

NKOMAZI LOCAL MUNICIPALITY



**BID NO: NKO 32/2018 Supply and delivery of Computers, Laptops and other related items for Nkomazi LM**

Nkomazi Local Municipality cordially invites interested parties to tender/bid for the supply and delivery of computers, Laptops, and other related items. Tenders will be evaluated on 80/20 points system in line with Nkomazi municipality Supply Chain Management Policy.

Tender documentation with complete details is available upon the payment of a non-refundable amount of R1015.00 on each tender document or can be downloaded from the E-tender for free. Tender document(s) will be available as from **15/05/2018** and to be obtained at Nkomazi Local Municipality: Budget and Treasury (Old Malalane Taxi Rank) Impala Street from the Cashiers Desk from 07h45 to 15: 30H00 (Monday-Friday).

A compulsory tenderers briefing session will be held on the **18/05/2018 at 10H00** at the Municipal Planning and development conference room, tenderer who is 15 minutes late will not be allowed to enter. Only tenderers who attended the above meeting shall be considered and no tenderer shall be allowed into the meeting venue and/or to sign the attendance register without being part of the meeting.

Completed bid documentation must be deposited **on/before 12h00 on 29/05/2018** in the Tender Box situated at the main entrance of the municipality (Civic Centre), 9 Park Street Malalane. Tenders/Bids must be submitted in a sealed envelope or container on which the tender/bid number and addressee is clearly marked.

No bids transmitted by fax or e-mail will be accepted. It must be noted that the municipality is not bound to accept the lowest on any other tender. Tender/bid documentation which is incomplete or filled incorrectly, not filled in on the official bid documentation or which is received after the close of the bids, will be ignored. It must also be noted that tender submitted in a wrong tender box will not be considered. Nkomazi Local Municipality supports empowerment of the previously disadvantaged, and SMME's.

Specification queries can be directed to: Mr Jerry Khoza on 013 7900386, and for Supply Chain related queries must be directed to Mr Mabuza on 013 7900386 between 07H15 – 16H00 on working weekdays.

A large, stylized handwritten signature in black ink, appearing to be "MD NGWENYA".

MD NGWENYA  
MUNICIPAL MANAGER

.....  
Date

**The following conditions must be complied with:**

**Failure to comply with the following will render the tenderer liable to rejection:**

- All pages must be completed, and all pages form part of the tender document, therefore no page removal is allowed.
- Scratching out / painting over rates / use of correcting fluid is not allowed.
- Failure to attend compulsory site inspections / compulsory briefing sessions in case is required.
- Failure to submit documents required in this document
- Form of tender not filled and signed and all pages of bid documents not initialed.
- Enterprise particulars not provided.
- The bid has been submitted after the closing date and time.
- Failure to initial or sign all Pages of the Tender documents

**Compulsory returnable Documents: failure to return documents below is an automatic disqualification with the exception of the BBEE Status Certificate**

- Copy of Tax Clearance Certificate
- Company Registration (CK)
- Original or a certified copy of the original signatory of authority
- A certified BBEE Status certificate must be attached for the tenderer to claim the Preferential points, but it is not an elimination factor
- All declarations and authorisations must be duly signed.
- All returnable schedules must be completed

Every bid will be scored and awarded points out of a maximum of 100 points.

A fixed 20 points of the maximum of 100 points is allocated to calculate preference in terms of the BBEE status.

A bidder must not be awarded the points claimed for BBEE status level of contribution if it is indicated in the bid documents that such a bidder intends sub-contacting more than 25% of the contract value to any other enterprise that does not qualify for a least the same number of points that the bidder qualifies for, unless the intended sub-contractor is and EME that has the capacity and ability to execute the sub-contract.

A contractor is not allowed to sub-contract more than 25% of the contract value to another enterprise that does not have equal or higher B-BBEE status level, unless the intended sub-contractor is an EME that has the capacity and ability to execute the sub-contract

In relation to a designated sector, a contractor must not allow to 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.

Any contract awarded on false information furnished by the bidder, may, without derogating from other remedies available to Nkomazi Local Municipality, be cancelled at the sole discretion of Nkomazi Local Municipality.

1. The tender document(s) have been drafted to ensure that essential information is furnished upon the correct completion of the document(s). Where there is insufficient space, or additional particulars are required to be furnished, such must be provided on a separate annexure, clearly indicated.
2. Tender document(s) may not be retyped or redrafted. Also no photocopies of the original document(s) may be used.
3. Tender document(s) may be completed by mechanical devices such as typewriters; alternatively black ink must be used to fill in the document(s).
4. Tenderer must ensure that no pages are missing from the bid document(s), and that the pages of the bid are numbered consecutively. Nkomazi Local Municipality shall not be held liable with regard to claims arising from the fact that pages are missing or duplicated.
5. Firm tender prices (rates) and delivery periods are preferred, and tenders must clearly state whether prices and delivery periods will remain firm for the duration of the contract or not.
6. Tenderer must be strictly to specification. In cases where items are not to specification, deviations must be clearly indicated. It must also be noted that supplier/tenderer may quote for other items other than the one indicated on the schedule of quantity on a separate sheet, but it would not form part of items to be evaluated for.
7. Tender prices must be quoted in South African currency and in the specified units, unless the contrary is clearly indicated.
8. All the documents herewith form part of the bid and failure to comply with any part thereof may invalidate a bid.
9. Nkomazi Local Municipality may issue Briefing Notes during the briefing session which may contain amendments or information that may assist bidders in articulating their bids.
10. Nkomazi Local Municipality require as a condition of the bid that the compulsory explanatory meeting be attended by prospective bidders. This requirement will be clearly stated in the tender advertisement as well as in the documentation.
11. Nkomazi Local Municipality requires the furnishing of a non-refundable bid deposit together with the drawing of bid documentation (if applicable). Where such a non-refundable bid deposit is requested in the bid documentation, no bid will be accepted unless such a deposit (or cash) is submitted in the form of a bank cheque payable to Nkomazi Local Municipality before submission of the bid.
12. Tenders must be submitted to the addressee before the closing time. Bids submitted after the closing time shall be considered late, and will not be admitted for consideration.
13. The contractor/Service provider shall not abandon, transfer, assign or sublet a contract or part thereof without prior written consent of the council.
14. It is an irrefutable condition of this contract that the successful tenderer will have to negotiate and conclude a service level agreement with the council

**1. Background**

Supply Chain Management as a key supporting Unit to all departments within the organization, then for the processes to run smooth it is important that SCM Unit procure working tools for the departments for them to be fully functioning to avoid unnecessary community unrest or protest due to service delivery. Although the above needed tools and equipments are not directly related to service delivery, but they play a major role in the running of the municipal administration, as it play a crucial role in the on reporting success of the municipality. This tender is aimed at appointing a service provider to supply and deliver computers, laptops, and related items as would be specified in the schedule of quantities. The appointed service provider shall supply and deliver as and when is required for the period of three years.

As such the purpose of this tender does not rest only with the procurement of new computers, also managing the existing equipments and services without any disruption of service delivery

**2. Nature of the Contract**

This would be a three years supply contract, of which the contract will be valid from the day the two parties (Service provider and municipality) sign the contract agreement. The winning tenderer/supplier would be required to supply and delivery of computers, Laptop, and other related items.

**Note:** Special contract would be formulated and would be sign by the winning tenderer and the municipality. The document to be sign would stipulate all the conditions of the contract.

**3. Scope of work/ SPECIFICATION**

Equivalent to Lenovo AIO i5 (23") and seamlessly compatible/ Integrateable with existing systems/services: (584.2mm) Non-Touch Full HD1080p (1920x1080), Wide Viewing Angle, LED backlight, 250 nits, 16:9 aspect ratio. Intel Core i5-6400T Processor 2.2GHz (6M Cache, up to 2.80 GHz) GB 8GB DDR4-2133, two 260-pin SO-DIMM sockets, 16GB max. 1TB 5400 RPM. DVD+/-RW. Intel HD Graphics 530. 2 x M.2 Card slots (one for WLAN, one for M.2 SSD) Gigabit Ethernet, WiFi + serial port, Optical USB Mouse, Lenovo Slim USB Keyboard black, Windows 10 Pro 64 Bit, 3 year onsite Next Business Day
Equivalent to Lenovo AIO i7/i9 and seamlessly compatible/ Integrateable with existing systems/services (At least 8GB up to 16 GB of RAM)
Equivalent to Lenovo Workstation (S30), and seamlessly compatible/ Integrateable with existing systems/services: Screen (23), mouse and keyboard (32GB RAM)
Equivalent to Lenovo Thinkpad i5 Laptop and seamlessly compatible/ Integrateable with existing systems/services Core i5, 6200U 4GB up to 16GB, DDR3L (2DIMM), 500GB HDD, 15.6HD, keyboard 6-rowspill resistant, DVD - tray in, WiFi, Bluetooth, VGA, HDMI,USB x 3, 4 in 1 card reader, Gigabit Ethernet, WIN 10 PRO ,3 Year Onsite Next Business Day
Equivalent to Lenovo Thinkpad laptop i7/i9 and seamlessly compatible/ Integrateable with

existing systems/services
LSM7566 : Business Classic - Top-Loader laptop bag
Equivalent to Lenovo Helix i5Tablet (latest model) M5Y71, 8GB, 512GB latest model and seamlessly compatible/ Integrateable with existing systems/services
Equivalent to Lenovo Helix i7/i9 or and seamlessly compatible/ Integrateable with existing systems/services (8GB up to 16GB Ram) latest model
Equivalent to or and seamlessly compatible/ Integrateable with existing systems/services
Equivalent to and seamlessly compatible/ Integrateable with existing systems/services
Secure PC Locks for computers: Equivalent to SecuKit XL 3 59413 (seamlessly compatible/ Integrateable with existing systems/services), Premium level 3 anchor-point security solution to secure a computer with monitor to desk. Includes 3 XL plates, E150-cable, 40mm Lock.
Notebook/ tablet locks

#### 4. Preference point system

The 80/20 point system would be used for the evaluation of this tender with the points distributed as per the BBEE status level

$$N_p = \frac{80[1 - (P_t - P_{min})]}{P_{min}}$$

**P<sub>min</sub>**

- i. Where: N<sub>p</sub> = the number of bid/tender adjudication points awarded for price.
- ii. P<sub>t</sub> = the bid/tender sum (corrected if applicable) of the responsive bid under consideration.
- iii. P<sub>min</sub> = the bid/tender sum (corrected if applicable) of the lowest responsive tender/bid.

#### 5. Completion of the tender

- 5.1. All forms as shown in the tender document are to be completed;
- 5.2. Black ink or black print is to be used for completing this tender;
- 5.3. Correction fluid is not allowed to be used. Where the tenderer has done a mistake, one line needs to be drawn over the mistake and it be initialized!
- 5.4. Under no circumstances will copies of the original document be accepted.
- 5.5. All tenders must be returned in their original package format or better!

#### 6. Fixed priced contract

All prices for the contract would be taken as fixed for the duration of the contract with the exception of the annual increment which shall range from 1-10% subject to the municipal approval

**CERTIFICATE OF AUTHORITY FOR SIGNATURE**

**3.1. SUPPLIERS / CONTRACTORS**

3.1.1. "certificate of authority to sign all documents in connection with this tender and any contract or agreement which may arise there from", duly signed and dated, shall be provided by the Board of Directors of the firm and shall be attached to this page. An example is given below.

**3.2. JOINT VENTURE**

3.2.1. The document of formation of the Joint Venture shall be attached to this page.

3.2.2. A "certificate of authority to sign all documents in connection with this tender and any contract or agreement which may arise there from", duly signed and dated, shall be provided by the Boards of Directors of each member of the Joint Venture and shall be attached to this page.

**EXAMPLE OF A CERTIFICATE OF AUTHORITY FOR SIGNATORY**

"By resolution of the board of directors passed at a meeting held on .....

Mr. /Ms..... whose signature appears below, has been duly authorized to sign all documents in connection with the tender for Contract no..... and any contract which may arise there from on behalf of (block capitals).....

SIGNED ON BEHALF OF THE COMPANY.....

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

DATE: .....

SIGNATURE OF SIGNATORY: .....

WITNESS: 1. ....  
2. ....

1. No bid will be accepted from persons in the service of the state:
2. Any person or having kinship with a person in the service of state, or persons who act on behalf of Nkomazi Local Municipality, including a blood relationship, may make an offer or offers in terms of this bid invitation. In view of possible allegations of favouritism or bias, should the resulting bid, or part thereof, be awarded to persons employed by State, or to persons who act on behalf of Nkomazi Local Municipality, or to persons connected with or related to them, it is required that the bidder or his authorised representative shall declare any interest of whatever nature and/or relationship (including blood relationship) to any employees, or persons who act on behalf of, or persons connected with or related to Nkomazi Local Municipality.
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 the bidder or his representative: .....
- 3.2. Identify Number: .....
- 3.3. Position occupied in the Company (director, trustee shareholder):  
.....
- 3.4. Company Reference Number: .....
- 3.5. Tax Reference Number: .....
- 3.6. VAT Registration Number: .....
- 3.7. The names of all directors/trustees/ shareholders members, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below.
- 3.8. Are you presently in the service of the state? YES/NO
- 3.8.1 If yes, furnish particulars: .....
- .....

❖ MSCM Regulations: "in the service of the state" means to be-

(a) A member of-

- (i) Any municipal council
- (ii) Any provincial legislature, or
- (iii) The national Assembly or the national council of provinces

(b) A member of the board of directors of any municipal entity;

(c) An official of any municipality or municipal entity;

(d) An employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);

(e) A member of the accounting authority of any national or provincial public entity; or

(f) An employee of parliament or a provincial legislature

❖ 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.

YES/NO

3.9. Have you been in the service of the state for the past twelve months?

If yes, furnish particulars: .....

.....

3.10. Do you, have any relationship (family, friend, other) with a person employed by state/Nkomazi Local municipality, who may be involved in the evaluation and adjudication of this bid?

3.10.1 If yes, furnish particulars:

\*YES /  NO

.....

.....

3.11. Are you, aware of any relationship (family, friend, other) between the bidder and any person employed by state/Nkomazi Local Municipality, who may be involved in the evaluation and adjudication of this bid?

3.11.1 If yes, furnish particulars:

\*YES /  NO

.....

.....

3.12. Are any of the company's directors, trustees, managers, principle shareholders or stakeholders in the service of state?

3.12.1 If yes, furnish particulars.

YES/NO

.....

.....

3.13. Are any spouses, child or parent of the company's directors, trustees, managers, principle shareholders or stakeholders in service of state?

13.13.1 If yes, furnish particulars.

YES/NO

.....

.....

13.14 Do you or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract.

13.14.1 If yes, furnish particulars.

YES/NO

.....

.....



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

Full Name	Position filled in the " State"	ID number	State number	employee

.....  
Signature

.....  
Bid Number

.....  
Date

.....  
Capacity

.....  
Name of the Company

NOTE:

BEFORE COMPLETING THIS CERTIFICATE, BIDDER(S) MUST STUDY THE STANDARD TERMS AND CONDITIONS OF BID AS WELL AS THE CONDITIONS CONTAINED IN THIS CERTIFICATE.

General conditions:

1. A fixed 80/20 point preference system will apply to all tenders/bids.
2. Nkomazi Local Municipality may require any bidder to provide reasonable proof of any preference claimed.
3. In the event that Nkomazi Local Municipality detects that any information provided, is incorrect or has been provided fraudulently or is in any way unsubstantiated, Nkomazi Local Municipality may declare that bid non-compliant.
4. Nkomazi Local Municipality reserves the right to take appropriate further action against any party involved or implicated in any fraudulent action involving the provision of any fraudulent or unsubstantiated information.
5. A bidder must not be awarded the points claimed for BBBEE status level of contribution if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the contract value to any other enterprise that does not qualify for at least the same number of points that the bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract
6. A contractor is not allowed to sub-contract more than 25% of the contract value to another enterprise that does not have equal or higher BBBEE status level, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract
7. In relation to a designated sector, a contractor must not be allowed to 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

**General definitions:**

**“Consortium or Joint Venture”** means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a bid;

**“Control”** the position and exercise of legal authority and power to manage the assets, goodwill and daily operations of a business and the active and continuous exercise of appropriate managerial authority and power in determining the policies and directing the operations of the business;

**“Management”** in relation to an enterprise or business, means an activity inclusive of control and performed on a daily basis, by any person who is a principal executive officer of the enterprise or business, by whatever name the person may be designated;

**“Owned”** the act of owning which has all the customary elements of ownership, including the right of decision-making and sharing all the risks and profits commensurate with the degree of ownership interest as demonstrated by an examination of the substance, rather than the form of ownership arrangements;

**“Small, Medium and Micro Enterprises (SMME’s)”** bears the same meaning as assigned to this expression in the Small Business Act 102 of 1996;

**“Trust”** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person;

**“Trustee”** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another;

**“ACT”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000)

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

**“BBBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black economic empowerment Act,

**“Broad-Based Black economic empowerment Act”** means the Broad-Based Black economic Empowerment Act, 2003 (Act No. 53 of 2003)

**“Comparative Price”** means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration,

**“Contract”** means the agreement that results from the acceptance of a tender by an organ of state,

**“Firm Price”** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract,

**“Designated Sector”** means a sector, sub-sector or industry that has been designated by the Department of Trade and Industry in line with national development and industrial policies for local production, where only locally produced services, works or goods or locally manufactured goods meet the stipulated threshold for local production and content,

**“Functionality”** means the measurement according to predetermined norms, as set out in the tender documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a tenderer,

**“Important content”** means that portion of the tender price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or its subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation cost, such as landing cost, dock dues, import duty, sales duty or other similar tax or duty at the South African port of entry,

**“Local Content”** means that portion of the tender price which is not included in the imported content, provided that local manufacture does take place,

**“Non-firm prices”** means all prices other than “firm” prices,

**“Person”** includes a juristic person,

**“Stipulated minimum threshold”** means that portion of local production and contents as determined by the Department of Trade and Industry;

**“Rand Value”** means the local total estimated value of a contract in South African currency, calculated at the time of tender invitations, and includes all applicable taxes and excise duties,

**“Sub-Contract”** means the primary contractors assigning, leasing making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract,

**“Tender”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services, works or goods, through price quotations, advertised competitive tendering or proposals.

### Preference Points award system

Preference points will be allocated as follows:

Revised Preferential Procurement Regulation

Calculation of points for BBBEE status level contributor status level of contributor in accordance with the Table below

BBBEE status level contributor	Number of points (80/20)
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non contributor	0

Bid shall not be disqualified from the bidding process if the bidder does not submit a certificate substantiating the BBBEE status level contribution or is a non-compliant contributor. Such a bidder will score 0 out of a maximum of 20. To claim the points, service provider must submit a certified copy of the original BBBEE status or an original. No points shall be awarded on a copy of the certified copy

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

Where:  $N_p$  = the number of bid/tender adjudication points awarded for price.

$P_t$  = the bid/tender sum (corrected if applicable) of the responsive bid under consideration.

$P_{min}$  = the bid/tender sum (corrected if applicable) of the lowest responsive tender/bid.

The following standard terms and conditions of bid have been accepted and laid down by the Council of Nkomazi Local Municipality and are applicable to all bids, contracts and orders, unless otherwise directed by the Council prior to the invitation of bids.

## **1. GENERAL DIRECTIVES**

### **1.1. Formal contracts**

Formal contracts shall only be concluded with bidders where this requirement is stated in the bid documents. In the absence of a formal contract, the duly completed and signed bid accepted by a letter of acceptance by Nkomazi Local Municipality and signed by both parties, shall be the contract between the parties, and this shall include the tender document.

### **1.2. Expenses**

Unless otherwise indicated in the bid documents, Nkomazi Local Municipality shall not be liable for any expenses incurred in the preparation or submission of any bid.

### **1.3. Briefing Notes**

Nkomazi Local Municipality may issue Briefing Notes from time to time during the bid submission phase so that prospective bidders will timeously be made aware of any and all information that might assist them in articulating their bids.

Briefing Notes will be sequentially numbered to facilitate easy reference.

### **1.4. Governing laws**

Laws of the Republic of South Africa shall govern contracts arising from the acceptance of bids.

### **1.5. Site inspections and explanatory meetings**

1.5.1 Nkomazi Local Municipality may require the attendance of a Compulsory site inspection or explanatory meeting. Where this is a condition of bid, bidders must attend the site inspection or explanatory meeting in order to submit a valid bid. Failure to attend or coming late for the said meeting will result in the bid being non-compliant.

1.5.2 Particulars of the place and time of the site inspection or explanatory meeting will be indicated in the advertisement and the bid documentation.

1.5.3 Minutes will be taken of all information disclosed during the site inspection or explanatory meeting, and copies of these minutes will be made available on request to all interested parties that attended the relevant inspection or meeting.

1.5.4 Where the attendance of the site inspection or explanatory meeting is an absolute requirement to the bid, bidders must be required to certify that they attended the site meeting or explanatory meeting and that they are fully aware of the scope of the bid.

## **2. INVITATIONS TO TENDER/BID**

### **2.1. Service Provider Database**

Nkomazi Local Municipality may issue invitations to bid for specific supplies or services to service providers listed on the Nkomazi Local Municipality service provider database.

Without derogating from the above, Nkomazi Local Municipality reserves the right to go to open bid for the obtainment of supplies or services.

Requests for listing on the service provider database of Nkomazi Local Municipality will be issued from time to time in the local media.

### **2.2. Documents to be used**

2.2.1 Bids must make use of the prescribed bid documents, and supply all necessary and required information called for therein.

2.2.2 Failure of a bidder to submit a bid duly signed in black ink, or to provide all required documentation or to complete bid documentation and certificates in all respects, may invalidate the bid.

2.2.3 Bidders should not qualify their bids by their own conditions, and such bidders run the risk of having their bid declared invalid.

2.2.4 Nkomazi Local Municipality may request the furnishing of a non-refundable bid deposit together with the submission of bids. This is to defray in part the cost of non-responsive bids, and to prevent nuisance bids being submitted.

## **3. Samples**

3.1.1. Prospective bidders may be charged for samples provided to them by Nkomazi Local Municipality. Failure to do so may render the bid invalid. Nkomazi Local Municipality shall not be liable for any cost involved in the supply of samples by a tenderer/ bidder;

3.1.2. Where samples are called for in the bid documents, samples must be clearly marked with the bid numbers, item number and name of the bidder. Samples must reach the designated address for the submission of bids no later than the closing time;

3.1.3. Nkomazi Local Municipality may accept goods offered on loan for trial purposes, but is under no obligation to purchase the loaned goods, or any similar goods, and Nkomazi Local Municipality accepts no responsibility in the event of breakage of damage, or for the depreciation of depreciable goods.

## **4. Closing of tenders/bids**

4.1. Bids close at 12:00 AM on the closing date as indicated in the bid documents.

4.2. Extension of the closing date may be granted in certain circumstances where such extension is justified. Any extension will however be published before the original closing date or can be communicated during briefing session.

- 4.3. Tenders/bids shall be considered late if they are received at the address indicated in the bid documents after the closing time on the closing date. A late bid shall not be admitted for consideration, and where practicable, shall be returned unopened to the bidder.

## **5. Submission of tenders/bids**

- 5.1. Tender/bid documents must be deposited in the bid box at the address indicated in the bid documentation, failing which at a clearly indicated alternative site (where applicable).
- 5.2. Tenders/bids must be deposited in a sealed envelope or container, which envelope or container must clearly indicate the bid number and description of bid (where applicable).
- 5.3. Tenders/bids must be submitted in English.
- 5.4. Tenders/bids received by facsimile, telegram, telex, e-mail or other similar media will not be accepted as validly submitted bids (where applicable).
- 5.5. Only original tenders/bids or photocopies of the original documentation which is submitted in the prescribed manner may be accepted as valid bids.
- 5.6. All tenders/bids received prior to the closing date shall be kept in safe custody until the closing time of bids.

## **6. Opening of tenders/bids**

- 6.1. Tenders/bids will be opened in public (where applicable) as soon as practicable after the closing time.
- 6.2. Tenders/bids will be given a registration mark and a list of bids received will be placed on record.

## **7. Validity periods**

The period for which bids are to remain valid and binding shall be indicated in the bid documents. The validity period is calculated from the closing time and will continue until the close of business on the last day of the period, and where this day falls on a Saturday, Sunday or public holiday, the bid will remain valid and binding until the close of business on the following business day.

## **8. Tender/bid prices and delivery periods**

- 8.1. Firm tender/bid prices and delivery periods are preferred.
- 8.2. "Firm" prices are deemed to be prices which, are only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of any tax, levy or duty, which in terms of a law or regulation is binding on the bidder and will demonstrably have an influence on the prices of supplies or on the cost of rendering services.
- 8.3. "Non-firm" prices are deemed to be all prices which are not "firm."
- 8.4. Where non-firm prices are offered, Nkomazi Local Municipality may require the submission of proof regarding labour and material costs, or other factors which are specified by the



bidder, and should these costs be seen to be unrealistic, it may negatively affect the consideration of the bid.

- 8.5. Where applicable, the value of certificates (payment) issued in terms of the contract, shall be increased or decreased by applying a "contract price adjustment factor" calculated according to the formula and the conditions set out in the Contract Price Adjustment Schedule referring to the General Conditions of Contract for works of engineering construction.
- 8.6. Expressions relating to the delivery of supplies or services which are unspecified such as "soonest" or "earliest" etc. are not acceptable. Where it has not been indicated whether prices or delivery periods are firm or not, bided prices and delivery periods shall be deemed to be firm and the contractor shall be bound thereby.

### 3. **CONSIDERATION OF TENDER/BIDS**

- 3.1. All bids validly submitted will be taken into consideration. Each tender/bid will be reviewed and evaluated for its ability to deliver the specific requirements of the bid in line with set criteria of paragraph 3.3.
- 3.2. Nkomazi Local Municipality is under no obligation to accept any tender/bid, or to accept the lowest tender/bid.
- 3.3. All tenders/bids will be reviewed and evaluated in accordance with the following criteria:
  - General Information supplied by the bidder
  - Compliance with bid requirements
  - Pricing
  - Preferential Procurement points
- 3.4. Nkomazi Local Municipality may elect to invite verbal presentations from bidders for clarification of the content of their bids.
- 3.5. Nkomazi Local Municipality may, where a bid relates to more than one item, accept such tender/bid in respect of any specific item or items, and may also accept part of the specified quantity of any specific item or items.
- 3.6. Any decision by Nkomazi Local Municipality shall be final and Nkomazi Local Municipality shall only on request provide reasons for the acceptance or passing over of a bid.
- 3.7. Where a bid has been granted on the strength of information furnished by the bidder, which later proves to be incorrect, Nkomazi Local Municipality may, in addition to any other remedy it may have, recover all costs and damages suffered or sustained by Nkomazi Local Municipality as a result of the award of the bid from the bidder, and/or cancel the agreement and claim damages from the bidder.
- 3.8. Nkomazi Local Municipality will award a preference to bids in accordance with the Preference Certificate in the form of BBBEE status level certificate [T 5].
- 3.9. In the event of equal bids, the following order of priority will normally be applied in the consideration of equal bids:

### **Evaluation of bids that scored equal points**

- 3.9.1. In the event that two or more bids have scored equal total points, the successful bid must be the one that scored the highest points for BBBEE,
- 3.9.2. IF two or more bids have equal points, including equal preference points for BBBEE, the successful bid must be the one scoring the highest score for functionality if functionality is part of the evaluation process,
- 3.9.3. In the event that two or more bids are equal in all respects, the award must be decided by the drawing of lots
- 3.10. Successful bidders will be notified in writing of the acceptance of their bids.

## **4. TERMS AND CONDITIONS**

### **4.1 Information provided**

Nkomazi Local Municipality provides the bid documentation or any other information, in good faith. Any party or parties considering entering into a contract with Nkomazi Local Municipality on the basis of such information should conduct their own investigations and obtain the necessary professional advice and council, at their cost, necessary to formulate their own opinion regarding all matters related to the bid. Nkomazi Local Municipality cannot be held liable for any costs or damages flowing from a failure to do so by any bidder.

### **4.2 Legal and regulatory framework**

- 4.2.1. All bids must function and be implemented within the general legal and regulatory framework relating to the supply or service, and requires compliance with all law by any bidder.
- 4.3.2. The onus is on the bidder to ensure compliance of its bid as well as during the implementation of the bid with the applicable legal and regulatory requirements, and Nkomazi Local Municipality reserves the right to reject any bid on the basis of non-compliance by the bidder with the applicable legal and regulatory framework.
- 4.4.3. Where relevant Nkomazi Local Municipality may request the Respondent to submit proof of compliance with any aspect of the legal and regulatory framework.

### **4.3 No representations or warranties**

All information contained in or provided as part of the bid documentation is offered in good faith and for the guidance of bidders. Nkomazi Local Municipality does not make any representation (express or implied), or provide any warranty as to the accuracy, completeness or correctness of bid documentation. Nkomazi Local Municipality shall not be liable for any claim for loss or damage to any bidder arising from any error, misstatement or omission contained in the bid documentation or any reliance thereon.

#### **4.4 Declaration of interest**

In order to prevent allegations of favouritism or nepotism in the procurement process, bidders must complete the Declaration of Interest & Interest in the State. (T4)

#### **4.5 Reservation of rights**

- 4.5.1. Nkomazi Local Municipality reserves the right to consider all possible options during the evaluation of bids. This includes the right not to proceed with the bid, suspend or temporarily defer the bid, or not to award the bid to any bidder. No liability shall attach to Nkomazi Local Municipality in the exercising of any of these rights.
- 4.5.2. If Nkomazi Local Municipality elects not to award the bid to any bidder, it may at its sole discretion, solicit bids in such manner as it may deem necessary in its absolute and sole discretion.
- 4.5.3. Copyright of all documents, data, designs, electronic aids, programmes etc. forming part of the bid documentation or developed by Nkomazi Local Municipality, shall remain to vest in Nkomazi Local Municipality.

#### **4.6. Queries relating to the bid**

- 4.6.1. Any queries relating to a bid or any process should be addressed in writing (registered mail, facsimile or e-mail), marked for the attention to:

##### **The person and address stated in the bid documentation**

- 4.6.2. Queries will be responded to in writing, and the written query and response may be distributed to all prospective bidders who have collected the bid documentation. The names of bidders raising queries will not be made known.

#### **4.7. Information to be provided by bidders**

The onus is on the bidder to ensure that all requirements contained in the bid documentation are complied with and all information requested from the bidder is supplied.

#### **4.8. Independent submission**

By submitting a bid, each bidder certifies that –

- 4.8.1. Its bid has been submitted independently, without consultation, communication or agreement for restricting competition, with any other bidder or to any other competitor; and
- 4.8.2. No attempt has been made or will be made by the bidder to induce any other person or firm to submit a bid for the purpose of restricting competition.

#### **4.9. Sole property of Nkomazi Local Municipality**

4.9.1. All materials, information and data submitted by bidders shall become the sole property of Nkomazi Local Municipality, with the exception of –

4.9.1.1. Confidential financial statements of the bidder; and

4.9.1.2. Copyright material, trade secrets or other proprietary information clearly identified as such by the bidder.

#### **4.10. Confidentiality**

4.10.1. Nkomazi Local Municipality undertakes to keep confidential all information received from any bidder which is clearly identified as confidential in the bid and which is not already public knowledge or available in the public domain or in the hands of Nkomazi Local Municipality or required to be disclosed by legal or regulatory requirements, and the bidder accordingly indemnifies Nkomazi Local Municipality against any claim or liability for its refusal to disclose the relevant information/data to any person seeking access thereto. Failure to honour such indemnity shall be deemed to be a waiver by the bidder of its right to exemption from disclosure and shall Nkomazi Local Municipality be authorised to provide a copy of the relevant information/data or any part thereof to the requester.

4.10.2. Information disclosed by Nkomazi Local Municipality is deemed as confidential and it is expected that bidders treat it as such. This includes all information which is not public knowledge or available in the public domain or required to be disclosed by legal or regulatory requirements. Bidders will be held liable for non-compliance in this regard.

4.10.3. No information of bidder shall be made available to another bidder or any person unless requested by the court of law. Bidder can be allowed to request to see his/her bid document or to seek clarity of his/her failure, but not to have access to other bidder's information.

1. Name of firm: .....
2. Postal address.....
3. Physical address: .....
4. Telephone: .....
5. Fax no.: .....
6. E-mail.: .....
7. Contact person: .....
8. Enterprise/ company Income Tax no.: .....  
(Insert personal income tax number if a one person business and personal income tax numbers of partners, if a partnership)
9. VAT registration no: .....
10. Tax clearance certificate attached (must be an original document & valid on the closing of the tender)
11. Bank account number and bank where account is held:  
.....
12. Proof of payment of municipal services attached (or a letter from your local municipality which exempt you/company from payment of services)
13. Corporate entity registration no.....
14. Type of enterprise.....  
(e.g. partnership, company, cc, one person business etc.)  
(Certified copy of enterprise certificate)
15. Country of registration or incorporation .....
16. Manner of participation: .....
- (e.g. main contractor, supplier, professional service provider, joint venture, consortium etc.)
17. Business Sector.....
18. Total number of employees:  
Full time.....  
Part time: .....
19. Did your firm exist under a previous name?

Yes       No

If yes, what was its previous name?

.....

20. Who were the owners/partners/directors?

.....

21. List all the partners, proprietors and shareholders by name, identity number, citizenship and shareholding:

Name	ID number	Citizen-Ship	Date of Ownership	% Holding/Ownership	Share-

Note: Where owners are themselves a corporate entity or partnership, please identify such.

22. List the major items of equipment, plant and vehicles owned by the firm or the owner, but utilised or to be utilise by the by the company (e.g Vehicles):

	Description	Number
1		
2		
3		
4		
5		
6		

23. Provide proof of organisational capability and practice profile to deliver the required supplies or services. (If insufficient space, the information may be provided as a separate annexure)

.....  
.....

24. List the four largest contracts/assignments completed or in the process of being completed by your enterprise in years. (N.B.: Provide additional information on a separate paper if necessary)

Schedule of previous work carried out by Bidder

Scope of work/Nature of work carried out previously	Contracted by whom/Employer name, tel & fax	Contract fee amount/value of work	Year of Completion

The undersigned is duly authorised to do so on behalf of the bidder and affirms that the information furnished is true and correct.

Signature .....

Duly authorised to sign on behalf of .....

\_\_\_\_\_  
COMMISSIONER OF OATH

\_\_\_\_\_  
DATE

1. I/We hereby bid to supply all or any of the supplies and/or to bid all or any of the services as described and required in the bid documentation to Nkomazi Local Municipality, on the terms and conditions and in accordance with the specifications as stipulated in the bid documentation (which bid documentation shall be taken as part of, and incorporated into, this bid) at the prices and delivery periods as required therein.
  
2. I/We agree that –  
the offer herein contained shall remain binding on me/us and open for acceptance by Nkomazi Local Municipality during the validity period indicated in the bid documentation, which period shall be calculated from the closing time of the bid;
  
3. this bid and its acceptance shall be subject to the Standard Terms and Conditions of Bid [T 5] which are contained in this bid documentation and with which contents I am/we are fully acquainted with;
  
4. if I/we withdraw my/our bid within the validity period of the bid for which I/we have agreed that the bid shall remain open for acceptance, or fail to fulfil the contract when called upon to do so, Nkomazi Local Municipality may, without prejudice to any other remedies at its disposal, agree to the withdrawal or cancellation of the bid or contract that may have been entered into and I/we will then pay to Nkomazi Local Municipality any additional expense incurred by Nkomazi Local Municipality having to either accept any less favourable bid, or if fresh bids have to be invited, the additional expenditure incurred by the invitation of fresh bids and by the subsequent acceptance of any less favourable bid;
  
5. if my/our bid is accepted the acceptance may be communicated to me/us by letter by ordinary post or registered post and that the Post Office shall be regarded as my/our agent, and delivery of such acceptance to the Post Office shall be treated as a delivery to me/us;
  
6. The law of the Republic of South Africa shall govern the contract created by the acceptance of my/our bid and that I/we choose our *domicilium citandi et executandi* in the Republic at :  

.....
  
7. I/We furthermore confirm that I/we have satisfied myself/ourselves as to the correctness and validity of my/our bid and that the prices and scope of work bided cover all my/our obligations in terms of the bid documentation and that I/we accept that any mistakes regarding prices or calculations will be at my/our risk.
  
8. I/We hereby accept full responsibility for the proper execution and due fulfilment of all obligations and conditions devolving on me/us under this contract as the principal bidder liable for the contract.
  
9. I/We agree that any action arising from this contract may in all respects be instituted against me/us and I/we hereby undertake to satisfy fully any judgment obtained against me/us as a result of such action.

Signature ..... Tender/Bid no.....  
Capacity .....

Duly authorised to sign on behalf of  
.....



LETTER OF TENDER	T9
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The Municipal Manager  
Nkomazi Municipality  
Private Bag X 101  
Malalane  
1320

Sir/Madam

CONTRACT NO: NKO 32/2018 supply and delivery of computers, Laptop, and other related items

DATE OF PUBLICATION OF TENDERS	CLOSING DATE AND TIME FOR SUBMISSION OF TENDERS	THIS TENDER HOLDS GOOD FOR ACCEPTANCE UNTIL
15/05/2018	29/05/2018	90 days

1. Having examined the documents for the execution of the above-mentioned Project as well as any addenda subsequently issued, I/we the undersigned offer to supply and deliver goods (computers, Laptop, and other related items) in conformity with the above-said documents and addenda, for the sum of -

.....  
.....

(R.....\*) \* Excluding VAT

or such other sum as may be determined in accordance with the general conditions of contract and the tender rules applicable to this contract, as well as the conditions included in this form of tender.

2. I/We acknowledge that all the certificates, schedules and forms included in this document for completion by the Tenderer have been fully completed by me/us and form part of my/our tender.
3. I/We undertake to complete and deliver the whole of the Project comprised in this contract within 24 months including the holidays during December and January and any other specified non-working days, calculated from the commencement day of supervision.
4. In the event of my/our not completing the whole of the works within the period tendered by me/us in paragraph 3 hereof, I/we agree to pay the Employer, as a penalty for such default, the sum stated in the Appendix to Tender for each calendar day or part thereof in excess of my/our tendered time for completion and the Employer may, without prejudice to any other method of recovery, deduct such sum monthly from any monies due or to become due to me/us.
5. If my/our tender is accepted, I/we undertake -

To sign the form of agreement included in this document within a period of twenty-one (21) days of receipt of written acceptance of my/our tender subject to the prior provision of the approved contract guarantee by me/us.

6. I/We agree to abide by this tender for a period of ninety (90) days from the closing date fixed for the submission of tenders, and it shall remain binding upon me/us and may be accepted at any time before expiry of that period.
7. Unless and until a formal agreement is prepared and executed, this tender, together with the written acceptance thereof, shall constitute a binding contract between us and shall be deemed for all purposes to be the contract agreement.
8. In the event of there being any arithmetical errors in the priced bill of quantities, I/we agree to their being corrected, the rates being taken as correct.
9. I/We understand that you are not bound to accept the lowest or any particular tender you may receive, and that you shall not defray any expenses incurred by me/us in tendering.
10. I/We agree and undertake to commence the abovementioned Project within seven (7) days from the date on which the Project has been handed over to me/us by a written instruction from the Employer.

I/We declare that, notwithstanding anything contained in a covering letter to this tender, this tender is submitted entirely without qualifications.

12. I/We choose *domicilium citandi et executandi* at -

.....

in the Republic of South Africa.

Yours faithfully

SIGNED ON BEHALF OF TENDERER .....

NAME OF SIGNATORY (IN CAPITALS): .....

SIGNED ON THIS THE .....DAY OF .....IN THE YEAR OF.....

ON BEHALF OF: .....

ADDRESS.....

.....

TELEPHONE NUMBER .....

FAX NUMBER: .....

WITNESS 1: .....

NAME IN CAPITALS: .....

WITNESS 2: .....

NAME IN CAPITALS: .....

SCHEDULE OF RATE	T10
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Description	Rate per unit	
Equivalent to Lenovo AIO i5 (23") and seamlessly compatible/ Integrateable with existing systems/services: (584.2mm) Non-Touch Full HD1080p (1920x1080), Wide Viewing Angle, LED backlight, 250 nits, 16:9 aspect ratio. Intel Core i5-6400T Processor 2.2GHz (6M Cache, up to 2.80 GHz) GB 8GB DDR4-2133, two 260-pin SO-DIMM sockets, 16GB max. 1TB 5400 RPM. DVD+/-RW. Intel HD Graphics 530. 2 x M.2 Card slots (one for WLAN, one for M.2 SSD) Gigabit Ethernet, WiFi + serial port, Optical USB Mouse, Lenovo Slim USB Keyboard black, Windows 10 Pro 64 Bit, 3 year onsite Next Business Day	R	
Equivalent to Lenovo AIO i7/i9 and seamlessly compatible/ Integrateable with existing systems/services (At least 8GB up to 16 GB of RAM)	R	
Equivalent to Lenovo Workstation (S30), and seamlessly compatible/ Integrateable with existing systems/services: Screen (23), mouse and keyboard (32GB RAM)	R	
Equivalent to Lenovo Thinkpad i5 Laptop and seamlessly compatible/ Integrateable with existing systems/services Core i5, 6200U 4GB up to 16GB, DDR3L (2DIMM), 500GB HDD, 15.6HD, keyboard 6-rowspill resistant, DVD - tray in, WiFi, Bluetooth, VGA, HDMI,USB x 3, 4 in 1 card reader, Gigabit Ethernet, WIN 10 PRO ,3 Year Onsite Next Business Day	R	
Equivalent to Lenovo Thinkpad laptop i7/i9 and seamlessly compatible/ Integrateable with existing systems/services	R	
LSM7566 : Business Classic - Top-Loader laptop bag	R	
Equivalent to Lenovo Helix i5Tablet (latest model) M5Y71, 8GB, 512GB latest model and seamlessly compatible/ Integrateable with existing systems/services	R	
Equivalent to Lenovo Helix i7/i9 or and seamlessly compatible/ Integrateable with existing systems/services (8GB up to 16GB Ram) latest model	R	
Equivalent to or and seamlessly compatible/ Integrateable with existing systems/services	R	
Equivalent to and seamlessly compatible/ Integrateable with existing systems/services	R	
Secure PC Locks for computers: Equivalent to SecuKit XL 3 59413 (seamlessly compatible/ Integrateable with existing systems/services), Premium level 3 anchor-point security solution to secure a computer with monitor to desk. Includes 3 XL plates, E150-cable, 40mm Lock.	R	
Notebook/ tablet locks	R	
	Grand Total	R
	Vat	R

	Total	R
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Items not covered in the schedule of quantity might be requested by the municipality at a later stage, but Service Provider would be expected to charge a profit up to 10% from the amount in which the item was procured by the Service Provider. Proof of invoice from which the item was procured shall be required by the municipality to compare the quoted price:

NB: The municipality can appoint more than one Service Provider in this project and the maximum number will be three.