## TENDER INFORMATION

<table>
<thead>
<tr>
<th>TENDER TITLE</th>
<th>SUPPLY OF LIBRARY BOOKS</th>
</tr>
</thead>
<tbody>
<tr>
<td>TENDER NUMBER</td>
<td>MLM/SCM/28/2012</td>
</tr>
<tr>
<td>ADVERT DATE</td>
<td>31 MAY 2012</td>
</tr>
<tr>
<td>CLOSING DATE</td>
<td>08 JUNE 2012</td>
</tr>
</tbody>
</table>

## TENDERER INFORMATION

<table>
<thead>
<tr>
<th>COMPANY NAME</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>COMPANY REGISTRATION NUMBER</td>
<td></td>
</tr>
<tr>
<td>TENDER PRICE</td>
<td></td>
</tr>
</tbody>
</table>
NOTICE NO: MLM/28/2012

LIBRARY BOOKS

Interested companies are invited to submit tenders for supply of municipal posters of maruleng municipality. Terms of reference are obtainable from Maruleng municipality website as from 01/06/2012, 64 Springbok Street, Hoedspruit, upon payment of non-refundable fee of R100.00. Cheques made to Maruleng municipality will be accepted.

Tenders sealed in an envelope clearly marked “Supply of municipal posters” should be placed in the tender box at Maruleng municipality budget and treasury office.

The following documents should be attached

- Company registration certificate
- Valid Tax Clearance
- Company Profile
- Track record
- Proof of payment for purchase of tender document
- BBBEE CERTIFICATE

Closing date for submission of tenders is 08 June 2012 at 12:h00. Late or incomplete tenders will not be considered and accepted.

Enquiries should be directed to Mr. K Phiri or Ramohaba at 015 793 2409 during office hours (07h00-16H00)
SPECIFICATIONS FOR SUPPLY OF BOOKS

Fiction books (English and Afrikaans)  (450 Books)

Must be in normal font and large print

1. Romance (mills & Booms) *250
2. Action *100
3. Human Relation *100

Non-Fiction (Broad subjects)  (150 Books)

1. Religion *10
2. Computer science*10
3. Information & General works *20
4. Biography*20
5. Education*10
6. Social science *10
7. Language*10
8. Philosophy and Psychology*10
9. Science*10
10. South African History*10
11. Technology*10
12. Art & Recreation *10
13. Literature   *10

Academic books (broad subjects)  (204 Books)

1. Accounting *6
2. Economics *6
3. Labour Relations and Labour Law*6
5. Organizational Behavior*6
6. Human Resource Development/ Managing training and Development*6
7. Research*6
8. Information communication and Technology *6
9. Marketing*6
10. Transport Management *6
11. Physical Science *6
12. Mathematics*6
13. Nursing*6
14. Office management*6
15. Life science*6
16. Life orientation*6
17. Geography*6
18. History*6
19. Technology*6
20. Tourism *6
21. Strategic Management *6
22. Communication*6
23. Business administration and Management*6
24. Psychology *6
25. Public Relations*6
26. Auditing*6
27. Law*6
28. Oxford Dictionaries (Afrikaans and English)*6
29. Financial Management*6
30. Project Management*6
31. Industrial Relation*6
32. Supply Chain*6
33. HIV and AIDS*6
34. Community Development*6
SECTION A

FORM OF TENDER AND DECLARATION

NOTICE NO: MLM/28/2012

MUNICIPAL AREA: LIM335

DECLARATION:

To: The Municipal Manager
MARULENG MUNICIPALITY
PO BOX 627
HOEDSPRUIT
1380

Sir

I/We, the undersigned:

a) Tender to supply and delivery to the Maruleng Municipality all of the services described both in this and the other forms and schedules to this tender.
b) Agree that we will be bound by the specifications, prices, terms, conditions and proposals stipulated in the schedules attached to this tender document, regarding delivery and execution.
c) Confirm that this tender may only be accepted by the MARULENG Municipality by way of a duly authorized Letter of Acceptance.
d) Declare that we are fully acquainted with the schedules and the contents thereof and that we have signed the schedules, attached hereto.
f) Declare that, each page of the tender document and amendments thereto will be initialed by the relevant authorized person in order for the document to constitute a proper contract between the (Insert name of the municipality) Municipality and the undersigned, on acceptance of the tender by the (Insert name of the municipality) Municipality.
g) Declare that I have no participation in any collusive practices with any tendered or any other person regarding this tender.

Signed at …………………………… on this ………….. day of …………………………… 2010

Signature of Tenderer …………………………………………..

Name of Tender ………………………………………………………………………………………………

As Witnesses:

1. Signature ……………………… Name in full ……………………………………………………..

I.D. No …………………………………….
2. Signature…………………………….. Name in full ……………………………………………
   I.D. No ………………………………..

Where the Tenderer is a Company, Corporation or Firm a duly authorized resolution must accompany the tender.

**PLEASE NOTE:**

- Each page of the tender document and schedules thereto must be initialed by the relevant authorized person in order for the document to constitute a proper contract between the Municipality and the Tenderer.
- On acceptance of the tender by the Municipality, the forms and schedules attached hereto shall be deemed to be the Conditions of Contract between the parties.
- Failure to complete all blank spaces in the forms and to attend to the other details mentioned therein may render the tender liable to rejection.

**DETAILS OF TENDERER**

<table>
<thead>
<tr>
<th>1</th>
<th>FULL NAMES</th>
</tr>
</thead>
<tbody>
<tr>
<td>2</td>
<td>COMPANY/ENTERPRISE REGISTRATION NO. OR ID NO.</td>
</tr>
<tr>
<td>3</td>
<td>POSTAL ADDRESS</td>
</tr>
<tr>
<td>4</td>
<td>PHYSICAL ADDRESS</td>
</tr>
<tr>
<td>5</td>
<td>TELEPHONE NO.</td>
</tr>
<tr>
<td>6</td>
<td>CELL NO. OF CONTACT PERSON</td>
</tr>
<tr>
<td>7</td>
<td>FAX NO.</td>
</tr>
<tr>
<td>8</td>
<td>E-MAIL ADDRESS</td>
</tr>
<tr>
<td>9</td>
<td>CONTACT PERSON</td>
</tr>
<tr>
<td>10</td>
<td>VAT REGISTRATION NO.</td>
</tr>
</tbody>
</table>
SECTION B

GENERAL UNDERTAKINGS BY THE TENDERER

DEFINITIONS:

“Act” means the Local Government: Municipal Property Rates Act, 2004 (Act No. 6 of 2004) and any regulations made in terms of section 83 thereof;

“Good Standing” means that the Tenderer and/or nominated person shall not be in any way lawfully indebted to the Municipality, and/or that such indebtedness shall not be older than thirty (30) days and/or that the Tenderer and/or nominated person has concluded an agreement or compromise to settle the indebtedness and is not in breach of such agreement or compromise;

“Final Delivery Certificate” means the document issued by the Municipality confirming that all known errors and defects have been rectified and that the services have been rendered in compliance with the Act together with all other terms and conditions of this tender;

“Municipality” shall mean the MARULENG Municipality

“Tender” shall include: the form of tender and declaration, general tender conditions, tender specifications, all schedules and proposals completed and submitted by Tenderer as the basis of services to be rendered and any further agreement entered into by the Tenderer in terms of the Municipality’s General Conditions of Contract and all other schedules thereto;

“Tenderer” means the Tenderer whose tender has been duly accepted by the Municipality.

“Closing Date”

08 JUNE 2012 AT 12:00

Validity Period” The tender shall be valid from the closing date of the tender to the commencement date

“Adjudication process” The period from which the Municipality opens and proceeds to complete the adjudication process resulting in the decision to award the tender. This period shall not exceed 60 business days from date of submission.

“Letter of Acceptance” The letter sent by the Municipality to the successful Tenderer notifying the Tenderer of the Award and calling on the Tenderer to accept the Award within 7 business days of the date of Notice, subject to there being no lawful objections lodged during the Statutory Objection Period (10 business days from date of Award Notification).

The Municipality must ensure that any conditions noted in the Letter of Acceptance that are additional to the terms of the Tender are of such a nature that they do not prejudice any unsuccessful tenderer/s and in turn create potential grounds for objections

“Confirmation by the Tenderer” The letter of reply by the successful tenderer confirming acceptance of the Municipality’s Letter of Acceptance

“Notification to Unsuccessful Tenderers” Upon receipt by the Municipality of Confirmation by the Tenderer, the Municipality shall, within 2 business days, notify those tenderers that they have been unsuccessful

“Commencement Date” This date shall be 10 business days from the date of Notification to Unsuccessful Tenderers
“Contract Agreement” Within 30 business days from the Date of Commencement, the Municipality and the successful Tenderer shall conclude all agreements necessary for the successful completion of the Tender. The time taken to broker the Contract Agreements shall form part of the Tenderer’s contract price and shall form part of the tenderer’s project establishment cost.

The Contract Agreement shall include, but not be limited to the following:

1. General Conditions of Contract 
2. Schedule of project objectives and deliverables 
3. Project programme and time lines 
4. Project cash flow 
5. Quality management plan 
6. The tender specification

INTERPRETATION:

• In this agreement, clause headings are for convenience and shall not be used in its interpretation, unless the context clearly indicates a contrary intention;

• An expression, which denotes:
  
  Any gender includes the other gender;
  A natural person, includes a juristic person and vice versa;
  This singular, includes the plural and vice versa;

• Any reference to any statute, regulation or other legislation or official municipal or national policy shall be a reference to that statute, regulation or other legislation or official municipal or national policy as at the Date of Commencement and as amended or re-enacted from time to time;

• When any number of days is prescribed, such shall be reckoned exclusively of the first and inclusively of the last day, unless the last day falls on a day which is not a business day, in which case the last day shall be the next succeeding day which is a business day;

• Where any term is defined within a particular clause, other than the interpretation clause, that term shall bear the meaning ascribed to it in that clause wherever it is used in this agreement.

I/We hereby tender to supply all or any of the requirements or to render all or any of the services described in the attached forms, schedules and/or annexure to the Municipality on the terms and conditions and in accordance with the specifications and proposals stipulated in the tender documents (and which shall be taken as part of and incorporated into, this tender) and at the prices and on the terms regarding time for delivery and/or execution inserted therein.

I/We agree further that:

the tender herein shall remain binding upon me/us and open for acceptance by the Municipality during the validity period indicated and calculated from the closing date of the tender;
this tender and its acceptance shall be subject to the terms and conditions contained in the forms, schedules and/or annexure attached hereto with which I am/we are fully acquainted.

Notwithstanding anything to the contrary in the forms, schedules and/or annexure attached hereto:

if I/we withdraw my/our tender after having signed the Letter of Acceptance, or fail to fulfill the contract when called upon to do so, the Municipality may, without prejudice to its other rights, agree to the withdrawal of my/our tender or cancel the contract that may have been entered into between me/us and the Municipality;
in such event I/we will then pay to the Municipality any additional expense incurred by the Municipality for having either to accept any less favorable tender or, if fresh tenders have to be invited, the additional expenditure incurred by the invitation of fresh tenders and by the subsequent acceptance of any less favorable tender;

the Municipality shall also have the right in these circumstances, to recover such additional expenditure by set-off against monies which may be due or become due to me/us under this or any other tender or contract or against any guarantee or deposit that may have been furnished by me/us or on my/our behalf for the due fulfillment of this or any other tender or contract;

pending the ascertaining of the amount of such additional expenditure the Municipality may retain such monies, guarantee or deposit as security for any loss the Municipality may sustain, as determined hereunder, by reason of my/our default.

If my/our tender is accepted that acceptance may be communicated to me/us by letter or facsimile and that proof of delivery of such acceptance to SA Post Office or the production of a document confirming that a fax has been sent, shall be treated as delivery to me/us.

The laws of the Republic of South Africa shall govern the contract created by the acceptance of this tender.

I/We have satisfied myself/ourselves as to the correctness and validity of this tender, that the price(s) and rate(s) quoted cover all the work/item(s) specified in the tender documents and that the price(s) and rates(s) cover all my/our obligations under a resulting contract and that I/we accept that any mistakes regarding price(s) and calculations will be at my/our risk.

I/We accept full responsibility for the proper execution and fulfillment of all obligations and conditions defaulting on me/us under this agreement as the principal(s) liable for the due fulfillment of this contract.

Notwithstanding the amount or cause of action involved I/we hereby consent to the jurisdiction of the Magistrate’s Court for the district of the Municipality in respect of any action whatever arising from this contract.

SECTION C

TENDER CONDITIONS

1. All Tenderers are hereby advised that in the event that the tender is accepted by the Municipality all conditions and stipulations set out in this tender and in all forms, schedules and/or annexure hereto, will be the contract between the Tenderer and the Municipality.

2. Tenderers are required to acquaint themselves and to comply in their tender with the procurement policy documents of the Municipality;

Tender documents and responses thereto are only in English.

4. Failure on the part of the Tenderer to sign this tender for and thus to acknowledge and accept the conditions in writing or to complete the attached forms, questionnaires and specifications and proposals in all respects, may in the sole discretion of the Municipality invalidate the tender.

5. If any of the conditions on this tender form are in conflict with any special conditions, stipulations or provisions incorporated in the tender, such special conditions, stipulations or provisions shall apply.

6. Tender prices must be completed in terms of Schedule 3 of the tender document.

7. Tenders must be submitted in sealed envelopes.

8. The tender number and tender name must appear on the front of the sealed envelope in which the tender is submitted.

9. All Tenderers are advised that it is an express condition of tender that the taxes of the successful tenderer must be in order, or that satisfactory arrangements have been made with South African Revenue Services (SARS) to meet the tenderer’s tax obligations.

In order to meet this requirement tenderers are advised to complete TCC 001 “Application for Tax Clearance Certificate” and submit it to any SARS branch office nationally. The Tax Clearance Certificate requirements are also applicable to foreign tenderers who wish to submit tenders.

SARS will then furnish the tenderer with a valid Tax Clearance Certificate
The original Tax Clearance Certificate must be attached as Schedule 5. Failure to submit the original and valid tax certificate may result in the invalidation of the tender. Certified copies of the tax certificates will not be acceptable. In tenders where Consortia/Joint Ventures are involved, each party must submit a separate Tax Clearance Certificate.

Copies of the TCC 001 “Application Tax Clearance Certificate” form are available from any SARS branch office nationally and are also available on the website www.sars.gov.za.

Applications for the Tax Clearance Certificates may also be made via e-Filing. In order to use this provision tax payer will need to register with SARS as e-Filers through the website www.sars.gov.za.

10. Tenderers and nominated person(s) (including its trustees, members or directors as the case may be) shall be in good standing in respect of any levy, rates, fine, service charge or the like due to the Municipality. In the event of the Tenderer and/or nominated person not being in good standing and that the Tenderer and/or nominated person is indebted to the Municipality, as contemplated in this clause which arises after the Date of Commencement and before final payment has been made to the Tenderer, the Tenderer hereby consents to the Municipality deducting from the amount of the tender awarded such amounts as may be lawfully owing to the Municipality.

11. The Municipality shall not be obliged to accept the lowest or any tender. Tenderers will be fully evaluated in terms of the guidelines of the supply chain management act and preferential procurement policy framework act.

The Municipality will consider all prices and submissions made by the Tenderers. Should the Municipality during its consideration of the tenders require that a specific price and/or submission be reconsidered, it reserves the right to do so, subject to the Municipality requesting all Tenderers to submit such a request or revision of the Tender Proposal.

12. The Tenderer undertakes that it will make itself and its members, officials, employees and agents aware of the appropriate regulations and by-laws of the Municipality that might have implications on the Tenderer’s activities in terms hereof.

13. Neither the Municipality nor any official in the Municipality will be held responsible for loss of a potential opportunity to tender due to the failure of the Tenderer complying with any of the requirements of this tender.

14. The covering letter or other matter submitted with the official tender document may explain, amplify or illustrate, but not replace any part of the official tender document or the information furnished therein.

15. All data supplied by the Municipality will be received by the Tenderer at his risk. It will be the responsibility of the Tenderer to check and verify the accuracy of data supplied by the Municipality. The Municipality shall not be held responsible for any inaccurate or incomplete data provided by them and the effect that such data may have on the valuations.

16. The Municipality reserves the right to accept any tender or part thereof.

SECTION D

ADJUDICATION AND AWARDING OF TENDER

1. ADJUDICATION USING A POINT SYSTEM

The tender obtaining the highest number of points will be awarded the contract. Preference points shall be calculated after prices have been brought to a comparative basis. Points scored will be rounded off to 2 decimal places. In the event of equal points scored, the tender will be awarded to the Tenderer scoring the highest number of points for specific goals.

2. POINTS AWARDED FOR PRICE

   Depending on the tender value, the following system will be used

   • For the tender with the value from R30000 to R500000, an 80/10 points system will be used
• For the tender with the value from R500000 and above the 90/10 points system will be used

Example on how points are calculated

A maximum of 90 points will be allocated for price on the following basis:

\[
PS = 90 \left(1 + \frac{(PL - PT)}{PT}\right)
\]

Where

\begin{align*}
PS &= \text{Points scored for price of tender under consideration} \\
PT &= \text{Rand value for price tendered} \\
PL &= \text{Rand value of lowest acceptable tender}
\end{align*}

3. POINTS AWARDED FOR HISTORICALLY DISADVANTAGED INDIVIDUALS (HDI'S)

Preference points for HDI’s will be calculated on their percentage shareholding in a business, provided that they are actively involved in and exercise control over the enterprise and on the following basis:

\[
Nep = Nop \times \frac{Ep}{100}
\]

\begin{align*}
Nep &= \text{Points awarded for equity ownership by HDI} \\
Nop &= \text{The maximum number of points awarded for equity ownership by HDI’s in that specific category} \\
Ep &= \text{The percentage of equity ownership by HDI’s within the enterprise or business, determined in accordance with the definition of HDI’s.}
\end{align*}

Equity claims for a trust will only be allowed in respect of those persons who are both trustees and beneficiaries and who are actively involved in the management of the trust.

Documentation to substantiate the validity of the credentials of the trustees contemplated above must be submitted.

A consortium or joint venture may, based on the percentage of the contract value managed or executed by their HDI-members, be entitled to preference points in respect of an HDI.

A person awarded a contract as a result of preference for contracting with, or providing equity ownership to an HDI, may not subcontract more than 25% of the value of the contract to a person who is not an HDI or does not qualify for the same number or more preference for equity ownership.

**NB -THE HDI SYSTEM OF AWARDING IS NO LONGER IN USE. THE PROCESS OF AWARDING WILL BASE BASED ON BBBEE CONTRIBUTION LEVEL.**

**SCHEDULE 3**
DETERMINATION OF FEES

The tenderer must attach a copy of the statement serving as the fee structure or tender price. The tender price must include VAT.

SCHEDULE 5

TAX CLEARANCE CERTIFICATE

Tenderer must attach an original or certified copy of a current Tax Clearance Certificate as per paragraph 9 of Form C.

SCHEDULE 6

PROOF OF REGISTRATION CERTIFICATES

Tenderer must attach an original or certified copy of the company registration

SCHEDULE 7

DECLARATION OF INTEREST

1. No tender will be accepted from persons in the service of the state*.

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 tender. In view of possible allegations of favouritism, should the resulting tender, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the tenderer 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 tender.

Full Name:

Identity Number:

Company Registration Number:

Tax Reference Number:
VAT Registration Number: ______________________________________________

Are you presently in the service of the state*: YES/NO
If so, furnish particulars.
____________________________________________________________________________
____________________________________________________________________________

Have you been in the service of the state for the past twelve months: YES/NO
If so, furnish particulars
____________________________________________________________________________
____________________________________________________________________________

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 tender? YES/NO
If so, furnish particulars
____________________________________________________________________________
____________________________________________________________________________

Are you, aware of any relationship (family, friend, other) between a tenderer and any persons in the service of the state who may be involved with the evaluation and or adjudication of this tender? YES/NO
If so, furnish particulars
____________________________________________________________________________
____________________________________________________________________________

Are any of the company’s directors, managers, principle shareholders or stakeholders in service of the state? YES/NO
If so, furnish particulars
____________________________________________________________________________
____________________________________________________________________________

Are any spouse, child or parent of the company’s directors, managers, principle shareholders or stakeholders in service of the state? YES/NO
If so, furnish particulars
____________________________________________________________________________
____________________________________________________________________________

____________________________________________________________________________
CERTIFICATION

I, the undersigned (name)

Certify that the information furnished on this declaration form is correct. I accept that the Municipality may act against me should this declaration prove to be false.

_________________________________________  ________________________________
Signature                                              Date

_________________________________________  ________________________________
Position                                              Name of Tenderer

SCHEDULE 10

DECLARATION OF PROCUREMENT

The following must be completed where the tender exceeds R10million (VAT included).

1. Are you by law required to prepare annual financial statements for auditing?  YES/NO
   1.1. If YES, attach audited annual financial statements for the past three years or since the date of establishment, if established during the past three years.

2. Do you have any outstanding undisputed commitment for Municipal services towards the Municipality or any other service provider in respect of which payment is overdue for more than 30 days? YES/NO
   2.1. If NO, this serves to certify that the Tenderer has no outstanding undisputed commitment for Municipal services towards the Municipality or any other service provider in respect of which payment is overdue for more than 30 days.

2.2. If YES, provide particulars.

____________________________________________________________________
____________________________________________________________________
____________________________________________________________________
____________________________________________________________________

3. Has any contract/tender been awarded to you by an organ of state during the past five years where any material, non-compliance or dispute concerning the execution of such contract/tender occurred?  YES/NO
   3.1. If YES, furnish particulars.
4. Will any portion of goods or services be sourced from outside the Republic of South Africa, and if so what portion or is it expected that any portion of payment from the Municipality will be transferred out of the Republic? YES/NO

4.1 If YES, furnish particulars.

____________________________________________________________________
____________________________________________________________________
____________________________________________________________________

I, the undersigned certify that the information provided on this schedule is correct and accept that the Municipality may act against me should this declaration proves to be false.

______________________________  ______________________________
SIGNATURE                     DATE

NAME OF TENDERER