \tilde{$

Certificate of Authority for Joint Ventures

This Returnable Schedule is to be completed by joint ventures.

We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorise

Mr/Ms $\tilde{0}$ $\tilde{0}$. $\tilde{0}$ $\tilde{0}$ $\tilde{0}$ $\tilde{0}$ $\tilde{0}$ $\tilde{0}$ $\tilde{0}$ $\tilde{0}$., acting in the capacity of lead partner, to sign all documents in connection with the tender offer and any contract resulting from it on our behalf.

NAME OF FIRM	ADDRESS	DULY AUTHORISED SIGNATORY
Lead partner		
		Signature:
		Name:
		Designation:
		Signature:
		Name:
		Designation:
		Signature:
		Name:
		Designation:
		Signature:
		Name:
		Designation:

Proposed amendments and qualifications

The Tenderer should record any deviations or qualifications he may wish to make to the tender documents in this Returnable Schedule. Alternatively, a tenderer may state such deviations and qualifications in a covering letter to his tender and reference such letter in this schedule.

The Tendererqs attention is drawn to clause F.3.8 of the Standard Conditions of Tender referenced in the Tender Data regarding the employerqs handling of material deviations and qualifications.

Tenderers must not include deviations or qualifications relating to the scope of work in this schedule where they are required to submit an Approach Paper.

Page	Clause or Item	Proposal
		1
		1
		1
		-

Signed: Name:

Date: ... Position:

Record of Addenda to quotation documents

	Date	Title or Details
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

Attach additional pages if more space is required.

Signed:	Name:
5	
Date:	Position:
Tenderer:	

Part C1: Agreement and Contract Data

Document number C1.1

Title

Form of Offer and Acceptance

Offer

The employer, identified in the acceptance signature block, has solicited offers to enter into a contract for the procurement of: Prefabricated VIP structures for 15 sites in Swartkopdam

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

By the representative of the tenderer, deemed to be duly authorized, signing this part of this form of offer and acceptance, the tenderer offers to perform all of the obligations and liabilities of the service provider 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

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 provider in the conditions of contract identified in the contract data.

For the tenderer:

```
Signature
```

 $\tilde{0}\ \tilde{0}\ \tilde{0}$

Name

 $\tilde{0}\ \tilde{0}\ \tilde{0}$

Capacity

 $\tilde{0}\ \tilde{0}\ \tilde{0}$

(Name and address of organization)

 $\tilde{0}\ \tilde{0}\ \tilde{0}$

 $..\ \tilde{0}\ \tilde{0}\$

CIDB registration number :

 $\tilde{o}\ \tilde{o}\ \tilde{o}$

Acceptance

By signing this part of this form of offer and acceptance, the employer identified below accepts the tendereres offer. In consideration thereof, the employer shall pay the service provider the amount due in accordance with the conditions of contract identified in the contract data. Acceptance of the tendereres 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 C1 Agreements and contract data, (which includes this agreement) Part C2 Pricing data Part C3 Scope of work

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

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

Notwithstanding anything contained herein, this agreement comes into effect two working days after the submission by the employer of one fully completed original copy of this document including the schedule of deviations (if any), to a courier-to-counter delivery / counter-to-counter delivery / door-to-counter delivery / door-to-counter delivery / door-to-courier service (delete that which is not applicable), provided that the employer notifies the tenderer of the tracking number within 24 hours of such submission. Unless the tenderer (now service provider) within seven working days of the date of such submission 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.

For the employer:

Signature	$\tilde{0}\ \tilde{0}\ \tilde{0}$	
Name	$\tilde{0}\ \tilde{0}\ \tilde{0}$	
Capacity	$\tilde{0}\ \tilde{0}\ \tilde{0}$	
(Name and addr	ress of organization)	
	$\tilde{0}\ \tilde{0}\ \tilde{0}$	
	$\tilde{0}\ \tilde{0}\ \tilde{0}$	
Nome and signs	$\tilde{0}\ \tilde{0}\ \tilde{0}$	
Name and signa of witness	Ture Ture <thture< th=""> Ture Ture <tht< td=""><td>) <u>-</u></td></tht<></thture<>) <u>-</u>

Schedule of Deviations

1 Subject $\tilde{0}$ $\tilde{0}$ Details $\tilde{0}\ \tilde{0}\ \tilde{0}$ 2 Subject $\tilde{0}$ $\tilde{0}$ Details $\tilde{0}\ \tilde{0}\ \tilde{0}$ 3 Subject $\tilde{0}\ \tilde{0}\ \tilde{0}$ Details 4 Subject $\tilde{0}\ \tilde{0}\ \tilde{0}$ Details $\tilde{0}\ \tilde{0}\ \tilde{0}$

By the duly authorised representatives signing this agreement, the employer and the tenderer agree to and accept the foregoing schedule of deviations as the only deviations from and amendments to the documents listed in the tender data and addenda thereto as listed in the tender schedules, as well as any confirmation, clarification or changes to the terms of the offer agreed by the tenderer and the employer during this process of offer and acceptance.

It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the tender documents and the receipt by the tenderer of a completed signed copy of this Agreement shall have any meaning or effect in the contract between the parties arising from this agreement.

Part C2: Pricing data

Document number C2.1

Title	Pricing Instructions					
1. The following words shall have the meanings hereby assigned to them:						
Unit:	The unit of measurement for each item of work for the services as defined in the Standard Specifications or the Scope of Work.					
Quantity:	The number of units of work for each item of the services.					
Rate:	The payment per unit of work at which the Tenderer tenders to do the work for the services.					
Amount:	The product of the quantity and the rate tendered for an item.					
Lump sum:	An amount tendered for an item, the extent of which is described in the Schedule of Quantities, the Scope of Work or elsewhere, but of which the quantity of work for the services is not measured in units.					
Rate only:	An amount per unit to be entered by the tenderer for execution of the specific work for the services. No quantity is provided for this item, which may or may not be used by the Employer to extend the work to be done under the contract.					

 The quantities set out in the Pricing Schedule are approximate quantities. The quantities of work accepted and certified for payment for the services, and <u>not</u> the quantities given in the Pricing Schedule, will be used to determine payments to the service provider.

The validity of the Contract shall in no way be affected by differences between the quantities in the Pricing Schedule and the quantities finally certified for payment. Work for the services will be valued at the rates or lump sums tendered, subject to the provisions of paragraphs 8 and 9 of this section.

- 3. The tendered rates are all-inclusive and covers the execution of the activities as listed, including all accommodation, travelling expenses, all mandatory taxes and levies (excluding VAT), all liaison, insurance against damage, compensation for loss as well as any other possible expenses which have not been specifically mentioned, but which may be related to the execution of the work for the services. Value added tax (VAT) shall be excluded from the rates and prices and provided for as the total VAT on the cost of the Services in the Pricing Schedule.
- 4. The tendered Lump Sum rates are exclusive of travelling and subsistence costs. These Lump Sum rates should include all work required to execute the activities, excluding all accommodation, travelling expenses, all mandatory taxes and levies. All liaison, attendance of all meetings, as well as any other possible expenses which have not been specifically mentioned, but which may be related to the execution of the work for the services. Value added tax (VAT) shall be excluded from the rates and prices and provided for as the total VAT on the cost of the Services in the Summary of Schedule of Quantities.
- 5. The Tenderer shall fill in a rate or a lump sum for each item where this is provided for. The Tenderer shall also fill in a rate against the items where the words % Rate only+ appear in the amount column. Although no work is foreseen under these items, and no quantities are consequently given in the quantity column, the tendered rates shall apply should work under these items actually be required.

If the Tenderer has tendered a rate but omitted the amount, or vice versa, the missing amount or rate will, if possible, be determined in conjunction with the Tenderer from the available data, and the Tenderer must confirm his acceptance of these amounts and rates.

If the Tenderer groups a number of items together and tenders one lump sum for such group of items, this single tendered lump sum shall apply to that group of items and not to each individual item, or, should he indicate against any item that full compensation for such item has been included in another item, the rate for the item included in another item shall be deemed nil.

The tendered lump sums and rates shall be valid irrespective of any change in the quantities during execution of the Contract.

- The services executed are being measured for payment in accordance with the methods described in the Contract Documents under the various payment items, notwithstanding any custom to the contrary.
- 7. The short descriptions of the payment items in the Pricing Schedule are given to identify the items and to provide specific details. Reference shall inter alia be made to the Drawings, Standard Specifications, Scope of Work, Conditions of Contract and Special Conditions of Contract (if any) for more detailed information regarding the extent of the work entailed under each item.
- 8. Subject to the conditions stated in paragraph 9 below, the rates and lump sums filled in by the Tenderer in the Schedule of Quantities shall be final and binding with regard to submitting the Tender, and may not be adjusted should there be any mistakes in the extensions thereof and in the total sums appearing in the Tender. Should there be discrepancies between the Tender Sum and the correctly extended and totalled Pricing Schedule, the rates will be deemed correct, and the Employer will have the right to make such adjustments to the Tender Sum as he deems necessary to reconcile the total of the Pricing Schedule with the Tender Sum.

In such an event the Tenderer will be consulted but, failing agreement between the parties, the decision of the Employer will be final and binding. Adjustment of the Tender Sum will take place only after acceptance of the Tender, but prior to the signing of the Contract. In their own interests Tenderers should make doubly sure of the correctness of their tendered rates, the extensions and the Tender Sum.

- 9. A Tender may be rejected if the unit rates or lump sums for some of the items in the Pricing Schedule are in the opinion of the Employer, unreasonable or out of proportion and if the Tenderer fails within a period of seven (7) days of having been notified in writing by the Employer to adjust the unit rates or lump sums for such items to make such adjustments.
- 10. Payment for services will be as follows:
 - a) Two payments will be made during the contract, one on delivery of the structures and another when all toilets have been erected.

NOTES:

- 1) Value Added Tax (VAT) is to be **excluded** in the tendered rates.
- 2) The Tenderer shall include in his rates for the following:
 - a) Attendance for all meetings with the Employer.
 - b) Establishment costs.
 - c) All per diem costs and accommodation costs of staff.
 - d) All other costs that may be incurred in completing all the work specified to the satisfaction of the Employer.

The rates and lump sums tendered are fixed for the duration of the Contract. Variations will however be made if there is a variation in the VAT rate.

Document number C2.1

Title : Pricing Schedules

All rates and sums of money quoted in the Pricing Schedule shall be in Rands and whole Cents. Fractions of a cent shall be discarded.

ltem no	Item description	Unit	Qty	Tariff	Total
1	Supply and deliver prefabricated panels for Single pit VIP toilets	no	14		
2	Train 4 people on the erection process	no	4		
3	Erect at least 3 toilets with the trained people(inclusive of labour needed for the work, but excluding digging the pit)	no	3		
4	Supply and deliver prefabricated panels for Double pit VIP Toilets	no	14		Rate only
5	Do final inspection after all 14 structures is complete	Sum			
SUB TOTAL					R
VALUE ADDED TAX (14%)					R
TOTAL TENDER AMOUNT CARRIED FORWARD TO FORM OF OFFER AND ACCEPTANCE					R

Part C3: Scope of Work

Document number C3

Title Scope of Work

The Siyanda District Municipality is awaiting quotations from suppliers for the supply and delivery of prefabricated VIP toilets which must be erected at Swartkopdam. Swartkopdam is situated 165km northwest from Upington on road to Rietfontein via Noenieput. About 100km of the road is gravel.

The council have erected a few toilets at some of the sites but new houses have been build at other sites. These 14 households are now in need of VIP toilets. The supplier will be responsible to

- i) Supply and deliver prefabricated units at these sites in Swartkopdam;
- ii) Train people on how the structures are erected by assisting them to erect at least three structures and
- iii) Do a final inspection on the structures after they have been erected by workers from the community

Please note that the Siyanda District Municipality will dig all the pits and will pay for other labour used for the erection of the 11 toilets (14-3).

A supervisor will be appointed by the Siyanda council and the supplier will be notified of when the last structure will be erected for the final inspection.

Suppliers are also requested to supply a rate for a prefabricated double-pit VIP structure.

ltem	Single pit structure	Double pit structure	
1. Length	1,70m	1,70m	
2. Width	0,85m	1,65m	
3 Minimum internal	2,00m	2,00m	
height			
4. Minimum Width of	50mm	50mm	
panels			

The specifications and dimensions for the VIP structures should at least be the following:

5. Other items and Material: Material for the panels should be of sufficient strength to last for at least 15 years without crumbling or breaking. Panels should be abled to be transported separately and be fixed together on site. Panels must be able to be fitted together neatly and tidy. Panels should be such that they can be fixed to a concrete floor or the structure must have its own floor panel which can be placed on the pit walls. Panels for the floor should be at least 75mm thick. The structure must have a roof which will enable rainwater to flow to one side of the structure. The roof must have an overhang of at least 100mm along all sides.

The structure must have a door with a two lever lockset or a latch type lockset which can only close from the inside. The door must be of a stable material and must close fully.

The back and side panels must have vent holes which do not enable flies to enter the structure if the door is closed.

The structure must also have a 110mm vent pipe which extends 500mm beyond the highest point of the roof. This pipe must be fixed to the back panel and the pipes top opening must be covered with a flyscreen. The structure must be supplied with a VIP type pedestal and hard plastic seat cover.

Period of contract

1. The contract will be valid from the date of appointment until all structures have been erected.

Part C4: Site Information

Information about Swartkopdam is available in the attached document called, Swartkopdam: Report on available municipal services.

Part C5: Other Information

General

Service providers must complete the form for claiming of Preference points.

Evaluation of the bids will be done using the following criteria:

Criteria	Points	Total points
Price: Price value as per the quotation	80	80
Preference: HDI Shareholding	14	20
Women shareholding	2	
Disabled	2	
Youth shareholding	2	

Where the point for women shareholding will be awarded for any number of women of any age serve as a shareholder in the company and

the point for youth shareholding will be awarded for any number of persons younger than 35 years whom serve as a shareholder/s in the company.

Suppliers should ensure that enough information is supplied in their documents so that the points can be calculated. Points will be calculated as described on the forms for claiming preference points

APPENDIX A

Form for claiming of preference points

MBD 6.1 PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2001

PURCHASES

This preference form must form part of all bids invited. It contains general information and serves as a claim form for Historically Disadvantaged Individual (HDI) preference points as well as a summary for preference points claimed for attainment of other specified goals

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF EQUITY OWNERSHIP BY HISTORICALLY DISADVANTAGED INDIVIDUALS (HDIS), AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2001.

1. GENERAL CONDITIONS

- 1.1 The following preference point systems are applicable to all bids:
 - the 80/20 system for requirements with a Rand value of up to R500 000; and
 - the 90/10 system for requirements with a Rand value above R500 000.
- 1.2 The value of this bid is estimated to exceed/not exceed R500 000 and therefore the 80/20 system shall be applicable.
- 1.3 Preference points for this bid shall be awarded for:
 - (a) Price; and
 - (b) Specific contract participation goals, as specified in the attached forms.
- 1.3.1 The points for this bid are allocated as follows:

POINTS

1.3.1.1	PRICE	. 80
1.3.1.2	SPECIFIC CONTRACT PARTICIPATION GOALS	
	(a) Historically Disadvantaged Individuals:	
	 (i) who had no franchise in national elections before the 1983 and 1993 Constitutions (ii) who is a female (iii) who has a disability (iv) who is youth 	14 2 2 2
	(b) Other specific goals (goals of the RDP- plus manufacture)	local
	(i) (ii) (iii) (iv)	ÕÕ. ÕÕ. ÕÕ. ÕÕ.

Total points for Price, HDI's and other RDP-goals must not exceed 100

Separate Preference Points Claim Forms will be used for the promotion of the specific goals for which points have been allocated in paragraph 1.3.1.2 (b) above.

- 1.4 Failure on the part of a bidder to fill in and/or to sign this form may be interpreted to mean that preference points 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. GENERAL DEFINITIONS

- 2.1 **"Acceptable bid"** means any bid which, in all respects, complies with the specifications and conditions of bid as set out in the bid document.
- 2.2 **"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 goods, works or services.

2.3 **"Comparative price**" means the price after the factors of a non-firm price and all unconditional discounts that can be utilised have been taken into consideration.

- 2.4 **"Consortium or joint venture"** means an association of persons for the purpose of combining their expertise, property, capital, efforts, skills and knowledge in an activity for the execution of a contract.
- 2.5 **"Contract"** means the agreement that results from the acceptance of a bid by an organ of state.

2.6 **"Specific contract participation goals"** means the goals as stipulated in the Preferential Procurement Regulations 2001.

- 2.6.1 In addition to above-mentioned goals, the Regulations [12.(1)] also make provision for organs of state to give particular consideration to procuring locally manufactured products.
- 2.7 **"Control"** means the possession and exercise of legal authority and power to manage the assets, goodwill and daily operations of a business and the active and continuous exercise of appropriate managerial authority and power in determining the policies and directing the operations of the business.
- 2.8 **"Disability"** means, in respect of a person, a permanent impairment of a physical, intellectual, or sensory function, which results in restricted, or lack of, ability to perform an activity in the manner, or within the range, considered normal for a human being.
- 2.9 **"Equity Ownership"** means the percentage ownership and control, exercised by individuals within an enterprise.
- 2.10 "Historically Disadvantaged Individual (HDI)" means a South African citizen
 - (1) who, due to the apartheid policy that had been in place, had no franchise in national elections prior to the introduction of the Constitution of the Republic of South Africa, 1983 (Act No 110 of 1983) or the Constitution of the Republic of South Africa, 1993, (Act No 200 of 1993) (%be interim Constitution); and/or
 - (2) who is a female; and/or
 - (3) who has a disability:

provided that a person who obtained South African citizenship on or after the coming to effect of the Interim Constitution, is deemed not to be a HDI;

- 2.11 **"Management"** means an activity inclusive of control and performed on a daily basis, by any person who is a principal executive officer of the company, by whatever name that person may be designated, and whether or not that person is a director.
- 2.12 **"Owned"** means having all the customary elements of ownership, including the right of decision-making and sharing all the risks and profits commensurate with the degree of ownership interests as demonstrated by an examination of the substance, rather than the form of ownership arrangements.
- 2.13 **"Person**" includes reference to a juristic person.
- 2.14 **"Rand value"** means the total estimated value of a contract in Rand denomination that is calculated at the time of bid invitations and includes all applicable taxes and excise duties.
- 2.15 **"Small, Medium and Micro Enterprises (SMMEs)** bears the same meaning assigned to this expression in the National Small Business Act, 1996 (No 102 of 1996).
- 2.16 **"Sub-contracting"** means the primary contractors assigning or leasing or making out work to, or employing another person to support such primary contractor in the execution of part of a project in terms of the contract.
- 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.
- 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.

3. ESTABLISHMENT OF HDI EQUITY OWNERSHIP IN AN ENTERPRISE

- 3.1 Equity ownership shall be equated to the percentage of an enterprise which is owned by individuals classified as HDIs, or in the case of a company, the percentage shares that are owned by individuals classified as HDIs, who are actively involved in the management and daily business operations of the enterprise and exercise control over the enterprise, commensurate with their degree of ownership.
- 3.2 Where individuals are not actively involved in the management and daily business operations and do not exercise control over the

enterprise commensurate with their degree of ownership, equity ownership may not be claimed.

4. ADJUDICATION USING A POINT SYSTEM

- 4.1 The bidder obtaining the highest number of points will be awarded the contract.
- 4.2 Preference points shall be calculated after prices have been brought to a comparative basis.
- 4.3 Points scored will be rounded off to 2 decimal places.
- 4.4 In the event of equal points scored, the bid will be awarded to the bidder scoring the highest number of points for specified goals.

5. POINTS AWARDED FOR PRICE

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

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

80/20 or 90/10

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

Where

- Ps = Points scored for price of bid under consideration
- Pt = Rand value of bid under consideration

Pmin = Rand value of lowest acceptable bid

6. Points awarded for historically disadvantaged individuals

6.1 In terms of Regulation 13 (2) preference points for HDIcs are calculated on their percentage shareholding in a business, provided that they are actively involved in and exercise control over the enterprise. The following formula is prescribed in Regulation 13 (5) (c):

$$NEP = NOP \times \frac{EP}{100}$$

Where

NEP = Points awarded for equity ownership by an HDI

NOP = The maximum number of points awarded for equity ownership by an HDI in that specific category

- EP = The percentage of equity ownership by an HDI within the enterprise or business, determined in accordance with the definition of HDIqs.
- 6.2 Equity claims for a trust will only be allowed in respect of those persons who are both trustees and beneficiaries and who are actively involved in the management of the trust.
- 6.3 Documentation to substantiate the validity of the credentials of the trustees contemplated above must be submitted.
- 6.4 Listed companies and tertiary institutions do not qualify for HDI preference points.
- 6.5 A consortium or joint venture may, based on the percentage of the contract value managed or executed by their HDI-members, be entitled to preference points in respect of an HDI.
- 6.6 A person awarded a contract as a result of preference for contracting with, or providing equity ownership to an HDI, may not subcontract more than 25% of the value of the contract to a person who is not an HDI or does not qualify for the same number or more preference for equity ownership.

7. BID DECLARATION

7.1 Bidders who claim points in respect of equity ownership must complete the Bid Declaration at the end of this form.

8. EQUITY OWNERSHIP CLAIMED IN TERMS OF PARAGRAPH 2.10 ABOVE. POINTS TO BE CALCULATED FROM INFORMATION FURNISHED IN PARAGRAPH 9.8.

Ownership Percentage owned

Points claimed

8.1 Equity ownership by persons who had no franchise in the national elections ^õ õ õ õ õ õ õ

8.2 Equity ownership **by women** % õ õ õ õ õ õ . 8.3 Equity ownership by disabled persons* %
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*If points are claimed for disabled persons, indicate nature of impairment (see paragraph 2.8 above)

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9 DECLARATION WITH REGARD TO EQUITY

1

- 9.1 Name of firm
- 9.2 VAT registration number :

9.4 TYPE OF FIRM

Partnership One person business/sole trader Close corporation Company (Pty) Limited

[TICK APPLICABLE BOX]

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

9.6 COMPANY CLASSIFICATION

Manufacturer Supplier Professional service provider Other service providers, e.g. transporter, etc. [TICK APPLICABLE BOX]

9.7 MUNICIPAL INFORMATION

Municipalitywherebusinessissituated:õ õ õ õ õ õ õ õ õ õ õ õ õ õ õ õ õ õ ..

Registered Account No: õõõõõõõõõõõõõõõõõõõõõõõ

Stand No: $\tilde{o} \ \tilde{o} \ \tilde{o}$

9.8 TOTAL NUMBER OF YEARS THE FIRM HAS BEEN IN BUSINESS? Õ Õ Õ Õ Õ Õ Õ Õ Õ Õ Õ Õ Õ Õ Ö Ö Ö Ö Ö Õ</th

9.9 List all Shareholders by Name, Position, Identity Number, Citizenship, HDI status and ownership, as relevant. Information to be used to calculate the points claimed in paragraph 8.

		* HDI Status					
Name	Date/Position occupied in ID Number Enterprise	Date RSA Citizenship obtained	No franchise prior to elections	Women	Disabled	% of business / enterprise owned	

*Indicate YES or NO

9.10 Consortium / Joint Venture

Name of HDI member (to be consistent with paragraph 9.8)	Percentage (%) of the contract value managed or executed by the HDI member

- 9.10 I/we, the undersigned, who warrants that he/she is duly authorised to do so on behalf of the firm certify that points claimed, based on the equity ownership, indicated in paragraph 8 of the foregoing certificate, qualifies the firm for the preference(s) shown and I / we acknowledge that:
 - (i) The information furnished is true and correct.
 - (ii) The Equity ownership claimed is 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 paragraph 8, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct.
 - (iv) If the claims are found to be incorrect, the purchaser may, in addition to any other remedy it may have -
 - (a) recover costs, losses or damages it has incurred or suffered as a result of that persons conduct; and
 - (b) 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;

WITNESSES:

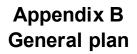
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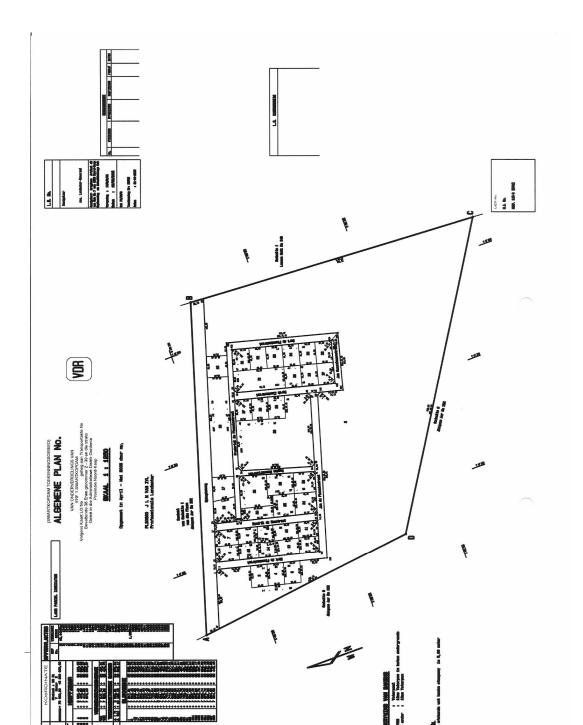
SIGNATURE(S) OF BIDDER(S)

2.
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DATE:Õ Õ Õ Õ Õ Õ Õ Õ Õ Õ Õ Õ ..

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Appendix C Socio Economic information

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	NO. 18 VERHUIS NA DESEMBER MAAND	13 1 14 1 15 1 16 1 17 1 18 1	1 7 2 3 2 5	0 3 0 1 0 1	
	HUIDIGE WERKENDE HUISE MANS	WERKENDE VROUE	GEMIDI INKOMS		
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