



# NKANGALA DISTRICT MUNICIPALITY

PROJECT: 57496

SUPPLY AND DELIVERY OF OFFICE FURNITURE FOR NDM FIRE AND RESCUE SERVICE  
(Re-advert)

## TENDER DOCUMENT

PROJECT:

ISSUED BY: NKANGALA DISTRICT MUNICIPALITY  
2A Walter Sisulu Street  
Middelburg  
1050

NAME OF TENDERER: .....

CSD NUMBER: .....

BID AMOUNT (EXCL VAT): .....

## NKANGALA DISTRICT MUNICIPALITY



**PROJECT:57496**

### **SUPPLY AND DELIVERY OF OFFICE FURNITURE FOR NDM FIRE AND RESCUE SERVICE (Re-advert)**

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## **NKANGALA DISTRICT MUNICIPALITY**



**PROJECT: 57496**

**SUPPLY AND DELIVERY OF OFFICE FURNITURE FOR NDM FIRE AND RESCUE  
SERVICE (Re-advert)**

### **TENDERING PROCEDURES**

#### **THE TENDER**

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## NKANGALA DISTRICT MUNICIPALITY



### PROJECT NO: 57496

### SUPPLY AND DELIVERY OF OFFICE FURNITURE FOR NDM FIRE AND RESCUE SERVICE (Re-advert)

#### **T1.1 TENDER NOTICE AND INVITATION TO TENDER**

Nkangala District Municipality Invites tenders for the Supply and Delivery of office furniture for NDM Fire and Rescue Service.

Bid documents will be obtainable from 16 March **2021** on payment of cash non-refundable document fee of **R450,00** per document from the offices of the Nkangala District Municipality Municipality, 2A Walter Sisulu Street, Middelburg. during office hours from 07H30 to 13h00 and 13h45 to 16h15 weekdays.

Tenders are to be completed in black ink and completed in accordance with the conditions and rules contained in the tender documents. The tenders and relevant documents must be sealed in a envelope and externally endorsed with **Project 57496**, Supply and Delivery of office furniture for NDM fire and rescue service and be deposited in the Tender Box, Ground Floor, Nkangala District Municipality, 2A Walter Sisulu Street, Middelburg, Mpumalanga not later than 12H00 on 21 April **2021**. The tenders will immediately be opened in public. **The Tenders shall remain valid for a period of 90 days from the closing date.** Telegraphic, telephonic, fax, telex e-mail or late tenders will not be accepted.

Tenders will be evaluated in terms of the Supply Chain Management policy of the Nkangala District Municipality. The lowest or any tender will not necessarily be accepted and suitably the Nkangala District Municipality reserves the right not to consider any tender **not suitably endorsed or comprehensively completed**, as well as the right to accept the tender in whole or part.

**Technical queries may be directed to Mr MR Ramohale of Nkangala District Municipality at 013-249-3024/ 0722855204 and administration queries to Supply Chain management Unit at 013-249-2107/6/5/3**



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AND RESCUE SERVICE (Re-advert)**

## **NKANGALA DISTRICT MUNICIPALITY**



***Project: 57496***

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**PROJECT:57496**

**SUPPLY AND DELIVERY OF OFFICE FURNITURE FOR NDM FIRE & RESCUE SERVICE (Re-advert)**

# **TENDERING PROCEDURES**

## **THE TENDER**

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SUPPLY AND DELIVERY OF OFFICE FURNITURE FOR NDM FIRE  
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## NKANGALA DISTRICT MUNICIPALITY



PROJECT: 57496

**SUPPLY AND DELIVERY OF OFFICE FURNITURE AT NDM FIRE AND RESCUE SERVICE (Re-advert)**

### **T1.1 TENDER NOTICE AND INVITATION TO TENDER**

Bid documents will be obtainable from **16 March 2021** on payment of cash non-refundable document fee of **R450.00** per document from the offices of the Nkangala District Municipality, 2A Walter Sisulu Street, Middelburg. during office hours from 07H30 to 13h00 and 13h45 to 16h15 weekdays.

A Compulsory Site Inspection meeting with the representatives of the Employer will be held on the 21 March **2021** at **10H00** at the offices of Nkangala District Municipality.

**In the case of a Joint Venture a representative of each of the Companies in the Joint Venture partnership should attend the meeting. No individual may represent more than one tenderer at the compulsory briefing session. Non-completion in full of the fields required on the attendance register may lead to automatic disqualification**

Tenders are to be completed in black ink and completed in accordance with the conditions and rules contained in the tender documents. The tenders and relevant documents must be sealed in an envelope and externally endorsed with **Project No:57496 or Name** and be deposited in the Tender Box, Ground Floor, Nkangala District Municipality, 2A Walter Sisulu Street, Middelburg, Mpumalanga not later than **12H00** on the **04 December 2020**. The tenders will immediately be opened in public. **The Tenders shall remain valid for a period of 90 days from the closing date.** Telegraphic, telephonic, fax, telex e-mail or late tenders will not be accepted.

Tenders will be evaluated in terms of the Supply Chain Management policy of the Nkangala District Municipality. The lowest or any tender will not necessarily be accepted and suitably the Nkangala District Municipality reserves the right not to consider any tender **not suitably endorsed or comprehensively completed**, as well as the right to accept the tender in whole or part.

Enquiries may be directed to Mr M.R.RAMOHLE of the fire and rescue services of Nkangala District Municipality at 013 249 3024 /0722855204

**MM SKOSANA**  
**MUNICIPAL MANAGER**



## TENDER DATA

1.	The Employer is: Nkangala District Municipality P.O Box 437 Middelburg 1050			
2.	Tender Documents			
	<p><b>Tendering Procedures</b> Tender notice and invitation to tender Tender data</p> <p><b>Returnable Documents</b> List of Returnable Documents</p> <p><b>The Contract</b> <b>Agreements and Contract data</b> Forms of Offer and Acceptance Contract Data</p> <p><b>Pricing Data</b> Pricing Instruction Bill of Quantities</p> <p><b>Terms of Reference</b> Terms of Reference</p> <p><b>Additional Relevant Documents</b> Supply Chain Management Policy</p>			
3.	<p><b>Interpretation</b></p> <p>The tender data and additional requirements contained in the tender schedules that are included in the returnable documents are deemed to be part of these tender conditions.</p>			
4	<p><b>Communication.</b></p> <p>The Employer's Representative is;</p> <table><tr><td><p><b><u>Accounting Officer:</u></b> MM Skosana P. O. Box 437 Middelburg 1050. Tel : 013 249 2000 / 2006</p></td><td><p><b><u>Procurement Eng.</u></b> Supply Chain Unit P.O. Box 437 Middelburg 1050 013 249 2103 / 5 / 6 / 7</p></td><td><p><b><u>Technical Enquiries.</u></b> M R Ramohale P.O. Box 437 Middelburg 1050 Tel : 013 249 2021</p></td></tr></table>	<p><b><u>Accounting Officer:</u></b> MM Skosana P. O. Box 437 Middelburg 1050. Tel : 013 249 2000 / 2006</p>	<p><b><u>Procurement Eng.</u></b> Supply Chain Unit P.O. Box 437 Middelburg 1050 013 249 2103 / 5 / 6 / 7</p>	<p><b><u>Technical Enquiries.</u></b> M R Ramohale P.O. Box 437 Middelburg 1050 Tel : 013 249 2021</p>
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4.1	Attention is drawn to the fact that verbal communication given by the Employer's representative prior to the close of tenders will not be regarded as binding on the employer. Only information issued formally by the employer in writing to the tenders, under the signature of the Accounting Officer will be regarded as amending the tender documents.			
5	<b>The Employer's right to accept or reject any tender offer</b>			





	The employer has the right not to accept the lowest tender and to accept the whole or part of any tender or not to consider any tender not suitably endorsed is fully reserved by the Nkangala District Municipality.
6	<b>Tenderer Obligations</b>
6.1	The Council retains the right to call for any additional information that it may deem necessary
6.2	<p>If tendering as a Joint Venture, Joint venture must be constituted by means of a comprehensive and fair, written agreement between the members, which sets out their obligations, rights, risks and rewards.</p> <p>Joint venture members should share at least the following aspects of the joint venture activities in a meaningful and equitable manner:</p> <ol style="list-style-type: none"> <li>1. Control</li> <li>2. Management</li> <li>3. Operations</li> <li>4. Risk</li> <li>5. Profit and Loss</li> </ol>
6.3	If a Tenderer, or any person employed by him is found to have either directly or indirectly, promised or given to any person in the employment of Council, any commission, gratuity, gift or other consideration, The Council shall have the right to summarily and without recourse to law and without prejudice to any other legal remedy which it may have in regard to any loss and/ or additional costs or expenses, to disqualify the Tender or cancel the Contract without paying any compensation to the aforesaid Tender or Contract.
6.4	At the request of the Municipal Manager or his authorised representative from furnishing him with additional information, or with a sample or specimen for testing purposes or otherwise, or from giving a demonstration so as to enable the recommendation to the Council's responsible Committee on the award of the contract be formulated,
7.	<b>Eligibility</b>  Only those tenderers with experience supplying similar products or those tenderers registered for similar commodities are eligible to tender.
8	<b>Compensation of tendering</b>  The employer will not compensate the tenderer for any costs incurred in the preparation and submission of a tender offer, including the cost of any testing necessary to demonstrate that aspects of the offer satisfy requirements.
9	<b>Check documents</b>  The Tenderer should check the tender documents on receipt for completeness and notify the employer of any discrepancy or omission.
10.1	<b>Confidentiality and Copyright of Documents.</b>  Treat as confidential all matters arising in connection with the tender. Use and copy the documents issued by the employer only for the purpose of preparing and submitting a tender offer in response to the invitation



10.2	<p><b>Clarification Meeting</b></p> <p>A Compulsory tender briefing meeting will NOT be held for the project but tender related enquiries will be welcomed up to and until one day before the closing of tenders.</p>
11	<p><b>Submitting tender offer:</b></p> <p>11.1 No Tender document will be considered unless submitted on Council's Official Tender Document</p> <p>11.2 Return all the returnable documents to the employer after completing them.</p> <p>11.3 Tenders must be deposited in the tender box clearly marked: Project No:57496 Supply and delivery of office furniture for NDM fire and rescue services</p> <p><b>Location of tender Box:</b> Main Entrance Ground floor Nkangala DM Building <b>Physical Address:</b> Nkangala District Municipality, 2A Walter Sisulu Street, Middleburg 1050.</p> <p>Telephonic, telegraphic, telex, facsimile or emailed tenders will not be considered</p> <p>11.4 All tender received by the Nkangala District Municipality will remain in the Municipality's possession until after the stipulated closing date and time.</p> <p>11.5 Accept that a tender submitted to the employer cannot be withdrawn or substituted. No substitute tenders will be considered</p>
12.	<p><b>Closing Time:</b></p> <p>12.1 The time and location for opening of the Tender offers are:</p> <p>Closing Time: <b>12:00</b> Closing Date: <b>21<sup>st</sup> April 2021</b> Location: <b>Nkangala District Municipality</b> <b>2A Walter Sisulu Street</b> <b>Middelburg</b> <b>1050</b></p> <p>Tenders will be opened in public at the same time.</p> <p>12.2 After the opening of the tender proposals, no information relating to the clarification, determination of responsiveness, evaluation and comparison of tender proposals and recommendations concerning the award of the tender shall be disclosed to any other tenderer or persons not concerned with such process until the award of the Tender has been announced by the NDM.</p>
13.	<p><b>Pricing the tender</b></p> <p>State the rates and prices in Rand</p>
14.	<p><b>Alterations to the Tender Documents.</b></p> <p><b>No</b> alterations may be made to the tender document issued by the employer.</p>



	Proposals and any other supporting documents must be attached to the back of this tender document								
15	<p><b>Alternative tender offer.</b></p> <p><b>No</b> alternative tender offers will be considered or accepted</p> <p>Alternative offers may be submitted only if a main tender offer, strictly in accordance with all the requirements of the tender document is also submitted. The alternative tender offer is to be submitted with the main tender offer together with a schedule that compares the requirements of the tender document with the alternative requirements the tenderer proposes.</p>								
16	<p><b>Tender Offer Validity</b></p> <p>The Tender offer validity period is 90 days from the closing date.</p>								
17	<p><b>Tender clarification after submission</b></p> <p>A tender may be regarded as non-responsive if the tenderer fails to provide clarification requested by the employer within the time for submission stated in the employer's written request.</p>								
18	<p><b>Tender evaluation points</b></p> <p>18.1 The value of this bid is estimated not to exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 system shall be applicable.</p> <p>18.2 Preference points for this bid shall be awarded for:</p> <p style="margin-left: 40px;">(a) Price; and</p> <p style="margin-left: 40px;">(b) B-BBEE Status Level of Contribution.</p> <p>18.3 The maximum points for this bid are allocated as follows:</p> <table border="1" style="margin-left: 40px;"> <thead> <tr> <th></th><th>POINTS</th></tr> </thead> <tbody> <tr> <td><b>PRICE</b></td><td><b>80</b></td></tr> <tr> <td><b>B-BBEE STATUS LEVEL OF CONTRIBUTION</b></td><td><b>20</b></td></tr> <tr> <td><b>Total points for Price and B-BBEE must not exceed</b></td><td><b>100</b></td></tr> </tbody> </table>		POINTS	<b>PRICE</b>	<b>80</b>	<b>B-BBEE STATUS LEVEL OF CONTRIBUTION</b>	<b>20</b>	<b>Total points for Price and B-BBEE must not exceed</b>	<b>100</b>
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<b>Total points for Price and B-BBEE must not exceed</b>	<b>100</b>								
19.	<p><b>Evaluation of Tenders</b></p> <p>The Tenderers notice is drawn to the fact that the evaluation, adjudication and awarding of this tender will be in terms of the Supply Chain Management Policy of the NDM.</p>								
19.1	<p><b>The following steps will be followed in evaluation;</b></p> <ol style="list-style-type: none"> <li>1. Determination of whether or not tender offers are complete.</li> <li>2. Determination of whether or not tender offers are responsive.</li> <li>3. Determination of the reasonableness of tender offers.</li> <li>4. Confirmation of the eligibility of preferential points claimed by tenderers.</li> <li>5. Awarding of points for financial offer.</li> <li>6. Ranking of tenderers according to the total points</li> <li>7. Performance of risk analysis by checking the credit record of the tenderers</li> </ol>								
19.2	<p><b>Evaluation Criteria</b></p>								



The procedure for the evaluation of responsive Bids will be on the average of the previous three projects where the firm was involved

The service provider's responsiveness in relation to points is therefore summarized as follows:

Company resources and supporting documents	20
Experience of Firm	20
<b>Sub-Total</b>	<b>40</b>

**A firm must obtain a minimum of 20 points out of the 40 points above to be considered for price and BBB-EE evaluation.**

**Company resources and supporting documents (Maximum points obtainable 20)**

<b>Evaluation Criteria</b>	<b>Minimum Required</b>	<b>Elimination Factor</b>	<b>Maximum Points obtainable</b>	<b>Points Claimed</b>
Organizing & staffing	Supervisor should have NQF Level 4 or equivalent	Yes	5	
	Trade test certificate (carpentry)	Yes	5	
Experience of firm	Experience of moving and installing furniture.	No		
	• 1 – 3 years		2,5	
	• 4-5 years		5	
	Proof of warranty for all electrical appliances and furnitures	Yes	10	
<b>Sub-total</b>			<b>20</b>	

**Experience of Firm**

It must be noted that the experience of the firm carries a maximum of **20 points**. If proof of appointment letters, purchase order or testimonials is not provided, then the bidder shall score a zero (0) in this category.



Evaluation Criteria	Evaluation Criteria	Elimination Factor	Points obtainable	
Company experience in terms of similar projects completed.	1-2 projects	No	10	
	3-5 Projects	No	15	
	6 - 10 Projects	No	20	
<b>Total</b>			<b>20</b>	

19.3.1

#### Technical adjudication and General Criteria

- Tenders will be adjudicated in terms of inter alia:
- Compliance with Tender conditions
- Technical specifications

If the Tenderer does not comply with the Tender Conditions, the Tenderer may be rejected. If technical specifications are not met, the Tender may also be rejected.

With regard to the above, certain actions or errors are unacceptable and warrants **REJECTION OF THE TENDER**, for example

- Copies or scanned copies of Tax Clearance Status. (**Only valid tax compliance status** must be attached to the Tender document).
- Pages to be completed, removed from the Tender document, and have therefore not been submitted.
- If tender document is not fully completed as required and as stipulated in the tender data.
- If any tender document is tempered with or it is unbound or unbundled.
- Failure to complete the schedule of quantities as required – only lump sums provided.
- Scratching out without initialling next to the amended rates or information.
- Writing over / painting out rates / the use of tippex or any erasable ink, e.g. pencil.
- Failure to attend compulsory site inspections
- The Tender has not been properly signed by a party having the authority to do so, according to the **Form D – “Authority for Signatory”**
- A Resolution by a Board of Directors of the Company authorizing the Tenderer to sign the Tender document on behalf of the Company. No authority for signatory submitted.
- Particulars required in respect of the Tender have not been provided – non-compliance of Tender requirements and/or specifications.
- The Tenderer’s attempts to influence, or has in fact influenced the evaluation and/or awarding of the contract.
- The Tender has been submitted after the relevant closing date and time
- Failure to complete and sign Form C1.1 Form of Offer and Acceptance
- If any municipal rates and taxes or municipal service charges owed by that Tenderer or any of its directors to the municipality, or to any other municipality or municipal entity, are in arrears for more than three months.
- If any Tenderer who during the last five years has failed to perform satisfactorily on a previous contract with the municipality or any other organ of state after written notice was given to that Tenderer that performance was unsatisfactory.



19.3.2	<p><b>Size of enterprise and current workload</b></p> <ul style="list-style-type: none"><li>▪ Evaluation of the Tenderer's position in terms of:</li><li>▪ Previous and expected current annual turnover</li><li>▪ Current contractual obligations</li><li>▪ Capacity to execute the contract</li></ul>
19.3.3	<p><b>Proposed Key Personnel</b></p> <p>Not applicable</p>
19.3.4	<p><b>Previous experience</b></p> <p>The tenderer shall list in the appropriate Forms the appropriate related projects undertaken by the member firms of the tenderer within the last five (5) years.</p> <p>Evaluation of the Tenderer's position in terms of his/her previous experience. Emphasis will be placed on the following:</p> <ul style="list-style-type: none"><li>▪ Experience of contracts of similar size</li><li>▪ Service Provider to attach order or appointment letter from previous experience.</li></ul>
19.3.5	<p><b>Financial ability to execute the contract:</b></p> <p>Evaluation of the Tenderer's financial ability to execute the contract will not be considered.</p>
19.3.6	<p><b>Good standing with SA Revenue Services</b></p> <ul style="list-style-type: none"><li>▪ Determine whether a valid tax compliance status has been submitted.</li><li>▪ The Tenderer <b>must affix a copy of valid Tax Compliance Status with pin.</b></li></ul>
19.3.7	<p>If the Tender does <b>not</b> meet the requirements contained in the NDM Procurement Policy, and the mentioned framework, it will be rejected by the Council, and may not subsequently be made acceptable by correction or withdrawal of the non-conforming deviation or reservation</p>
19.3.8	<p><b>Penalties</b></p> <p>The Nkangala District Municipality will if upon investigation it is found that a preference in terms of the Act and these regulations has been obtained on a fraudulent basis, or any specified goals are not attained in the performance of the contract, on discretion of the Municipal Manager, one or more of the following penalties will be imposed:</p> <ul style="list-style-type: none"><li>▪ Cancel the contract and recover all losses or damages incurred or sustained from the Tenderer.</li><li>▪ Impose a financial penalty at the discretion of Council</li><li>▪ Restrict the contractor, its shareholders and directors on obtaining any business from the Nkangala District Municipality for a period of 5 years</li></ul>



20	<p><b>The additional conditions of Tender are:</b></p> <p>1 Nkangala District Municipality may also request that the Tenderer provide written evidence that his financial, labour and resources are adequate for carrying out the project.</p> <p>2 The Nkangala District Municipality reserves the right to appoint a firm of chartered accountants and auditors and / or execute any other financial investigations on the financial resources of any Tenderer. The Tenderer shall provide all reasonable assistance in such investigations.</p>
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## NKANGALA DISTRICT MUNICIPALITY



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**SUPPLY AND DELIVERY OF OFFICE FURNITURE FOR NDM FIRE AND RESCUE SERVICE  
(Re-advert)**

<b>RETURNABLE DOCUMENTS</b>	
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### **Returnable Documents**

List of returnable documents





NKANGALA DISTRICT MUNICIPALITY



## T2.1 LIST OF RETURNABLE DOCUMENTS

1. Failure to fully complete the **compulsory** returnable documents shall render such a tender offer unresponsive.
2. Tenderers shall note that their signatures appended to each returnable form **represents a declaration that they vouch for the accuracy and correctness of the information provided**, including the information provided by candidates proposed for the specified key positions.
3. Notwithstanding any check or audit conducted by or on behalf of the Employer, the information provided in the returnable documents is accepted in good faith and as justification for entering into a contract with a tenderer. **If subsequently any information is found to be incorrect such discovery shall be taken as wilful misrepresentation by that tenderer to induce the contract.** In such event the Employer has the discretionary right under contract condition 8.4 to terminate the contract.

The Tenderer must complete the following returnable Schedules:

### Returnable Schedules required for Tender evaluation purposes

COMPULSORY BID DOCUMENTS	
FORM A	INVITATION TO BID
FORM B	DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES
FORM C	DECLARATION OF INTEREST
FORM D	AUTHORITY OF SIGNATORY
FORM E	DECLARATION OF GOOD STANDING REGARDING TAX
FORM F	FINANCIAL REFERENCES /TENDERER'S CREDIT RATING AND BANK DETAILS
FORM G	MUNICIPAL UTILITY ACCOUNT
FORM H	PREFERENCE SCHEDULE
FORM I	CERTIFICATE OF INDEPENDENT BID DETERMINATION
FORM J	DECLARATION TENDERER'S LITIGATION HISTORY
FORM K	FORM OF GUARANTEE FROM MANUFACTURER FOR 12 MONTH
RETURNABLES FOR EVALUATION PURPOSES	
FORM L	SCHEDULE OF PREVIOUS EXPERIENCE
FORM M	SCHEDULE OF CURRENT PROJECTS
FORM N	SCHEDULE OF PROPOSED SUB CONSULTANT
FORM O	RECORD OF ADDENDA TO TENDER DOCUMENTS



# **COMPULSORY BID DOCUMENTS**



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SUPPLY AND DELIVERY OF OFFICE FURNITURE FOR NDM FIRE  
AND RESCUE SERVICE (Re-advert)

## PART A INVITATION TO BID

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF MUNICIPALITY/ MUNICIPAL ENTITY)</b>					
BID NUMBER:		CLOSING DATE:		CLOSING TIME:	
DESCRIPTION	SUPPLY AND DELIVERY OF OFFICE FURNITURE AT NOKANENG SATELLITE FIRE STATION				
<b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).</b>					
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT: MAIN ENTRANCE GROUND FLOOR NKANGALA DM BUILDING					
NKANGALA DISTRICT MUNICIPALITY, 2A WALTER SISULU STREET, MIDDLEBURG 1050.					
<b>SUPPLIER INFORMATION</b>					
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		
<b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES &amp; QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]</b>					
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]		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					
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:</b>			<b>TECHNICAL INFORMATION MAY BE DIRECTED TO:</b>		
DEPARTMENT			CONTACT PERSON		
CONTACT PERSON			TELEPHONE NUMBER		
TELEPHONE NUMBER			FACSIMILE NUMBER		
FACSIMILE NUMBER			E-MAIL ADDRESS		



**PROJECT:57496**  
**SUPPLY AND DELIVERY OF OFFICE FURNITURE FOR NDM FIRE**  
**AND RESCUE SERVICE (Re-advert)**

E-MAIL ADDRESS		
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## PART B

### TERMS AND CONDITIONS FOR BIDDING

<b>1. BID SUBMISSION:</b>	
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.	
1.2. <b>ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR ONLINE</b>	
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.	
<b>2. TAX COMPLIANCE REQUIREMENTS</b>	
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.	
<b>3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>	
3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	<input type="checkbox"/> YES <input type="checkbox"/> NO
3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA? NO	<input type="checkbox"/> YES <input type="checkbox"/>
3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	<input type="checkbox"/> YES <input type="checkbox"/> NO
<b>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.</b>	

**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: .....



**ATTACH THE FOLLOWING DOCUMENTS HERETO**

**1. For Closed Corporations**

- CK1 or CK2 as applicable (Founding Statement)
- Copies of the ID's of the Directors

**2. For Companies**

- A copy of the Certificate of Incorporation
- Copies of the ID's of the Directors, and
- the shareholders register

**3. For Joint Venture Agreements**

- Copy of the Joint Venture Agreement between all the parties,
- as well as the documents in (1) or (2) of each Joint Venture member.

**4. For Partnership**

- Copies of the ID's of the partners

**5. One person Business / Sole trader**

- Copy of ID

**6. Details Of Tax Compliance Status from South African Revenue Service and a tax pin document from South African Revenue Service**

**7. Duly Signed and dated original or copy of Authority of Signatory on company Letterhead**

**8. B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE(original or a copy issued by an approved body / accredited verification agency as prescribed by the National Treasury and the Department of Trade and Industry )**



## FORM B: DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES (MBD8)

- 1 This Municipal Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by municipalities and municipal entities in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 3 The bid of any bidder may be rejected if that bidder, or any of its directors have:
  - a. abused the municipality's / municipal entity's supply chain management system or committed any improper conduct in relation to such system;
  - b. been convicted for fraud or corruption during the past five years;
  - c. willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
  - d. been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004).
- 4 **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector?  (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).  The Database of Restricted Suppliers now resides on the National Treasury's website( <a href="http://www.treasury.gov.za">www.treasury.gov.za</a> ) and can be accessed by clicking on its link at the bottom of the home page.	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 ( <a href="http://www.treasury.gov.za">www.treasury.gov.za</a> ) 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 of law outside 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	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.7.1	If so, furnish particulars:		

### 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





**FORM C: DECLARATION OF INTEREST** (MBD4)

1. **No bid will be accepted from persons in the service of the state<sup>1</sup>.**
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority.
3. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.
  - 3.1 Full Name of bidder or his or her representative: .....
  - 3.2 Identity Number: .....
  - 3.3 Position occupied in the Company (director, trustee, shareholder<sup>2</sup>): .....
  - 3.4 Company Registration Number: .....
  - 3.5 Tax Reference Number: .....
  - 3.6 VAT Registration Number: .....
  - 3.7 The names of all directors / trustees / shareholders members, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below.
  - 3.8 Are you presently in the service of the state? **YES / NO**
    - 3.8.1 If yes, furnish particulars: .....

<sup>1</sup>MSCM Regulations: "in the service of the state" means to be –

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



<sup>2</sup> Shareholder” means a person who owns shares in the company and is actively involved in the management of the company or business and exercises control over the company.

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

3.9.1 If yes, furnish particulars: .....

.....

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

3.10.1 If yes, furnish particulars: .....

.....

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

3.11.1 If yes, furnish particulars: .....

.....

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

3.12.1 If yes, furnish particulars: .....

.....

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

3.13.1 If yes, furnish particulars: .....

.....

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

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

.....



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

FULL NAME	IDENTITY NUMBER	STATE EMPLOYEE NUMBER

**DECLARATION**

I, the undersigned (name): ..... certify that the information furnished is correct. I accept that the state may act against me in terms of paragraph 23 of the General Conditions of Contract should this declaration prove to be false.

.....  
Signature

.....  
Date

.....  
Capacity

.....  
Name of Bidder



**FORM D: AUTHORITY OF SIGNATORY**

Details of person responsible for tender process:

Name : \_\_\_\_\_

Contact number : \_\_\_\_\_

Office address : \_\_\_\_\_

Signatories for close corporations and companies shall confirm their authority by attaching to this form a **duly signed and dated original or certified copy on the Company Letterhead** of the relevant resolution of their members or their board of directors, as the case may be.

**PRO-FORMA FOR COMPANIES AND CLOSE CORPORATIONS:**

"By resolution of the board of directors passed on (date).....

Mr ..... **Pro-Forma** .....

has been duly authorized to sign all documents in connection with the Tender for Contract Number

.....and any Contract which may arise there from on

behalf of .....

(BLOCK CAPTIALS)

SIGNED ON BEHALF OF THE COMPANY .....

IN HIS CAPACITY AS .....

DATE .....

FULL NAMES OF SIGNATORY .....

AS WITNESSES: 1. ....

2. ....



**PRO-FORMA FOR JOINT VENTURES:**

**Certificate of Authority for Joint Ventures**

We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorise Mr/Ms ....., authorised signatory of the company ....., 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
		Signature: ..... Name: ..... Designation: .....
		Signature: ..... Name: ..... Designation: .....
		Signature: ..... Name: ..... Designation: .....
		Signature: ..... Name: ..... Designation: .....



**PROJECT:57496**

**SUPPLY AND DELIVERY OF OFFICE FURNITURE FOR NDM FIRE  
AND RESCUE SERVICE (Re-advert)**

**ATTACH HERETO THE DULY SIGNED AND DATED ORIGINAL OR A COPY  
OF AN AUTHORITY OF SIGNATORY ON COMPANY LETTERHEAD**



**FORM E: DECLARATION OF GOOD STANDING REGARDING TAX (MBD 2)**

**DETAILS OF TAX COMPLIANCE STATUS:**

TAXPAYER NAME	
TRADING NAME	
TAX REFERENCE NUMBER (S)	
VAT	
PIN	
EXPIRY DATE	

**TAX COMPLIANCE STATUS REQUIREMENTS**

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

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



**FORM F: FINANCIAL REFERENCES**

**DETAILS OF TENDERERS BANKING INFORMATION**

**Notes to tenderer:**

1. The tenderer shall attach to this form an original letter from the bank not older than three (3) months confirming the bank account and details. Failure to provide the required letter with the tender submission shall render the tenderer's offer unresponsive.
2. The tenderer's banking details as they appear below shall be completed.
3. In the event that the tenderer is a joint venture enterprise, details of all the members of the joint venture shall be similarly provided and attached to this form.

<b>BANK NAME:</b>									
<b>ACCOUNT NAME:</b> (e.g. ABC Civil Construction cc)									
<b>ACCOUNT TYPE:</b> (e.g. Savings, Cheque etc)									
<b>ACCOUNT NO:</b>									
<b>ADDRESS OF BANK:</b>									
<b>CONTACT PERSON:</b>									
<b>TEL. NO. OF BANK / CONTACT:</b>									
How long has this account been in existence:	<table border="1"><tr><td>0-6 months</td><td></td></tr><tr><td>7-12 months</td><td></td></tr><tr><td>13-24 months</td><td></td></tr><tr><td>More than 24 months</td><td></td></tr></table> (Tick which is appropriate)	0-6 months		7-12 months		13-24 months		More than 24 months	
0-6 months									
7-12 months									
13-24 months									
More than 24 months									

Name of Tenderer: .....

Date: .....

Signature: .....

Full name of signatory: .....





**PROJECT:57496**

**SUPPLY AND DELIVERY OF OFFICE FURNITURE FOR NDM FIRE  
AND RESCUE SERVICE (Re-advert)**

**ATTACH HERETO A STAMPED COPY OF A LETTER FROM THE  
BANK TO THIS PAGE NOT OLDER THAN THREE (3) MONTH**



**FORM G: MUNICIPAL UTILITY ACCOUNT**

**DECLARATION BY THE TENDERER**

I the undersigned \_\_\_\_\_, has been duly  
authorized to sign all documents with the Tender for Contract Number \_\_\_\_\_ on behalf of  
\_\_\_\_\_ hereby make a declaration as follows:  
(referred to herein as "the Bidder")

1. I declare that the bidder and /or any of its director(s) / member(s) does not owe the municipality, or any other municipality and/or municipal entity any amount which is in arrears in respect of any municipal rates and taxes or municipal service charges.
2. I understand and accept that in the event that this declaration is proved to be false, the bid shall be rejected forthwith. All other rights of the municipality (including but not limited to the right to claim damages where applicable) shall remain reserved in full.

SIGNED ON BEHALF OF THE COMPANY

\_\_\_\_\_

IN HIS CAPACITY AS

\_\_\_\_\_

DATE

\_\_\_\_\_

FULL NAMES OF SIGNATORY

\_\_\_\_\_

UTILITY ACCOUNT NUMBER	NAME OF MUNICIPALITY	NAME OF OWNER



**ATTACH AN ORIGINAL OR A COPY OF A MUNICIPAL UTILITY  
ACCOUNT (NOT OLDER THAN THREE (3) MONTHS)**

**Important: Note the following**

- List Account(s) registered all in the name(s) of the Director(s) and the Company on the declaration form attached hereto; or
- Attach a copy of the Lease Agreement or an Affidavit in instances where the bidder or any of its director (s) do not have a municipality utility account with any municipality.



**FORM H: PREFERENCE SCHEDULE** (MBD 6.1)

**MBD 6.1**

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

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

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

**1. GENERAL CONDITIONS**

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

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

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

1.3 Preference points for this bid shall be awarded for:

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

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

	POINTS
PRICE	80/90
B-BBEE STATUS LEVEL OF CONTRIBUTION	20/10
Total points for Price and B-BBEE must not exceed	100

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

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

**2 DEFINITIONS**

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

2.2 “B-BBEE” means broad-based black economic empowerment as defined in section 1 of the Broad



-Based Black Economic Empowerment Act;

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



- 3.1 The bidder obtaining the highest number of total points will be awarded the contract.
- 3.2 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts;.
- 3.3 Points scored must be rounded off to the nearest 2 decimal places.
- 3.4 In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for B-BBEE.
- 3.5 However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for B-BBEE, the successful bid must be the one scoring the highest score for functionality.
- 3.6 Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

#### 4.1 THE 90/10 PREFERENCE POINT SYSTEMS

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

$$P_s = 80 \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right) \quad \text{or} \quad P_s = 90 \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

Ps = Points scored for comparative price of bid under consideration

Pt = Comparative price of bid under consideration

Pmin = Comparative price of lowest acceptable bid

5.1 In terms of Regulation 5 (2) and 6 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

<b>B-BBEE Status Level of Contributor</b>	<b>Number of points (90/10 system)</b>	<b>Number of points (80/20 system)</b>
1	10	20
2	9	18
3	8	16
4	5	12
5	4	8



6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

- 5.2 Bidders who qualify as EMEs in terms of the B-BBEE Act must submit a certificate issued by an Accounting Officer as contemplated in the CCA or a Verification Agency accredited by SANAS or a Registered Auditor. Registered auditors do not need to meet the prerequisite for IRBA's approval for the purpose of conducting verification and issuing EMEs with B-BBEE Status Level Certificates.
- 5.3 Bidders other than EMEs must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS
- 5.4 A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.
- 5.5 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.
- 5.6 Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.
- 5.7 A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.
- 5.8 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

## **6. BID DECLARATION**

- 6.1 Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:

## **7. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.3.1.2 AND 5.1**

- 7.1 B-BBEE Status Level of Contribution: ..... = .....(maximum of 10 or 20 points)

- 7 **(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or a Registered Auditor approved by IRBA or an Accounting Officer as contemplated in the CCA).**

## **8. SUB-CONTRACTING**

- 8.1 Will any portion of the contract be sub-contracted?

YES		NO	
-----	--	----	--



8.1.1 If yes, indicate:

1 what percentage of the contract will be subcontracted? %

2 the name of the sub-contractor? \_\_\_\_\_

3 the B-BBEE status level of the sub-contractor? \_\_\_\_\_

4 whether the sub-contractor is an EME?

YES		NO	
-----	--	----	--

## 9. DECLARATION WITH REGARD TO COMPANY/FIRM

9.1 Name of firm: \_\_\_\_\_

9.2 VAT registration number \_\_\_\_\_

9.3 Company registration number \_\_\_\_\_

9.4

### TYPE OF FIRM ( Tick Applicable Box)

- ☐ Partnership/ Joint Venture/ Consortium
- ☐ One Person business/ sole propriety
- ☐ Close Corporation
- ☐ Company
- ☐ (Pty) Ltd
- ☐ Other :  
Specify \_\_\_\_\_

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:

Municipality where business is situated \_\_\_\_\_

Registered Account Number \_\_\_\_\_

Stand Number \_\_\_\_\_

9.8 TOTAL NUMBER OF YEARS THE COMPANY/FIRM HAS BEEN IN BUSINESS? \_\_\_\_\_

9.9 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contribution indicated in paragraph 7 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

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 paragraph 7, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- (iv) If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
  - (a) disqualify the person from the bidding 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) restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, 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

**WITNESSESS**

1. ....

2. ....

.....  
SIGNATURE(S) OF BIDDER(S)

DATE:

ADDRESS:



**ATTACH AN ORIGINAL OR A COPY OF B-BBEE STATUS VERIFICATION  
CERTIFICATE**

**NOTE THE FOLLOWING IN RESPECT OF B-BBEE CERTIFICATES:**

1. Certificates attached hereto should be those issued by approved verification agencies as directed by the National Treasury and the DTI ( Department of Trade and Industry)
2. Verification agencies should be approved by SANAS and Accounting Officers and Auditors should be approved in terms of the IRBA (Independent Regulatory Body for Auditors), and as prescribed by the Close Corporations Act for designation as an Accounting Officer
3. Certified copies of the B-BBEE certificate should be within the financial year of the issued bid or quotation.

Further information in respect of the above is obtainable from the National treasury and DTI websites and the Preferential Procurement Regulations, 2017



SBD 6.2

## DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

This Standard Bidding Document (SBD) must form part of all bids invited. It contains general information and serves as a declaration form for local content (local production and local content are used interchangeably).

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2017, the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 (Edition 1) and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)].

### 1. General Conditions

- 1.1. Preferential Procurement Regulations, 2017 (Regulation 8) make provision for the promotion of local production and content.
- 1.2. Regulation 8.(2) prescribes that in the case of designated sectors, organs of state must advertise such tenders with the specific bidding condition that only locally produced or manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Where necessary, for tenders referred to in paragraph 1.2 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 1.4. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.5. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

$$LC = [1 - x / y] * 100$$

Where

x is the imported content in Rand

y is the bid price in Rand excluding value added tax (VAT)

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by South African Reserve Bank (SARB) at 12:00 on the date of advertisement of the bid as indicated in paragraph 4.1 below.

**The SABS approved technical specification number SATS 1286:2011 is accessible on [http://www.thedti.gov.za/industrial development/ip.jsp](http://www.thedti.gov.za/industrial%20development/ip.jsp) at no cost.**

- 1.6. A bid may be disqualified if this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation;



2. The stipulated minimum threshold(s) for local production and content (refer to Annex A of SATS 1286:2011) for this bid is/are as follows:

Item no	Description	Quantity	Stipulated minimum threshold %
5	Heavy duty steel bed frame	8	100%
5	Single mattress	8	80%
8	Upholstered Training Chair with Armrests	12	65%
9	Desk for Office or classroom	3	70%
13	FILLING CABINET(wood)	5	100%

3. Does any portion of the goods or services offered have any imported content?

(Tick applicable box)

YES		NO	
-----	--	----	--

- 3..1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by SARB for the specific currency at 12:00 on the date of advertisement of the bid.

The relevant rates of exchange information is accessible on [www.reservebank.co.za](http://www.reservebank.co.za)

Indicate the rate(s) of exchange against the appropriate currency in the table below (refer to Annex A of SATS 1286:2011):

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

NB: Bidders must submit proof of the SARB rate (s) of exchange used.

4. Where, after the award of a bid, challenges are experienced in meeting the stipulated minimum threshold for local content the dti must be informed accordingly in order for the dti to verify and in consultation with the AO/AA provide directives in this regard.

**LOCAL CONTENT DECLARATION**  
**(REFER TO ANNEX B OF SATS 1286:2011)**

**LOCAL CONTENT DECLARATION BY CHIEF FINANCIAL OFFICER OR OTHER  
LEGALLY RESPONSIBLE PERSON NOMINATED IN WRITING BY THE CHIEF  
EXECUTIVE OR SENIOR MEMBER/PERSON WITH MANAGEMENT RESPONSIBILITY  
(CLOSE CORPORATION, PARTNERSHIP OR INDIVIDUAL)**

**IN RESPECT OF BID NO. ....**



ISSUED BY: (Procurement Authority / Name of Institution):

NB

- 1 The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.
- 2 Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on <http://www.thdti.gov.za/industrialdevelopment/ip.jsp>. Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. **Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below.** Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

I, the undersigned, ..... (full names),  
do hereby declare, in my capacity as .....  
of .....(name of bidder  
entity), the following:

- (a) The facts contained herein are within my own personal knowledge.
- (b) I have satisfied myself that:
  - (i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and
- (c) The local content percentage (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C:

Bid price, excluding VAT (y)	R
Imported content (x), as calculated in terms of SATS 1286:2011	R
Stipulated minimum threshold for local content (paragraph 3 above)	
Local content %, as calculated in terms of SATS 1286:2011	

**If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above.**

**The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E.**

- (d) I accept that the Procurement Authority / Institution has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.
- (e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Institution imposing any or all of the remedies as provided for in Regulation 14 of the Preferential Procurement Regulations, 2017



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AND RESCUE SERVICE (Re-advert)

promulgated under the Preferential Policy Framework Act (PPFA), 2000 (Act No. 5 of 2000).

**SIGNATURE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**WITNESS No. 1** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**WITNESS No. 2** \_\_\_\_\_

**DATE:** \_\_\_\_\_



Tender  
No.

**Note:** VAT to be  
excluded from all

## Annex C

calculations

Tender description:

Designated product(s)

Tender Authority:

Tendering Entity name:

Tender Exchange Rate:

Pula

EU

GBP

Specified local content %

### Calculation of local content

Tender item no's	List of items	Tender price - each (excl VAT)	Exempted imported value	Tender value net of exempted imported content	Imported value	Local value	Local content % (per item)
(C8)	(C9)	(C10)	(C11)	(C12)	(C13)	(C14)	(C15)

### Tender summary

Tender Qty	Total tender value	Total exempted imported content	Total Imported content
(C16)	(C17)	(C18)	(C19)

(C20) Total tender value

(C21) Total Exempt imported content

(C22) Total Tender value net of exempt imported content

(C23) Total Imported content

(C24) Total local content

(C25) Average local content % of tender

Signature of tenderer from  
Annex B

Date:

Q08.11.20

BIDDER

WITNESS

EMPLOYER

WITNESS



## Annex D

### Imported Content Declaration – Supporting Schedule to Annex C

(D1) Tender No.	
(D2) Tender Description	
(D3) Designated Products	
(D4) Tender Authority	
(D5) Tendering Entity Name	
(D6) Tender Exchange Rate	

Note: VAT to be excluded from all calculations

Pula		EU		GBP	

#### A. Exempted imported content

				Calculation of imported content						Summary	
Tender item no's	Description of imported content	Local supplier	Overseas Supplier	Foreign currency value as per Commercial Invoice	Tender Exchange Rate	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Tender Qty	Exempted imported value
(D7)	(D8)	(D9)	(D10)	(D11)	(D12)	(D13)	(D14)	(D15)	(D16)	(D17)	(D18)

*This total must correspond with Annex C - C 21*

(D19) Total exempt imported value

#### B. Imported directly by the Tenderer

				Calculation of imported content						Summary	
Tender item no's	Description of imported content	Unit of measure	Overseas Supplier	Foreign currency value as per Commercial Invoice	Tender Exchange Rate	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Tender Qty	Total imported value
(D20)	(D21)	(D22)	(D23)	(D24)	(D25)	(D26)	(D27)	(D28)	(D29)	(D30)	(D31)

(D32) Total imported value by tenderer

Q08.11.20

BIDDER

WITNESS

EMPLOYER

WITNESS





PROJECT:57496  
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C. Imported by a 3rd party and supplied to the Tenderer				Calculation of imported content						Summary	
Description of imported content	Unit of measure	Local supplier	Overseas Supplier	Foreign currency value as per Commercial Invoice	Tender Exchange Rate	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Tender Qty	Total imported value
(D33)	(D34)	(D35)	(D36)	(D37)	(D38)	(D39)	(D40)	(D41)	(D42)	(D43)	(D44)
									(D45) Total imported value by 3rd party		

B. Imported directly by the Tenderer			Calculation of foreign currency payments		Summary of payments
Type of payment	Local supplier making the payment	Overseas beneficiary	Foreign currency value paid	Tender Rate of Exchange	
(D46)	(D47)	(D48)	(D49)	(D50)	(D51)

(D52) Total of foreign currency payments declared by tenderer and/or 3rd party

(D53) Total of imported content & foreign currency payments - (D32), (D45) & (D52) above

This total must correspond with Annex C - C 23

Signature of tenderer from Annex B

\_\_\_\_\_

Date: \_\_\_\_\_

--	--	--	--	--	--

Q08.11.20

BIDDER      WITNESS      EMPLOYER      WITNESS

**SATS 1286.2011**

<b>Tender description:</b> <b>Designated products:</b> <b>Tender Authority:</b> <b>Tendering Entity name:</b>			<b>Note:</b> VAT to be excluded from all calculations		
<b>Local Products (Goods, Services and Works)</b>	<b>Description of items purchased</b>	<b>Local suppliers</b>	<b>Value</b>		
	(E6)	(E7)	(E8)		
		<b>(E9) Total local products (Goods, Services and Works)</b>			
<b>Manpower costs</b>	(E10)( Tenderer's manpower cost)				



**PROJECT:57496**  
**SUPPLY AND DELIVERY OF OFFICE FURNITURE FOR NDM FIRE**  
**AND RESCUE SERVICE (Re-advert)**

**Factory overheads**

(E11)(Rental, depreciation & amortisation, utility costs, consumables etc.)

**Administration overheads and mark-up**

(E12)(Marketing, insurance, financing, interest etc.)

**(E13) Total local content**

Signature of tenderer from Annex B

**This total must correspond with Annex  
C - C24**

Date:

*The guidance document can be found at: [www.dti.gov.za/industrial\\_development/docs/ip/guideline.pdf](http://www.dti.gov.za/industrial_development/docs/ip/guideline.pdf)*

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**FORM I: CERTIFICATE OF INDEPENDENT BID DETERMINATION (MBD 9)**

1. This Municipal Bidding Document (MBD) must form part of all bids<sup>1</sup> invited.
2. Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).<sup>2</sup> Collusive bidding is a *per se* prohibition meaning that it cannot be justified under any grounds.
3. Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
  - a. take all reasonable steps to prevent such abuse;
  - b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
  - c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
4. This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
5. In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

<sup>1</sup> Includes price quotations, advertised competitive bids, limited bids and proposals.

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



**PROJECT:57496**

**SUPPLY AND DELIVERY OF OFFICE FURNITURE FOR NDM FIRE  
AND RESCUE SERVICE (Re-advert)**



## **CERTIFICATE OF INDEPENDENT BID DETERMINATION**

I, the undersigned, in submitting the accompanying bid:

---

(Bid Number and Description)

in response to the invitation for the bid made by:

---

(Name of Municipality / Municipal Entity)

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

I certify, on behalf of: \_\_\_\_\_ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
  - (a) has been requested to submit a bid in response to this bid invitation;
  - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
  - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder



6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium<sup>3</sup> will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
  - (a) prices;
  - (b) geographical area where product or service will be rendered (market allocation)
  - (c) methods, factors or formulas used to calculate prices;
  - (d) the intention or decision to submit or not to submit, a bid;
  - (e) the submission of a bid which does not meet the specifications and conditions of the bid;  
or
  - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
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



**FORM J: DECLARATION OF TENDERER'S LITIGATION HISTORY**

Does the tenderer have any litigation with which tenderer (including its directors, shareholders or other senior members in previous companies) have been involved with any organ of state or state department within the last ten years?

YES

NO

If yes, furnish your details in table below.

**NB: It is compulsory for all bidders to sign this form**

The tenderer shall list below details of any litigation with which the tenderer (including its directors, shareholders or other senior members in previous companies) has been involved with any organ of state or state department within the last ten years. The details must include the year, the litigating parties, the subject matter of the dispute, the value of any award or estimated award if the litigation is current and in whose favour the award, if any, was made.

CLIENT	OTHER LITIGATING PARTY	DISPUTE	AWARD VALUE	DATE RESOLVED

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder

**FORM K: FORM OF GUARANTEE FROM MANUFACTURER FOR 12 MONTHS**





---

The S.P should provide a guarantee from the manufacturer for a period of 12 months



**PROJECT:57496**

**SUPPLY AND DELIVERY OF OFFICE FURNITURE FOR NDM FIRE  
AND RESCUE SERVICE (Re-advert)**



**PROJECT:57496**

**SUPPLY AND DELIVERY OF OFFICE FURNITURE FOR NDM FIRE  
AND RESCUE SERVICE (Re-advert)**



**PROJECT:57496**

**SUPPLY AND DELIVERY OF OFFICE FURNITURE FOR NDM FIRE  
AND RESCUE SERVICE (Re-advert)**

# **RETURNABLES FOR EVALUATION PURPOSES**

|

**PROJECT:**

**Appointment of service provider for supplying and delivery of office furniture for NDM fire and rescue service.**

**FORM L: SCHEDULE OF PREVIOUS EXPERIENCE**

The procedure for the evaluation of responsive Bids will be on the average of the **previous projects** where the firm was involved. Reference of clients **MUST** be provided.

**Evaluation of the Tenderer's position in terms of his previous experience. Emphasis will be placed on the following:**

- **Experience in the relevant technical field**
- **Experience of contracts of similar size**
- **At least three of the references will be contacted to obtain their input.**

Provide the following information on relevant previous experience (indicate specifically projects of similar or larger size and/or which is similar with regard to type of work. **This information is material to the award of the Contract.**

Description	Value (R) VAT excluded	Period work executed		Reference		
		Appointment Date	Completion Date	Name	Organisation	Tel no

**PROJECT:**

*Appointment of service provider for supplying and delivery of office furniture for NDM fire and rescue service.*

**FORM M: SCHEDULE OF CURRENT PROJECTS**

Provide the following information on current projects

**This information is material to the award of the Contract.**

Description	Value (R) VAT excluded	Appointment Date	Expected Completion Date	Reference		
				Name	Organisation	Tel no

**PROJECT:**

**Appointment of service provider for supplying and delivery for office furniture for NDM fire and rescue service.**

**FORM N: SCHEDULE OF PROPOSED SUB-CONTRACTORS**

Are / Do you have sub-contractors?

YES

NO

If yes, complete the below

NAME OF SUB-CONTRACTOR	FULL DESCRIPTION OF WORK TO BE PERFORMED BY SUB-CONTRACTOR

**PROJECT:**

**Appointment of service provider for supplying and delivery for office furniture for NDM fire and rescue service.**

**FORM O: RECORD OF ADDENDA TO TENDER DOCUMENTS**

Was there an addendum issued?

YES

NO

If yes, fill or attached the communication that you received.

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

	Date	Title of Details

*\*An addendum is any communication issued by Nkangala District Municipality after the briefing session\**





PROJECT: 57496

SUPPLY AND DELIVERY OF OFFICE FURNITURE FOR NDM FIRE  
AND RESCUE SERVICE (Re-advert)

## NKANGALA DISTRICT MUNICIPALITY



### PROJECT:

**SUPPLY AND DELIVERY OF OFFICE FURNITURE FOR NDM FIRE AND RESCUE  
SERVICE (Re-advert)**

## THE CONTRACT

### THE CONTRACT DATA

#### **Part C1: Agreements and Contract Data**

- C1.1 Form of Offer and Acceptance
- C1.2 Contract Data

#### **Part C2: Pricing Data**

- C2.1 Pricing Instructions
- C2.2 Bill of quantities

#### **Part C3: Scope of Work**

- C3 Scope of Work

#### **Part C4 : Additional Relevant Documents**

- C4. Supply Chain Management Policy



**PROJECT: 57496**

**SUPPLY AND DELIVERY OF OFFICE FURNITURE FOR NDM FIRE  
AND RESCUE SERVICE (Re-advert)**

## **NKANGALA DISTRICT MUNICIPALITY**



**SUPPLY AND DELIVERY OF OFFICE FURNITURE FOR NDM FIRE AND RESCUE  
SERVICE (Re-advert)**

### **AGREEMENTS AND CONTRACT DATA**

#### **Part C1: Agreements and Contract Data**

- C1.1 Form of Offer and Acceptance
- C1.2 Contract Data



## FORM C.1.1

## FORM OF OFFER AND ACCEPTANCE

### OFFER

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

#### **57496: APPOINTMENT OF SERVICE PROVIDER FOR SUPPLYING AND DELIVERY OF OFFICE FURNITURE FOR NDM FIRE AND RESCUE SERVICE (Re-advert).**

The Tenderer, identified in the Offer signature block below, has examined the documents listed in the Tender Data and addenda thereto as listed in the Tender Schedules, and by submitting this Offer has accepted the Conditions of Tender.

By the representative of the Tenderer, deemed to be duly authorised, signing this part of this Form of Offer and Acceptance, the Tenderer offers to perform all of the obligations and liabilities of the Contractor under the Contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the Conditions of Contract identified in the Contract Data.

#### **THE SUB-TOTAL OF THE PRICES EXCLUSIVE OF VALUE ADDED TAX IS**

.....

..... Rand (in words); R ..... (In figures).

#### **THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VALUE ADDED TAX IS**

.....

..... Rand (in words); R ..... (In figures).

This Offer may be accepted by the Employer by signing the Acceptance part of this Form of Offer and Acceptance and returning one copy of this document to the Tenderer before the end of the period of validity stated in the Tender Data, whereupon the Tenderer becomes the party named as the Contractor in the Conditions of Contract identified in the Contract Data.

Signature(s) \_\_\_\_\_

Name(s) \_\_\_\_\_

Capacity \_\_\_\_\_

For the tenderer \_\_\_\_\_

(Name and address of organisation)

Name & Signature

Of Witness

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date



## ACCEPTANCE

By signing this part of this Form of Offer and Acceptance, the Employer identified below accepts the Tenderer's Offer. In consideration thereof, the Employer shall pay the Contractor the amount due in accordance with the Conditions of Contract identified in the Contract Data. Acceptance of the Tenderer's Offer shall form an agreement between the Employer and the Tenderer upon the terms and conditions contained in this Agreement and in the Contract that is the subject of this Agreement.

The terms of the contract are contained in:

- Part 1 Agreements and Contract Data (which includes this Agreement)
- Part 2 Pricing Data
- Part 3 Scope of Work
- Part 4 Additional Documentation

And drawings and documents or parts thereof, which may be incorporated by reference into Parts 1 to 4 above.

Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto listed in the Tender Schedules as well as any changes to the terms of the Offer agreed by the Tenderer and the Employer during this process of offer and acceptance, are contained in the Schedule of Deviations attached to and forming part of this Agreement. No amendments to or deviations from said documents are valid unless contained in this Schedule, which must be duly signed by the authorised representative(s) of both parties.

The Tenderer shall within two weeks after receiving a completed copy of this Agreement, including the Schedule of Deviations (if any), contact the Employer's agent (whose details are given in the Contract Data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the Conditions of Contract identified in the Contract Data at or just after the date this Agreement comes into effect. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this Agreement.

Notwithstanding anything contained herein, this Agreement comes into effect on the date when the Tenderer receives one fully completed original copy of this document, including the Schedule of Deviations (if any). Unless the Tenderer (now Contractor) within five 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(s)	_____	_____
Name(s)	_____	_____
Capacity	_____	_____
For the tenderer	_____	
	(Name and address of organisation)	
Name & Signature	_____	
Of Witness	_____	_____
	Name	Date



## SCHEDULE OF DEVIATIONS

### Notes:

1. The extent of deviations from the tender documents issued by the Employer prior to the tender closing date is limited to those permitted in terms of the Conditions of Tender.
2. A Tenderer's covering letter shall not be included in the final contract document. Should any matter in such letter, which constitutes a deviation as aforesaid become the subject of agreements reached during the process of Offer and Acceptance, the outcome of such agreement shall be recorded here.
3. Any other matter arising from the process of offer and acceptance either as a confirmation, clarification or change to the tender documents and which it is agreed by the Parties becomes an obligation of the contract, shall also be recorded here.
4. Any change or addition to the tender documents arising from the above agreements and recorded here, shall also be incorporated into the final draft of the Contract.

1	<b>Subject</b> _____
	Details _____
2	<b>Subject</b> _____
	Details _____
3	<b>Subject</b> _____
	Details _____
4	<b>Subject</b> _____
	Details _____
5	<b>Subject</b> _____
	Details _____
6	<b>Subject</b> _____
	Details _____

By the duly authorised representatives signing this Schedule of Deviations, 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 change 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.



**FOR THE TENDERER:**

Signatures (s) \_\_\_\_\_

Name(s) \_\_\_\_\_

Capacity \_\_\_\_\_

\_\_\_\_\_  
(Name and address of Organisation)

Name & Signature  
Of Witness \_\_\_\_\_ Date \_\_\_\_\_

**FOR THE EMPLOYER**

Signatures (s) \_\_\_\_\_

Name(s) \_\_\_\_\_

Capacity \_\_\_\_\_

\_\_\_\_\_  
(Name and address of Organisation)

Name & Signature  
Of Witness \_\_\_\_\_ Date \_\_\_\_\_



## CONTRACT DATA

### DATA PROVIDED BY THE EMPLOYER

	Data
1	<p>The Name of the Employer is <b>Nkangala District Municipality</b></p> <p>The address of the Employer is: 2A Walter Sisulu Street MIDDELBURG 1050</p> <p>P O Box 437 Middelburg 1050</p> <p>Telephone: 013 249 2000 Facsimile: 013 249 2145</p>
2	The Project is supply and delivery of office furniture of NDM Fire & Rescue
3	The Period of Performance is as per letter of appointment
4	The Service Provider may not release public or media statements or publish material related to the Services or Project without the written approval of the Employer.
5	The Service provision shall be completed as per letter of appointment
6	The programme shall be submitted within FIVE (5) days of the acceptance of appointment.
7	The client shall not be responsible for any overtime worked or overtime payments made to the personnel of the Service Provider.
8	Copyright of document prepared for the project shall be vested with the Nkangala District Municipality.
9	Settlement of dispute is to be in terms Supply Chain Management Policy of the Nkangala District Municipality, not excluding the provisions provided for in terms of rules / laws governing dispute resolution and employing services of the courts to remedy any dispute that may arise.
10	Service Providers will be paid in accordance with the Nkangala District Supply Chain Management Policy.
11	A Service Provider may not subcontract any work not approved by the employer the Nkangala District Municipality
12	The Service Provider shall be penalised an amount of R500.00 per calendar day as a results of failure to deliver on time.



**PART 1: DATA PROVIDED BY THE SERVICE PROVIDER**

1.	<p>The Service Provider is .....</p> <p>Address: .....</p> <p>Telephone: .....</p> <p>Facsimile: .....</p>																		
2	<p>The authorised and designated representative of the Service Provider is:</p> <p>Name: .....</p> <p>The address for receipt of communications is:</p> <p>Telephone: .....</p> <p>Facsimile: .....</p> <p>Address: .....</p>																		
3	<p>The Key Persons and their jobs / functions in relation to the services are:</p> <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 10px;"> <thead> <tr> <th style="width: 10%;">No</th><th style="width: 45%;">Name</th><th style="width: 45%;">Specific Duties</th></tr> </thead> <tbody> <tr> <td style="text-align: center;">1.</td><td></td><td></td></tr> <tr> <td style="text-align: center;">2.</td><td></td><td></td></tr> <tr> <td style="text-align: center;">3.</td><td></td><td></td></tr> <tr> <td style="text-align: center;">4.</td><td></td><td></td></tr> <tr> <td style="text-align: center;">5.</td><td></td><td></td></tr> </tbody> </table>	No	Name	Specific Duties	1.			2.			3.			4.			5.		
No	Name	Specific Duties																	
1.																			
2.																			
3.																			
4.																			
5.																			





## C.2.1 PRICING INSTRUCTIONS

1. All activities must be invoiced on a monthly basis, based on the completion of the activity but not exceeding the allocated budget that has been priced for that activity.
2. Payment will be based on the completion of activities provided that reasonable progress towards the completion of the activity within the estimated budget is demonstrated.
3. The total price for the activities shall not be exceeded without the prior written approval and agreement of the Client.
4. The Schedule of Activities and the Bills of Quantities comprises items covering the service provider's profit and costs of general liabilities and includes costs of all services.
5. **All rates and amounts must be completed by hand in black Ink.**
6. The schedule items covering the service provider's profit or general liabilities and the construction of temporary and permanent risk.
7. Although the tenderer is at liberty to insert a rate at his own choice for each item in the schedule, his attention is drawn to the fact that the employer has the right, under various circumstances, to payment for additional work carried out and that the engineer is obliged to base his assessment and the payment to be paid for such additional work on the rates inserted in the schedule by the tenderer.
8. The prices and rates to be inserted in the schedule of quantities are to be the full inclusive prices to be the employer for the work described under several items. The prices shall be exclusive of Value Added Tax (VAT). Such prices shall cover all costs and expenses that may be required in and for the work described, and shall cover the cost of all general risks, liabilities and obligations set forth or implied in the document on which the tender is based.
9. In the event of the tenderer failing to price any item it will be construed that the tenderer has made adequate allowance under other items for all labour, material and costs required, for the exclusion, not only for the quantum of work covered by the unpriced item, but also for any increase in the said quantum which may have to be undertaken during the course of the contract.
10. For the purposes of this Schedule of Activities and Bills of Quantities, the following words shall have the meanings hereby assigned to them:
  - Unit: The unit of measurement for each item of Service provided as defined in the Standardized, Project or Particular Specifications.
  - Quantity (Qty): The number of units of work/service provision for each item.
  - Rate: The payment per unit of work/provision of services at which the Tenderer Tenders to do the work.
  - Amount: The quantity of an item multiplied by the Tendered rate of the (same) item.
  - Sum: An amount Tendered for an item, the extent of which is described in the schedule of activities, the scope of works or elsewhere, but of which the quantity of work is not measured in units.



**PROJECT: 57496**  
**Supply and delivery of the office furniture for NDM fire and rescue service (Re-advert)**

## C 2.2. BILL OF QUANTITIES

NO	ITEM DESCRIPTION	QTY	UNIT PRICE	TOTAL PRICE
<b>Nokaneng Satellite Fire Station Office Furniture</b>				
1.	<b>Aluminium chairs</b>	<b>10</b>		
2.	<b>Aluminium bar chairs</b>	<b>2</b>		
3.	<b>Canteen Table</b>	<b>3</b>		
4.	<b>Heavy duty sofas</b>	<b>5</b>		
5.	<b>Heavy duty steel bed frames &amp; single mattress</b>	<b>8</b>		
6.	<b>TELEVISION</b>	<b>2</b>		
7.	<b>Mobile Rectangular Training Table with Fold-Down</b>	<b>6</b>		
8.	<b>Upholstered Training Chair with Armrests</b>	<b>12</b>		
9.	<b>Desk for Office or classroom</b>	<b>3</b>		
10.	<b>Ergonomic Mid Back</b>	<b>9</b>		
11.	<b>Chairs</b> Latin high black leather chairs	<b>10</b>		



**PROJECT: 57496**  
**Supply and delivery of the office furniture for NDM fire and rescue service (Re-advert)**

12.	Conference room table	1		
	10 seater stained rectangular table with rounded corners.			
13.	FILLING CABINET(wood)	5		
14.	Refrigerator	2		
15.	Microwave Oven	2		
16.	Delivery to Local Municipalities (as per scope of work)			
SUB-TOTAL				
VAT @15%				
GRAND TOTAL				

## TOTAL AMOUNT TO BE FORWARDED TO FORM OF OFFER

❖ **Delivery Period:** Estimated delivery period will be \_\_\_\_\_ days.