

BID NOTICE

STELLENBOSCH MUNICIPALITY HEREBY INVITES YOU TO TENDER FOR BSM 21/21: SUPPLY, DELIVERY AND FIT OF OFFICE FURNITURE FOR STELLENBOSCH MUNICIPALITY (WC024), FOR A CONTRACT PERIOD ENDING 30 JUNE 2023

TENDER NUMBER: **BSM 21/21**
DESCRIPTION: **Supply, Delivery and Fit of Office Furniture for Stellenbosch Municipality (WC024), for a contract period ending 30 June 2023**
CLOSING DATE: **2 November 2020**
CLOSING TIME: **12h00: Bids will be opened in the Council chambers or the SCM boardroom**

INFORMATION:

Tender Specifications: Theresa Benjamin (021 808 8189); email: Theresa.Benjamin@stellenbosch.gov.za
Tender documentation: Jeanette Williams (021 808 8524); email: Jeanette.Williams@stellenbosch.gov.za
Office hours for collection: 08h00-15h30

A **Compulsory Clarification Meeting** will be held on **08 October 2020 at 10h30**. The Compulsory Clarification meeting will be held via the App for Microsoft Teams. Tenderers must ensure to download the App and give the municipality the necessary email address and cell phone number to Theresa.Benjamin@stellenbosch.gov.za at least 48 hours prior to the meeting to enable the department to setup a virtual meeting.

Local production and content is applicable to this bid. Bidders must use the exchange rate published by the South African Reserve Bank (SARB) at **12:00, 29 September 2020**. The guidance document for the calculation of local content is included in the bid document and is also available on the municipality's website by following the Supply Chain Management link. If raw material or input to be used for a specific item is not available locally, bidders should obtain written authorisation from the dti should there be a need to import such raw material or input. A copy of the authorisation letter must be submitted together with this tender document at the closing date and time of bid.

Tenders may only be submitted on the Tender documentation issued by Stellenbosch Municipality and must be valid for **180 days** after tender closing. Late, electronic format, telephonic or faxed Tenders will not be considered and Stellenbosch Municipality does not bind itself to accept the lowest, part of or any Tender

Sealed Tenders, with "**BSM 21/21: SUPPLY, DELIVERY AND FIT OF OFFICE FURNITURE FOR STELLENBOSCH MUNICIPALITY (WC024), FOR A CONTRACT PERIOD ENDING 30 JUNE 2023**" clearly endorsed on the envelope, must be deposited in the Tender box at the offices of the Stellenbosch Municipality, Plein Street, Stellenbosch. The Tender box is accessible 24 hours a day and Tenders must be accompanied by the completed Tender documents. Tenders not accompanied by a complete Tender document, will not be considered.

NOTE: This tender will be evaluated in terms of the Preferential Procurement Regulations, 2017 that was promulgated by the Minister of Finance on 20 January 2017 in Government Gazette No 40553.

The preferential points system applied is as follows:

Price	80
B-BBEE status level of contribution	<u>20</u>
Total points for Price and B-BBEE	100

Tenders will be evaluated in accordance with the Supply Chain Management Policy, Preferential Procurement Regulations, 2017, relevant **specification and local content** as depicted in the document which was promulgated by the Minister of Finance on 20 January 2017 in Government Gazette No. 40553.

The following conditions to Tender exist (failure to comply may result in your Tender being disqualified):

1. This Tender is subject to the general conditions of contract (GCC) and special conditions for Tendering;
2. Relevant terms of reference
3. Tenderers must be registered on Stellenbosch Municipality's supplier database if they wish to conduct business with the municipality
4. A valid original or certified tax clearance certificate must be handed in with Tender at closing time. However no contract will be awarded to any Tenderer without a valid original tax clearance certificate on the date the Tender is awarded.
5. Tenders submitted must be in a sealed envelope clearly marked with the Tender number, placed in the tender box before closing time. Failure will result in the tender being invalid.

*Tender documents, in English, are available free of charge on the website: www.stellenbosch.gov.za. Alternatively, hard copies of the document are obtainable from the offices of the Supply Chain Management Unit, Stellenbosch Municipality, 1st Floor, Plein Street, Stellenbosch, upon payment of a non-refundable fee of **R264.00 per document**.*

G Mettler (Ms)
MUNICIPAL MANAGER

TENDER KENNISGEWING

STELLENBOSCH NOOI U VIR DIE VOLGENDE TENDER: B/SM 21/21: VOORSIENING, LEWERING EN INSTALLASIE VAN KANTOORMEUBELS VIR STELLENBOSCH MUNISIPALITEIT (WC024), VIR 'N KONTRAK PERIODE EINDIG 30 JUNIE 2023

TENDER NOMMER: **BSM 21/21**
BESKRYWING: **Voorsiening, Lewering en Installasie van Kantoormeubels vir Stellenbosch Munisipaliteit (WC024), vir 'n kontrak periode eindig 30 Junie 2023**
SLUITINGSDATUM: **2 November 2020**
TYD VAN SLUITING: **12h00.** Tenders sal oopgemaak word in die Raadsaal of in die Voorsieningskanaalbestuurs Raadsaal.

NAVRAE:

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Vkb vereistes: Jeanette Williams (021 808 8524); epos: Jeanette.Williams@stellenbosch.gov.za
Kantoor Ure: 08h00-15h30

'n Verpligte inligtingsessie sal gehou word op **08 Oktober 2020** om **10h30**. Die verpligte inligtingsvergadering sal word via die App vir "Microsoft-Teams" gehou word. Tendersaars moet toesien dat hulle die App aflaai en die munisipaliteit, ten minste 48 uur voor die vergadering hul nodige e-posadres en selfoonnommer gee aan Theresa.Benjamin@stellenbosch.gov.za om die departement in staat te stel om 'n virtuele vergadering op te stel.

Plaaslike produksie en inhoud is van toepassing op hierdie bod. Bieërs moet die wisselkoers wat om **12:00 op 29 September 2020**, soos deur die Suid-Afrikaanse Reserwebank (SARB) gepubliseer is, gebruik. Die begeleidingsdokument vir die berekening van plaaslike inhoud is ingesluit in die tenderdokument en is ook op die munisipaliteit se webwerf beskikbaar deur die Voorsieningskanaal Bestuurskamel. Indien grondstowwe of insette wat vir 'n spesifieke item gebruik word, nie plaaslik beskikbaar is nie, moet bieërs skriftelike magtiging van die dti verkry indien daar so 'n grondstof of inset benodig word. 'N afskrif van die magtigingsbrief moet saam met hierdie tenderdokument by die sluitingsdatum en tyd van die bod ingedien word

Tenders mag slegs ingedien word op die tenderdokumentasie verskaf deur Stellenbosch Munisipaliteit en moet geldig wees vir **180** dae na die sluitingsdatum. Laat, elektroniese formaat of gefakse tenders sal nie aanvaar word nie en Stellenbosch Munisipaliteit is nie verplig om die laagste of enige tender wat ingedien word te aanvaar nie.

Verseëde tenders duidelik gemerk: "**B/SM 21/21: VOORSIENING, AFLEWERING EN INSTALEER VAN KANTOORMEUBELS VAN KANTOORMEUBELS VIR STELLENBOSCH MUNISIPALITEIT (WC024), VIR 'N KONTRAK PERIODE EINDIG 30 JUNIE 2023**", op die koevert, moet geplaas word in Tenderbus by die kantore van Stellenbosch Munisipaliteit, Pleinstraat, Stellenbosch. Die tenderbus is 24 uur per dag beskikbaar en tenders moet vergesel word met die voltooide stel tenderdokumente. Tendersaanbiede wat nie deur die volledige tenderdokument vergesel word nie, sal nie oorweeg word nie.

LET WEL: Hierdie tender sal geëvalueer word ingevolge die Voorkeurverkrygingsregulasies, 2017 wat op **20 Januarie 2017** deur die Minister van Finansies in Staatskoerant No **40553** afgekondig is. Tendersaars mag voorkeerpunte eis in terme van hul B-BSEB status vlak van bydrae as volg:

Prys:	80
BBSEB	<u>20</u>
Totale punte.	100

Tenders is onderhewig aan die Algemene Kontrakvoorwaardes en die Voorsieningskanaal Bestuursbeleid van Stellenbosch Munisipaliteit en geëvalueer word in terme van die Voorkeurverkrygings Regulasies, 2017, **relevante spesifikasies en plaaslike inhoud** soos op 20 Januarie 2017 deur die **deur die Minister van Finansies in Staatskoerant No 40553 afgekondig is.**

Die volgende voorwaardes vir Tender soos volg: (versuim om te voldoen, kan veroorsaak dat u Tender gediskwalifiseer word):

1. Hierdie tender is onderworpe aan die algemene kontrakvoorwaardes (GCC) en spesiale voorwaardes vir die tender;
2. Toepaslike opdrag
3. Tendersaars moet geregistreer wees op Stellenbosch Munisipaliteit se verskaffersdatabasis as hulle met die munisipaliteit sake wil doen
4. 'n Geldige oorspronklike of gesertifiseerde belastingklaringsertifikaat moet by die tender by die sluitingsdatum ingehandig word. Geen kontrak sal egter aan enige Tenderaar toegeken word sonder 'n geldige oorspronklike belastingklaringsertifikaat op die datum waarop die Tender toegeken word nie.
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SUPPLY, DELIVERY AND FIT OF OFFICE FURNITURE FOR STELLENBOSCH
MUNICIPALITY (WC024), FOR A CONTRACT PERIOD ENDING 30 JUNE 2023
PROCUREMENT DOCUMENT

NAME OF TENDERER:	
Total Bid Price (Inclusive of VAT) (refer to page 79):	<u>Per Unit Price tender</u>

SEPTEMBER 2020

PREPARED AND ISSUED BY:

Directorate: Finance:
Supply Chain Management Unit
Stellenbosch Municipality,
PO Box 17, Stellenbosch, 7599

**CONTACT FOR ENQUIRIES
REGARDING SPECIFICATIONS:**

Theresa Benjamin
Project Coordinator
Tel. Number: **021 808 8189/8153**



1. TENDER NOTICE & INVITATION TO TENDER

TENDER NOTICE

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G Mettler (Me)
MUNISIPALE BESTUURDER



2. PART A – INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF MUNICIPALITY/ MUNICIPAL ENTITY)					
BID NUMBER:	BSM 21/21	CLOSING DATE:	02 November 2020	CLOSING TIME:	12h00
DESCRIPTION	SUPPLY, DELIVERY AND FIT OF OFFICE FURNITURE FOR STELLENBOSCH MUNICIPALITY (WC024) , FOR A CONTRACT PERIOD ENDING 30 JUNE 2023				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).					
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT :					
STELLENBOSCH MUNICIPALITY, PLEIN STREET, STELLENBOSCH					
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
TAX COMPLIANCE STATUS	TCS PIN:		OR	CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	<input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	<input type="checkbox"/> Yes <input type="checkbox"/> No	
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
1. 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]		2. 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]	
3. TOTAL NUMBER OF ITEMS OFFERED			4. TOTAL BID PRICE	R	
5. SIGNATURE OF BIDDER		6. DATE		
7. CAPACITY UNDER WHICH THIS BID IS SIGNED					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:			TECHNICAL INFORMATION MAY BE DIRECTED TO:		
DEPARTMENT	Finance (SCM)		CONTACT PERSON	Ms Theresa Benjamin	
CONTACT PERSON	Ms Jeanette Williams		TELEPHONE NUMBER	021 808 8153/8189	
TELEPHONE NUMBER	021 808 8524		FACSIMILE NUMBER	N/a	
FACSIMILE NUMBER	N/a		E-MAIL ADDRESS	Theresa.Benjamin@stellenbosch.gov.za	
E-MAIL ADDRESS	Jeanette.Williams@stellenbosch.gov.za				



3. PART B– TERMS AND CONDITIONS FOR BIDDING

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

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

- 3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS**
- 3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? YES NO
 - 3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA? YES NO
 - 3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? YES NO
 - 3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? YES NO
 - 3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? YES NO
- IF THE ANSWER IS “NO” TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.**

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

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

DATE:



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PART A – ADMINISTRATIVE REQUIREMENTS IN TERMS OF THE SUPPLY CHAIN MANAGEMENT POLICY



4. CHECKLIST

PLEASE ENSURE THAT THE FOLLOWING FORMS HAVE BEEN DULY COMPLETED AND SIGNED AND THAT ALL DOCUMENTS AS REQUESTED, ARE ATTACHED TO THE TENDER DOCUMENT:

Certificate of Clarification Meeting Attendance - Is the form duly completed and signed by both tenderer and agent of the Stellenbosch Municipality?	Yes		No	
Authority to Sign a Bid - Is the form duly completed and is a certified copy of the resolution attached?	Yes		No	
MBD 4 (Declaration of Interest) - Is the form duly completed and signed?	Yes		No	
MBD 6.1 (Preference Points claim form for purchases/services) - Is the form duly completed and signed? Is a CERTIFIED copy of the B-BBEE Certificate issued by a Verification Agency accredited by SANAS or the original Sworn Affidavit attached?	Yes		No	
MBD 6.2 (Local Content) - Is the form duly completed and signed? Guidance Document for the Calculation of Local Content attached for information purposes?	Yes		No	
MBD 8 (Declaration of Past Supply Chain Practices) - Is the form duly completed and signed?	Yes		No	
MBD 9 (Certificate of Independent Bid Determination) - Is the form duly completed and signed?	Yes		No	
MBD 10 (Certificate of Payment of Municipal Accounts) - Is the form duly completed and signed? Are the Identity numbers, residential addresses and municipal account numbers of ALL members, partners, directors, etc. provided on the form as requested?	Yes		No	
OHSA (Occupational Health and Safety) - Is the form duly completed and signed? Is a valid Letter of Good Standing from the Compensation Commissioner attached?	Yes		No	
Form of Indemnity - Is the form duly completed and signed?	Yes		No	
Pricing Schedule - Is the form duly completed and signed?	Yes		No	
Declaration by Tenderer - Is the form duly completed and signed?	Yes		No	



SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			



5. VIRTUAL CLARIFICATION MEETING CERTIFICATE

I / We*, the undersigned, certify that I / we* have examined the Site for the Works and its surroundings for which I / we* am / are* submitting this Tender and have, as far as practicable possible, familiarized myself / ourselves* with all information, risks, contingencies and other circumstances which may influence or affect my / our* tender.

* Delete whichever is inapplicable

NAME & SURNAME			
CAPACITY			
NAME OF FIRM			
ADDRESS			
TELEPHONE NO		FAX NO:	
E-MAIL		SIGNATURE	

NB: Please note that no latecomers will be allowed.

*For all compulsory briefing sessions/site meetings/clarification meetings, bids received from interested bidders that did not attend the meeting or arrived later than predetermined date and time, will be **disqualified***

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			



6. AUTHORITY TO SIGN A BID

1. SOLE PROPRIETOR (SINGLE OWNER BUSINESS) AND NATURAL PERSON

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

OR

1.2. I, _____, the undersigned, hereby confirm that I am submitting this tender in my capacity as natural person.

SIGNATURE:		DATE:	
PRINT NAME:			
WITNESS 1:		WITNESS 2:	

2. COMPANIES AND CLOSE CORPORATIONS

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

2.2. In the case of a **CLOSE CORPORATION (CC)** submitting a bid, **a resolution by its members**, authorizing a member or other official of the corporation to sign the documents on their behalf, **shall be included with the bid**.

PARTICULARS OF RESOLUTION BY BOARD OF DIRECTORS OF THE COMPANY/MEMBERS OF THE CC

Date Resolution was taken	
Resolution signed by (name and surname)	
Capacity	
Name and surname of delegated Authorised Signatory	
Capacity	
Specimen Signature	

Full name and surname of ALL Director(s) / Member (s)

1.		2.	
3.		4.	
5.		6.	
7.		8.	
9.		10.	

Is a CERTIFIED COPY of the resolution attached?	YES		NO	
--	------------	--	-----------	--

SIGNED ON BEHALF OF COMPANY / CC:		DATE:	
PRINT NAME:			
WITNESS 1:		WITNESS 2:	



3. PARTNERSHIP

We, the undersigned partners in the business trading as _____ hereby authorize Mr/Ms _____ to sign this bid as well as any contract resulting from the bid and any other documents and correspondence in connection with this bid and /or contract for and on behalf of the abovementioned partnership.

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

Full name of partner		Signature	
SIGNED ON BEHALF OF PARTNERSHIP:		DATE:	
PRINT NAME:			
WITNESS 1:		WITNESS 2:	

4. CONSORTIUM

We, the undersigned consortium partners, hereby authorize _____ (Name of entity) to act as lead consortium partner and further authorize Mr./Ms. _____ To sign this offer as well as any contract resulting from this tender and any other documents and correspondence in connection with this tender and / or contract for and on behalf of the consortium.

The following particulars in respect of each consortium member must be provided and signed by each member:

Full Name of Consortium Member	Role of Consortium Member	% Participation	Signature
SIGNED ON BEHALF OF PARTNERSHIP:		DATE:	
PRINT NAME:			
WITNESS 1:		WITNESS 2:	



7. CERTIFICATE OF AUTHORITY FOR JOINT VENTURES

This returnable schedule is to be completed by JOINT VENTURES

We, the undersigned, are submitting this tender offer in joint venture and hereby authorize Mr./Ms. _____
authorized signatory of the Company/Close Corporation/Partnership (name) _____,
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.

(i) Name of firm (Lead partner)			
Address			
		Tel. No.	
Signature		Designation	

(ii) Name of firm			
Address			
		Tel. No.	
Signature		Designation	

(iii) Name of firm			
Address:			
		Tel. No.	
Signature		Designation	

(iv) Name of firm			
Address			
		Tel. No.	
Signature		Designation	

NOTE: A copy of the Joint Venture Agreement showing clearly the percentage contribution of each partner to the Joint Venture, shall be appended to this Schedule.



8. GENERAL CONDITIONS OF CONTRACT – GOVERNMENT PROCUREMENT

1. DEFINITIONS

The following terms shall be interpreted as indicated:

- 1.1. "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
- 1.2. "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.3. "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
- 1.4. "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
- 1.5. "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally
- 1.6. "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 1.7. "Day" means calendar day.
- 1.8. "Delivery" means delivery in compliance of the conditions of the contract or order.
- 1.9. "Delivery ex stock" means immediate delivery directly from stock actually on hand
- 1.10. "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
- 1.11. "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
- 1.12. "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable.
- 1.13. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.14. "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.15. "GCC" means the General Conditions of Contract.
- 1.16. "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.17. "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.



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- 1.18. "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.19. "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.20. "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.21. "Project site" where applicable, means the place indicated in bidding documents.
- 1.22. "Purchaser" means the organization purchasing the goods.
- 1.23. "Republic" means the Republic of South Africa.
- 1.24. "SCC" means the Special Conditions of Contract.
- 1.25. "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.26. "Supplier" means the successful bidder who is awarded the contract to maintain and administer the required and specified service(s) to the State.
- 1.27. "Tort" means in breach of contract.
- 1.28. "Turnkey" means a procurement process where one service provider assumes total responsibility for all aspects of the project and delivers the full end product / service required by the contract.
- 1.29. "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.

2. Application

- 2.1. These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2. Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3. Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

- 3.1. Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2. Invitations to bid are usually published in locally distributed news media and on the municipality / municipal entity website.

4. Standards

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

5. Use of contract documents and information; inspection.

- 5.1. The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.
- 5.2. The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.



- 5.3. Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
- 5.4. The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent rights

- 6.1. The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.
- 6.2. When a supplier developed documentation / projects for the municipality / municipal entity, the intellectual, copy and patent rights or ownership of such documents or projects will vest in the municipality / municipal entity.

7. Performance security

- 7.1. Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
- 7.2. The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3. The performance security shall be denominated in the currency of the contract or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
- 7.3.1. bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
- 7.3.2. a cashier's or certified cheque
- 7.4. The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified.

8. Inspections, tests and analyses

- 8.1. All pre-bidding testing will be for the account of the bidder.
- 8.2. If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspections tests and analysis, the bidder or contractor's premises shall be open, at all reasonable hours, for inspection by a representative of the purchaser or an organization acting on behalf of the purchaser.
- 8.3. If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4. If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the goods to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5. Where the goods or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such goods or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6. Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.



- 8.7. Any contract goods may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected goods shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with goods which do comply with the requirements of the contract. Failing such removal the rejected goods shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute goods forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected goods, purchase such goods as may be necessary at the expense of the supplier.
- 8.8. The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 22 of GCC.

9. Packing

- 9.1. The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 9.2. The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, and in any subsequent instructions ordered by the purchaser.

10. Delivery

Delivery of the goods shall be made by the supplier in accordance with the documents and terms specified in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified.

11. Insurance

The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified.

12. Transportation

Should a price other than an all-inclusive delivered price be required, this shall be specified.

13. Incidental

- 13.1. The supplier may be required to provide any or all of the following services, including additional services, if any:
- 13.1.1. performance or supervision of on-site assembly and/or commissioning of the supplied goods;
 - 13.1.2. furnishing of tools required for assembly and/or maintenance of the supplied goods;
 - 13.1.3. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
 - 13.1.4. performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
 - 13.1.5. training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.
- 13.2. Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.



14. Spare parts

- 14.1. As specified, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:
- 14.1.1. such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and;
- 14.1.2. in the event of termination of production of the spare parts:
- 14.1.2.1. advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
- 14.1.2.2. following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

- 15.1. The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
- 15.2. This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.
- 15.3. The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- 15.4. Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 15.5. If the supplier, having been notified, fails to remedy the defect(s) within the period specified, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. Payment

- 16.1. The method and conditions of payment to be made to the supplier under this contract shall be specified.
- 16.2. The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.
- 16.3. Payments shall be made by the purchaser **no later than thirty (30) days** after submission of an **invoice, statement** or claim by the supplier.
- 16.4. Payment will be made in Rand unless otherwise stipulated.

17. Prices

Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized or in the purchaser's request for bid validity extension, as the case may be.



18. Variation orders

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

19. Assignment

The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.

20. Subcontracts

The supplier shall notify the purchaser in writing of all subcontracts awarded under this contract, if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.

21. Delays in the supplier's performance

- 21.1. Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2. If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3. The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.
- 21.4. Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 22 without the application of penalties.
- 21.5. Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

21.6.

22. Penalties

Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.

23. Termination for default

- 23.1. The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
 - 23.1.1. if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
 - 23.1.2. if the Supplier fails to perform any other obligation(s) under the contract; or



- 23.1.3. if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 23.2. In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.
- 23.3. Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.
- 23.4. If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the supplier as having no objection and proceed with the restriction.
- 23.5. Any restriction imposed on any person by the purchaser will, at the discretion of the purchaser, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the purchase actively associated.
- 23.6. If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
- 23.6.1. the name and address of the supplier and / or person restricted by the purchaser;
- 23.6.2. the date of commencement of the restriction
- 23.6.3. the period of restriction; and
- 23.6.4. the reasons for the restriction.
- These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.
- 23.7. If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

24. Anti-dumping and countervailing duties and rights

When, after the date of bid, provisional payments are required, or antidumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.

25. Force Majeure

- 25.1. Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.



- 25.2. If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. Termination for insolvency

The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.

27. Settlement of Disputes

- 27.1. If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2. If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3. Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4. Notwithstanding any reference to mediation and/or court proceedings herein,
- 27.4.1. the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
- 27.4.2. the purchaser shall pay the supplier any monies due for goods delivered and / or services rendered according to the prescripts of the contract.

28. Limitation of liability

- 28.1. Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6;
- 28.1.1. the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and
- 28.1.2. the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment

29. Governing language

The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.

30. Applicable law

The contract shall be interpreted in accordance with South African laws, unless otherwise specified.

31. Notices

- 31.1. Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice
- 31.2. The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.



32. Taxes and duties

- 32.1. A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2. A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3. No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid SARS must have certified that the tax matters of the preferred bidder are in order.
- 32.4. No contract shall be concluded with any bidder whose municipal rates and taxes and municipal services charges are in arrears.

33. Transfer of contracts

The contractor shall not abandon, transfer, cede, assign or sublet a contract or part thereof without the written permission of the purchaser.

34. Amendment of contracts

No agreement to amend or vary a contract or order or the conditions, stipulations or provisions thereof shall be valid and of any force unless such agreement to amend or vary is entered into in writing and signed by the contracting parties. Any waiver of the requirement that the agreement to amend or vary shall be in writing, shall also be in writing.

35. Prohibition of restrictive practices.

- 35.1. In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder(s) is / are or a contractor(s) was / were involved in collusive bidding.
- 35.2. If a bidder(s) or contractor(s) based on reasonable grounds or evidence obtained by the purchaser has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in section 59 of the Competition Act No 89 Of 1998.
- 35.3. If a bidder(s) or contractor(s) has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.

General Conditions of Contract (revised July 2010)



9. GENERAL CONDITIONS OF TENDER

1. Sealed tenders, with the **“Tender Number and Title”** clearly endorsed on the envelope, must be deposited in the **tender box** at the offices of the Stellenbosch Municipality, Plein Street, Stellenbosch.
2. The tender must be lodged by the Tenderer in the tender box in the Main Hall Entrance, Stellenbosch Municipal Offices, Plein Street, Stellenbosch

PLEASE NOTE:

- 2.1. Tenders that are deposited in the incorrect box will not be considered.
 - 2.2. Mailed, telegraphic or faxed tenders will not be accepted.
 - 2.3. Documents may only be completed in non-erasable ink.
 - 2.4. The use of correction fluid/tape is not allowed.
 - 2.4.1. In the event of a mistake having been made, it shall be crossed out in ink and be accompanied by an initial at each and every alteration.
 - 2.4.2. Alterations or deletions not signed by the Tenderer may render the tender invalid.
 - 2.5. All bids must be submitted in writing on the official forms supplied (not to be re-typed)
 - 2.6. All prices shall be quoted in South African currency and be **INCLUSIVE of VAT**.
3. **Where the value of an intended contract will exceed R1 000 000, 00 (R1 million) it is the bidder’s responsibility to be registered with the South African Revenue Service (SARS) for VAT purposes in order to be able to issue tax invoices. The municipality will deem the price above R 1 000 000,00 (R1 million) to be VAT inclusive even if it is indicated that no VAT is charged. Please insure that provision is made for VAT in these instances.**
 - 3.1 It is a requirement of this contract that the amount of value-added tax (VAT) must be shown clearly on each invoice.
 - 3.2 The amended Value-Added Tax Act requires that a Tax Invoice for supplies in excess of R3 000 should, in addition to the other required information, also disclose the VAT registration number of the recipient, with effect from 1 March 2005. The VAT registration number of the Stellenbosch Municipality is **4700102181**.
 - 3 Any Tender received after the appointed time for the closing of Tenders shall not be considered but shall be filed unopened with the other Tenders received or may be returned to the Tenderer at his request.
 - 4 Tenders may not be telefaxed to the Municipality and therefore any tenders received by fax will **not** be considered.
 - 5 Tenders shall be opened in public at the Stellenbosch Municipal Offices as soon as possible after the closing time for the receipt of tenders.
 - 6 The Municipality shall have the right to summarily disqualify any Tenderer who, either at the date of submission of this tender or at the date of its award, is indebted to the Municipality in respect of any rental, levies, rates and/or service charges; ALTERNATIVELY;
 - 6.1 That an agreement be signed whereby the Tenderer agrees that a percentage or fixed amount at the discretion of the Municipality, be deducted from payments due to him for this tender, until the debt is paid in full.
 - 6.2 The tenderer shall declare **all** the Municipal account numbers in the Stellenbosch Area for which the enterprise or the proprietors or directors in their personal capacity is/ are responsible or co-responsible.



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7 This bid will be evaluated and adjudicated according to the following criteria:

- 7.1 Relevant specifications
- 7.2 Value for money
- 7.3 Capability to execute the contract
- 7.4 PPPFA & associated regulations

8 Service Level Agreement

The award of the tender is subject to the signing of a Service Level Agreement (SLA) between the successful bidder and Stellenbosch Municipality.

9 Centralised Supplier Database

No Bids will be awarded to a bidder who is not registered on the Centralised Supplier Database (CSD).

The CSD supplier number starting with (MAAA) number is automatically generated by the Central Database System after successful registration and validation of a prospective service provider. This number is now a mandatory requirement, as referred to in regulation 14(1) (b) of the Municipal Supply Chain Management Regulations, as part of the listing criteria for accrediting a prospective service provider. Prospective suppliers should self – register on the CSD website at www.csd.gov.za Registration on the CSD will be compulsory in order to conduct business with the STELLENBOSCH MUNICIPALITY. Registration can be done by contacting 021 808 8594 or Nicolene.Hamilton@stellenbosch.gov.za

Centralised Supplier Database No. MAAA.....



10. MBD 4 – DECLARATION OF INTEREST

1. No bid will be accepted from persons in the service of the state¹.
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 and/or take an oath declaring his/her interest.
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, shareholder ² etc.)				
3.4.	Company Registration Number				
3.5.	Tax Reference Number				
3.6.	VAT Registration Number				
3.7.	Are you presently in the service of the state?	YES		NO	
3.7.1.	If so, furnish particulars:				
3.8.	Have you been in the service of the state for the past twelve months?	YES		NO	
3.8.1.	If so, furnish particulars:				
3.9.	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	

¹ MSCM Regulations: “in the service of the state” means to be –

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

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



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3.9.1.	If so, furnish particulars:				
3.10.	Are you aware of any relationship (family, friend, other) between a 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	
3.10.1.	If so, furnish particulars:				
3.11.	Are any of the company's directors, managers, principal shareholders or stakeholders in the service of the state?	YES		NO	
3.11.1.	If so, furnish particulars:				
3.12.	Is any spouse, child or parent of the company's directors, managers, principal shareholders or stakeholders in the service of the state?	YES		NO	
3.12.1.	If so, furnish particulars:				
3.13.	Do you or any of the directors, trustees, managers, principal 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	
3.13.1.	If so, furnish particulars:				



3.14.	Please provide the following information on ALL directors/shareholders/trustees/members below:		
Full Name and Surname	Identity Number	Personal Income Tax Number	Provide State ³ Employee Number

NB:

a) PLEASE ATTACH CERTIFIED COPY(IES) OF ID DOCUMENT(S)
 b) PLEASE PROVIDE PERSONAL INCOME TAX NUMBERS FOR ALL DIRECTORS / SHAREHOLDERS / TRUSTEES / MEMBERS, ETC.

4. DECLARATION

I, the undersigned (name) _____, certify that the information furnished in paragraph 3 above is correct.
 I accept that the state may act against me should this declaration prove to be false.

SIGNATURE		DATE	
NAME OF SIGNATORY			
POSITION			
NAME OF COMPANY			

³ 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. an executive member of the accounting authority of any national or provincial public entity; or
- f. an employee of Parliament or a provincial legislature.



11. MBD6.1 – PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017 – PURCHASES/SERVICES 80/20

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).

a) The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable; or

1.2 Points for this bid shall be awarded for:

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

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

	POINTS
1.1.1. Price	80
1.1.2. B-BBEE status level of contribution	20
Total points for Price and B-BBEE must not exceed	100

1.4 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor 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 **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;

2.2 **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;

2.3 **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;

2.4 **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003); as amended by Act No. 46 of 2013; (this was added by us)

2.5 **“EME”** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic



Empowerment Act;

- 2.6 **“functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- 2.7 **“prices”** includes all applicable taxes less all unconditional discounts;
- 2.8 **“proof of B-BBEE status level of contributor”** means:
 - 2.8.1 B-BBEE Status level certificate issued by an authorized body or person;
 - 2.8.2 A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
 - 2.8.3 Any other requirement prescribed in terms of the B-BBEE Act;
- 2.9 **“QSE”** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- 2.10 **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

3. POINTS AWARDED FOR PRICE

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

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

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

Where:

- Ps = Points scored for price of bid under consideration
- Pt = Price of bid under consideration
- Pmin = Price of lowest acceptable bid

4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTION

- 4.1 In terms of Regulation 6 (2) and 7 (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-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0



5. BID DECLARATION

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

6. B -BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1

6.1 B-BBEE Status Level of Contributor: =(maximum of 10 or 20 points)
 (Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or a sworn affidavit.

7. SUB-CONTRACTING

7.1 Will any portion of the contract be sub-contracted? <i>(Tick applicable box)</i>	YES		NO	
7.1.1 If yes, indicate:				
7.1.1.1 what percentage of the contract will be subcontracted?				%
7.1.1.2 the name of the sub-contractor?				
7.1.1.3 the B-BBEE status level of the sub-contractor?				
7.1.1.4 whether the sub-contractor is an EME or QSE? <i>(Tick applicable box)</i>	YES		NO	

7.1.1.5 Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations, 2017:

Designated Group: An EME or QSE which is at least 51% owned by:	EME √	QSE √
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		



8. DECLARATION WITH REGARD TO COMPANY/FIRM

8.1 Name of Company/firm:		
8.2 VAT registration number		
8.3 Company registration number		
8.4 Type of Company/Firm: (Tick applicable box)	Partnership / Joint Venture / Consortium	<input type="checkbox"/>
	One person business / sole proprietor	<input type="checkbox"/>
	Close Corporation	<input type="checkbox"/>
	Company	<input type="checkbox"/>
	(Pty) Limited	<input type="checkbox"/>
8.5 Describe Principal Business Activities		
8.6 Company Classification (Tick applicable box)	Manufacturer	<input type="checkbox"/>
	Supplier	<input type="checkbox"/>
	Professional service provider	<input type="checkbox"/>
	Other service providers, e.g. transporter, etc.	<input type="checkbox"/>
8.7 Municipal Information		
Municipality where business is situated:		
Registered Account Number:		
Stand Number:		
8.8 Total Number of years the Company/Firm has been in business:		



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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 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:
- 9.1 The information furnished is true and correct;
- 9.2 The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form.
- 9.3 In the event of a contract being awarded as a result of points claimed as shown in paragraph 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- 9.4 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 –
- 9.4.1 disqualify the person from the bidding process;
- 9.4.2 recover costs, losses or damages it has incurred or suffered as a result of that person’s conduct;
- 9.4.3 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;
- 9.4.4 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
- 9.4.5 forward the matter for criminal prosecution

SIGNATURE OF BIDDER(S):			
WITNESS 1:		WITNESS 2:	
DATE:			
ADDRESS:			



12. MBD 6.2 – DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

This Municipal Bidding Document (MBD) 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 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:

MELLAMINE ITEMS

#	Description of services, works or goods	Stipulated minimum threshold as a %
	Folding Training Tables with laminated Melamine top and steel frame	70%
	Steel frame desk with modesty panel Melamine top	70%
	Melamine 3 drawer mobile pedestal	70%
	Melamine sliding door credenza	70%
	Melamine Systems Cabinets with 2 doors	70%
	Roller Shutter door Padenza with 4 drawer	70%
	2 Tier open bookcase	70%
	3 Tier open bookcase	70%
	5 Tier open bookcase	70%
	4 drawer filing cabinet with central lock – Melamine	70%
	Melamine Round conference table with dome base	70%
	Melamine Boardroom tables with steel frames	70%
	Melamine Server Unit with 4 hinged doors	70%
	Melamine Server Unit with 6 hinged doors	70%
	Melamine desk with modesty panel and melamine panel legs	70%
	Melamine Cluster desk	70%
	Melamine L-Extension	70%
	Melamine Cluster 4 desks unit	70%
	Melamine Barrel/Rectangular shape boardroom table with silver/black pole legs	70%
	Melamine Training Tables with wheels	70%
	Mobile Lectern, Melamine	70%
	Melamine L shape Reception unit	70%
	Coffee Table - Melamine	90%



VENEER ITEMS

#	Description of services, works or goods	Stipulated minimum threshold as a %
	Cherry Veneer Boardroom Table	90%
	Cherry Veneer Desk with modesty panel	90%
	4 Seater table with square top, 4 leg base, Veneer	90%
	6 Seater table with rectangular top, panel legs with modesty, Veneer	90%
	Cherry Veneer Coffee Table	90%

MISCELLANEOUS ITEMS

#	Description of services, works or goods	Stipulated minimum threshold as a %
	Steel Folding Training Tables	100%
	Draughtsman Chair	65%
	Steel waste bins	100%
	Steel Shelving	100%
	Side Training Chairs	100%
	4 drawer filing cabinet with central lock	100%
	Stationary Steel Cupboards	100%
	High Back Chair with lumbar support	65%
	Banquet chairs	100%
	Upholstered Tub chair - Single	90%
	Upholstered Tub chair - Double	90%
	Patio Arm Chair with cushion	90%
	Canteen square table	100%
	Canteen Aluminum Chair	100%
	Round Ottoman	90%
	Chrome Hat and Coat Stand	100%
	Flatbed Trolley	100%
	Tea Trolley	100%

Please submit also letters of exemption from dti if local content is not between 65% and 100%.

Please ensure that you put all the items on Annexure C on which you make an offer.

3. Does any portion of the goods or services offered have any imported content?
 (*Tick applicable box*)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------



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

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.

SIGNATURE OF BIDDER(S):			
WITNESS 1:		WITNESS 2:	
DATE:			
ADDRESS:			



**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 TENDER NO. TENDER BSM 21/21: SUPPLY, DELIVERY AND FIT OF OFFICE FURNITURE AT STELLENBOSCH MUNICIPALITY (WC024) PERIOD ENDING 30 JUNE 2023, ISSUED BY STELLENBOSCH MUNICIPALITY.

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	



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

	SIGNATURE	DATE
TENDERER:		
WITNESS No. 1:		
WITNESS No. 2:		



ANNEXURE C	SATS 1286.2011
Local Content Declaration – Summary Schedule	

(C1) Tender No.			
(C2) Tender Description			
(C3) Designated product(s)			
(C4) Tender Authority			
(C5) Name of Tendering Entity			
(C6) Tender Exchange Rate	Currency		Rate
(C7) Specified local content %			

NOTE: VAT to be excluded from all calculations

		Calculation of local content					
Tender Item No's	List of Items	Tender Price – each	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)
1.	Folding Training Tables with laminated Melamine top and steel frame						
2.	Steel frame desk with modesty panel Melamine top						
3.	Melamine 3 drawer mobile pedestal						
4.	Melamine sliding door credenza						
5.	Melamine Systems						

Tender summary			
Tender Quantity	Total tender value	Total exempted imported content	Total imported content
(C16)	(C17)	(C18)	(C19)



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	Cabinets with 2 doors												
6.	Roller Shutter door Padenza with 4 drawer												
7.	2 Tier open bookcase												
8.	3 Tier open bookcase												
9.	5 Tier open bookcase												
10	4 drawer filing cabinet with central lock – Melamine												
11	Melamine Round conference table with dome base												
12	Melamine Boardroom tables with steel frames												
13	Melamine Server Unit with 4 hinged doors												
14	Melamine Server Unit with 6 hinged doors												
15	Steel frame desk with modesty panel												
16	Melamine desk with modesty panel and melamine panel legs												
17	Melamine Cluster desk												
18	Melamine L-Extension												
19	Melamine Cluster 4												



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	desks unit												
20	Melamine Barrel/Rectangular shape boardroom table with silver/black pole legs												
21	Melamine Barrel/Rectangular shape boardroom table with silver/black pole legs												
22	Melamine Barrel/Rectangular shape boardroom table with silver/black pole legs												
23	Melamine Training Tables with wheels												
24	Mobile Melamine Lectern,												
25	Melamine L shape Reception unit												
26	Coffee Table - Melamine												
27	Coffee Table - Melamine												
28	Cherry Veneer Boardroom Table												
29	Cherry Veneer Barrel shape Boardroom Table with titan mahogany veneer legs												
30	Cherry Veneer Barrel/Rectangular												



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	shape Boardroom Table with titan mahogany veneer legs								
31	Cherry Veneer Barrel/Rectangular shape Boardroom Table with titan mahogany veneer legs								
32	Cherry Veneer Desk with modesty panel								
33	4 Seater table with square top, 4 leg base, Veneer								
34	6 Seater table with rectangular top, panel legs with modesty, Veneer								
35	Cherry Veneer Coffee Table								
36	Cherry Veneer Coffee Table								
37	Steel Folding Training Tables								
38	Draughtsman Chair								
39	Steel waste bins								
40	Steel Shelving								
41	Side Training Chairs								
42	4 drawer filing cabinet with central lock								
43	Stationary Steel								



	Cupboards								
44	High Back Chair								
45	High Back Chair								
46	High Back Chair with lumbar support								
47	Fabric Upholstered Boardroom chairs								
48	Upholstered Tub chair - Single								
49	Upholstered Tub chair - Double								
50	Patio Arm Chair with cushion								
51	Canteen square table								
52	Canteen Aluminum Chair								
53	Round Ottoman								
54	Chrome Hat and Coat Stand								
55	Flatbed Trolley								
56	Tea Trolley								

(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 AS PER LOCAL CONTENT DECLARATION

DATE

Attach additional pages if more space is required



ANNEXURE D - Continued

SATS 1286.2011

Imported Content Declaration – Supporting Schedule to Annexure C

NOTE: VAT to be excluded from all calculations

C. Imported by a 3 rd 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	Quantity imported	Total imported value
(D33)	(D34)	(D35)	(D36)	(D37)	(D38)	(D39)	(D40)	(D41)	(D42)	(D43)	(D44)
										(D45) Total imported value by 3 rd party	

D. Other foreign currency payments			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	Local value of payments	
(D46)	(D47)	(D48)	(D49)	(D50)	(D51)	
					(D52) Total of foreign currency payments declared by tenderer and/or 3 rd party	
					(D53) Total o imported content and foreign currency payments – (D32), (D45) and (D52) above	

This total must correspond with Annex C – (C23)

SIGNATURE OF TENDERER AS PER LOCAL CONTENT DECLARATION

DATE



ANNEX E	SATS 1286.2011
Local content Declaration – Summary Schedule	

(E1) Tender No.		NOTE: VAT to be excluded from all calculations
(E2) Tender Description		
(E3) Designated product(s)		
(E4) Tender Authority		
(E5) Tendering Entity's Name		

LOCAL PRODUCTS (Goods, Services and Works)		
Description of items purchased	Local suppliers	Value
(E6)	(E7)	(E8)
(E9) Total local products (Goods, service and works)		

(E10) Manpower costs (Tenderer's own manpower cost)

(E11) Factory overheads (Rental, depreciation & amortization, utility costs, consumables, etc.)

(E12) Administration overheads and mark-up (Marketing, insurance, financing interest, etc.)

(E13) Total local content

This total must correspond with Annex C – C24

 SIGNATURE OF TENDERER AS PER LOCAL CONTENT DECLARATION

 DATE



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13. MBD 8 – DECLARATION OF BIDDER’S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

1. This Municipal Bidding Document must form part of all bids invited.
2. It serves as a declaration to be used by municipalities and municipal entities in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
3. The bid of any bidder may be rejected if that bidder, or any of its directors have:
 - 3.1. abused the municipality’s / municipal entity’s supply chain management system or committed any improper conduct in relation to such system;
 - 3.2. been convicted for fraud or corruption during the past five years;
 - 3.3. willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
 - 3.4. 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.

4.1	Is the bidder or any of its directors listed on the National Treasury’s database as a company or person prohibited from doing business with the public sector? <i>(Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the audi alteram partem rule was applied).</i>	Yes	No
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? <i>(To access this Register enter the National Treasury’s website, www.treasury.gov.za, click on the icon “Register for Tender Defaulters” or submit your written request for a hard copy of the Register to facsimile number (012) 3265445).</i>	Yes	No
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes	No



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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	No
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes	No
4.5.1	If so, furnish particulars:		

5. CERTIFICATION

I, the undersigned (full name), _____, certify that the information furnished on this declaration form true and correct.

I accept that, in addition to cancellation of a contract, action may be taken against me should this declaration prove to be false.

SIGNATURE:		NAME (PRINT):	
CAPACITY:		DATE:	
NAME OF FIRM:			



14. MBD 9 – CERTIFICATE OF INDEPENDENT BID DETERMINATION

1. This Municipal Bidding Document (MBD) must form part of all bids 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).⁴ 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:
 - 3.1. take all reasonable steps to prevent such abuse;
 - 3.2. 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
 - 3.3. 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:

CERTIFICATE OF INDEPENDENT BID DETERMINATION:

In response to the invitation for the bid made by:

STELLENBOSCH MUNICIPALITY

I, the undersigned, in submitting the accompanying bid, hereby make the following statements that I certify to be true and complete in every respect:

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:
 - 5.1. has been requested to submit a bid in response to this bid invitation;

⁴ 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.



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- 5.2. could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
- 5.3. 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 consortium⁵ 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:
 - 7.1. prices;
 - 7.2. geographical area where product or service will be rendered (market allocation)
 - 7.3. methods, factors or formulas used to calculate prices;
 - 7.4. the intention or decision to submit or not to submit, a bid;
 - 7.5. the submission of a bid which does not meet the specifications and conditions of the bid; or
 - 7.6. 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		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			

⁵ Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.



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15. MBD 10 – CERTIFICATE FOR PAYMENT OF MUNICIPAL SERVICES

DECLARATION IN TERMS OF CLAUSE 112(1) OF THE MUNICIPAL FINANCE MANAGEMENT ACT (NO.56 OF 2003)

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

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

I further hereby certify that the information set out in this schedule and/or attachment(s) hereto is true and correct. The Tenderer acknowledges that failure to properly and truthfully complete this schedule may result in the tender being disqualified, and/or in the event that the tenderer is successful, the cancellation of the contract.

PHYSICAL BUSINESS ADDRESS(ES) OF THE TENDERER	MUNICIPAL ACCOUNT NUMBER

FURTHER DETAILS OF THE BIDDER’S Director / Shareholder / Partners, etc.:

Director / Shareholder / partner	Physical address of the Business	Municipal Account number(s)	Physical residential address of the Director / shareholder / partner	Municipal Account number(s)

NB: Please attach certified copy (ies) of ID document(s) and Municipal Accounts
If the entity or any of its Directors/Shareholders/Partners, etc. rents/leases premises, a copy of the rental/lease agreement must be submitted with this tender.

Signature	Position	Date



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16. COMPENSATION FOR OCCUPATIONAL INJURIES AND DISEASES ACT, 1993 (ACT 130 OF 1993)

COMPENSATION FOR OCCUPATIONAL INJURIES AND DISEASES ACT, 1993 (ACT 130 OF 1993)

Stellenbosch Municipality has legal duty in terms of Section 89 of the said Act to ensure that all contractors with whom agreements are entered into for the execution of work are registered as employers in accordance with the provisions of this Act and that all the necessary assessments have been paid by the contractor.

In order to enter into this agreement, the following information is needed regarding the above-mentioned:

Contractor's registration number with the office of the Compensation Commissioner:	
--	--

NOTE:

A copy of the latest receipt together with a copy of the relevant assessment OR a copy of a valid Letter of Good Standing must be handed in, in this regard.

PRINT NAME:			
CAPACITY:		Name of firm	
SIGNATURE:		DATE:	



17. FORM OF INDEMNITY

INDEMNITY

Given by (Name of Company) _____
of (registered address of Company) _____
a company incorporated with limited liability according to the Company Laws of the Republic of South Africa (hereinafter called the Contractor), represented herein by (Name of Representative) _____
_____ in his capacity as (Designation) _____
of the Contractor, is duly authorised hereto by a resolution dated _____ /20____,
to sign on behalf of the Contractor.

WHEREAS the Contractor has entered into a Contract dated _____ / 20____,
with the Municipality who require this indemnity from the Contractor.

NOW THEREFORE THIS DEED WITNESSES that the Contractor does hereby indemnify and hold harmless the Municipality in respect of all loss or damage that may be incurred or sustained by the Municipality by reason of or in any way arising out of or caused by operations that may be carried out by the Contractor in connection with the aforementioned contract; and also in respect of all claims that may be made against the Municipality in consequence of such operations, by reason of or in any way arising out of any accidents or damage to life or property or any other cause whatsoever; and also in respect of all legal or other expenses that may be incurred by the Municipality in examining, resisting or settling any such claims; for the due performance of which the Contractor binds itself according to law.

SIGNATURE OF CONTRACTOR:	
DATE:	
SIGNATURE OF WITNESS 1:	
DATE:	
SIGNATURE OF WITNESS 2:	
DATE:	



PART B – SPECIFICATIONS AND PRICING SCHEDULE



18. SPECIFICATIONS

1. BACKGROUND

Identification of needs

2. SCOPE OF WORK

The scope of work includes:-

- Supply, delivery and installation of office furniture at various offices of Stellenbosch Municipality;
- Manufacturing, supply, delivery and fit of office furniture for Stellenbosch Municipality for the period ending 30 June 2023.

3. GENERAL

1. Completion period: 6-8 weeks, after the official order was received.
2. All the furniture must have a minimum of 24 months warrantee.

PRINT NAME:			
CAPACITY:		Name of firm	
SIGNATURE:		DATE:	



4. SPECIFICATIONS

MELLAMINE ITEMS (1-27)

No.	Description	Sizes
1.	Folding Training Tables Colour: Cherry/Oak Melamine 32mm Laminated Melamine top and steel frame Light grey steel powder coating frame 	1800MMX450MM
2.	Steel frame desk with modesty panel Colour: Cherry/Oak Melamine Light grey steel powder coating frames 	1200MMX750MM
3.	3 drawer mobile pedestal Pen & Pencil, 2 standard drawers, 1 deep filer drawer, including 500mm top Colour: Cherry/Oak Melamine 	

PRINT NAME:			
CAPACITY:		Name of firm	
SIGNATURE:		DATE:	



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4.	Sliding door credenza Shelves included Lockable Colour: Cherry/Oak Melamine 	900MMX600MM
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No.	Description	Sizes
5.	Systems Cabinets with 2 doors 3 Adjustable shelves Colour: Cherry/Oak Melamine	1500mm(H) x 900mm(W)
6.	Roller Shutter door Padenza with 4 drawers – LHS/RHS Colour: Cherry/Oak Melamine	1300mm x 600mm
7.	2 Tier open bookcase Colour: Cherry/Oak Melamine	
8.	3 Tier open bookcase Colour: Cherry/Oak Melamine	
9.	5 Tier open bookcase Colour: Cherry/Oak Melamine	
10.	4 drawer filing cabinet with central lock Colour: Cherry/Oak Melamine	
11.	Melamine Round Conference Table with dome base 6 seater Colour: Cherry/Oak Melamine	1500mm diameter

PRINT NAME:			
CAPACITY:		Name of firm	
SIGNATURE:		DATE:	



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<p>12.</p>	<p>Boardroom tables with steel frames Colour: Cherry/Oak Melamine Light grey steel powder coating frames</p> 	<p>3600mmx1400mm</p>
<p>13.</p>	<p>Server Unit with 4 hinged doors Colour: Cherry/Oak Melamine</p> 	<p>1600mm x 600mm</p>
<p>14.</p>	<p>Server Unit with 6 hinged doors Colour: Cherry/Oak Melamine</p> 	<p>2000mm x 600mm</p>
<p>15.</p>	<p>Steel frame desk with modesty panel Colour: Cherry/Oak Melamine Light grey steel powder coating</p>	<p>1600MMX750MM</p>

<p>PRINT NAME:</p>			
<p>CAPACITY:</p>		<p>Name of firm</p>	
<p>SIGNATURE:</p>		<p>DATE:</p>	



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<p>16.</p>	<p>Desk - Melamine Modesty Panel - Panel Legs</p> <p>Desk Extension- Pen and Pencil Drawer (4 Standard Drawers - 4 Deep Drawers)</p> <p>Colour: Cherry/Oak/ Mellamine</p> 	<p>1800mmx900mm</p> <p>1500Wx600D</p>
<p>17.</p>	<p>Melamine Cluster desk LHS / RHS</p> <p>Colour: Cherry/Oak Melamine</p>	<p>1600mm x</p> <p>1000mm</p>
<p>18.</p>	<p>Melamine L-Extension</p> <p>Colour: Cherry/Oak Melamine</p>	<p>1200mm x 600mm</p>

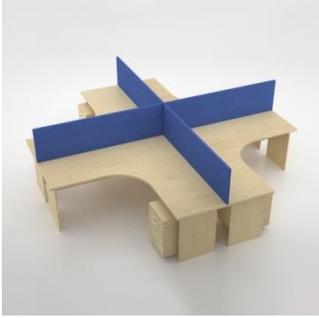
PRINT NAME:			
CAPACITY:		Name of firm	
SIGNATURE:		DATE:	



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<p>19.</p>	<p>Cluster 4 desks unit 32mm thick tops 4 Desk Base Screens in fabric 16mm thick panel legs 16mm thick modesty panels</p> <p>Colour: Cherry/Oak Melamine</p> 	<p>1600mm x 1600mm</p>
<p>20.</p>	<p>Melamine Barrel / Rectangular Shape Boardroom Table with silver/black pole legs 8 Seater Colour: Cherry/Oak Melamine</p>	<p>2400mm x 1200mm</p>
<p>21.</p>	<p>Melamine Barrel / Rectangular Shape Boardroom Table with silver/black pole legs 10 Seater Colour: Cherry/Oak Melamine</p>	
<p>22.</p>	<p>Melamine Barrel / Rectangular Shape Boardroom Table with silver/black pole legs 12 Seater Colour: Cherry/Oak Melamine</p>	

<p>PRINT NAME:</p>			
<p>CAPACITY:</p>		<p>Name of firm</p>	
<p>SIGNATURE:</p>		<p>DATE:</p>	



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<p>23.</p>	<p>Training Tables with Wheels 32mm folding top with chrome leg & lockable castors Colour: Cherry/Oak Melamine</p> 	<p>1600mmx600mm</p>
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<p>24.</p>	<p>Mobile Lectern Colour: Cherry/Oak/ Melamine</p>  <p>MOBILE Lecturn</p>	
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<p>PRINT NAME:</p>			
<p>CAPACITY:</p>		<p>Name of firm</p>	
<p>SIGNATURE:</p>		<p>DATE:</p>	



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<p>25.</p>	<p>L Shape Reception Unit</p> <ul style="list-style-type: none"> - 3 drawer Pedestal: 2 drawers and a deep filer - Colour: Cherry/Oak Melamine 	<p>1800mmx1800mm</p>
<p>26.</p>	<p>Melamine coffee table Colour: Cherry/Oak Melamine</p> 	<p>600mmx600mm</p>
<p>27.</p>	<p>Melamine coffee table Colour: Cherry/Oak Melamine</p> 	<p>1200mmx600mm</p>

<p>PRINT NAME:</p>			
<p>CAPACITY:</p>		<p>Name of firm</p>	
<p>SIGNATURE:</p>		<p>DATE:</p>	



veneER ITEMS (28-36)

No.	Description	Sizes
28.	Cherry Veneer Round Boardroom Table 6 Seater	1500mm diameter
29.	Cherry Veneer Barrel Shape Boardroom Table with titan mahogany veneer legs 8 Seater	2400mm x 1200mm
30.	CherryVeneer Barrel/ Rectangular Shape Boardroom Table with titan mahogany veneer legs 10 Seater	3000mm x 1400mm
31.	Cherry Veneer Barrel / Rectangular Shape Boardroom Table with titan mahogany veneer legs 12 Seater	3400mm x 1400mm
32.	Desk - Cherry Veneer Modesty Panel - Panel Legs Desk Extension- Pen and Pencil Drawer (4 Standard Drawers - 4 Deep Drawers)	1800mmx900mm 1500Wx600D



PRINT NAME:			
CAPACITY:		Name of firm	
SIGNATURE:		DATE:	



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33.	4 Seater table with square top, 4 leg base Cherry Veneer	
34.	6 Seater table with rectangular top, panel legs with modesty Cherry Veneer	1600mmx1200mm
35.	Cherry Veneer coffee table 	600mmx600mm
36.	Cherry Veneer coffee table 	1200mmx600mm

PRINT NAME:			
CAPACITY:		Name of firm	
SIGNATURE:		DATE:	



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OTHER ITEMS (37-58)

No.	Description	Sizes
37.	Steel Folding Training Tables 	1890W X 760D
38.	Draughtsman Chair Swivel Mechanisms only; Black foot-ring, Nylon Base, No arms; Contract Black Fabric 	
39.	Steel waste bins 	

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<p>40.</p>	<p>Steel shelving 5 shelves space</p> 	<p>2200mm(H)x 914(W)x350(D)</p>
<p>41.</p>	<p>Side Training Chair</p> <ul style="list-style-type: none"> - No arms - Polypropylene shell with anodized aluminum legs - Stackable - Feral Rubber Stoppers 	
<p>42.</p>	<p>4 drawer filing cabinet with central lock Steel</p>	<p>1320mmH x 470mmW x 630mmD</p>
<p>43.</p>	<p>Stationary Steel Cupboards Including 4 shelves</p>	<p>1800Hx900Wx 450D</p>
	<p>44. High Back Chair Swivel and Tilt Mechanism; Nylon Base; Seat and back upholstered in black contract fabric, 220kg capacity</p>	

<p>PRINT NAME:</p>			
<p>CAPACITY:</p>		<p>Name of firm</p>	
<p>SIGNATURE:</p>		<p>DATE:</p>	



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<p>45.</p>	<p>High Back Chair Swivel and Tilt Mechanism; Nylon Base; Seat and back upholstered in black bonded leather, 220kg capacity</p>	
<p>46.</p>	<p>High Back Chair with lumbar support Black mesh back Height-adjustable arms Adjustable head rest Seat side adjuster Adjustable lumbar support Mechanism: knee tilt synchro mechanism 5 position lock Weight Capacity: 120kg</p> 	
<p>47.</p>	<p>Fabric Upholstered Boardroom chairs <u>with</u> wooden strip -Cherry Veneer wood - Material: U & G Fabric - Design: Aswan</p> 	

PRINT NAME:			
CAPACITY:		Name of firm	
SIGNATURE:		DATE:	



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<p>48.</p>	<p>Single Tub Chair to be upholstered in: Material: U & G Fabric Design: Aswan Cherry veneer wooden legs</p> 	
<p>49</p>	<p>Tub double seater Material: U & G Fabric Design: Aswan Cherry Veneer wooden legs</p> 	
<p>50.</p>	<p>Patio Arm Chair with cushion - Croco Weave with fabric Cushion - Mahogany Wood Frame</p> 	<p>62cm(W)x70cm(D) x87cm(H)</p>

<p>PRINT NAME:</p>			
<p>CAPACITY:</p>		<p>Name of firm</p>	
<p>SIGNATURE:</p>		<p>DATE:</p>	



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<p>51.</p>	<p>Canteen Square Table 4 spoke base Rust Resistant</p> 	<p>800mmx800mm</p>
<p>52.</p>	<p>Canteen Aluminum Chair Rust Resistant</p> 	
<p>53.</p>	<p>Round Ottomans with wooden legs to be upholstered in: Hertex Design: Koolhide Colour: Taupe</p> 	<p>600mm W x 480mm H</p>
<p>54.</p>	<p>Chrome Hat and coat stand</p> 	<p>1720mm H</p>
<p>55.</p>	<p>Flatbed Trolley</p>	<p>630mm(L) x 150mm(W) x</p>

<p>PRINT NAME:</p>			
<p>CAPACITY:</p>		<p>Name of firm</p>	
<p>SIGNATURE:</p>		<p>DATE:</p>	



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		920mm(H)
<p>56.</p>	<p>Tea Trolley</p> <ul style="list-style-type: none"> - Stainless Steel Tubular Frame - Three tier stainless steel trays - Swivel castors - 100mm diameter 	
<p>57.</p>	<p>Binder</p>	<p>Bind Capacity: 450Sheets</p>
<p>58.</p>	<p>Laminators</p>	<p>Rollers: 6 Throat width : 320mm</p>

<p>PRINT NAME:</p>			
<p>CAPACITY:</p>		<p>Name of firm</p>	
<p>SIGNATURE:</p>		<p>DATE:</p>	



5. LOCAL LABOUR

6.1 MELLAMINE ITEMS

Description of services, works goods	Stipulated minimum threshold as a %
Folding Training Tables with laminated Melamine top and steel frame	70%
Steel frame desk with modesty panel Melamine top	70%
Melamine 3 drawer mobile pedestal	70%
Melamine sliding door cradenza	70%
Melamine Systems Cabinets with 2 doors	70%
Roller Shutter door Padenza with 4 drawer	70%
2 Tier open bookcase	70%
3 Tier open bookcase	70%
5 Tier open bookcase	70%
4 drawer filing cabinet with central lock – Melamine	70%
Melamine Round conference table with dome base	70%
Melamine Boardroom tables with steel frames	70%
Melamine Server Unit with 4 hinged doors	70%
Melamine desk with modesty panel and melamine panel legs	70%
Melamine Cluster desk	70%
Melamine L-Extension	70%
Melamine Cluster 4 desks unit	70%
Melamine Barrel/Rectangular shape boardroom table with silver/black pole legs	70%
Melamine Training Tables with wheels	70%
Mobile Lectern, Melamine	70%
Melamine L shape Reception unit	70%
Coffee Table - Melamine	90%

PRINT NAME:			
CAPACITY:		Name of firm	
SIGNATURE:		DATE:	



6.2 VENEER ITEMS

Cherry Veneer Boardroom Table	90%
Cherry Veneer Desk with modesty panel	90%
4 Seater table with square top, 4 leg base, Veneer	90%
6 Seater table with rectangular top, panel legs with modesty, Veneer	90%
Cherry Veneer Coffee Table	90%

6.3 MISCELLANOUS ITEMS

Steel Folding Training Tables	100%
Draughtsman Chair	65%
Midback Chair	65%
Steel waste bins	100%
Steel Shelving	100%
Side Training Chairs	100%
Stationary Steel Cupboards	100%
High Back Chair with lumbar support	65%
Banquet chairs	100%
Upholstered Tub chair - Single	90%
Upholstered Tub chair - Double	90%
Patio Arm Chair with cushion	90%
Canteen square table	100%
Canteen Aluminum Chair	100%
Round Ottoman	90%
Chrome Hat and Coat Stand	100%
Flatbed Trolley	100%
Tea Trolley	100%

6. MINIMUM REQUIREMENTS

Bidders must submit a minimum three (3) contactable references for projects of similar size and nature, successfully completed over the past 36 months.

Similar size and nature refers to the supply, delivery and fit of office furniture to a client to a value not less than R300 000.

PRINT NAME:			
CAPACITY:		Name of firm	
SIGNATURE:		DATE:	



7. EVALUATION

For the purpose of evaluation and awarding of tenders in relation to the Melamine (items 1-27) and Veneer Items (28-36) the service provider(s) scoring the highest points per category will be awarded as preferred bidder. Please note that, with regards to these two categories, i.e. Melamine and Veneer, the bidders **MUST** tender for all the items listed in these two categories to be regarded as compliant for these two categories.

Bidders that **do not tender for all the items** listed under Melamine and Veneer items will be regarded as non-responsive.

For the purposes of evaluation and awarding the other items (37-58), the bidder scoring the highest points **per item** will be appointed as preferred bidder(s) for those items.

Should the bidder (s) who scored the highest points fail supply the listed furniture, the bidder(s) who scored the second highest be appointed.

8. PRICING SCHEDULE

Kindly submit together with your tender document an electronic version (soft copy) either on a memory stick or a cd of your pricing schedule (excel spreadsheet). This will only be used for administrative purposes.

Should there be discrepancies between the two pricing schedules (hard and soft copies) your **hard copy** will prevail as the document for evaluation.

PRINT NAME:			
CAPACITY:		Name of firm	
SIGNATURE:		DATE:	



19. PRE-QUALIFICATION SCORE SHEET

MINIMUM REQUIREMENTS

Bidders must submit a minimum three (3) contactable references for projects of similar size and nature, successfully completed over the past 36 months.

Similar size and nature refers to the supply, delivery and fit of office furniture to a client to a value not less than R300 000

SIGNATURE (Bidder)		FOR OFFICE USE ONLY:	
CAPACITY		Evaluated by	
NAME OF FIRM		Signature:	
NAME (PRINT)		Designation:	
DATE		Date:	

PRINT NAME:			
CAPACITY:		Name of firm	
SIGNATURE:		DATE:	



20. SCHEDULE OF PLANT AND EQUIPMENT

The following are lists of major items of relevant equipment that I/we **presently** own or lease and will have available for this contract or will acquire or hire for this contract if my / our tender is accepted.

1. DETAILS OF MAJOR EQUIPMENT THAT IS OWNED BY AND IMMEDIATELY AVAILABLE FOR THIS CONTRACT.			
QUANTITY	DESCRIPTION	SIZE	CAPACITY

Attach additional pages if mores space is required.

2. DETAIL OF MAJOR EQUIPMENT THAT WILL BE HIRED, ORE ACQUIRED FOR THIS CONTRACT IF MY / OUR TENDER IS ACCEPTED.			
QUANTITY	DESCRIPTION,	SIZE	CAPACITY

Attach additional pages if mores space is required.

Number of sheets appended by the tenderer to this schedule (If nil, enter NIL)	
--	--

PRINT NAME:			
CAPACITY:		Name of firm	
SIGNATURE:		DATE:	



21. SCHEDULE OF WORK EXPERIENCE OF THE TENDERER – CURRENT CONTRACTS

CURRENT CONTRACTS						
EMPLOYER (Name, Tel, Fax, Email)		Contact Person (Name, Tel, Fax, Email)		NATURE OF WORK	VALUE OF WORK (INCL. VAT)	DATE COMPLETED
Name		Name				
Tel		Tel				
Fax		Fax				
Email		Email				
Name		Name				
Tel		Tel				
Fax		Fax				
Email		Email				
Name		Name				
Tel		Tel				
Fax		Fax				
Email		Email				
Name		Name				
Tel		Tel				
Fax		Fax				
Email		Email				
Name		Name				
Tel		Tel				
Fax		Fax				
Email		Email				
Name		Name				
Tel		Tel				
Fax		Fax				
Email		Email				

Attach additional pages if more space is required.

Number of sheets appended by the tenderer to this schedule (If nil, enter NIL)	
--	--

PRINT NAME:			
CAPACITY:		Name of firm	
SIGNATURE:		DATE:	



22. SCHEDULE OF WORK EXPERIENCE OF THE TENDERER – COMPLETED CONTRACTS

The following is a statement of similar work successfully executed by myself / ourselves:

COMPLETED CONTRACTS						
EMPLOYER (Name, Tel, Fax, Email)		Contact Person (Name, Tel, Fax, Email)		NATURE OF WORK	VALUE OF WORK (INCL. VAT)	DATE COMPLETED
Name		Name				
Tel		Tel				
Fax		Fax				
Email		Email				
Name		Name				
Tel		Tel				
Fax		Fax				
Email		Email				
Name		Name				
Tel		Tel				
Fax		Fax				
Email		Email				
Name		Name				
Tel		Tel				
Fax		Fax				
Email		Email				
Name		Name				
Tel		Tel				
Fax		Fax				
Email		Email				

Attach additional pages if more space is required.

Number of sheets appended by the tenderer to this schedule (If nil, enter NIL)

PRINT NAME:			
CAPACITY:		Name of firm	
SIGNATURE:		DATE:	



23. PRICING SCHEDULE

- NOTE:**
1. Only firm prices will be accepted. Non-firm prices will not be considered.
 2. All delivery costs **MUST** be included in the bid price, for delivery at the prescribed destination.
 3. Document **MUST** be completed in non-erasable black ink.
 4. **NO** correction fluid/tape may be used.
 - a. In the event of a mistake having been made, it shall be crossed out in ink and be accompanied by an initial at each and every alteration.
 5. The Bidder **MUST** indicate whether he/she/the entity is a registered VAT Vendor or not.
 - a. In the case of the Bidder not being a registered VAT Vendor, both columns (amount/rate excluding AND including VAT) must reflect the same amount.

I / We _____
 (full name of Bidder) the undersigned in my capacity as _____
 of the firm _____

hereby offer to Stellenbosch Municipality to render the services as described, in accordance with the specification and conditions of contract to the entire satisfaction of the Stellenbosch Municipality and subject to the conditions of tender, for the amounts indicated hereunder:

	INDICATE WITH AN 'X'			
Are you/is the firm a registered VAT Vendor	YES		NO	
If "YES", please provide VAT number				

Please note the following:

1. Stellenbosch Municipality reserves the right to downward adjust the scope of work/ quantity required to stay within its budget.

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			



PRICING SCHEDULE: YEAR 1-3: UNTIL 30 June 2023

PRICING SCHEDULE: FIRM PRICE (Kindly indicate your pricing schedule p.a for 3 financial years, including escalation)

NO.	DESCRIPTION	YEAR 1 (2020-2021) PRICE (INCL. VAT)	YEAR 2 (2021-2022) PRICE (INCL. VAT)	YEAR 3 (2022-2023) PRICE (INCL. VAT)
MELLAMINE ITEMS				
1.	Folding Training Tables	R.....	R.....	R.....
2.	Steel frame desk with modesty panel	R.....	R.....	R.....
3.	3 drawer mobile pedestal	R.....	R.....	R.....
4.	Sliding door credenza	R.....	R.....	R.....
5.	Systems Cabinets with 2 doors	R.....	R.....	R.....

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			



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NO.	DESCRIPTION	YEAR 1 (2020-2021) PRICE (INCL. VAT)	YEAR 2 (2021-2022) PRICE (INCL. VAT)	YEAR 3 (2022-2023) PRICE (INCL. VAT)
6.	Roller Shutter door Padenza with 4 drawers	R.....	R.....	R.....
7.	2 Tier open bookcase	R.....	R.....	R.....
8.	3 Tier open bookcase	R.....	R.....	R.....
9.	5 Tier bookcase	R.....	R.....	R.....
10.	4 drawer filing cabinet with central lock	R.....	R.....	R.....
11.	Round conference table with dome base	R.....	R.....	R.....
12.	Boardroom tables with steel frames	R.....	R.....	R.....
13.	Server unit with 4 hinged doors	R.....	R.....	R.....
14.	Server Unit with 6 hinged doors	R.....	R.....	R.....
15.	Steel frame desk with modesty panel	R.....	R.....	R.....

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			



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NO.	DESCRIPTION	YEAR 1 (2020-2021) PRICE (INCL. VAT)	YEAR 2 (2021-2022) PRICE (INCL. VAT)	YEAR 3 (2022-2023) PRICE (INCL. VAT)
16.	Desk – Melamine Modesty Panel legs Desk Extension – Pen and Pencil Drawer	R.....	R.....	R.....
17.	Melamine Cluster desk	R.....	R.....	R.....
18.	Melamine L-Extension	R.....	R.....	R.....
19.	Cluster 4 desk unit	R.....	R.....	R.....
20.	Melamine Barrel/Rectangular shape boardroom table – 8 seater	R.....	R.....	R.....
21.	Melamine Barrel/Rectangular shape boardroom table – 10 seater	R.....	R.....	R.....
22.	Melamine Barrel/Rectangular shape boardroom table – 12 seater	R.....	R.....	R.....
23.	Training Tables with wheels	R.....	R.....	R.....
24.	Mobile Lectern	R.....	R.....	R.....
25.	L-Shape Reception Unit	R.....	R.....	R.....

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			



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NO.	DESCRIPTION	YEAR 1 (2020-2021) PRICE (INCL. VAT)	YEAR 2 (2021-2022) PRICE (INCL. VAT)	YEAR 3 (2022-2023) PRICE (INCL. VAT)
26.	Melamine coffee table (600mmx600mm)	R.....	R.....	R.....
27.	Melamine coffee table (1200mmx600mm)	R.....	R.....	R.....
TOTAL		R.....	R.....	R.....

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			



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NO.	DESCRIPTION	YEAR 1 (2020-2021) PRICE (INCL. VAT)	YEAR 2 (2021-2022) PRICE (INCL. VAT)	YEAR 3 (2022-2023) PRICE (INCL. VAT)
VENEER ITEMS				
28.	Cherry Veneer Round Boardroom Table – 6 seater	R.....	R.....	R.....
29.	Cherry Veneer Barrel Shape Boardroom Table – 8 seater	R.....	R.....	R.....
30.	Cherry Veneer Barrel Shape Boardroom Table – 10 seater	R.....	R.....	R.....
31.	Cherry Veneer Barrel Shape Boardroom Table – 12 seater	R.....	R.....	R.....
32.	Desk –Veneer Modesty Panel legs Desk Extension – Pen and Pencil Drawer	R.....	R.....	R.....
33.	4 seater table with square top	R.....	R.....	R.....
34.	6 seater table with rectangular top, panel legs	R.....	R.....	R.....

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			



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NO.	DESCRIPTION	YEAR 1 (2020-2021) PRICE (INCL. VAT)	YEAR 2 (2021-2022) PRICE (INCL. VAT)	YEAR 3 (2022-2023) PRICE (INCL. VAT)
35.	Veneer coffee table (600mmx600mm)	R.....	R.....	R.....
36.	Veneer coffee table (1200mmx600mm)	R.....	R.....	R.....
TOTAL		R.....	R.....	R.....

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			



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NO.	DESCRIPTION	YEAR 1 (2020-2021) PRICE (INCL. VAT)	YEAR 2 (2021-2022) PRICE (INCL. VAT)	YEAR 3 (2022-2023) PRICE (INCL. VAT)
OTHER ITEMS				
37.	Steel folding tables	R.....	R.....	R.....
38.	Draughtsman Chair	R.....	R.....	R.....
39.	Steel waste bin	R.....	R.....	R.....
40.	Steel Shelving	R.....	R.....	R.....
41.	Side Training Chair	R.....	R.....	R.....
42.	Steel 4 drawer filing cabinet with central lock	R.....	R.....	R.....
43.	Stationary Steel Cupboards	R.....	R.....	R.....
44.	High back chair in black contract fabric – 220kg capacity	R.....	R.....	R.....

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			



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NO.	DESCRIPTION	YEAR 1 (2020-2021) PRICE (INCL. VAT)	YEAR 2 (2021-2022) PRICE (INCL. VAT)	YEAR 3 (2022-2023) PRICE (INCL. VAT)
45.	High back chair in black bonded leather– 220kg capacity	R.....	R.....	R.....
46.	High back chair with lumbar support	R.....	R.....	R.....
47.	Banquet chairs	R.....	R.....	R.....
48.	Single tub chair	R.....	R.....	R.....
49.	Double tub chairs	R.....	R.....	R.....
50.	Patio Arm Chair with cushion	R.....	R.....	R.....
51.	Canteen Square Table	R.....	R.....	R.....
52.	Canteen Aluminum Chair	R.....	R.....	R.....
53.	Round Ottomans with wooden legs	R.....	R.....	R.....
54.	Chrome Hat and coat stand	R.....	R.....	R.....

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			



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NO.	DESCRIPTION	YEAR 1 (2020-2021) PRICE (INCL. VAT)	YEAR 2 (2021-2022) PRICE (INCL. VAT)	YEAR 3 (2022-2023) PRICE (INCL. VAT)
55.	Flatbed Trolley	R.....	R.....	R.....
56.	Tea Trolley	R.....	R.....	R.....
57.	Binder	R.....	R.....	R.....
58.	Laminator	R.....	R.....	R.....

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			



24. DECLARATION BY TENDERER

I / We acknowledge that I / we am / are fully acquainted with the contents of the conditions of tender of this tender document and that I / we accept the conditions in all respects.

I / We agree that the laws of the Republic of South Africa shall be applicable to the contract resulting from the acceptance of *my / our tender and that I / we elect *domicillium citandi et executandi* (physical address at which legal proceedings may be instituted) in the Republic at:

I / We accept full responsibility for the proper execution and fulfillment of all obligations and conditions devolving in me / us under this agreement as the principal liable for the due fulfillment of this contract.

I / We furthermore confirm I / we satisfied myself / ourselves as to the corrections and validity of my / our tender; that the price quoted cover all the work / items specified in the tender documents and that the price(s) cover all my / our obligations under a resulting contract and that I / we accept that any mistake(s) regarding price and calculations will be at my / our risk.

I / We furthermore confirm that my / our offer remains binding upon me / us and open for acceptance by the Purchases / Employer during the validity period indicated and calculated from the closing date of the bid.

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			
WITNESS 1		WITNESS 2	