



MAKHUDUTHAMAGA LOCAL MUNICIPALITY

LIM473/Guard-houses/25/26/020

**CONSTRUCTION OF GUARD HOUSES AT MAKHUDUTHAMAGA MUNICIPAL FACILITIES.
- 3GB OR HIGHER.**

ISSUED BY:	PREPARED BY:
<u>Supply Chain Management Unit</u> Mr. Mothapo M Private Bag X 434 Jane Furse 1085 Tel: 013 265 8607 Fax: 013 265 1975 khalabom@makhuduthamaga.gov.za	<u>Technical Services Department</u> Mr.Senong Private Bag X 434 Jane Furse 1085 Tel: 013 265 8651 Fax: 013 265 1975 senongp@makhuduthamaga.gov.za
NAME OF THE BIDDER	:
BID AMOUNT	:
TEL NUMBER	:
FAX NUMBER	:
EMAIL ADDRESS	:

CONSTRUCTION OF GUARD HOUSES AT MAKHUDUTHAMAGA MUNICIPAL FACILITIES.

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MAKHUDUTHAMAGA LOCAL MUNICIPALITY
Bid Notice and Invitation to Bid

Bidders are here invited to bid for the following projects:

No.	Project Number	Project Description.	Closing Date.
01	LIM473/road-governmentoff/25/26/019	Design for the construction of access roads to Sekhukhune Government Offices located on portion 48, 69 & 70 of the Farm, Vergelegen 819KS(Adjacent to the Jane Furse Artificial Pitch Sports Ground.	03/12/2025, 12:00
02	LIM473/Guard-houses/25/26/020	Construction of guard houses at Makhuduthamaga Municipal Facilities. - 3GB or Higher.	03/12/2025, 12:00

Bid documents will be obtainable from Makhuduthamaga Local Municipal Offices from **07 November 2025 (Mon-Fri from 08:00-16:30)** from the cashiers at a non-refundable deposit of **R560.00** payable in cash or bank-guaranteed cheque. Bid documents can also be downloaded from www.etender.gov.za at **no cost**.

Completed and signed tender documents must be sealed in an envelope and marked with the relevant project number and project description and be deposited in the tender box at Makhuduthamaga Local Municipality Offices in Jane Furse before the closing date and time.

The municipality shall adjudicate and award tenders in accordance with the Preferential Procurement Policy Framework Act. 5/2000 and the revised procurement regulation with effect 16 January 2023 on 100 points for functionality and 80/20 points system where 80 points is for the price of goods and service and 20 points for Municipal specific goals according to the said legislation. Bids will remain valid for 90 (ninety) days.

The lowest or highest tender will not necessarily be accepted and the municipality reserves the right not to consider any tender not fully completed. Tenderers are required to initial each page of the tender document and sign where necessary.

Enquiries contact:

Supply Chain Unit : Mr Mothapo KJ - 013 265 8607
Infrastructure Services : Mrs Lubisi NB- 013 265 8600

MUNICIPAL MANAGER: Moganedi MR ,Private bag x434, Jane Furse 1085

CONSTRUCTION OF GUARD HOUSES AT MAKHUDUTHAMAGA MUNICIPAL FACILITIES.

3. BID DATA

1.2.1. The employer is MAKHUDUTHAMAGA LOCAL MUNICIPALITY represented by Municipal Manager Mr Moganedi R.M

1.2.2 The bid documents issued by the employer comprise:

1.2.1 Bid notice and invitation to bid

1.2.3 Data

1.2.3 Evaluation criteria

Part 1: Agreements and contracts data

C1.1 Form of offer and acceptance

Part 2: Pricing data

C2.1 Pricing instructions

C2.2 Specification

1.2.3 The employer's agent is: Municipal manager

Tel: (013) 265 8600

1.2.4 Only Bidders who are registered with central supplier database (CSD) will be considered.

1.2.5 The arrangements for a compulsory clarification meeting are as stated in the Bid Notice and Invitation to Bid where applicable.

1.2.6 If a bidder wishes to submit an alternative bid offer, the only criteria permitted for such alternative bid offer is that it demonstrably enables the Employer's objectives for the services as stated in the Scope of Work to be achieved.

1.2.7 All parts of each bid offer communicated on paper shall be submitted as the original.

1.2.8 The employer's address for delivery of bid offers and identification details to be shown on each bid offer package is:

1.2.9 The closing time for submission of bid offers is as stated in the Bid Notice and Invitation to Bid.

1.2.10 Telephonic, telegraphic, telex, facsimile or e-mailed bid offers will not be accepted.

1.2.11 The bid offer validity period is ninety (90) days.

1.2.12 The bidder is required to submit with his/her bid all required documents as listed in the list of returnable documents as part of the eligibility criteria.

1.2.13 The Bid/Proposal will be opened immediately after the closing time for bids only to confirm the bidder, at:

1.2.14 The Service Provider is required to obtain the Employer's prior approval in writing before taking any of the following actions:

- Deviation from the terms of reference;
- Proceeding to the next work stage e.g. appraisal, concept design, final design, bid specifications and bid documentation;
- All contractual matters that has a time, cost implications;
- Approval of building plans;
- Calling for bids;
- Appointment of specialist to do specific studies.

1.2.15 The procedure for the evaluation of responsive bids will be based on the criteria as stated in this document and on 100 points for functionality and 80/20 points system, where 80 points are for price and 20 points are for Municipal Specific goals

1.2.15 Bid offers will only be accepted if:

- 1.2.15.1 The bidder or any of its directors is not listed on the Register of Bid Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector;
- 1.2.15.2 The bidder has not:
 - abused the Employer’s Supply Chain Management System; or
 - failed to perform on any previous contract and has been given a written notice to this effect;
- 1.2.15.3 The bidder has completed the Compulsory Enterprise questionnaire and there are no conflicts of interest which may impact on the bidder’s ability to perform the contract in the best interests of the employer or potentially compromise the bid process; and
- 1.2.15.4 The bidder or any of its directors is not employed by the state.

4. Evaluation criteria

All bids will be evaluated based on 3 process gate1, gate 2 and gate 3.

Pre-qualification Criteria (Gate 1) Administrative and mandatory requirement	Functionality (Gate 2).	Price and Specific Goals Evaluation Criteria (Gate 3) AND vetting
Bidders must submit all mandatory documents as outlined in paragraph 4.1 Only bidders that comply with all these criteria will proceed to Gate 2.	Bidder(s) are required to achieve a minimum of 60 points out of 100 points to proceed to Gate 3.	Bidders who score 60 points and above, will be evaluated further on 80/20 points system where 80 points will be for price and 20 points will be for Specific goals.

4.1. GATE ONE: Pre-qualification criteria (Mandatory documents)

N.B. Attach certified copies on yellow pages.

NO.	Document that must be submitted	Non-submission or completion may result in disqualification.	
1	Original Bid Documents	YES/NO	Fully completed Bid document, Initialised and signed. (Initialised all pages where there is no signature)
2	Company Profile	YES/NO	Detailed Company Profile.
3	Proof of registration on Central Supplier Database (CSD) (detailed CSD report).	YES/NO	The bidder must be registered as a service provider on the Central Supplier Database (CSD). In the case of a joint venture/consortium, CSD registration documents or provide MAAA number for CSD verification of each entity constituting the joint venture/consortium.
4	Proof of company registration	YES/NO	CIPC registration document detailing all the directors, if is a joint venture , consortium , all registration documents for the companies must be provided.
5	ID copies of directors/shareholders/members	YES/NO	Certified ID copies of directors/shareholders/members to be attached

6	UIF proof of registration	YES/NO	Bidders are required to submit proof of registration with Unemployment Insurance Fund, In case of the Joint venture ,both companies have to submit
7	COIDA	YES/NO	Valid letter of good standing (Compensation for Occupational Injuries and Disease Act (COIDA) from Department of Labour OR any company accredited by Department of Labour (to be verified), In case of the Joint venture ,both companies have to submit
8	Joint Venture	YES/NO	Submit JV agreement Where JV is applicable
9	SARS or Tax Pin	YES/NO	SARS or TCS PIN Number, In the case of a joint venture/consortium, the TCS Pin number of each entity constituting the joint venture/consortium, must be submitted with the bid document
10	Municipal rates and Taxes	YES/NO	Proof of municipal rates and taxes for both the company and the directors not older than three months of the closing date of the tender. Must not owe more than 90 days. (Not over ninety days in arrear) An affidavit from SAPS/ commissioner of oath must be attached in case of bidders who are not paying rates and taxes- e.g., In rural areas
11	Qualifications	YES/NO	Certified copies of qualifications in construction
12	3GB or Higher	YES/NO	Proof of registration with CIDB attached (in case of Joint Venture both individuals and combined CIDB must be attached)

13	Performance bond	YES/NO	The bidder must provide a proof of performance bond/ Insurance cover
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NB: All copies must be certified, the certification must not be older than 3 months of the closing date.

: Use black pen only.

: All correction must be signed by the authorised person.

: Use of correction pen (tippex) is prohibited.

: Failure to adhere any of the above will lead to automatic disqualification

: please print attachment for functionality printed on pink coloured pages attached on this document.

4.2. GATE TWO

Functionality

The quality criteria and maximum score in respect of each of the criteria are as follows:

Quality Criteria	Sub-Criteria	Weighting
Experience of the site agent	Curriculum Vitae with contactable reference letters	20
Specific Knowledge		
	Qualifications	30
Financial status	Grading letter	20
Company Experience	- Appointment letters with reference letters for completion	30
Maximum possible score for quality (Ms)		100 points

4.2.1. EXPERIENCE OF SITE AGENT/KEY PERSONNEL IN RELATION TO CONSTRUCTION OF BUILDINGS PROJECTS - (20 POINTS).

No	Targeted Goal (CVs Compulsory)	Points Allocation	Tick applicable one	Points by the municipality
	Relevant projects that include building constructions and labour intensive			

1	Site Agent/Key Staff experience with 1 – 3 years	10		
2	Site Agent/Key Staff experience with 4 – 6 years	15		
3	Site Agent/Key Staff experience Above 6 years	20		
	Total points: Experience of Key Personnel	20		

4.2.2. Site Agent specific knowledge (30)

Item	Specific Knowledge	Points allocation	Tick the applicable one	Points by the municipality
1.	Site Agent specific knowledge in Labour intensive construction methods at least NQF level 3	20		
2.	Site Agent specific knowledge in Labour intensive construction methods at least NQF level 4	30		
certified copies of Academic qualification (non disclosure will result zero score)				

4.2.3. Financial status (20),

Item	Ratings	Points allocation	Tick the applicable one	Points by the municipality
1.	Bank Rating = F to G	0		
2.	Bank Rating = E	4		
3.	Bank Rating = D	8		
4.	Bank Rating = C	12		
5.	Bank Rating = B	16		
6.	Bank Rating = A	20		

4.2.4. Company Experience in relation to construction of building projects- (30 points).

-Tick the applicable one and attach the previous reference letters or completion reference letters

- Reference letters or completion certificates attached should have the contact details for verification if need be.

-only services previously rendered to an organ of state (i.e. government, municipalities and public entities will be considered).

- reference letters should be on official letterhead and stamped by the respective organs of state as a proof of service rendered.

Item	Experience	Points allocation	Tick the applicable one	Points by the municipality

1.	1-2 appointment letters with contactable completion reference letters attached	10		
2.	3–5 appointment letters with contactable completion reference letters attached	20		
3.	Above 6 appointment letters with contactable completion reference letters attached	30		

Note: The Municipality has the right to verify the validity of the supporting documents.

4.3. GATE 3. PRICING AND SPECIFIC GOALS

4.3.1. Price formula

$$PS = \frac{80[1 - (Pt - Pmin)]}{Pmin}$$

Where-

The formula apply to the bid where the preferential procurement preference amount range from **R0,00 and R 50 000 000.**

Ps = Points scored for price of tender under consideration;

Pt = Price of tender under consideration; and

Pmin = Price of lowest acceptable tender.

4.3.2. 20 points will be for specific goals

NO	DESIGNATED GROUP	SPECIFIC GOALS (20 POINTS)
1	Black People	4
2	Youth	4
3	Women- ownership of more than 50 %	2
4	Small, Medium and Micro Enterprises (SMMEs)	4
5	People with disability	2
6	Enterprises within Makhuduthamaga jurisdiction	4

a. The points scored by a tenderer in respect of the specific goals above must be added to the points scored for price.

b. Only the tender with the highest number of points scored may be awarded.

4.4. Deadlock

Criteria for breaking deadlock in scoring

- (1) If two or more tenderers score an equal total number of points, the contract must be awarded to the tenderer that scored the highest points for specific goals.
- (2) If two or more tenderers score equal total points in all respects, the award must be decided by the drawing of lots.

4.5. Exemption

The Minister may, on request, exempt an organ of state from any or all the provisions of this Act if-

- (a) It is in the interest of national security
- (b) The likely tenderers are international suppliers; or
- (c) It is in the public interest

4.6. AWARD OF CONTRACTS TO TENDERERS NOT SCORING HIGHEST POINTS

1. contract may be awarded to a tenderer that did not score the highest points only in accordance with Section 2(1)(f) of the Act.

If the entity intends to apply objective criteria in terms of Section 2(1)(f) of the Act, the entity should stipulate in the tender documents.

5. Record of Addendum to Bid Documents

We confirm that the following communications received from the Employer before the submission of this bid offer, amending the bid documents, have been taken into account in this bid offer:

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

6. Compulsory Enterprise Questionnaire

The following particulars must be furnished. In the case of a joint venture, separate declaration in respect of each partner must be completed and submitted.

Section 1: Enterprise Details

Name of enterprise:	
Contact person:	
Email:	
Telephone:	
Cell no	
Fax:	
Physical address	
Postal address	

Section 2: Particulars of companies and close corporations

Company / Close Corporation registration number	
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Section 3: SARS Information

Tax reference number	
VAT registration number:	

Section 4: CIDB registration number

CIDB Registration number	
---------------------------------	--

Section 5: National Treasury Central Supplier Database

Supplier number	
Unique registration reference number	

Section 6: Particulars of principals

principal: means a natural person who is a partner in a partnership, a sole proprietor, a director of a company established in terms of the Companies Act of 2008 (Act No. 71 of 2008) or a member of a close corporation registered in terms of the Close Corporation Act, 1984, (Act No. 69 of 1984).

Full name of principal	Identity number	Personal tax reference number

Attach separate page if necessary

Section 7: Record in the service of the state

Indicate by marking the relevant boxes with a cross, if any principal is currently or has been within the last 12 months in the service of any of the following:

- a member of any municipal council
- a member of any provincial legislature
- a member of the National Assembly or the National Council of Province
- a member of the board of directors of any municipal entity
- an official of any municipality or municipal entity
- an employee of any department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act of 1999 (Act No. 1 of 1999)
- a member of an accounting authority of any national or provincial public entity
- an employee of Parliament or a provincial legislature

If any of the above boxes are marked, disclose the following:

Name of principal	Name of institution, public office, board or organ of state and position held	Status of service <i>(tick appropriate column)</i>	
		Current	Within last 12 months

*insert separate page if necessary

Section 8: Record of family member in the service of the state

family member: a person's spouse, whether in a marriage or in a customary union according to indigenous law, domestic partner in a civil union, or child, parent, brother, sister, whether such a relationship results from birth, marriage or adoption

Indicate by marking the relevant boxes with a cross, if any family member of a principal as defined in section 5 is currently or has been within the last 12 months been in the service of any of the following:

- a member of any municipal council
- a member of any provincial legislature
- a member of the National Assembly or the National Council of Province
- a member of the board of directors of any municipal entity
- an official of any municipality or municipal entity
- an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999)
- a member of an accounting authority of any national or provincial public entity
- an employee of Parliament or a provincial legislature

Name of family member	Name of institution, public office, board or organ of state and position held	Status of service (tick appropriate column)	
		Current	Within last 12 months

*insert separate page if necessary

Section 9: Record of termination of previous contracts with an organ of state

Was any contract between the tendering entity including any of its joint venture partners terminated during the past 5 years for reasons other than the employer no longer requiring such works or the employer failing to make payment in terms of the contract.

- Yes No (Tick appropriate box)

If yes, provide particulars (insert separate page if necessary)

Section 10: Declaration

The undersigned, who warrants that he / she is duly authorised to do so on behalf of the tendering entity confirms that the contents of this Declaration are within my personal knowledge, and save where stated otherwise in an attachment hereto, are to the best of my belief both true and correct, and:

- i) neither the name of the tendering entity or any of its principals appears on:
 - a) the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004 (Act No. 12 of 2004)
 - b) National Treasury's Database of Restricted Suppliers (see www.treasury.gov.za)
- ii) neither the tendering entity or any of its principals has within the last five years been convicted of fraud or corruption by a court of law (including a court outside of the Republic of South Africa);
- iii) any principal who is presently employed by the state has the necessary permission to undertake remunerative work outside such employment (attach permission to this declaration);
- iv) the tendering entity is not associated, linked or involved with any other tendering entities submitting tender offers
- v) has not engaged in any prohibited restrictive horizontal practices including consultation, communication, agreement, or arrangement with any competing or potential tendering entity regarding prices, geographical areas in which goods and services will be rendered, approaches to determining prices or pricing parameters, intentions to submit a tender or not, the content of the submission (specification, timing, conditions of contract etc) or intention to not win a tender;
- vi) has no other relationship with any of the tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest;
- vii) neither the tenderer or any of its principals owes municipal rates and taxes or municipal service charges to any municipality or a municipal entity and are not in arrears for more than 3 months;
- viii) SARS may, on an on-going basis during the term of the contract, disclose the tenderer's tax compliance status to the Employer and when called upon to do so, obtain the written consent of any subcontractors who are subcontracted to execute a portion of the contract that is entered into in excess of the threshold prescribed by the National Treasury, for SARS to do likewise.

Signed

Name	.....	Date	.....
	.....	Position	.....
<i>Enterprise name</i>	.....		.....

7. Certificate of Authority

Indicate the status of the tenderer by ticking the appropriate box hereunder. The tenderer must complete the certificate set out below for the relevant category.

A Company	B Partnership	C Joint Venture	D Sole Proprietor	E Close Corporation

A. Certificate for company

I,....., chairperson of the board of directors of hereby confirm that by resolution of the board (copy attached) taken on20...., Mr/Mrs.....acting in the capacity of.....,was authorised to sign all documents in connection with this tender and any contract resulting from it on behalf of the company.

As witness

1.....
Chairman

2.....
Date

B. Certificate of partnership

We, the undersigned, being the key partners in the business trading as

hereby authorise Mr/Mrs....., acting in the capacity of.....to sign all documents in connection with the tender for Contract.....and any contract resulting from it on our behalf.

NAME	ADDRESS	SIGNATURE	DATE
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NOTE: This certificate is to be completed and signed by all of the key partners upon whom rests the direction of the affairs of the Partnership as a whole.

C. Certificate for Joint Venture

We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorise Mr/Mrs....., authorised signatory of the company,

Acting in the capacity of lead partner, to sign all documents in connection with the tender offer for Contract.....and any other contract resulting from it on our behalf.

This authorisation is evidenced by the attached power of attorney signed by legally authorised signatories of all the partners to the Joint Venture.

NAME OF FIRM	ADDRESS	AUTHORISING SIGNATURE, NAME & CAPACITY

D. Certificate for sole proprietor

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

As Witness:

1.....

.....
Signature: Sole owner

2.....

.....
Date

E. Certificate for Close Corporation

We, the undersigned, being the key members in the business trading as.....hereby authorise Mr/Mrs.....

Acting in the capacity of....., to sign all documents in connection with the tender for Contract.....and any contract resulting from it on our behalf.

NAME	ADDRESS	SIGNATURE	DATE

NOTE: This certificate is to be completed and signed by all key members upon who rests the direction of the affairs of the Close Corporation as a whole.

F. SCHEDULE OF PROPOSED SUBCONTRACTORS

We notify you that it is our intention to employ the following subcontractors for work in this contract.

If we are awarded a contract we agree that this notification does not change the requirement for us to submit the name of proposed subcontractors in accordance with requirements in the contract for such appointments. If there are no such requirements in the contract, then your written acceptance of this list shall be binding between us.

	Name and address of proposed Subcontractor	Company Registration Number & CIDB Classification	Description of Work to be executed by Subcontractor
1.			
2.			
3.			
4.			
5.			

8. CERTIFICATE FOR MUNICIPAL SERVICES AND PAYMENTS

TO: MUNICIPAL MANAGER, MAKHUDUTHAMAGA LOCAL MUNICIPALITY

FROM: _____ (Name of Bidder)

FURTHER DETAILS OF BIDDER(S); DIRECTORS/SHAREHOLDERS/PARTNERS, ETC.

Directors/shareholder s/Partner	Physical address of the Business	Municipal Account No.	Physical residential address of the Director/Shareholder/Partner	Municipal Account No.

NB: Please attach certified copy (ies) of ID document(s) and proof of payment not older than 3 months

Signatory

Date

Witnesses

1. _____

Full Names

Signature

Date

2. _____

Full Names

Signature

Date

9. AUTHORISATION FOR DEDUCTION OF OUTSTANDING AMOUNTS OWED TO COUNCIL.

TO: MUNICIPAL MANAGER, MAKHUDUTHAMAGA LOCAL MUNICIPALITY

FROM: _____ (Name of the Bidder or Consortium)

I, _____ the undersigned, hereby authorise the Makhuduthamaga Local Municipality to deduct the full amount outstanding by the business organisation/Director/Shareholder/Partner, etc. from the payment that will be made to me.

Signed at _____ Date ____ Month ____ 20 ____

Print Name: _____

Signature: _____

Thus done and signed for and on behalf of the bidder

Signatory

Date

Witnesses

1. _____

Full Names

Signature

Date

2. _____

Full Names

Signature

Date

10. Proposed Amendments and Qualifications

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

Schedule of Deviations

1. Subject

Details.....

.....

.....

2. Subject

Details

.....

.....

.....

3. Subject.....

Details

.....

.....

4. Subject

.....

Details

.....

.....

.....

By the duly authorized representatives signing this agreement, the employer and the bidder agree to and accept the foregoing schedule of deviations as the only deviations from and amendments to the documents listed in the bid data and addenda thereto as listed in the bid schedule, as well as any confirmation, clarifications or changes to the terms of the offer agreed by the bidder 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 bid documents and the receipt by the bidder of a completed signed copy of this Agreement shall have any meaning or effect in the contract between the parties arising from this agreement

Signed : _____ Date _____

Name _____ Position _____

Bidder _____

11. SCHEDULE OF THE TENDERER'S EXPERIENCE

The following is a statement of similar work successfully executed by myself/ourselves in the last five years:

Employer, contact person and telephone number	Description of contract	Value of work Inclusive of VAT (Rand)	CIDB Classification	Date Completed

Signed.....Date.....

Name.....

Position.....

Tenderer.....

12. CONTRACTOR’S ESTABLISHMENT ON SITE

Should the combined, extended total tendered for Items: The contractor’s general obligations:

- (a) Fixed obligations
- (b) Value-related obligations
- (c) (c) Time-related obligations

Shall not exceed a maximum of 15 % of the tender sum (excluding VAT).

Total tendered for Items expressed as a percentage of the tender sum (excluding VAT):
% (insert percentage).

SIGNED ON BEHALF OF TENDERER:

13.SCHEDULE OF LABOUR CONTENT

The Tenderer must complete the table below to reflect the labour force anticipated to be employed on this contract, including labour employed by sub-contractors.

The specified target value is 10%

Note: The full amount of this 10% target value should be obtained from Local Labour content. This 10% labour content shall be from the LOCAL COMMUNITY, the contractors own key, skilled and unskilled personnel will not be counted towards the said 10% of the contract amount minimum labour content.

Type of Labour	Man-hours	Minimum Wage Rate per Unit	Total Wage Cost (Excl VAT)
Permanent Labour			
Temporary Labour			
SMME/HDI’s Labour			
TOTAL			
PERCENTAGE			

Notes to Tenderer:

(1)Labour is defined as hourly paid personnel.

14. FORM OF OFFER AND ACCEPTANCE.

Offer

The employer, identified in the acceptance signature block, has solicited offers for **CONSTRUCTION OF GUARD HOUSES AT MAKHUDUTHAMAGA MUNICIPAL FACILITIES.**

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

By the representative of the bidder, deemed to be duly authorized, signing this part of this form of offer and acceptance, the bidder 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: -----

----- (Rands VAT Inclusive / exclusive)

.....
.....
..... (Amount
In words)

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 bidder before the end of the period of validity stated in the bid data, whereupon the bidder becomes the party named as the Service Provider in the conditions of contract identified in the contract data.

FOR THE BIDDER

Signatur..... Date

Name

Capacity.....

(Name and address of organization)

.....
.....

Name and signature
of witness

.....

ACCEPTANCE

By signing this part of this form of offer and acceptance, the employer identified below accepts the bidder's 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 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.

Notwithstanding anything contained herein, this agreement comes into effect on the date when the bidder receives on fully completed original copy of this document. Unless the bidder (now service provider) within five working days of the date of such receipt notifies the employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the parties.

Signature.....Date.....

Name

Capacity

for the Makhuduthamaga Local Municipality

.....
.....
.....

Name and

Date.....

signature of witness

15. Data Provided by the Service Provider

Clause	The Service Provider is
---------------	-------------------------------

12.1	Address: Telephone: Fax simile:
12.2	The authorized and designated representative of the Service Provider is: Name: The address for receipt of communication is:
12.3	Telephone: Fax simile: Address:

16. Pricing Instructions

1. The Service Provider is required to provide the services in accordance with the Scope of Work. To provide the work in accordance with the Scope of Work embraces all things necessary and incidental to completing the services.
2. The only basis for a change to the prices is as a result of the Employer giving an instruction to change the Scope of Work.
3. No contract price adjustment for inflation is/ will be provided for.

17. SCOPE OF WORK

Construction of Seven (7) Guard Houses and (6) Boom Gates.

17.1. Project Overview

The project involves the construction and installation of **seven (7) new guard houses and boom gate systems** at the following facilities within the municipal area:

1. Masemola Sports Facility
2. Ga Phaahla Community Hall
3. Makgwabe Community Hall
4. Mogaladi Community Hall
5. Community Services Offices
6. Madibong Landfill Site- no boom gate needed.
7. Jane Furse Artificial Turf

The Contractor shall provide all labour, materials, plant, tools, equipment, and supervision necessary for the full completion of the works in accordance with approved drawings, specifications, and standards.

17.2. DESCRIPTION OF WORKS

A. Site Preparation

- ✓ Conduct site inspections and establish site boundaries for each facility.
- ✓ Clear and level the designated areas for construction.
- ✓ Excavate for foundations according to design specifications.
- ✓ Provide temporary fencing and signage for safety and security.

B. Guard House Construction- see the attached designs

Each guard house shall be of similar standard design unless site conditions dictate otherwise, and shall include:

- **Foundations:** concrete footing and slab.
- **Superstructure:** Brick masonry walls with plaster and paint finish (internal and external).
- **Roofing:** Corrugated or IBR roof sheeting on timber or steel trusses, including rainwater goods.
- **Doors and Windows:** Secure steel/aluminium doors and windows with burglar bars.
- **Flooring:** Cement screed finish or non-slip floor tiles.
- **Ceiling:** Rhino board or PVC ceiling with cornices.
- **Electrical Installation:**
 - Internal lighting and power outlets.
 - External security light(s).
- **Plumbing :**
 - Hand-wash basin connected to the nearest water point.
 - Drainage connection to septic or existing system (as feasible).
- **Painting and Finishing:** Two coats of durable exterior-grade paint and interior emulsion finish.

C. Boom Gate Installation

- Supply and install electrically operated boom gates (as specified).
- Provide supporting structures, access control posts, and electrical connections.
- Integrate with the guard house power supply.
- Test and commission all mechanical and electrical components.

D. Ancillary Works

- Construction of access apron guard houses.
- Installation of drainage as necessary.
- Site reinstatement and clean-up.
- Supply and installation of signage (e.g., “Security Checkpoint”, “Stop”, etc.).

E. COMPLIANCE AND STANDARDS

- All works shall comply with the National Building Regulations (SANS 10400) and relevant Municipal Bylaws.
- Electrical installations shall comply with SANS 10142.
- Occupational Health and Safety (OHS) Act compliance must be observed throughout the project.

F. PROJECT DURATION

The expected duration for the completion of all works is 5 months from the date of site handover.

G. HANDOVER AND ACCEPTANCE

- Final inspection with client representatives.
- Completion and handover reports including test certificates, as-built drawings, and warranty documents.
- Correction of any defects identified during snagging

H. BILL OF QUANTITY:

The bill of Quantity is attached separately. Please use blue coloured papers to print, complete, attach and returned with the original tender document.

18. SCHEDULE OF ESTIMATED MONTHLY EXPENDITURE AND RETENTION.

18.1. The tenderer shall state his estimated value of the work to be completed every month, based on his preliminary programme and his tendered unit rates, in the table below. The amounts for contingencies and contract price adjustment shall not be included.

MONTH	VALUE (INCLUDING VAT)	10 % (RETENTION AMOUNT)
1		
2		
3		
4		
5		
Total		

18.2. PERFORMANCE GUARANTEE / RETENTION

MUNICIPAL MANAGER
Makhuduthamaga Municipality
Private Bag X434
Jane Furse
1085

CONTRACT.....

I/We, the undersigned,

.....

acting herein in my/our capacity as

.....

..... and as such duly authorized to represent

.....(Hereinafter referred to as "the

Guarantor") (in the case of a Company a resolution to be attached) do hereby bind the said Guarantor for the

obligations of

(hereinafter referred to as "the Contractor") in terms of the above-mentioned Contract between the Municipal Manager of Makhuduthamaga Municipality and the said Contractor, and/or for the refund by

the Contractor of any excess payments to the Contractor not due and which cannot be recovered from the amount of the retention money to the credit of the Contractor in terms of Clauses 6.2 and 6.10.1 of the General Conditions of Contract 2010, and do further bind the Guarantor as surety and co-principal debtor with the Contractor for any other amounts which may become payable to the said Municipal Manager from any cause whatsoever arising from the insolvency of the Contractor.

The Guarantor's liability in terms hereof shall be limited to the sum of R
(..... %) of the contract amount which amount I/we agree to hold at your disposal.

I/we declare that I/we on behalf of the Guarantor am/are fully acquainted with the terms and conditions of the said contract

and the Guarantor undertakes to pay the said amount of R

.....
or such portion thereof as may be demanded immediately on receipt of a written demand from you in terms of Clause 6.2 of the General Conditions of Contract 2010. A certificate under your hand shall be sufficient and satisfactory evidence as to the amount of the Guarantor's liability for the purpose of enabling provisional sentence or any similar relief to be obtained against the Guarantor.

It is recorded that this guarantee shall remain in force until all moneys which might become due and payable by the Contractor to the Municipal Manager have been paid and you or the

said Municipal Manager shall always be entitled without your or the Municipal Manager's rights being affected, to release securities, to give time, to compound or to make any other arrangements with the Contractor, and any alteration or variation of the said Contract shall in no way release the Guarantor from liability in terms of this Guarantee.

This Guarantee is neither negotiable nor transferable, and must be surrendered to the Guarantor in the event of the full amount of the Guarantee being paid to your Agency.

This Guarantee shall lapse upon the issue of the Completion Certificate in terms of Clause 5.14.4 of the General Conditions of Contract 2015.

SIGNED at on this day of 20.....

AS WITNESSES:

1.
.....
GUARANTOR

ADDRESS:

.....

2.

ADDRESS:

.....

18.3. Certificate of Completion

The certificate of completion will be issued after the successful commissioning of all equipment. The twelve months defects liability period will start on the date stated in the Certificate of Completion. Guarantees will be reduced or returned to the Contractor after issuing of the Certificate of Completion and retention monies will be paid out after the defects liability period has elapsed. The Certificate of Completion will not be issued until the documents required in terms of this Contract have been lodged with and accepted as satisfactory by the Employer's Agent.

The issuing of the Certificate of Completion could be delayed if the equipment supplied under this contract cannot be commissioned. If the issuing of the Certificate of Completion is delayed for reasons beyond the Contractor's control, the Contractor will be compensated for his expenses because of the time delay between the completion of the works and the commissioning of the equipment. The rate tendered for the payment item for the postponement of the issuing of the Certificate of Completion must include for all the Contractor's expenses.

18.4. PAYMENT CERTIFICATES

Where retention money is applicable to a Contract, the retention money shall be deducted on the invoice from the total amount for work done and then the Value Added Tax (VAT) will be added to calculate the total amount payable on the invoice.

If penalties are payable, these will be deducted prior to the addition of VAT but after the calculation of retention money.

Tax invoices shall be submitted for each interim payment claim. The Contractor shall submit a provisional invoice with his payment claim as soon as possible after the date of measurement.

Once agreement has been reached with the Employer's Agent on the value of the certificate, the Contractor shall submit an original invoice on which payment will be made. The format will be discussed in the month preceding the first claim and to be resolved before the first payment is made. Payments will be made within thirty days of submission of (Tax) invoice (certificates) .

19 . MBD FORMS

MBD 5

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

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

1 Are you by law required to prepare annual financial statements for auditing? ***YES / NO**

1.1 If yes, submit audited annual financial statements for the past three years or since the date of establishment if established during the past three years.

.....
.....
.....

2 Do you have any outstanding undisputed commitments for municipal services towards any municipality for more than three months or any other service provider in respect of which payment is overdue for more than 30 days?
***YES / NO**

2.1 If no, this serves to certify that the bidder has no undisputed commitments for municipal services towards any municipality for more than three months or other service provider in respect of which payment is overdue for more than 30 days.

2.2 If yes, provide particulars. ***YES / NO**

.....
.....
.....

* Delete if not applicable

3 Has any contract been awarded to you by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract?

***YES /**

NO

3.1 If yes, furnish particulars

.....
.....
.....

4. Will any portion of goods or services be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality / municipal entity is expected to be transferred out of the Republic?

***YES /**

NO

4.1 if yes, furnish particulars

.....
.....

CERTIFICATION

I, THE UNDERSIGNED (NAME)

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

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

.....
Signature

.....
Date

.....
.....

SBD 4.

DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state¹, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer in terms of this invitation to bid (includes a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorized representative declare his/her position in relation to the evaluating/adjudicating authority where-

- The bidder is employed by the state; and/or
- The legal person on whose behalf the bidding document is signed, has a relationship with persons/ a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.

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

2.1. Full Name of bidder or his or her representative:.....
.....

2.2. Identity
Number:.....

2.3. Position occupied in the Company
(director, trustee, shareholder²):.....

2.4. Company registration
number:.....

2.5. Tax Reference
Number:.....

2.6. VAT Registration
Number:.....

2.6.1 The names of all directors/ trustees/ shareholders/ members, their individual identity numbers, tax reference numbers and, if applicable, employee/ persal numbers must be indicated in paragraph 3 below.

1“State” means –

- a. Any national or provincial department, national or provincial public entity or constitution within the meaning of Public Finance Management Act, 1999 (Act No. 1 of 1999);
- b. Any municipality or municipal entity;
- c. Provincial legislature;
- d. National Assembly or the national Council of provinces; or
- e. Parliament.

2”shareholder” means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.

2.7. Are you or any person connected with them bidder
NO YES NO
presently employed by the state?

2.7.1. If so, furnish the following particulars:

Name of person / director / trustee/ shareholder/ member:

.....

Name of state institution at which you or person
connected to the bidder is employed:

.....

Position occupied in the public institution:

.....

Any other particulars:

.....

.....

.....

2.7.2. If you are presently employed by the state, did you obtain YES NO
the appropriate authority to undertake remunerative work outside employment in the public sector?

2.7.2.1. If yes, did you attached proof of such authority to the bid YES NO
document?

(Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the bid.

2.7.2.2. If no, furnish reasons for non-submission of such proof:

.....
.....
...
.....
...

2.8. Did you or your spouse, or any of the company's directors/ trustees/ YES NO
shareholders/ members or their spouses conduct business with the state in the previous twelve months?

2.8.1. If so, furnish particulars:

.....
.....
.....

2.9. Do you, or any person connected with the bidder, have any relationship YES NO
(family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid?

2.9.1. If so, furnish particulars:

.....
.....

.....

2.10. Are you, or any person connected with the bidder, aware of any YES NO relationship (family, friend, other) between any other bidder and any person employed by the state who may be involved with the evaluation and or adjustment of this bid?

2.10.1. If so, furnish particulars:

.....

2.11. Do you or any of the directors/ trustees/ shareholders/ members of the company have any interest in any other related companies whether or not they are bidding for this contract?

2.11.1. If so, furnish particulars:

.....

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

Full Names	Identity Number	Personal Tax Reference Number	State Employee Number/ Persal Number

3. DECLARATION

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

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPH 2 and 3 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 23 OF THE GENERAL CONDITIONS OF CONTRACT SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
 Signature

.....
 Date

.....
 Position

.....
 Name Of Bidder

MBD 9.

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

 (Bid Number and Description)

in response to the invitation for the bid made by:

 (Name of Municipality / Municipal Entity)

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

I certify, on behalf of: _____ that:
 (Name of Bidder)

1. I have read and I understand the contents of this Certificate;

2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.

MBD 9.

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.

MBD 9

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

i. ACRONYMS AND ABBREVIATIONS

- COIDAAct Compensation of Occupational Injury and diseases Act, 1993 (Act 85 of 1993)
- IOD Injury on Duty
- OHSAct Occupational Health and Safety Act, Act 85 of 1993
- OHS/OH&S Occupational Health and Safety
- OHS Reps Occupational Health and Safety Representatives
- MLM Makhuduthamaga Local Municipality
- MM Municipal Manager
- MSDS Material Safety Data Sheet
- PPE Personal Protective Clothing

ii. CLARIFICATION OF TERMS

In this document, the following words shall have the following meanings unless otherwise contextually stated:

'Accident' means an accident arising out of and in the course of an employee's employment and resulting in a personal injury, illness or the death of the employee.

'Building' includes-

- a) Any structure attached to the soil;
- b) Any building or such structure or part thereof which is in the process of being erected; or
- c) Any prefabricated building or structure not attached to the soil

'Chief inspector' means the officer designated under Section 27 of the OHSAct as chief inspector, and includes any officer acting as chief inspector

'Commissioner' means the Compensation Commissioner appointed under section 2(1)(a); (xviii) of the COIDAAct

‘Compensation’ means compensation in terms of this Act and, where applicable, medical aid or payment of the cost of such medical aid

‘Compensation fund’ means the fund established by section 15; (xli) of the COIDA Act

‘Danger’ means anything which may cause injury or damage to persons or property

‘Employee’ means any person who is employed by or works for an employer and who receives or is entitled to receive any remuneration or who works under the direction or supervision of an employer or any other person

‘Employer’ means any person who employs or provides work for any person and remunerates that person or expressly or tacitly undertakes to remunerate him, but excludes a labour broker as defined in section 1 (1) of the Labour Relations Act, 1956 (Act 28 of 1956)

‘Hazard’ means a source of or exposure to danger

‘Health and safety committee’ means a committee established under section 19 of the OHS Act

‘Health and safety equipment’ means any article or part thereof which is manufactured, provided or installed in the interest of the health and safety of any person.

‘Health and safety representative’ means a person designated in terms of section 17 (1) of the OHS Act

‘Health and safety standard’ means any standard, irrespective of whether or not it has the force of law, which, if applied for the purpose of the OHS Act, will in the opinion of the Minister promote the attainment of an object of the OHS Act

‘Healthy’ means free from illness or injury attributable to occupational causes

‘Incident’ means an incident as contemplated in section 24 (1) of the OHS Act

‘Inspector’ means a person designated under section 28 of the OHS Act

‘Medical surveillance’ means a planned programme or periodic examination (which may include clinical examinations, biological monitoring or medical tests) of employees by an Occupational Health Practitioner or, in prescribed cases, by an Occupational Medicine Practitioner

‘Minister’ means the minister of department of labour.

‘Municipality’ hereby refers to Makhuduthamaga Local Municipality

‘Occupational disease’ means any disease contemplated in section 65(1)(a) or (b); (ix) of the COIDA Act

‘Occupational health’ includes occupational hygiene, occupational medicine and biological monitoring

‘Occupational Health Practitioner’ means an occupational medicine practitioner or a person who holds a qualification in occupational health recognized as such by the South African Medical and Dental Council as referred to in the Medical, Dental and Supplementary Health Services Professions Act, 1974 (Act 56 of 1974) or the South African Nursing Council as referred to in the Nursing Act, 1978 (Act 50 of 1978)

‘Occupational hygiene’ means the anticipation, recognition, evaluation and control of conditions arising in or from the workplace, which may cause illness or adverse health effects to persons

‘Occupational injury’ means a personal injury sustained as a result of an accident in the workplace

‘Occupational medicine’ means the prevention, diagnosis and treatment of illness, injury and adverse health effects associated with a particular type of work

‘Occupational medicine practitioner’ means a medical practitioner as defined in the Medical, Dental and Supplementary Health Service Professions Act, 1974 (Act No. 56 of 1974), who holds a qualification in occupational medicine or an equivalent qualification which is recognized as such by the South African Medical and Dental Council referred to in the said Act

'Office' means an office as defined in section 1 (1) of the Basic Conditions of Employment Act, 1983 (Act No. 3 of 1983)

'Officer' means an officer or employee as defined in section 1 (1) of the Public Service Act, 1984 (Act No. 111 of 1984)

'Plan' means an assessment document developed by the OHS Committee

'Policy' means the OHS Policy for Makhuduthamaga Local Municipality

'Reasonably practicable' means having practicable regard to

(a) the severity and scope of the hazard or risk concerned;

(b) the state of knowledge reasonably available concerning that hazard or risk and of any means of removing or mitigating that hazard or risk;

(c) the availability and suitability of means to remove or mitigate that hazard or risk; and

(d) the cost of removing or mitigating that hazard or risk in relation to the benefits deriving there from

'Remuneration' means any payment in money or in kind or both in money and in kind, made or owing to any person in pursuance of such person's employment

'Risk' means the probability that injury or damage will occur

'Safe' means free from any hazard

'Unit'-shall mean Occupational Health and Safety Sub-Directorate

'Work' means work as an employee or as a self-employed person, and for such purpose an employee is deemed to be at work during the time that he is in the course of his employment, and a self-employed person is deemed to be at work during such time as he devotes to work as a self-employed person

'Workplace' means any premises or place where a person performs work in the course of his employment.

9.1. PREAMBLE

The need for the policy stems from the Occupational Health and Safety Act, 1993 which requires employers, including municipalities, amongst other things to develop and adopt an occupational health and safety policy.

Furthermore, this policy is intended to create a framework for decision making in respect of human resources management in as far as occupational health and safety is concerned in the Municipality.

To comply with the conditions relating to the Occupational Health and Safety Act, Act 85 of 1993 regarding the issue and control of safety equipment/protective clothing as well as to compile a policy on the issue and control of other clothing and uniforms which is not legally compulsory

The policy is intended to:

Promote and maintain the highest degree of physical, mental and social well being of workers.

Prevent amongst workers, ill health caused by their working conditions.

Place and maintain workers in a working environment that is adapted to their individual physiological and psychological conditions.

Protect workers from factors adverse to their health.

Promote and maintain working environment that is free from harassment.

10.2. PURPOSE AND OBJECTIVES OF POLICY

The purpose of this policy is to serve as a guiding tool to ensure that the employer provides and maintain a healthy and safe work environment and also to enhance the health and safety of persons at work in connection with the operation of the municipality. The policy also provides for the protection of persons other than persons at work, against hazards to health and safety arising out of or in connection with the activities of persons at work.

The objectives of the policy are to:

- Guide the development of safe methods of work;
- Ensure the achievement of a safe working environment;
- Promote good health within the workforce;
- Reduce the number and severity of injuries in the workplace;
- Enhance compliance with all relevant Acts, Regulations, Standards and Codes of Practice.

10.3. SCOPE AND APPLICATION

This policy applies to all employees of the municipality, its clients and all the contractors doing any kind of work for the municipality.

10.4. LEGAL FRAMEWORK

- The Constitution of South Africa Act No.108 of 1996
- Basic Conditions of Employments Act (Act 75 of 1997)
- Labour Relations Act (Act 66 of 1995)
- Municipal Systems Act (Act 32 of 2000)
- Municipal Finance Management Act (Act 56 of 2003)
- Locally negotiated agreements (LL F Resolutions)
- Occupational Health and Safety Act (Act 85 of 1993 + Regulations)
- Compensation for Occupational Injury and Diseases (Act 85 of 1993)
- Medical, Dental and Supplementary Health Service Professions Act, 1974 (Act No.56 of 1974) or South African Nursing Council as referred to in the Nursing Act, 1978 (Act No.50 of 1978)

10.5. ADMINISTRATION OF THE POLICY

The Municipal Manager or his/her delegate assignee accepts overall responsibility for the implementation and monitoring of this policy.

10.6. POLICY CONTENT

10.6.1 OCCUPATIONAL HEALTH AND SAFETY STRUCTURES

a. Health and Safety committee

A health and safety committee must be established. The committee shall comprise of the following members.

- Members from different departments (elected health and safety reps or organized labour)

- OH&S Practitioner
- Employer representative
- OHS Reps
- First Aiders

Duties and responsibilities of the committee

- Discuss and make recommendations on common health and safety issues to the employer and all Departments
- Shall set and review Occupational health and Safety Standards
- Review the Occupational health and Safety Policy
- Shall meet quarterly
- Shall keep record of minutes and recommendations made to employer
- Discuss incidents/accidents that occurred at the workplace and recommend accordingly
- Make recommendations to the employer on matters affecting the health and safety of employees
- Note corrective actions taken by employer arising from reports received from health and safety representatives

b. Health and Safety Representatives

Election

- Every Department must elect their own health and safety representatives to represent the employees
- The Municipal Manager must appoint health and safety representatives to represent the employer in writing.
- Election shall be held every three years
- Elected employees must be able to read and write for training and reporting purpose

Duties and Responsibilities of Reps:

- Make representation to the employer on general matters, affecting the health and safety of employees
- Identify potential hazards and risks to the health and safety of employees in the workplace
- Investigate complaints by employees relating to his/her health and safety at work
- Make representation or recommendations to the employer on health and safety committee matters and any matter affecting health and safety of employees
- Carry out the quarterly inspections in the working place within their scope of authority
- Participate in consultation over health and Safety with inspectors at the workplace and accompany an inspector on any inspection of the workplace
- Attend all health and safety committee meetings, which he/she is a member of.

Rights of OHS Reps

- Visit the site of an incident at all reasonable times and attend to any inspection
- Attend any investigation or formal inquiry held in terms of this Act
- In so far as it is reasonably necessary for performing his/her functions, inspect any document which the employer is required to keep in terms of the Act
- Accompany an inspector on any inspection

- With the approval of the employer be accompanied by a technical advisor on any inspection
- Participate in any internal health and safety audit

10.6.2 STRATEGIES

- a. Risk and Hazard Management:
 - The unit may establish and maintain a documented occupational health and safety system with procedures for identifying, assessing and controlling workplace hazards;
- b. Consultation:
 - An Occupational Health and Safety Committee comprising of employees and management representatives will be maintained to provide an effective consultative mechanism.
 - Employees are able to provide input into the occupational health and safety policy and program.
 - Management will consult with contractors when planning to do any work to determine the most effective means of ensuring both parties fulfil their Occupational Health and Safety responsibilities.
- c. Occupational Health and Safety Plan:
 - In order to implement the general provisions of this policy, an Occupational Health and Safety Plan will be developed and implemented.
 - Will be reviewed every 2 years unless otherwise needed to before the 2 years lapses.

10.6.3 RESPONSIBILITIES

- a. Duties of the Employer:
 - Provide and maintain as far as reasonably practicable, a safe and healthy working environment
 - Assess the hazards within the workplace
 - Assess all precautionary measures to effectively/mitigate any hazards or potential hazards
 - Take such steps that would eliminate/mitigate the hazards
 - Provide information, instruction and training as may be necessary to ensure the health and safety of employees
 - Not permit an employee to perform any task without implementation of the precautionary measure, in respect of work, article, substance plant or machinery
 - Take necessary measures to ensure that all employees comply with the requirements of the Act
 - Enforcing measures in the interest of health and safety
 - Cause all employees to be informed regarding the scope of their authority

- Ensure that all work is performed under the general supervision of a person trained to understand the hazards associated with such task and who has the authority to enforce the utilization of all precautionary measures
- Ensure that persons other than those in the employment of the municipality who may be affected directly by his /her activities are therefore not exposed to hazards
- The Municipal Manager and Departmental Managers have the responsibility and accountability to ensure that the duties of the employer as contemplated in the Act are adhered to.
- The Municipal Manager is accountable for ensuring that all legal Occupational Health and Safety responsibilities are fulfilled. Therefore, the Municipal Manager must ensure that sufficient Occupational Health and Safety resources are made available in all operations, financial forecasts and budgets, and performance measurement and management systems as Occupational Health and Safety is an integral part of every operation and activity.
- The Municipal Manager can assign duties to any person under his control, which person shall act subject to his control and directions.
- The head of each Department shall have duties assigned to assist the Municipal Manager to ensure compliance with the act.

TAKE NOTE:

- ✓ The responsibilities of managing the Occupational Health and Safety programme can be delegated to a person/s appointed by the Municipal Manager to coordinate the OH&S Programme in terms of Section 16(2) of the OHS Act, without absolving the Municipal Manager of his responsibilities and accountability for overall OH & S compliance.
- ✓ The appointee will ensure total compliance with the OHS Legislation by all parties in his/her control – Employers, Employees, Committee, Contractors, Visitors, the public/community, Suppliers, Installers, and Distributors.
- ✓ Implementation of this policy and the associated program activities will be evaluated as part of their Performance Contract.

b. Duties of employees

Within the structure of duties, created by the Act, employees are burdened with duties, as the legislative body realized that by placing sole responsibility on management for compliance would not effectively implement the objectives of the legislation.

It should however be borne in mind that the duties of employees are entirely subject to the duties of management and that the prosecution will only take cognizance of an employee's shortcomings, in the event where management has complied with all duties concerned and are able to prove such compliance

- Take reasonable care for their own health and safety and for other persons, including co-employees, visitors as well as contractors.
- To co-operate with the employer in complying with management duties
- To carry out any lawful order made in relation to health and safety
- To report all unsafe conditions to the employer
- To report incidents, including near misses to the employer

- Not to intentionally interfere with, damage or misuse any item provided in the interest of health and safety in the workplace.

a) Contractors, Sub-Contractors and Visitors:

- All visitors, contractors and sub-contractors engaged to perform work on the premises or locations of MLM are required, as part of their contract, to comply with the Occupational Health and Safety Policies, procedures and programs and to observe directions on health and safety from designated officers of Makhuduthamaga Local Municipality.
- Failure to comply or observe a direction will be considered as a breach of the contract and sufficient grounds for termination of the contract.

10.6.4 HANDLING OF HAZARDOUS CHEMICAL SUBSTANCES

- Every person who manufactures, imports, sells or supplies any hazardous chemical substances for use at work, shall as far as is reasonably practicable provide the party receiving such substances, free of charge with an MSDS subject to the provision of section 10 of the OHSAct.
- This is done to ensure that the products received by the Municipality is safe and without risks when properly used and that it complies with all prescribed requirements
- All received chemicals must have the MSDS accompanying them
- If the above – mentioned information is not supplied with the delivered chemicals, such chemical/ product must not be received
- The employer must be in possession of sufficient information of any hazardous chemical substances for use at work.
- The employer/ supplier must educate the workers on how to use the chemical
- All chemicals shall be stored in a lockable store room and identified as such
- Chemicals must be stored in cool dry area and not mixed with other materials

10.6.5 REPORTING, INVESTIGATING AND MANAGEMENT OF INCIDENTS/IOD'S ACCIDENTS AND OCCUPATIONAL DISEASES

a) REPORTING OF INCIDENTS

PROCEDURE

1. The main incident topic should be reflected in the first line
2. Details of the incident must be reflected
3. The person present at the time of the incident must make a declaration and reflect his/her rank.
4. The intervention/ responses to the incident are to be reflected.
5. Future plan to prevent the same incident should be outlined
6. The name of the person present at the time of the incident should be reflected.
7. The date and time of the incidents should be reflected
8. The department where the incident occurred must be reflected
9. The signature of the declarer, the witness and the signing place should be reflected
10. The date and time of the compilation of the incident report must be reflected at the end of the report

a) INVESTIGATION OF INCIDENT

The OHSAct requires that the above mentioned incidents should be investigated within three months. The investigation must take place as soon as is reasonably practicable.

The person to conduct the investigation is any of the following:

- The OHS practitioner/ or risk manager
- The health and safety rep of the area
- The supervisor of the section

Investigation must be discussed at the OHS Committee meetings.

The report must be signed by the chairperson of OHS committee and employer.

b) REPORTING OF INJURY ON DUTY

If an employee is injured in an accident arising out or in the course of their work, they are entitled to compensation at the discretion of the commissioner.

PROCEDURE

1. All injuries on duty must be reported to supervisor before going off duty
2. The supervisor and injured employee must complete WCL 2 in duplicate (part A and B) with personal particulars and description of what happened. The supervisor must sign the form
3. If the supervisor refuses to fill the accident form, the worker can report the incidents to the commissioner by sending WCL 3 form directly to the commissioner.
4. The commissioner will contact the employer and instruct him/her to fill in the WCL 2 form
5. Identity document must always accompany forms
6. The attending Doctor must complete a first medical report and attach it to employer's report form for accepting liability of claim
7. The WCL 2 form must be forwarded to OHS Unit and will be entered in to a register. A copy of WCL 2 is forwarded to the commissioner.
8. The original document is forwarded to human Resource department for further management
9. Progress and final medical report will be sent by the attending doctor to the commissioner. Progress medical report is completed if the injury takes long time to heal. In the final medical report, the doctor states either that the worker is fit to go back to work or that the worker is permanently disabled. This document is sent to the employer who will send it to the commissioner.
10. When employee report for duty after leave for occupational injury and disease, resumption report must be completed by the employer. The report states when the worker returned back to work
11. The payments for any treatment must be charged to the Municipality

c) FIRST AID AFTER INCIDENT OR INJURY

1. First aid level 3 in the department renders immediate first aid on the sport
2. The OHS Practitioner and OHS Reps are informed for assistance if no first aid is available.

3. The employee is then transported to casualty department in the nearest hospital for further management

d) OCCUPATIONAL DISEASE

PROCEDURE

1. When an employee is diagnosed with an occupational disease, it must be reported to the supervisor as soon as possible
2. The employee must report to the OHS Unit to fill WCL 14
3. Identity document must always accompany forms
4. The employer will complete the WCL 1
5. If the employer refuses to complete the WCL 1, the employee sends the WCL 14 to the commissioner directly. The commissioner will contact the employer and instruct him or her to complete the WCL 1.
6. Documents must be forwarded to OH Unit for entering in to a register, then sent to Human Resource department for further management.

e) REFUSAL TO WORK PROCEDURE

Every employee has the right to refuse to work if he/she feels that his or her health and safety are at risk. When this situation arises the following steps must be followed.

1. Employee stop to work
2. Contact Supervisor
3. Disagree with Supervisor
4. Contact Health and Safety Representative
5. Disagree with Health and Safety Representative
6. Contact sectional /departmental Manager
7. Disagree with sectional /departmental Manager
8. Contact Occupational Health and Safety Officer.
9. OHS assessment of risk will be final.

Great care should be taken by employees not to misuse the procedure as it can lead to disciplinary actions.

10.6.5. MEDICAL SURVEILLANCE

- Baseline Medical Surveillance will be conducted on all employees
- Periodic Medical examination will be conducted on employees according to job specification
- The municipality will be liable for medical costs
- The medical examination will be conducted by the Occupational Health and Safety Officer and an Occupational Medical Practitioner
- The relevant forms will be completed and records will be kept in the office of the Occupational Health and Safety Officer

- Confidentiality will be maintained on the findings, supervisor will not be informed of the findings provided employees informed consent has been obtained.
- Feedback on the findings will be given to the employees
- Employees that are exposed to the following shall be tested annually:
- Noise (Hearing test)
- Chemicals
- Industrial dust (Lung X-Rays and Lung Function Tests)

All medical reports shall be kept by Occupational Health and Safety and shall be treated as confidential.

10.6.6 INTOXICATION

- No person shall be permitted to enter any workplace who is or who appears to be under the influence of intoxicating liquor or drugs. In cases where employee e.g. a driver is suspected to be intoxicated, a traffic official or OMP may be called to test the person.
- Employees taking medicines shall be permitted to perform duties at the workplace if the side effects of such medicine do not constitute a threat to the health and safety of the person concerned or other at such workplace.

10.6.7 CONTRACTORS

- Any contractor doing work for Makhuduthamaga Local Municipality must complete a written agreement in terms of Occupational Health and Safety. Before any work can commence the Contractor must hand in a letter of good standing with the Compensation Commissioner to Occupational Health and Safety.
- Contractors that will perform any construction work as defined by the Construction Regulations shall hand in their Health and Safety Plan before commencing with their work.
- It is the responsibility of Makhuduthamaga Local Municipality to make sure that all contractors comply with the requirements of Occupational Health and Safety Act unless if there is an appointed agency

10.6.9 FIRE EXTINGUISHERS

- All fire extinguishers at Municipal premises should be numbered and recorded in a register.
- These fire extinguishers will be checked monthly by the Health and Safety representatives of the area.
- These fire extinguishers should be serviced annually.
- Every three years these fire extinguishers should be pressure tested by a service provider.
- The service provider should comply with the following legal requirements:
 - Valid SABS certification
 - Valid registration at S.A.Q.C.C. Fire
 - Registration at the Compensation Commissioner

Disciplinary action will be taken if fire extinguishers are misused or tampered

10.6.10 PERSONAL PROTECTIVE CLOTHING

- The employer should provide the relevant PPE to the staff free of charge
- The employer shall explain and demonstrate the correct use of PPE to staff.

- The employer shall inform all staff in his/her working area about the hazards they are exposed to.
- All Managers should identify the need of particular PPE relevant for his/her unit
- Protective equipment should be SABS approved
- Care and maintenance of PPE should be explained to staff
- PPE shall be used only for protective purposes at work, not for other purpose outside work and not for other purpose other than work which they are bought for.
- When the PPE is not in use it should be taken off until it is needed again
- New PPE will be ordered only after producing the old/torn ones.
- The PPE is changed after every three years or when the need arises.
- All employees who are issued with PPE must sign upon receipt for control purpose.
- All PPE should be labeled

10.7 DEFAULT

Noncompliance of any of the stipulations contained in the Policy will be viewed as misconduct and will be dealt with in terms of the Municipality’s disciplinary Code.

MBD1

**PART A
INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF MUNICIPALITY/ MUNICIPAL ENTITY)

BID NUMBER:		CLOSING DATE:		CLOSING TIME:	
DESCRIPTION					

THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).

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

SUPPLIER INFORMATION

NAME OF BIDDER				
POSTAL ADDRESS				
STREET ADDRESS				
TELEPHONE NUMBER	CODE		NUMBER	
CELLPHONE NUMBER				

FACSIMILE NUMBER	CODE		NUMBER	
E-MAIL ADDRESS				
VAT REGISTRATION NUMBER				
TAX COMPLIANCE STATUS	TCS PIN:		OR CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	<input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	<input type="checkbox"/> Yes <input type="checkbox"/> No
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]				
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	<input type="checkbox"/>	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3]
TOTAL NUMBER OF ITEMS OFFERED			TOTAL BID PRICE	R
SIGNATURE OF BIDDER	.....		DATE	
CAPACITY UNDER WHICH THIS BID IS SIGNED				
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		TECHNICAL INFORMATION MAY BE DIRECTED TO:		
DEPARTMENT		CONTACT PERSON		
CONTACT PERSON		TELEPHONE NUMBER		
TELEPHONE NUMBER		FACSIMILE NUMBER		
FACSIMILE NUMBER		E-MAIL ADDRESS		
E-MAIL ADDRESS				

Where the recommended bidder is not tax compliant, the bidder should be notified of their non-compliant status and the bidder must be requested to submit to the municipality or municipal entity, within 7 working days, written proof from SARS of their tax compliance status or proof from SARS that they have made an arrangement to meet their outstanding tax obligations. The proof of tax compliance status submitted by the bidder to the municipality or municipal entity must be verified via the CSD or e-Filing.

The accounting officer should reject a bid submitted by the bidder if such a bidder fails to provide proof of tax compliance status within the timeframe stated above.

**PART B
TERMS AND CONDITIONS FOR BIDDING**

1. BID SUBMISSION:

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR ONLINE**
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.

2. TAX COMPLIANCE REQUIREMENTS

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.
- 2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.
- 2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

- 3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?
 YES NO
- 3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA?
 YES NO
- 3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?
 YES NO
- 3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?
 YES NO
- 3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?
 YES NO

IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE

SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.

NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE.

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

DATE:

MBD 6.1

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

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

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

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to invitations to tender:
- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and

1.2 To be completed by the organ of state
(delete whichever is not applicable for this tender)

a) The applicable preference point system for this tender is the 80/20 preference point system.

1.3 Points for this tender shall be awarded for:
(a) Price; and
(b) Specific Goals.

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
Total points for Price and SPECIFIC GOALS	100

1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of

this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

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

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

3.1.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

80/20

$$P_s = 80 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right)$$

Where

P_s = Points scored for price of tender under consideration

P_t = Price of tender under consideration

P_{min} = Price of lowest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Black People	4	
Youth	4	
Women- ownership of more than 50 %	2	
Small, Medium and Micro Enterprises (SMMEs)	4	

People with disability	2	
Enterprises within Makhuduthamaga jurisdiction	4	
Total	20	

DECLARATION WITH REGARD TO COMPANY/FIRM

4.2. **Name of company / firm**

4.3. **Company registration number:**

4.4. **TYPE OF COMPANY/ FIRM**

- Partnership/Joint Venture / Consortium**
- One-person business/sole propriety**
- Close corporation**
- Public Company**
- Personal Liability Company**
- (Pty) Limited**
- Non-Profit Company**
- State Owned Company**

[Tick applicable box]

4.5. **I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:**

- i) **The information furnished is true and correct;**
- ii) **The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;**
- iii) **In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish**

documentary proof to the satisfaction of the organ of state that the claims are correct;

- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
- (a) disqualify the person from the tendering process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution, if deemed necessary

	..... SIGNATURE(S) OF TENDERER(S)
SURNAME AND NAME:	.....
DATE:	.....
ADDRESS:	..... ..... ..... .....

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>audi alteram partem</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	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)? The 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.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	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

