

**TENDER NO: MKHO03/2025/26****APPOINTMENT OF SUITABLE AND REPUTABLE SERVICE PROVIDER TO LEASE PHOTOCOPIER MACHINES (OPERATING LEASE) FOR A PERIOD OF THIRTY-SIX (36) MONTHS**

<b>CLOSING DATE:</b>	<b>01 September 2025</b>	<b>TIME</b>	<b>12H00</b>
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<b>NAME OF TENDERER</b>	
<b>TOTAL AMOUNT (MBD 3.1)</b>	
<b>CENTRAL SUPPLIER DATABASE NUMBER</b>	MAAA
<b>TAX COMPLIANCE PIN</b>	

<b>BID PROCEDURE ENQUIRIES: SCM</b>		<b>TECHNICAL ENQUIRIES: ICT</b>	
MR. MC GUMEDE		MR. RALTON LEWIS	
SENIOR MANAGER: SUPPLY CHAIN MANAGEMENT		SENIOR MANAGER: ICT	
		<b>EMAIL</b>	<a href="mailto:rlewis@mkhondo.gov.za">rlewis@mkhondo.gov.za</a>
		<b>DIRECTORATE: ASSEST AND LOGISTICS</b>	
		QZ MBATHA	
		SENIOR MANAGER: ASSETS AND LOGISTICS	
		<b>EMAIL</b>	<a href="mailto:gzmbatha@mkhondo.gov.za">gzmbatha@mkhondo.gov.za</a>
<b>TENDER ISSUED BY</b>			
MKHONDO LOCAL MUNICIPALITY			
<b>MKHONDO LOCAL MUNICIPALITY</b>		<b>P O BOX 23, eMKHONDO, 2380</b>	
<b>REPRESENTED BY:</b>		<b>MJ MKHONZA</b> MUNICIPAL MANAGER MKHONDO LOCAL MUNICIPALITY	
<b>TEL. NUMBER</b>	017 004 0197	<b>TEL. NUMBER</b>	017 004 0197

**TENDER DETAILS**

<b>TENDER NUMBER</b>	<b>MKHO03/2025/26</b>
<b>TENDER TITLE</b>	<b>APPOINTMENT OF SUITABLE AND REPUTABLE SERVICE PROVIDER TO LEASE PHOTOCOPIER MACHINES (OPERATING LEASE) FOR A PERIOD OF THIRTY-SIX (36) MONTHS</b>

<b>TENDER NO.</b>	<b>MKHO03/2025/26</b>				
		BIDDER	WITNESS	EMPLOYER	WITNESS

CLOSING DATE	<b>01 September 2025</b>	CLOSING TIME	<b>12H00</b>
SITE MEETING	DATE	<b>N/A</b>	
TENDER DOCUMENT FEE	<b>Not Applicable</b>	PREFERENCE POINT SYSTEM	<b>80/20</b>
BID BOX SITUATED AT	<b>No. 33 Corner Market and De Wet Street, eMkhondo, 2380</b>		
OPERATING HOURS	The bid box is open during office hours, Monday to Friday from 7h30 to 16h30.		
OFFER TO BE VALID FOR	<b>90 DAYS FROM CLOSING DATE OF TENDER</b>	LOCAL CONTENT	<b>N/A</b>

PLEASE NOTE:

1. Prospective suppliers must be registered on CSD prior to submitting bids (open bids)
2. Tenders that are deposited in the incorrect Tender box will not be considered. Bid Submissions whose names do not appear on the bid submission register will NOT be considered.
3. This bid is subject to the Preferential Procurement Policy Framework Act and the Preferential Procurement Regulations, 2022, the General Conditions of Contract (GCC) and, if applicable, any other special conditions of contract.
4. Mailed, telegraphic, telex, or faxed tenders will NOT be accepted.
5. No late bids after closing date and time will be accepted.
6. Bids not clearly marked and unamend will not be accepted.
7. Bids may only be submitted on the bid documentation provided by the municipality.
8. Bid documents may ONLY be completed in black permanent ink (no erasable ink / pen)
9. No awards will be made to a person:
  - i. Who is in the service of the state,
  - ii. If that person is not a natural person, of which any director, manager, principal shareholder, or stakeholder is a person in the service of the state.
  - iii. Who is an advisor or consultant contracted with the municipality or municipal entity
  - iv. Whose Municipal rates are in arrears more than 90 days.
  - v. Whose names appears on National Treasury's Database or list of *Restricted Supplier* and Tender Defaulter Report.

TENDER NO.	MKHO03/2025/26				
		BIDDER	WITNESS	EMPLOYER	WITNESS

TABLE OF CONTENTS

CONTENTS

THE BID

**PART T1: BIDDING PROCEDURES**  
T1.1 Notice and Invitation to Bid  
T1.2 Tender Data

**PART T2: RETURNABLE DOCUMENTS**  
T2.1 Returnable Schedules required for Bid Evaluation Purposes  
T2.2 Other Documents required for Bid Evaluation Purposes

THE CONTRACT

**PART C1: AGREEMENT AND CONTRACT DATA**  
C1.1 Form of Offer and Acceptance  
C1.2 Contract Data

**PART C2: PRICING DATA**  
C2.1 Pricing Instructions  
C2.2 Bill of Quantities

**PART C3: SCOPE OF WORKS**  
C3.1 Description of Works

**PART C3.4: General Conditions of Contract (GCC 2015)**

TENDER NO.	MKHO03/2025/26				
		BIDDER	WITNESS	EMPLOYER	WITNESS

## BIDDER'S TENDER DOCUMENTATION DECLARATION

	QUESTION	BIDDER'S RESPONSE
1	Have you initialled all the pages of the tender document?	*YES / NO
2	Have you completed and signed the returnable schedules required for tender evaluation purposes?	
2.1	▪ Schedule 1 : Resolution of board of directors	*YES / NO
2.2	▪ Schedule 2 : Commitments of Tenderer	*YES / NO
2.3	▪ Schedule 3 : Record of addenda to tender documents	*YES / NO
2.4	▪ Schedule 4 : Compulsory enterprise questionnaire	*YES / NO
2.5	▪ Schedule 5 : Certificate for water & lights	*YES / NO
2.6	▪ Schedule 6 : Proof of Central Supplier Database (CSD) Registration.	*YES / NO
2.7	▪ Schedule 7 : Tenderer's experience	*YES / NO
3	Have you completed/signed and submitted all relevant information as requested by the evaluation schedules (as and when required)?	*YES / NO
4	Have you completed and signed the ALL the Municipal Bidding Declaration (MBDs) Document as per Instructions?	*YES / NO
5	To substantiate your B-BBEE rating claims. Have you submitted an original, valid, or certified copy of your company's B-BBEE certificate to qualify for preference points?	*YES / NO
6	Have you completed the Form of Offer in <b>WORDS</b> as well as in <b>FIGURES</b> ?	*YES / NO
7	Have you completed and signed Part 2 of contract data	*YES / NO
8	Have you completed and signed the bill of quantities	*YES / NO
9	Do you understand the scope of work that includes the standard specifications/project specifications and particular specifications?	*YES / NO

## BIDDER'S TENDER DOCUMENTATION DECLARATION CERTIFICATION

I, the undersigned certify that the information furnished on this declaration form is correct, completed and submitted.	
Name of Bidder	
Position / Designation	
Signature	
Date	

TENDER NO.	MKHO03/2025/26				
		BIDDER	WITNESS	EMPLOYER	WITNESS

## SCHEDULE OF DOCUMENTS

The tender document for this contract comprises of the following:

### T. THE TENDER

#### T1: Tendering Procedures

- T1.1 Tender Notice and Invitation to Tender
- T1.2 Tender Data
- T1.3 Standard Conditions of Tender

#### T2: Returnable Documents

- T2.1 List of Returnable Documents
  - T2.1.1 Returnable Schedules Required for Tender Evaluation Purposes
    - Schedule 1 : Resolution of Board of Directors
    - Schedule 2 : Commitments of Tenderer
    - Schedule 3 : Record of addenda to tender documents
    - Schedule 4 : Compulsory enterprise questionnaire
    - Schedule 5 : Certificate for water & lights
    - Schedule 6 : Proof of Central Supplier Database (CSD) Registration.
    - Schedule 7 : Evaluation Schedule: Tenderer's experience
  - T2.2.2 Compulsory Municipal Bid Documentation
    - MBD 1 : Invitation to Bid
    - MBD 2 : Tax Compliance Requirements
    - MBD 3.1 : Pricing Schedule
    - MBD 4 : Declaration of Interest
    - MBD 6.1 : Preference Certificate
    - MBD 7.2 : Contract form for rendering of services (Part 1)
    - MBD 7.2 : Contract form for rendering of services (Part 2)
    - MBD 8 : Declaration of bidder's past supply chain management practices
    - MBD 9 : Certificate of Independent Bid Determination

### C. THE CONTRACT

#### C1: Agreement and Contract Data

- C1.1 Form of Offer and Acceptance
  - C1.1.1 Form of Offer
  - C1.1.2 Form of Acceptance
  - C1.1.3 Schedule of Deviations
- C1.2 Contract Data
  - C1.2.1 Conditions of Contract

#### C2: Pricing Data

##### C2.1 Pricing Instructions

- C2.2 Bill of Quantities

#### C3: Scope of Work

- C3.1 Standard and Project specifications
- C3.4 General Conditions of Contract

TENDER NO.	MKHO03/2025/26				
		BIDDER	WITNESS	EMPLOYER	WITNESS

## THE TENDER

<b>TENDER NO.</b>	<b>MKHO03/2025/26</b>				
		BIDDER	WITNESS	EMPLOYER	WITNESS

# T1 TENDERING PROCEDURES

## T1.1 TENDER NOTICE & INVITATION

MBD 1

### PART A

### INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE MKHONDO LOCAL MUNICIPALITY					
BID NUMBER:	<b>MKHO03/2025/26</b>	CLOSING DATE:	<b>01 September 2025</b>	CLOSING TIME:	<b>12:00p.m</b>
DESCRIPTION	<b>APPOINTMENT OF SUITABLE AND REPUTABLE SERVICE PROVIDER TO LEASE PHOTOCOPIER MACHINES (OPERATING LEASE) FOR A PERIOD OF THIRTY-SIX (36) MONTHS</b>				
<b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).</b>					

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT *GROUND FLOOR, No. 33 Corner Market and De Wet Street, eMkhondo, 2380*

<b>MKHONDO LOCAL MUNICIPALITY</b> <b>(OPERATION HOURS: Mon TO Thurs - 7h30 UNTIL 16H30 and Friday 14h00</b>					
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION No.					
TAX COMPLIANCE STATUS	TCS PIN:		CSD No:		
1.1 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]	1.2 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]		
1.3 Total number of Items offered		1.4 Total Bid Price	<b>R</b>		
1.5 SIGNATURE of Bidder		1.6 Date			
1.7 Capacity under which this Bid is signed					

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		TECHNICAL INFORMATION MAY BE DIRECTED TO:	
Department	Finance – SCM	Department	Project Management Unit
Contact Person	Mr MC Gumede	Contact Person	Mr DM Ngoma
Telephone Number	(017) 004 0197	Telephone Number	(017) 004 0197
E-Mail Address	<a href="mailto:mgumede@mkhondo.gov.za">mgumede@mkhondo.gov.za</a>	E-Mail Address	<a href="mailto:dmngoma@mkhondo.gov.za">dmngoma@mkhondo.gov.za</a>

TENDER NO.	MKHO03/2025/26				
		BIDDER	WITNESS	EMPLOYER	WITNESS

**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, 2022, 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.**

**3. MANDATORY RETURNABLES, TENDER RULES AND INSTRUCTIONS (FAILURE TO COMPLY WITH THE PRE-SET REQUIREMENTS,**

- 4.1 DULY COMPLETED AND SIGNED MBD 1 FORM BY SERVICE PROVIDER AND FORMAL WRITTEN PRICE QUOTATION BY THE BIDDER
- 4.2 COMPLETION AND SIGNING OF ALL DECLARATION FORMS (MBD)
- 4.3 SUBMISSION OF A VALID SARS TCS PIN
- 4.4 PROOF AND DECLARATION THAT THE BIDDER IS NOT IN ARREARS OF MUNICIPAL RATES MORE THAN 90 DAYS
- 4.5 PROOF OF REGISTRATION WITH RECOGNIZED PROFESSIONAL BODIES
- 4.6 BIDDER MUST PROVIDE CERTIFIED ID COPIES OF ALL DIRECTORS, SHAREHOLDERS, AND PARTNERS
- 4.7 ALL CERTIFIED COPIES MUST NOT BE OLDER THAN THREE (03) MONTHS FROM CLOSING DATE.
- 4.8 CERTIFIED COPY OF COMPANY REGISTRATION CERTIFICATE TO BE ATTACHED WITH THE BID DOCUMENT
- 4.9 CENTRAL SUPPLIER DATABASE (CSD) REGISTRATION REPORT, AND
- 4.10 DECLARATION THAT BIDDER IS NOT IN ARREARS OF ANY MUNICIPAL RATES, MUNICIPAL RATES OF EACH COMPANY DIRECTOR, VALID LEASE AGREEMENT AND LEASE DECLARATION BY LESSOR, OR PROOF OF RESIDENCE FROM THE MUNICIPAL COUNCIL (IF OPERATING BUSINESSES FROM AN INFORMAL NON-BILLED RESIDENTIAL AREA)

**NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE. ALL CERTIFIED COPIES MUST NOT BE OLDER THAN THREE MONTHS FROM TENDER CLOSING DATE. COPIES OF CERTIFIED COPIES WILL NOT BE CONSIDERED AS VALID COPIES.**

SIGNATURE OF BIDDER: ..... Date: .....

CAPACITY UNDER WHICH THIS BID IS SIGNED: .....

TENDER NO.	MKHO03/2025/26				
		BIDDER	WITNESS	EMPLOYER	WITNESS





**MKHO03/2025/26**

**APPOINTMENT OF SUITABLE AND REPUTABLE SERVICE PROVIDER TO LEASE PHOTOCOPIER MACHINES (OPERATING LEASE) FOR A PERIOD OF THIRTY-SIX (36) MONTHS**

**CLOSING DATE: 01 SEPTEMBER 2025**

In terms of Section 110 of the Municipal Finance Management Act, 2003 (No. 56 of 2003), tenders are hereby invited for the **APPOINTMENT OF SUITABLE AND REPUTABLE SERVICE PROVIDER TO LEASE PHOTOCOPIER MACHINES (OPERATING LEASE) FOR A PERIOD OF THIRTY-SIX (36) MONTHS**. Bid documents may be downloaded from the Municipal website, [www.mkhondo.gov.za](http://www.mkhondo.gov.za) and the e-tender portal, [www.etenders.gov.za](http://www.etenders.gov.za) from **29 July 2025**.

The closing time to submit tenders is **12:00 p.m** on **01/09/2025**. Telegraphic, facsimile, e-mail, unmarked and late tenders will under no circumstances be considered and accepted. Prospective bidders are **mandated** to write the names of the bidding entity, the contact details and email address on the bid submission register failure which their submissions will not be considered for evaluation. The tenders will not be open in public on the closing date but names will be published in the Municipal website. Box will be emptied just after closing time on the closing date. **No compulsory briefing session will be held for this bid.**

Any technical enquiries relating to the tender document may be directed to Mr R Lewis Tel: 017 004 0197, email [rlewis@mkhondo.gov.za](mailto:rlewis@mkhondo.gov.za), Ms QZ Mbatha Tel: 017 004 0197, email [qzmbatha@mkhondo.gov.za](mailto:qzmbatha@mkhondo.gov.za) and Any procurement related enquiries relating to the tender document may be directed to the section Supply Chain Management at 017 004 0197, to Mr. MC Gumede, email: [mgumede@mkhondo.gov.za](mailto:mgumede@mkhondo.gov.za)

Fully completed tender documents, clearly marked Tender No. **MKH03/2025/26: "APPOINTMENT OF SUITABLE AND REPUTABLE SERVICE PROVIDER TO LEASE PHOTOCOPIER MACHINES (OPERATING LEASE) FOR A PERIOD OF THIRTY-SIX (36) MONTHS"** must be placed in a sealed envelope and placed in the tender box provided by **Mkhondo Local Municipality, No. 33 Corner Market and De Wet Street, eMkhondo, 2380, by no later than the 01<sup>st</sup> of September 2025 on closing date**. The envelope must be endorsed with number, title and closing date as indicated above.

The Tender can only be submitted on the documentation that is issued. Bids will be evaluated using Method 2 of evaluation (that is compliance to mandatory requirements and returnables, functionality assessment, and evaluation for price and preference points). Bidders are expected to score a minimum score of **50%** for Functionality under Stage Two Evaluation to be considered for the third stage of evaluation. All submissions will be adjudicated in terms of the Mkhondo Local Municipality's Procurement Policy and Bids will be evaluated in accordance with Preferential Procurement Policy Framework Act no 5 of 2000 as well as the Preferential Procurement Regulations, 2022 (PPR2022). The 80/20 Price and Specific goals Point System will be applicable for this Tender. Mkhondo Local

TENDER NO.	MKHO03/2025/26				
		BIDDER	WITNESS	EMPLOYER	WITNESS

Municipality Supply Chain Management Policy allocate 20 points in terms of specific goals as follows:

- 100% Black person or people owned enterprise **(5 points)**
- More than 30% people living with disability shareholding or owned enterprise **(2,5 points)**,
- More than 30% Youth Shareholding or owned enterprise **(2,5 points)**
- More than 30% woman or women shareholding or owned enterprise **(2,5 points)**
- Enterprise located within Mkhondo Local area of jurisdiction **(2,5 points)**
- Points for valid B-BBEE Level 1 contribution (SANAS verified B-BBEE certificate for generic enterprise, and for EME and SME a sworn affidavit or CIPC issued certificate confirming annual turnover and level of Black Ownership B-BBEE Level **(5 points)**)

No awards will be made to a person:

- Who is not registered on the Central Supplier Database;
- Who is in the service of the state;
- If that person is not a natural person, of which any director, manager, principal shareholder or stakeholder is a person in the service of the state; and/or
- Who is an advisor or consultant contracted with the municipality or municipal entity.

Bidders that do not hear anything after three (3) months from closing date of this tender must consider their bids as unsuccessful.

The municipality reserves the right to withdraw any invitation to tender and/or to re-advertise or to reject any tender or to accept a part of it. The municipality does not bind itself to accepting the lowest tender or award a contract to the bidder scoring the highest number of points.

**The following documents must be attached (Bidders that fail to submit documents indicated as compulsory will be disqualified)**

- Copy/ printed valid Tax compliance status Pin to enable the municipality to verify the bidder's tax compliance status- **Compulsory**
- Certified Copy of bidder's municipal rates statement (the entity) and it's directors' municipal rates statement (for the month ended July 2025) or copy of valid Lease Agreement – **Compulsory**
- Valid full comprehensive CSD registration report (not a summary) not older than thirty days from tender closing date – **Compulsory**
- Copy of Company registration certificate (**Compulsory**), and
- Certified Copies of IDs of Directors - **Compulsory**

M.J MKHONZA  
MUNICIPAL MANAGER  
MKHONDO LOCAL MUNICIPALITY

TENDER NO.	MKHO03/2025/26				
		BIDDER	WITNESS	EMPLOYER	WITNESS

## T1.2 TENDER DATA

The conditions of tender are the Standard Conditions of Tender as contained in Annexure F of CIDB standard uniformity in construction procurement. (See [www.cidb.org.za](http://www.cidb.org.za)) which are reproduced without amendment or alteration for the convenience of tenderers in this tender in the section T1.3 of the tender data.

The Standard Conditions of Tender for procurement makes several references to the tender data for details that apply specifically to this tender. The tender data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the standard conditions of tender for procurement other than disposals.

Each item of data given below is cross-referenced to the relevant clause in the above-mentioned Standard Conditions of Tender.

Clause number	Data
<b>F 1.1 Action</b>	The Employer is: <b>MKHONDO LOCAL MUNICIPALITY</b>
<b>F.1.2 Tender Documents</b>	<p>The bid documents issued by the Employer comprise:</p> <p><b>THE BID</b></p> <p><b>Part T1 Bidding procedures</b>  Part T1.1 Bid notice and invitation to bid  Part T1.2 Tender data</p> <p><b>Part T2 Returnable documents</b>  Part T2.1 List of returnable documents  Part T2.2 Returnable schedules</p> <p><b>THE CONTRACT</b></p> <p><b>Part C1 Agreements and contract data</b>  C1.1 Form of offer and acceptance  C1.2 Contract data</p> <p><b>Part C2 Pricing Data</b>  C2.1 Pricing Instructions  C2.2 Bill of Quantity / Price proposals</p> <p><b>Part C3 Scope of Works</b>  C3 Scope of Works</p> <p><b>Part C3.4 General Conditions of Contract (GCC 2015)</b>  C3.4 General Conditions of Contract</p>

TENDER NO.	MKHO03/2025/26				
		BIDDER	WITNESS	EMPLOYER	WITNESS

Clause number	Data
<b>F.1.3</b> <b>Communication and Employer's Representative</b>	<p>The Employer's Representative is:</p> <p>Name: MJ Mkhonza</p> <p>Capacity: Municipal Manager (Mkhondo Local Municipality)</p> <p>E-mail: <a href="mailto:mmkhonza.mkhondolm@gmail.com">mmkhonza.mkhondolm@gmail.com</a></p>
<b>F.1.4</b> <b>The employer's right to accept or reject any tender offer:</b>	The employer is not obliged to accept the lowest or any tender offer
<b>F.1.5</b>	A competitive negotiation procedure will not be followed
<b>F.2.1</b> <b>Tender Evaluation</b>	<p><b>Tender Evaluation: Failure to submit the below-mentioned documents will lead to disqualification of your bid.</b></p> <p><b><u>First Stage Supply Chain Management Compliance Evaluation:</u></b></p> <ul style="list-style-type: none"> <li>▪ Copy/ printed of a valid Tax Compliance Status Pin (TCS) to enable the municipality to verify the bidder's tax compliance status- Compulsory</li> <li>▪ Recent (month ended July 2025) Certified Copy of bidder's (Directors' and that of the entity) current municipal account or copy of valid Lease Agreement – Compulsory</li> <li>▪ Valid FULL / COMPREHENSIVE CSD Registration report (not a summary) not older than thirty days from tender closing date– Compulsory</li> <li>▪ Copy of the company registration certificate – Compulsory</li> <li>▪ Certified copies of Identity Documents of each Director – Compulsory</li> <li>▪ Duly completed MBD forms - Compulsory</li> </ul> <p><b><u>Second Stage Evaluation of Bidders is the Ability to execute the project in terms of SCM regulation 28 (1)(b). The bidder must meet a minimum of fifty percent (50%) or 50 points out of a total 100 points.</u></b></p> <p>The following is required:</p> <p><b>A. <u>Company Experience:</u></b> Bidders must submit proof of appointment letters of previous and current Projects of similar nature/scope.</p> <p><b>B. <u>Financial Capacity</u></b> Bidders must submit a bank stamped (electronic or physical stamp) copy of a valid Bank Rating Certificate.</p> <p><b>C. <u>Bidders' References</u></b> Bidders are required to submit the entity's reference letters from current and previous clients.</p>

TENDER NO.	MKHO03/2025/26				
		BIDDER	WITNESS	EMPLOYER	WITNESS

Clause number	Data		
	Description	Allocation	Max. Points
	<b>Company Experience.</b> <i>Bidders to demonstrate proof of appointment of SIMILAR with previous and current Government clients</i>	<ul style="list-style-type: none"> <li>- Bidder has between one (01) and two (02) appointment letters of similar work with previous and current clients <b>(20 points)</b></li> <li>- Bidder has between three (03) and four (04) appointment letters of similar work with previous and current clients <b>(30 points)</b></li> <li>- Bidder has between five (05) and six (06) appointment letters of similar work with previous and current clients <b>(40 points)</b></li> <li>- Bidder has seven (07) or more appointment letters of similar work with previous and current clients <b>(50 points)</b></li> </ul>	<b>50</b>
	<b>Key Personnel:</b> <i>Bidder must provide proof of its key personnel(TECHNICIANS) that certified copies of relevant INFORMATION TECHNOLOGY qualifications and copies of their Curriculum Vitae(CV)</i>	<ul style="list-style-type: none"> <li>- <b>SENIOR IT TECHNICIANS:</b></li> <li>- Bidder has demonstrated proof of qualifications of its Senior IT Technician that has more than ten (10) years' experience <b>(15 points) or</b></li> <li>- Bidder has demonstrated proof of qualifications of its Senior IT Technician that between five (05) and nine (09) years' of experience <b>(10 points),</b></li> <li>- <b>JUNIOR IT TECHNICIANS:</b></li> <li>- Bidder has demonstrated proof of qualifications of its TWO Junior IT Technician that LESS than five (05) years' experience (that is , four or less) <b>(10 points, 5 each),</b></li> </ul>	<b>25 Sum</b>
	<b>Financial Capacity:</b> <i>Bidders must a valid proof of Financial capacity in a form of a bank stamped (electronic or physical) Bank Rating Code certificate.</i>	<ul style="list-style-type: none"> <li>- Bank Rating Code A: Indisputable for enquiries. Undoubtedly good for the amount offered <b>(15 points)</b></li> <li>- Bank Rating Code B: Good for the amount offered <b>(12 points)</b></li> <li>- Bank Rating Code C: Good for the amount offered, <b>(10 points)</b></li> <li>- Bank Rating Code D or Lower, <b>(05 points)</b></li> </ul>	<b>15</b>
	<b>Company Reference Letters:</b> <i>Provide company reference letters for similar works from current and previous clients (Letters must be signed by clients on its official letterhead and stamped</i>	<ul style="list-style-type: none"> <li>- Bidder has between one (01) and three (03) reference letters from previous and current clients for similar work <b>(05 points)</b></li> <li>- Bidder has four (04) or more reference letters from previous and current clients for similar work <b>(10 points)</b></li> </ul>	<b>10</b>
	<b>TOTAL POINTS SCORABLE</b>		<b>100</b>

TENDER NO.	MKHO03/2025/26				
		BIDDER	WITNESS	EMPLOYER	WITNESS

Clause number	Data
	<p><b><i>Bidders must score a minimum of 50 Points out of 100 (or 50%) under Functionality (Second Stage of Evaluation) to be considered for next stage of Evaluation (Third Stage: Points for Price and Special Goals)</i></b></p> <p><b><u>Third Stage Evaluation on 80/20-point system</u></b></p> <ul style="list-style-type: none"> <li>80/20 preference point system for rendering of services with Rand value up to R5 million.</li> <li>80 maximum points will be allocated for the lowest acceptable total bid price</li> <li>20 points will be allocated for specific goals in terms of preference point system as per the completed MBD 6.1</li> </ul>
<b>F.3.1 Alternative Tenders</b>	Alternative tender offers will <b>NOT</b> be considered
<b>F.3.2 Submitting a Tender Offer</b>	Bids may only be submitted on the Bid documentation issued by MLM. Bid documents may only be completed in permanent (no erasable pens will be allowed) black ink
<b>F.3.3 Submitting a Tender Offer</b>	<p>The Employer's address for delivery of bid offers and identification details to be shown on each bid offer package are:</p> <p><u>Location of bid box:</u>      <b>The Bid Box</b>  Physical address:      MKHONDO LOCAL Municipality  Cnr Market and De Wet Street  eMKHONDO  2380</p> <p><u>Identification details:</u>  Contract Number:      <b>MKHO03/2025/26</b>  Description:      <b>APPOINTMENT OF SUITABLE AND REPUTABLE SERVICE PROVIDER TO LEASE PHOTOCOPIER MACHINES (OPERATING LEASE) FOR A PERIOD OF THIRTY-SIX (36) MONTHS</b></p>
<b>F.3.4 Closing Time</b>	<p>The closing time for submission of bid offers is:</p> <p>Time:      <b>12:00 p.m on 01 SEPTEMBER 2025.</b></p> <p>Format:      Telephonic, telegraphic, telex, facsimile or e-mailed bid offers <b>will NOT be accepted.</b></p>
<b>F.3.5 Tender Offer Validity</b>	The bid offer validity period is <b>90 days</b>
<b>F.3.6 Certificates</b>	<p>The tenderer is required to submit with his tender:</p> <ol style="list-style-type: none"> <li>A recent (not older than thirty days from tender closing date) Comprehensive (not a summary) CSD (Central Supplier Database) registration report - <b>Compulsory</b></li> <li>Copy/ printed valid Tax compliance status Pin to enable the municipality to verify the bidder's tax compliance status- <b>Compulsory</b></li> <li>Certified Copy of bidder's municipal rates statement (the entity) and it's</li> </ol>

TENDER NO.	MKHO03/2025/26				
		BIDDER	WITNESS	EMPLOYER	WITNESS

Clause number	Data
	<p>director's municipal rates statement (for the month ended July 2025) municipal account or copy of valid Lease Agreement – <b>Compulsory</b></p> <p>4. Copy of Company registration certificate (<b>Compulsory</b>), and</p> <p>5. Certified Copies of IDs of Directors – <b>Compulsory</b></p> <p>6. A Resolution by a Board of Directors of the Company authorizing the Tenderer to sign the Tender document on behalf of the Company. No authority for signatory submitted (Additional copy to be attached with Specimen Signatures under the Entity's Official Letterhead) - <b>Compulsory</b></p>
<b>F.3.7 Opening of Bid Submissions</b>	The Bids will not be open in public on tender closing date
<b>F.3.8 Two-Envelope System</b>	A two-envelope procedure <b>will NOT</b> be followed.
<b>F.3.9 Arithmetical Errors</b>	<p>Replace the contents of the clause with the following:</p> <p>"Check responsive tender offers for arithmetical errors, correcting them in the following manner:</p> <p>a) Where there is a discrepancy between the amounts in figures and in words, the amount in figures shall govern.</p> <p>b) If bills of quantities (or schedule of quantities or schedule of rates) apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the rate shall govern and the line item total shall be corrected.</p> <p>c) Where there is an error in the total of the prices either as a result of corrections required by this checking process or in the Tenderers addition of prices, the total of the prices shall be adjusted to reflect the arithmetically correct summation of corrected line item totals.</p> <p>Consider the rejection of a tender offer if the Tenderer does not accept the correction of the arithmetical errors in the manner described above."</p>
<b>F.3.10 Evaluation of Bid Offers</b>	The preference procedure for evaluation of responsive bid offers shall be the <b>80/20-point</b> preference system, in full compliance with Technical and general criteria will be evaluated.
<b>F.3.11 Successful Tenderers</b>	Successful Tenderers will be notified in writing via e-mail and or telephonically, and will be subjected to signing of a service level agreement with the Employer.
<b>F.3.12 Unsuccessful Tenderers</b>	If Bidders did not hear from MLM within thirty (30) working days upon closing date of the Tender, they should consider their Tender unsuccessful.
<b>F.3.13 Provide Copies of the Contracts</b>	The number of paper copies of the signed contract to be provided by the Employer is <b>one</b> .
<b>Additional Conditions Applicable to this Bid</b>	
	The additional conditions of bid are:

TENDER NO.	MKHO03/2025/26				
		BIDDER	WITNESS	EMPLOYER	WITNESS

Clause number	Data
	<ol style="list-style-type: none"> <li>1. The Employer may also request that the bidder provide written evidence that his financial, labour, and other resources are adequate for carrying out the contract.</li> <li>2. The Employer reserves the right to appoint a firm of chartered accountants and auditors and/or execute any other financial investigations on the financial resources of any bidder. The bidder shall provide all reasonable assistance in such investigations.</li> <li>3. The bidder shall be required to complete the Form of Offer and Acceptance and Bills of Quantity for all the region or regions for which they intend to bid for.</li> <li>4. The bid document shall be submitted as a whole and <b>shall not be taken apart.</b></li> <li>5. <b>List of returnable documents (PART T2) must be completed in full.</b> (A bidder's company profile <b>will not</b> be used by the Local Municipality to complete PART T2 on behalf of the bidder)  <b>NB: If PART T2 is not completed in full by the bidder, this offer will be rejected.</b></li> </ol>
	<p><b>Technical adjudication and General Criteria</b></p> <p>Tenders will be adjudicated in terms of inter alia:</p> <ul style="list-style-type: none"> <li>• Compliance with Tender conditions</li> <li>• Technical specifications</li> </ul> <p>If the Tenderer does not comply with the Tender Conditions, the Tenderer may be rejected. If technical specifications are not met, the Tender may also be rejected.</p> <p>Regarding the above, certain actions or errors are unacceptable and warrants <b>REJECTION OF THE TENDER</b>, for example</p> <ul style="list-style-type: none"> <li>• Pages to be completed, removed from the Tender document, and have therefore not been submitted.</li> <li>• If tender document is not fully completed as required and as stipulated in the tender data.</li> <li>• If any tender document is tempered with or unbind or unbundled.</li> <li>• <b>Failure to complete the schedule of quantities as required.</b></li> <li>• Scratching out without initialling next to the amended rates or information.</li> <li>• Writing over / painting out rates / the use of tippex or any erasable ink, e.g. pencil.</li> <li>• The Tender has not been properly signed by a party having the authority to do so, according to the – “Authority for Signatory”</li> <li>• A Resolution by a Board of Directors of the Company authorizing the Tenderer to sign the Tender document on behalf of the Company. No authority for signatory submitted (Additional copy to be attached with Specimen Signatures under the Entity's Official Letterhead)</li> <li>• Particulars required in respect of the Tender have not been provided – non-compliance of Tender requirements and/or specifications.</li> <li>• The Tenderer's attempts to influence or has in fact influenced the evaluation and/or awarding of the contract.</li> <li>• The Tender has been submitted after the relevant closing date and time</li> <li>• Failure to complete and sign Form Form of Offer and Acceptance</li> <li>• If any municipal rates and taxes or municipal service charges owed by that Tenderer or any of its directors to the municipality, or to any other municipality or municipal entity, are in arrears for more than three months.</li> <li>• Tax Clearance Certificate / Valid Tax Compliance Status documents with Pin.</li> </ul>

TENDER NO.	MKHO03/2025/26				
		BIDDER	WITNESS	EMPLOYER	WITNESS



Clause number	Data
	<ul style="list-style-type: none"> <li>• Certified copies of directors ID.</li> <li>• Copy of company registration documents.</li> <li>• The bidding entity as well as all its directors must submit current (month ended July 2025) certified copies of Municipal account statements which is not in arrears for more than three (3) months in arrears or valid lease agreement which is in the name of the business and or the directors,</li> <li>• Recent (NOT OLDER THAN THIRTY DAYS FROM TENDER CLOSING DATE) Full comprehensive Central Supplier Database (CSD) registration report (NOT a summary)</li> <li>• Completed and Signed Schedule of Quantities</li> </ul>
	<p>Evaluation of the Tenderer's position in terms of:</p> <ul style="list-style-type: none"> <li>▪ Current contractual obligations</li> <li>▪ Capacity to execute the contract as per pre-set Functionality</li> </ul>
	<p><b>Previous experience</b></p> <p>The procedure for the evaluation of responsive Bids will be on the average of the <b>previous projects</b> where the firm was involved</p> <p>The tenderer shall list in the appropriate Forms the appropriate related and similar projects undertaken by the tenderer.</p> <p>Evaluation of the Tenderer's position in terms of his previous experience. Emphasis will be placed on the following:</p> <ul style="list-style-type: none"> <li>▪ Experience in the relevant technical field, and</li> <li>▪ Experience of contracts of similar size</li> </ul>
	<p>The tenderer shall provide documentation of company experience of related projects and <b>Financial ability to execute the contract:</b></p> <p>Evaluation of the Tenderer's financial ability to execute the contract. Emphasis will be placed on the following:</p> <ul style="list-style-type: none"> <li>▪ Bank rating (Bank Stamped) of the company.</li> </ul>
	<p><b>Good standing with SA Revenue Services</b></p> <ul style="list-style-type: none"> <li>▪ Determine whether an original valid tax clearance certificate has been submitted.</li> <li>▪ The Tenderer <b>must affix a valid Tax Clearance pin verification</b></li> </ul>
	<p>If the Tender does <b>not</b> meet the requirements contained in the MLM Procurement Policy, and the mentioned framework, it will be rejected by the Council, and may not subsequently be made acceptable by correction or withdrawal of the non-conforming deviation or reservation.</p>

TENDER NO.	MKHO03/2025/26				
		BIDDER	WITNESS	EMPLOYER	WITNESS

### T1.2.1 EVALUATION SCHEDULE: TENDER COMPLIANCE

#### Tender Compliance by the Contracting Firm

Evaluation Criteria	Evaluation Criteria	Elimination Factor
Completing tender document	Must initial every page in the tender document, signing and fill the tender document in full.	Yes
Tax Compliance Pin	Proof of Tax Registration and Compliance with South African Revenue Service (SARS)	Yes
CSD Registration Report	A copy of a FULL / COMPREHENSIVE (Not a Summary) CSD registration report of the company which is not older than 1 (one) month from tender closing date must be attached.	Yes
Municipal Services Account	A statement of the municipal account (directors/Company) which does not owe municipal services for more than 90 days must be attached.	Yes
Municipal Bid Declaration (MBD) Documents	Bidder must duly complete all Municipal Bidding Declaration (MBD) Documents	Yes
Certifying Returnable Documents	A Bidder must certify all returnable documents that must be certified (as per tender instructions)	Yes
Initialling of tender document pages	ALL pages of the tender document must be initialled by authorised signatory.	Yes
Unauthorised Pen, and Erasures	Bid will be rejected if the bidder uses tipex (or any unauthorised erasures) for corrections, that also includes non-black pens, and non-permanent pens	Yes

*The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.*

Person Authorized to sign Tender:

FULL NAME: .....

CAPACITY: .....

SIGNATURE: ..... DATE: .....

TENDER NO.	MKHO03/2025/26				
		BIDDER	WITNESS	EMPLOYER	WITNESS

**T1.2.2**

**ANNEXURE F**  
**(Normative)**  
**STANDARD CONDITIONS OF TENDER**

As published in Annexure F of the CIDB Standard for Uniformity for construction Procurement, Board Notice 136 Government  
Gazette No 38960 of 10 July 2015

<b>F1</b>	<b>GENERAL</b>	
<b>F1.1</b>	<b>Action</b>	The Employer and each Tenderer submitting a tender offer shall comply with these conditions of tender. In their dealings with each other, they shall discharge their duties and obligations as set out in F.2 and F.3, timeously and with integrity, and behave equitably, honest, and transparently.
<b>F1.2</b>	<b>Tender Documents</b>	The documents issued by the Employer for the purpose of a tender offer are listed in the tender data.
<b>F1.3</b>	<b>Interpretation</b> F1.3.1	The tender data and additional requirements contained in the tender schedules that are included in the returnable documents are deemed to be part of these conditions of tender.
	F1.3.2	These conditions of tender, the tender data and tender schedules which are only required for tender evaluation purposes, shall not form part of any contract arising from the invitation to tender.
	F1.3.3	For the purposes of these conditions for the calling for expressions of interest, the following definitions apply: <ul style="list-style-type: none"> <li>a) Comparative offer means the Tenderers financial offer after the factors of non-firm prices, all unconditional discounts and any other tendered parameters that will affect the value of the financial offer have been taken into consideration.</li> <li>b) Corrupt practice means the offering, giving, receiving, or soliciting of anything of value to influence the action of the Employer or his staff or agents in the tender process; and</li> <li>c) Fraudulent practice means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the Employer, including collusive practices intended to establish prices at artificial levels</li> </ul> quality (functionality) means the totality of features and characteristics of a product or service that bear on its ability to satisfy stated or implied needs
<b>F1.4</b>	<b>Communication and Employer's agent</b>	<ul style="list-style-type: none"> <li>i) Each communication between the Employer and a Tenderer shall be to or from the Employer's agent only, and in a form that can be read, copied, and recorded.</li> <li>ii) Writing shall be in the English language.</li> <li>iii) The Employer shall not take any responsibility for non-receipt of communications from or by a Tenderer. The name and contact details of the Employer's agent are stated in the tender data.</li> </ul>

<b>TENDER NO.</b>	<b>MKHO03/2025/26</b>				
		BIDDER	WITNESS	EMPLOYER	WITNESS

<b>F1.5</b>	<b>Employer's right to accept or reject any tender offer</b> F1.5.1	The Employer may accept or reject any variation, deviation, tender offer, or alternative tender offer, and may cancel the tender process and reject all tender offers at any time before the formation of a contract. The Employer shall not accept or incur any liability to a Tenderer for such cancellation and rejection but will give written reasons for such action upon written request to do so.
	F1.5.2	The Employer may not subsequent to the cancellation or abandonment of a tender process or the rejection of all responsive tender offers re-issue a tender covering substantially the same scope of work within a period of six months unless only one tender was received and such tender was returned unopened to the Tenderer.
<b>F2</b>	<b>TENDERERS OBLIGATIONS</b>	
<b>F2.1</b>	<b>Eligibility</b>	Submit a tender offer only if the Tenderer satisfies the criteria stated in the tender data and the Tenderer, or any of his principals, is not under any restriction to do business with the Employer.
<b>F2.2</b>	<b>Cost of tendering</b>	Accept that the Employer will not compensate the Tenderer for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer satisfy requirements.
<b>F2.3</b>	<b>Check documents</b>	Check the tender documents on receipt for completeness and notify the Employer of any discrepancy or omission.
<b>F2.4</b>	<b>Confidentiality and copyright of documents</b>	Treat as confidential all matters arising in connection with the tender. Use and copy the documents issued by the Employer only for the purpose of preparing and submitting a tender offer in response to the invitation.
<b>F2.5</b>	<b>Reference documents</b>	Obtain, as necessary for submitting a tender offer, copies of the latest versions of standards, specifications, conditions of contract and other publications, which are not attached but which are incorporated into the tender documents by reference.
<b>F2.6</b>	<b>Acknowledge addenda</b>	Acknowledge receipt of addenda to the tender documents, which the Employer may issue, and if necessary, apply for an extension to the closing time stated in the tender data, in order to take the addenda into account.
<b>F2.7</b>	<b>Clarification meeting</b>	Attend, where required, a clarification meeting at which meeting the Tenderers may familiarize themselves with aspects of the proposed work, services or supply and raise questions. Details of the meeting are stated in the tender data.
<b>F2.8</b>	<b>Seek clarification</b>	Request clarification of the tender documents, if necessary, by notifying the Employer at least five working days before the closing time stated in the tender data.
<b>F2.9</b>	<b>Insurance</b>	Be aware that the extent of insurance to be provided by the Employer (if any) might not be for the full cover required in terms of the conditions of contract identified in the contract data. The Tenderer is advised to seek qualified advice regarding insurance.
<b>F2.10</b>	<b>Pricing of the tender offer</b> F2.10.1	Include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes (except Value Added Tax (VAT), and other levies payable by the successful Tenderer, such duties, taxes and levies being those applicable 14 days before the closing time stated in the tender data.

<b>TENDER NO.</b>	<b>MKHO03/2025/26</b>				
		BIDDER	WITNESS	EMPLOYER	WITNESS

	F2.10.2	Show VAT payable by the Employer separately as an addition to the tendered total of the prices.
	F2.10.3	Provide rates and prices that are fixed for the duration of the contract and not subject to adjustment except as provided for in the conditions of contract identified in the contract data
	F2.10.4	State the rates and prices in Rand unless instructed otherwise in the tender data. The conditions of contract identified in the contract data may provide for part payment in other currencies.
<b>F2.11</b>	<b>Alterations to documents</b>	Not make any alterations or additions to the tender documents, except to comply with instructions issued by the Employer, or necessary to correct errors made by the Tenderer. All signatories to the tender offer shall initial all such alterations. Erasures and the use of masking fluid are prohibited.
<b>F2.12</b>	<b>Alternative tender offers</b> F2.12.1	Submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted. The alternative tender offer is to be submitted with the main tender offer together with a schedule that compares the requirements of the tender documents with the alternative requirements the Tenderer proposes.
	F2.12.2	Accept that an alternative tender offer may be based only on the criteria stated in the tender data or criteria otherwise acceptable to the Employer.
<b>F2.13</b>	<b>Submit a tender offer</b> F2.13.1	Submit a tender offer to provide the whole of the works, services or supply identified in the contract data and described in the scope of works, unless stated otherwise in the tender data.
	F2.13.2	Return all returnable documents to the Employer after completing them in their entirety, either electronically (if they were issued in electronic format) or by writing in Black ink.
	F2.13.3	Submit the parts of the tender offer communicated on paper as an original plus the number of copies stated in the tender data, with an English translation of any documentation in a language other than English, and the parts communicated electronically in the same format as they were issued by the Employer.
	F2.13.4	Sign the original and all copies of the tender offer where required in terms of the tender data. The Employer will hold all authorized signatories liable on behalf of the Tenderer. Signatories for Tenderers proposing to contract as joint ventures shall state which one of the signatories is the lead partner whom the Employer shall hold liable for the purpose of the tender offer.
	F2.13.5	Seal the original and each copy of the tender offer as separate packages marking the packages as "ORIGINAL" and "COPY". Each package shall state on the outside the Employer's address and identification details stated in the tender data, as well as the Tenderers name and contact address.
	F2.13.6	Where a two-envelope system is required in terms of the tender data, place and seal the returnable documents listed in the tender data in an envelope marked " <b>financial proposal</b> " and place the remaining returnable documents in an envelope marked " <b>technical proposal</b> ". Each envelope shall state on the outside the Employer's address and identification details stated in the tender data, as well as the Tenderers name and contact address.

<b>TENDER NO.</b>	<b>MKHO03/2025/26</b>				
		BIDDER	WITNESS	EMPLOYER	WITNESS

	F2.13.7	Seal the original tender offer and copy packages together in an outer package that states on the outside only the Employer 's address and identification details as stated in the tender data.
	F2.13.8	Accept that the Employer will not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.
<b>F2.14</b>	<b>Information and data to be completed in all respects</b>	Accept that tender offers, which do not provide all the data or information requested completely and, in the form, required, may be regarded by the Employer as non-responsive.
<b>F2.15</b>	<b>Closing time</b> F2.15.1	Ensure that the Employer receives the tender offer at the address specified in the tender data not later than the closing time stated in the tender data. Proof of posting shall not be accepted as proof of delivery. The Employer shall not accept tender offers submitted by telegraph, telex, facsimile or e-mail, unless stated otherwise in the tender data.
	F2.15.2	Accept that, if the Employer extends the closing time stated in the tender data for any reason, the requirements of these conditions of tender apply equally to the extended deadline.
<b>F2.16</b>	<b>Tender offer validity</b> F2.16.1	Hold the tender offer(s) valid for acceptance by the Employer at any time during the validity period stated in the tender data after the closing time stated in the tender data.
	F2.16.2	If requested by the Employer, consider extending the validity period stated in the tender data for an agreed additional period.
<b>F2.17</b>	<b>Clarification of tender offer after submission</b>	Provide clarification of a tender offer in response to a request to do so from the Employer during the evaluation of tender offers. This may include providing a breakdown of rates or prices and correction of arithmetical errors by the adjustment of certain rates or item prices (Or both). No change in the competitive position of Tenderers or substance of the tender offer is sought, offered, or permitted. Note: Sub-clause F.2.17 does not preclude the negotiation of the final terms of the contract with a preferred Tenderer following a competitive selection process, should the Employer elect to do so.
<b>F2.18</b>	<b>Provide other material</b> F2.18.1	Provide, on request by the Employer, any other material that has a bearing on the tender offer, the Tenderers commercial position (including notarized joint venture agreements), Pre-refencing arrangements, or samples of materials, considered necessary by the Employer for the purpose of a full and fair risk assessment. Should the Tenderer not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the Employer's request, the Employer may regard the tender offer as non-responsive.
	F2.18.2	Dispose of samples of materials provided for evaluation by the Employer, where required.
<b>F2.19</b>	<b>Inspections, tests, and analysis</b>	Provide access during working hours to premises for inspections, tests and analysis as provided for in the tender data.
<b>F2.20</b>	<b>Submit securities, bonds, policies, etc.</b>	If requested, submit for the Employer's acceptance before formation of the contract, all securities, bonds, guarantees, policies, and certificates of insurance required in terms of the conditions of contract identified in the contract data.
<b>F2.21</b>	<b>Check final draft</b>	Check the final draft of the contract provided by the Employer within the time available for the Employer to issue the contract.
<b>F2.22</b>	<b>Return of other tender documents</b>	If so, instructed by the Employer, return all retained tender documents within 28 days after the expiry of the validity period stated in the tender data.

<b>TENDER NO.</b>	<b>MKHO03/2025/26</b>				
		BIDDER	WITNESS	EMPLOYER	WITNESS

<b>F2.23</b>	<b>Certificates</b>	Include in the tender submission or provide the Employer with any certificates as stated in the tender data.
<b>F3</b>	<b>THE EMPLOYERS UNDERTAKINGS</b>	
<b>F3.1</b>	<b>Respond to clarification</b>	Respond to a request for clarification received up to five working days before the tender closing time stated in the Tender Data and notify all Tenderers who drew procurement documents.
<b>F3.2</b>	<b>Issue Addenda</b>	If necessary, issue addenda that may amend or amplify the tender documents to each Tenderer during the period from the date that tender documents are available until seven days before the tender closing time stated in the Tender Data. If, as a result a Tenderer applies for an extension to the closing time stated in the Tender Data, the Employer may grant such extension and, shall then notify all Tenderers who drew documents.
<b>F3.3</b>	<b>Return late tender offers</b>	Return tender offers received after the closing time stated in the Tender Data, unopened, (unless it is necessary to open a tender submission to obtain a forwarding address), to the Tenderer concerned.
<b>F3.4</b>	<b>Opening of tender submissions</b> F3.4.1	Unless the two-envelope system is to be followed, open valid tender submissions in the presence of Tenderers' agents who choose to attend at the time and place stated in the tender data. Tender submissions for which acceptable reasons for withdrawal have been submitted will not be opened.
	F3.4.2	Announce at the meeting held immediately after the opening of tender submissions, at a venue indicated in the tender data, the name of each Tenderer whose tender offer is opened, the total of his prices, preferences claimed and time for completion, if any, for the main tender offer only.
	F3.4.3	Make available the record outlined in F3.4.2 to all interested persons upon request.
<b>F3.5</b>	<b>Two-envelope system</b> F3.5.1	Where stated in the tender data that a two-envelope system is to be followed, open Only the technical proposal of valid tenders in the presence of Tenderers' agents who choose to attend at the time and place stated in the tender data and announce the name of each Tenderer whose technical proposal is opened.
	F3.5.2	Evaluate the quality of the technical proposals offered by Tenderers, then advise Tenderers who remain in contention for the award of the contract of the time and place when the financial proposals will be opened. Open only the financial proposals of Tenderers, who score in the quality evaluation more than the minimum number of points for quality stated in the tender data, and announce the score obtained for the technical proposals and the total price and any preferences claimed. Return unopened financial proposals to Tenderers whose technical proposals failed to achieve the minimum number of points for quality.
<b>F3.6</b>	<b>Non-disclosure</b>	Not disclose to Tenderers, or to any other person not officially concerned with such processes, information relating to the evaluation and comparison of tender offers, the final evaluation price and recommendations for the award of a contract, until after the award of the contract to the successful Tenderer.
<b>F3.7</b>	<b>Grounds for rejection and disqualification</b>	Determine whether there has been any effort by a Tenderer to influence the processing of tender offers and instantly disqualify a Tenderer (and his tender offer) if it is established that he engaged in corrupt or fraudulent practices.
<b>F3.8</b>	<b>Test for responsiveness</b> F3.8.1	Determine, after opening and before detailed evaluation, whether each tender offer properly received: a) Complies with the requirements of these Conditions of Tender, b) has been properly and fully completed and signed, and c) is responsive to the other requirements of the tender documents.
	F3.8.2	A responsive tender is one that conforms to all the terms, conditions, and specifications of the tender documents without material deviation or qualification. A material deviation or qualification is one which, in the Employer's opinion, would:

<b>TENDER NO.</b>	<b>MKHO03/2025/26</b>				
		BIDDER	WITNESS	EMPLOYER	WITNESS

		<p>a) Detrimentially affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work,</p> <p>b) Change the Employer's or the Tenderers risks and responsibilities under the contract, or</p> <p>c) Affect the competitive position of other Tenderers presenting responsive tenders if it were to be rectified.</p> <p>Reject a non-responsive tender offer, and not allow it to be subsequently made responsive by correction or withdrawal of the non-conforming deviation or reservation.</p>
<b>F3.9</b>	<b>Arithmetical errors</b> F3.9.1	<p>Check responsive tender offers for arithmetical errors, correcting them in the following manner:</p> <p>a) Where there is a discrepancy between the amounts in figures and in words, the amount in figures shall govern.</p> <p>b) If bills of quantities (or schedule of quantities or schedule of rates) apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate shall be corrected.</p> <p>c) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the Tenderers addition of prices, the total of the prices shall govern and the Tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices.</p>
	F3.9.2	Consider the rejection of a tender offer if the Tenderer does not correct or accept the correction of his arithmetical errors in the manner described in F.3.9.1.
<b>F3.10</b>	<b>Clarification of a tender offer</b>	Obtain clarification from a Tenderer on any matter that could give rise to ambiguity in a contract arising from the tender offer.
<b>F3.13</b>	<b>Acceptance of tender offer</b> F3.13.1	Accept tender offer only if the Tenderer complies with the legal requirements stated in the Tender Data.
	F3.13.2	Notify the successful Tenderer of the Employer's acceptance of his tender offer by completing and returning one copy of the form of offer and acceptance before the expiry of the validity period stated in the tender data or agreed additional period. Providing the form of offer and acceptance does not contain any qualifying statements, it will constitute the formation of a contract between the Employer and the successful Tenderer as described in the form of offer and acceptance.
<b>F3.14</b>	<b>Notice to unsuccessful Tenderers</b>	After the successful Tenderer has acknowledged the Employer's notice of acceptance, notify other Tenderers that their tender offers have not been accepted.
<b>F3.15</b>	<b>Prepare contract documents</b>	<p>If necessary, revise documents that shall form part of the contract and that were issued by the Employer as part of the tender documents to take account of:</p> <p>a) Addenda issued during the tender period,</p> <p>b) Inclusion of some of the returnable documents,</p> <p>c) Other revisions agreed between the Employer and the successful Tenderer, and</p> <p>d) The schedule of deviations attached to the form of offer and acceptance, if any.</p>
<b>F3.16</b>	<b>Issue final contract</b>	Prepare and issue the final draft of contract documents to the successful Tenderer for acceptance as soon as possible after the date of the Employer's signing of the form of Offer and acceptance (including the schedule of deviations, if any). Only those documents that the conditions of tender require the Tenderer to submit, after acceptance by the Employer, shall be included.

<b>TENDER NO.</b>	<b>MKHO03/2025/26</b>				
		BIDDER	WITNESS	EMPLOYER	WITNESS



<b>F3.17</b>	<b>Complete adjudicator's contract</b>	Unless alternative arrangements have been agreed or otherwise provided for in the contract, arrange for both parties to complete formalities for appointing the selected adjudicator at the same time as the main contract is signed.
<b>F3.18</b>	<b>Provide copies of the contracts</b>	Provide to the successful Tenderer the number of copies stated in the Tender Data of the signed copy of the contract as soon as possible after completion and signing of the form of offer and acceptance.

<b>TENDER NO.</b>	<b>MKHO03/2025/26</b>				
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BIDDER

WITNESS

EMPLOYER

WITNESS

## PART T2 RETURNABLE DOCUMENTS

### LIST OF RETURNABLE DOCUMENTS

*(The bidder must complete the following returnable documents).*

#### 1 RETURNABLE SCHEDULES REQUIRED FOR TENDER EVALUATION PURPOSES

- 1.1 Schedule 1 : Resolution of Board of Directors
- 1.2 Schedule 2 : Commitments of Tenderer
- 1.3 Schedule 3 : Record of Addenda to tender document
- 1.4 Schedule 4 : Compulsory enterprise questionnaire
- 1.5 Schedule 5 : Certificate for water and lights (Municipal Rates)
- 1.6 Schedule 6 : Proof of Central Supplier Database (CSD) Registration.
- 1.7 Schedule 7 : Schedule of Tenderer's Experience

#### 2 COMPULSORY MUNICIPAL BID DOCUMENTATION

- MBD 1 : Invitation to Bid
- MBD 2 : Tax Compliance Requirements
- MBD 3.1 : Pricing Schedule (Firm Prices)
- MBD 4 : Declaration of interest
- MBD 6.1 : Preference certificate
- MBD 7.1 : Contract form for rendering of services (Part 1)
- MBD 7.1 : Contract form for rendering of services (Part 2)
- MBD 8 : Declaration of bidder's past supply chain management practices
- MBD 9 : Certificate of Independent Bid Determine

TENDER NO.	MKHO03/2025/26				
		BIDDER	WITNESS	EMPLOYER	WITNESS

## SCHEDULE 1

### RESOLUTION OF BOARD OF DIRECTORS (Bidders are **MUST** attach an additional Resolution signed by All Members under the Official Company Letterhead failure which the bid will be rejected)

Resolution of a meeting of the Board of \*Directors / Members / Partners of:

(Enterprise Name)	
Held at	(place)
on	(date)

#### RESOLVED that:

1.	The enterprise submits a bid / tender to the Mkhondo Local Municipality in respect of the following project: <b>TENDER MKHO03/2025/26: APPOINTMENT OF SUITABLE AND REPUTABLE SERVICE PROVIDER TO LEASE PHOTOCOPIER MACHINES (OPERATING LEASE) FOR A PERIOD OF THIRTY-SIX (36) MONTHS</b>	
2.	Mr / Mrs / Ms	
	in his/her capacity a:	(Position in the Enterprise)
	and who will sign as follows:	(Authorized Signature)
	be, and is hereby, authorized to sign the bid / tender, and any and all other documents and/or correspondence in connection with and relating to the bid /tender, as well as to sign any contract, and any and all documentation, resulting from the award of the bid / tender to the enterprise mentioned above.	

#### Directors / Members / Partners of:

	NAME	CAPACITY	SIGNATURE
1			
2			
3			

#### Note:

1. *\*Delete which is not applicable*
2. **NB.** This resolution must be signed by all the directors / members / partners of the bidding enterprise.
3. Should the number of directors / members / partners exceed the space available above, additional names and signatures must be supplied on a separate page.

TENDER NO.	MKHO03/2025/26				
		BIDDER	WITNESS	EMPLOYER	WITNESS

## SCHEDULE 2

## COMMITMENTS OF TENDERER

Kindly provide particulars of commitments which the tenderer is PRESENTLY engaged and/or involved with:

[illegible]

NAME OF REPRESENTATIVE	SIGNATURE	CAPACITY	DATE

TENDER NO.	MKHO03/2025/26				
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## SCHEDULE 3

### RECORD OF ADDENDA TO TENDER DOCUMENTS

I / we confirm that the following communications received from the MKHONDO LOCAL Municipality before the submission of this tender offer, amending the tender documents, have been considered in this tender offer: (Attach additional pages if more space is required)

Attach communication requirement by municipality amending the tender documents.

	DATE	TITLE OR DETAILS
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

I / we confirm that no communications were received from the Mkhondo Local Municipality before the submission of this tender offer, amending the tender documents. Bidders must sign this declaration irrespective of an Addendum issued or not by the Employer.

NAME OF REPRESENTATIVE	SIGNATURE	CAPACITY	DATE

TENDER NO.	MKHO03/2025/26				
		BIDDER	WITNESS	EMPLOYER	WITNESS

## SCHEDULE 4

### COMPULSORY ENTERPRISE QUESTIONNAIRE

The following particulars <b>MUST</b> be furnished. In the case of a joint venture, separate enterprise questionnaires in respect of each partner must be completed and submitted.			
<b>Section 1: Name of enterprise</b>			
<b>Section 2: VAT registration number, if any</b>			
<b>Section 3: Particulars of sole proprietors and partners in partnerships</b>			
<b>No</b>	<b>Name*</b>	<b>Identity Number*</b>	<b>Personal Income Tax Number*</b>
3.1			
3.2			
3.3			
* Complete only if sole proprietor or partnership and attach separate page if more than 3 partners			
<b>Section 4: Particulars of companies and close corporations</b>			
4.1	Company Registration number		
4.2	Close corporation number		
4.3	Tax reference number		
<b>Section 5: Record in the service of the state</b>			
Indicate by marking the relevant boxes with a cross, if any sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently or has been within the last 12 months in the service of any of the following:			
A member of any municipal council		An employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999)	
A member of any provincial legislation		A member of an accounting authority of any national or provincial public entity	
A member of the National Assembly or the National Council of Provinces		An employee of Parliament or a provincial legislature	
A member of the board of directors of any municipal entity		An official of any municipality or municipal entity	

Name of sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder	Name of institution, public office, board or organ of state and position held	Status of service (tick appropriate column)	
		Current	Within last 12 months

TENDER NO.	MKHO03/2025/26				
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<b>Section 6: Records of spouses, children and parents in the service of the state</b>			
Indicate by making the relevant boxes with a cross, if any spouses, child or parent of a sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently or has been within the last 12 months been in the service of any of the following:			
A member of any municipal council		An employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management act, 1999 (act 1 of 1999)	
A member of any provincial legislature		A member of an accounting authority of any national or provincial public entity	
A member of the National Assembly or the National Council of Province.		An employee of Parliament or a provincial legislature	
A member of the board of directors of any municipal entity		An official of any municipality or municipal entity	
Name of spouse, child, or parent	Name of institution, public office, board or organ of state and position held	Status of service (tick appropriate column)	
		Current	Within last 12 months

The undersigned, who warrants that he/she is duly authorized to do so on behalf of the enterprise:

- i) authorizes the Employer to obtain a tax clearance certificate from the South African Revenue Services that my / our tax matters are in order;
- ii) confirms that the neither the name of the enterprise or the name of any partner, manager, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears on the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004.
- iii) confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears, has within the last five years been convicted of frauds or corruption;
- iv) confirms that I / we are not associated, linked or involved with any other tendering entities submitting tender offers and have no other relationship with any of the tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest; and
- i) **confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.**

Note: insert separate page if necessary

<b>NAME OF REPRESENTATIVE</b>	<b>AUTHORIZED SIGNATURE (UNDERSIGNED)</b>
<b>CAPACITY</b>	<b>DATE</b>

<b>TENDER NO.</b>	<b>MKHO03/2025/26</b>				
		BIDDER	WITNESS	EMPLOYER	WITNESS

## SCHEDULE 5

### CLEARANCE CERTIFICATE FOR MUNICIPAL SERVICES ACCOUNT

**Section 45(1)(d) of Municipal Supply Chain Regulations requires that the municipality must reject a bidder whose municipal rates and taxes are in arrears for more than three months.**

The purpose of this schedule is to obtain proof that municipal services, rates, and taxes of the service provider are not in arrears for more than three months, with the relevant municipality / landlord in the municipal area where the service provider conduct his / her business.

**Each bidder must complete the below checklist.**

**Important: if you fail to complete this form, the bid will be non-responsive.** (Please tick with **X** where appropriate):

QUESTIONS		YES	NO
1.	Do you own a property?		
2.	Do you receive a municipal rates account?		
3.	Is your municipal rates and taxes account up to date / current (not in arrears for more than three months)?		
4.	If yes, provide the following details:		
4.1	▪ Municipality name		
4.2	▪ Municipal account number		
5.	<b>If yes, please attach proof in the form of the original or certified copy of the bidder's recent (July 2025) municipal rates statement</b>		
6.	Does the bidder lease / rent the property where the business is situated?		
7.	If yes, provide the following details:		
7.1	▪ Landlord name		
7.2	▪ Address property is situated		
7.3	▪ Contact number of landlord		
8.	Please attach the copy of the lease agreement signed by the landlord / lessor and the tenant / lessee as proof		
I, (Insert full name)			
of (insert physical address)			
being a Director, Principal Shareholder, owner of company (Insert company name)			
Hereby confirms that, the information submitted in this form is accurate, to the best of my knowledge			
SIGNATURE			

\* IMPORTANT: IF YOU FAIL TO COMPLETE THIS FORM, PLEASE REGARD YOUR BID AS NON-RESPONSIVE

TENDER NO.	MKHO03/2025/26				
		BIDDER	WITNESS	EMPLOYER	WITNESS



Names of all directors, their ID numbers and municipal account number.

Director / Shareholder / partner	ID Number of Director / Shareholder / Partner	Physical residential address of the Director / shareholder / partner	Municipal Account number(s)	Municipality where the account is held

- Certified copies of **current (month ended July 2025)** municipal accounts mentioned of each Director, Shareholder, and partner listed above

TENDER NO.	MKHO03/2025/26				
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## CERTIFICATION

**I, (AUTHORISED SIGNATORY) THE UNDERSIGNED (FULL NAME).....**  
**CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS TRUE AND CORRECT.**

I FURTHER UNDERTAKE FULL REPSONSIBILITY FOR ANY INCORRECT INFORMATION PROVIDED AND THAT THE EMPLOYER (MKHONDO LOCAL MUNICIPALITY) MAY NOT BE HELD ACCOUNTABLE FOR INCORRECT INFORMATION PROVIDED.

Signed \_\_\_\_\_ Date \_\_\_\_\_

**Name** \_\_\_\_\_ **Position** \_\_\_\_\_

**Bidder** \_\_\_\_\_

<b>TENDER NO.</b>	<b>MKHO03/2025/26</b>				
		BIDDER	WITNESS	EMPLOYER	WITNESS

SCHEDULE 6 PROOF OF CSD REGISTRATION

Bidders MUST attach Proof of Comprehensive CSD registration repot (Not older than thirty days from tender closing date) hereto and provide CSD Supplier Number:

MAAA\_\_\_\_\_

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME).....  
CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS TRUE AND CORRECT.

I FURTHER UNDERTAKE FULL REPSONSIBILITY FOR ANY INCORRECT INFORMATION PROVIDED AND THAT  
THE EMPLOYER (MKHONDO LOCAL MUNICIPALITY) MAY NOT BE HELD ACCOUNTABLE FOR INCORRECT  
INFORMATION PROVIDED.

Signed \_\_\_\_\_

Date \_\_\_\_\_

Name \_\_\_\_\_

Position \_\_\_\_\_

Bidder \_\_\_\_\_

TENDER NO.	MKHO03/2025/26				
		BIDDER	WITNESS	EMPLOYER	WITNESS

## SCHEDULE 7

### EVALUATION SCHEDULE: TENDERER'S EXPERIENCE

The following is a statement of major works of a similar nature successfully executed by me/us. The experience of the **'APPOINTMENT OF SUITABLE AND REPUTABLE SERVICE PROVIDER TO LEASE PHOTOCOPIER MACHINES (OPERATING LEASE) FOR A PERIOD OF THIRTY-SIX (36) MONTHS** tenderer in similar projects or nature or similar areas and conditions in relation to the scope of work for will be evaluated.

Briefly describe company or individual experience regarding the above scope of work and attach this to this schedule.

**NB: Proof of previous similar (leasing of photocopier machines) work history must be attached in form of Appointment Letters.**

A summary of the relevant work experience in line with the scope of work should be indicated in the table below: **All documents applicable to this Schedule must be attached.**

Employer, contact person and telephone number, where available	Description of work (service)	Value of work (i.e. the service provided) inclusive of VAT (Rand)	Date completed / Appointed

I the undersigned, who warrants that he / she is duly authorized to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

SIGNED AT	AUTHORIZED SIGNATURE (UNDERSIGNED)
DATE	NAME AND CAPACITY

TENDER NO.	MKHO03/2025/26				
		BIDDER	WITNESS	EMPLOYER	WITNESS

**T2.2.2 COMPULSORY MUNICIPAL BID DOCUMENT**  
**TAX COMPLIANCE REQUIREMENTS**

**MBD 2**

**DETAILS OF TAX COMPLIANCE STATUS AND**  
**TAX CLEARANCE CERTIFICATE REQUIREMENTS**

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

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

1. In order to meet this requirement bidders are required to complete in full the attached form TCC 001 "Application for a Tax Clearance Certificate" and submit it to any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign bidders / individuals who wish to submit bids.
2. SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.
3. The original Tax Clearance Certificate must be submitted together with the bid. Failure to submit the original and valid Tax Clearance Certificate will result in the invalidation of the bid. Certified copies of the Tax Clearance Certificate will not be acceptable.
4. In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate.
5. Copies of the TCC 001 "Application for a Tax Clearance Certificate" form are available from any SARS branch office nationally or on the website [www.sars.gov.za](http://www.sars.gov.za).
6. Applications for the Tax Clearance Certificates may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website [www.sars.gov.za](http://www.sars.gov.za).

<b>TENDER NO.</b>	<b>MKHO03/2025/26</b>				
		BIDDER	WITNESS	EMPLOYER	WITNESS

## PRICING SCHEDULE – FIRM PRICES

**NOTE:** ONLY FIRM PRICES WILL BE ACCEPTED. NON-FIRM PRICES (INCLUDING PRICES SUBJECT TO RATES OF EXCHANGE VARIATIONS) WILL NOT BE CONSIDERED

IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT

Name of Bidder..... Bid Number.....  
Closing Time ..... Closing Date .....

OFFER TO BE VALID FOR...**90**.....DAYS FROM THE CLOSING DATE OF BID.

ITEM NO.	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES INCLUDED)
01.	SUM	APPOINTMENT OF SUITABLE AND REPUTABLE SERVICE PROVIDER TO LEASE PHOTOCOPIER MACHINES (OPERATING LEASE) FOR A PERIOD OF THIRTY-SIX (36) MONTHS	R

- Required by: .....
- At: .....
- Brand and Model .....
- Country of Origin .....
- Does the offer comply with the specification(s)? \*YES/NO
- If not to specification, indicate deviation(s) .....
- Period required for delivery .....  
\*Delivery: Firm/Not firm
- Delivery basis .....

Note: All delivery costs must be included in the bid price, for delivery at the prescribed destination.

\*\* "all applicable taxes" includes value- added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.

\*Delete if not applicable

TENDER NO.	MKHO03/2025/26				
		BIDDER	WITNESS	EMPLOYER	WITNESS

## DECLARATION OF INTEREST

1. No bid will be accepted from persons in the service of the state<sup>1</sup>.
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority.
3. To give effect to the above, the following questionnaire must be completed and submitted with the bid.

No.	Information	Please provide detail	
3.1	Full name of bidder or his or her representative		
3.2	Identity number		
3.3	Position occupied in the company (director, trustee, shareholder <sup>2</sup> )		
3.4	Company registration number		
3.5	Tax reference number		
3.6	VAT registration number		
Note	<i>(The names of all directors / trustees / shareholders members, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below.)</i>		
3.7	Are you presently in the service of the state? If yes, please furnish particulars:	Yes	No
3.7.1	Name of director		
3.7.2	Service of state organization		
3.8	Have you been in the service of the state for the past twelve months? If yes, please furnish particulars:	Yes	No
3.8.1	Name of director		
3.8.2	Service of state organization		
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? If yes, please furnish particulars:	Yes	No
3.9.1	Name of person in the service of state		
3.9.2	Relationship		
3.10	Are you, aware of any relationship (family, friend, other) between any other bidder and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid? If yes, please furnish particulars:	Yes	No
3.10.1	Name of person in the service of state		

TENDER NO.	MKHO03/2025/26				
		BIDDER	WITNESS	EMPLOYER	WITNESS

3.10.2	Relationship		
3.11	Are any of the company's directors, trustees, managers, principal shareholders or stakeholders in service of the state?	Yes	No
	If yes, please furnish particulars:		
3.11.1	Name of director		
3.11.2	Service of state organization		
3.12	Is any spouse, child or parent of the company's director trustees, managers, principle shareholders or stakeholders in service of the state?	Yes	No
	If yes, please furnish particulars:		
3.12.1	Name of director		
3.12.2	Name of relative		
3.12.3	Relationship		
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
	If yes, please furnish particulars:		
3.13.1	Name of director		
3.13.2	Related company		
Note:	<p>SCM Regulations:</p> <p>"In the service of the state" means to be –</p> <ul style="list-style-type: none"> <li>(a) a member of – <ul style="list-style-type: none"> <li>(i) any municipal council;</li> <li>(ii) any provincial legislature; or</li> <li>(iii) the national Assembly or the national Council of provinces;</li> </ul> </li> <li>(b) a member of the board of directors of any municipal entity;</li> <li>(c) an official of any municipality or municipal entity;</li> <li>(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);</li> <li>(e) a member of the accounting authority of any national or provincial public entity; or</li> <li>(f) an employee of Parliament or a provincial legislature.</li> </ul> <p>"<sup>2</sup> Shareholder" means a person who owns shares in the company and is actively involved in the management of the company or business and exercises control over the company.</p>		

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

FULL NAME	IDENTITY NUMBER	STATE EMPLOYEE NO.

5. I, the undersigned certify that the information furnished on this declaration form is correct.  
I accept that the state may act against me should this declaration prove to be false.

NAME OF REPRESENTATIVE	AUTHORIZED SIGNATURE (UNDERSIGNED)
DATE	CAPACITY

TENDER NO.	MKHO03/2025/26				
		BIDDER	WITNESS	EMPLOYER	WITNESS



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

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

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

### 1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to invitations to tender:

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

### 1.2 To be completed by the organ of state

- a) The applicable preference point system for this tender is the **80/20 preference point system**.
- b) The **80/20 preference point** system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:

- (a) Price; and
- (b) Specific Goals.

### 1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
<b>Total points for Price and SPECIFIC GOALS</b>	<b>100</b>

1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

1.6 The organ of state reserves the right to require of a tenderer, either before a tender is

Page 41 of 76

TENDER NO.	MKHO03/2025/26				
		BIDDER	WITNESS	EMPLOYER	WITNESS

adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

## 2. DEFINITIONS

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).
- (f) **“race”** means company owned hundred percent by previously disadvantaged people in terms of colour (Blacks)
- (g) **“people with disability”** means physical or mental condition that limits a person’s movements, senses or activities.
- (h) **“youth”** a person between the age of 15 and 35 years.
- (i) **“woman”** means a female human being.
- (j) **“RDP”** Reconstruction and Development Programme is a South African socio-economic policy framework document.

## 3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

### 3.1. POINTS AWARDED FOR PRICE

#### 3.1.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

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

**80/20**

$$Ps = 80 \left( 1 - \frac{Pt - P \min}{P \min} \right)$$

Where

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

## 4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

TENDER NO.	MKHO03/2025/26				
		BIDDER	WITNESS	EMPLOYER	WITNESS

- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
- (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

then the organ of state must indicate the points allocated for specific goals for both the 90/10 an preference point system.

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by Bidder)
Enterprise with 100% black person or people owned enterprise	5	
Enterprise with more than 30% woman or women shareholding or owned enterprise	2,5	
Enterprise with more than 30% youth shareholding or owned enterprise	2,5	
Enterprise with more than 30% people living with disability shareholding or owned enterprise	2,5	
Enterprise located within Mkhondo local area of jurisdiction	2,5	
Enterprise with valid B-BBEE level 1 contribution (SANAS verified B-BBEE certificate for generic enterprise, and for EME and SME a sworn affidavit or CIPC issued certificate confirming annual turnover and level of Black Ownership	5	

#### DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm.....

4.4. Company registration number: .....

4.5. TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
- ☐ One-person business/sole propriety
- ☐ Close corporation
- ☐ Public Company
- ☐ Personal Liability Company
- ☐ (Pty) Limited

TENDER NO.	MKHO03/2025/26				
		BIDDER	WITNESS	EMPLOYER	WITNESS

- ☐ Non-Profit Company  
☐ State Owned Company  
[TICK APPLICABLE BOX]

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
  - (a) disqualify the person from the tendering process;
  - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
  - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
  - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
  - (e) forward the matter for criminal prosecution, if deemed necessary.

WITNESS

1. ....

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

2. ....

Date:.....

Address: .....

.....

TENDER NO.	MKHO03/2025/26				
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**CONTRACT FORM - RENDERING OF SERVICES (PART 1)**

**THIS FORM MUST BE FILLED IN DUPLICATE BY BOTH THE SERVICE PROVIDER (PART 1) AND THE EMPLOYER / MUNICIPALITY (PART 2) AND SIGNED IN THE ORIGINAL.**

**PART 1 (TO BE FILLED IN BY THE SERVICE PROVIDER)**

1. I hereby undertake to render the services as described in the attached bidding documents to MKHONDO LOCAL Municipality in accordance with the requirements and task directives / proposals specifications stipulated in **Bid Number MKHO03/2025/26** at the price/s quoted. My offer/s remains binding upon me and open for acceptance by the Employer / Municipality during the validity period indicated and calculated from the closing date of the bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
  - 2.1 Bidding documents, viz
    - Invitation to bid;
    - Tax clearance certificate;
    - Pricing schedule(s);
    - Filled in task directive/proposal;
    - Returnable schedules
    - Municipal bid documents
    - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2022;
    - Declaration of interest;
    - Declaration of Bidder's past SCM practices;
    - Certificate of Independent Bid Determination;
    - Special Conditions of Contract;
    - Service Level Agreement.
  - 2.2 General Conditions of Contract;
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfillment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorized to sign this contract.

<b>SIGNED AT</b>	<b>AUTHORIZED SIGNATURE (UNDER SIGNED)</b>
<b>DATE</b>	<b>NAME AND CAPACITY</b>
<b>WITNESSES: (SIGNATURE)</b>	<b>DATE</b>
1.	
2.	

Page 45 of 76

TENDER NO.	MKHO03/2025/26				
		BIDDER	WITNESS	EMPLOYER	WITNESS



## DECLARATION OF BIDDERS 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 wilfully 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.

ITEM	QUESTION	YES	NO
4.1	Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this database were informed in writing of this restriction by the accounting officer / authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied). <b>The Database of Restricted Suppliers now resides on the National Treasury's website <a href="http://www.treasury.gov.za">www.treasury.gov.za</a> and can be accessed by clicking on its link at the bottom of the home page</b>	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)? <b>The Register for Tender Defaulters can be accessed on the National Treasury's website <a href="http://www.treasury.gov.za">www.treasury.gov.za</a> by clicking on its link at the bottom of the home page.</b>	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
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:		

TENDER NO.	MKHO03/2025/26				
		BIDDER	WITNESS	EMPLOYER	WITNESS

ITEM	QUESTION	YES	NO
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:		

**CERTIFICATION**

I, the undersigned 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.

<b>NAME OF REPRESENTATIVE</b>	<b>AUTHORIZED SIGNATURE (UNDERSIGNED)</b>
<b>DATE</b>	<b>CAPACITY</b>

<b>TENDER NO.</b>	MKHO03/2025/26				
		BIDDER	WITNESS	EMPLOYER	WITNESS



# CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This municipal bidding document (MBD) must form part of all bids<sup>1</sup> invited.
- 2 Section 4(1)(b)(iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging). <sup>2</sup> Collusive bidding is a pe 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:
  - <sup>1</sup> Includes price quotations, advertised competitive bids, limited bids and proposals.
  - <sup>2</sup> Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.

TENDER NO.	MKHO03/2025/26				
		BIDDER	WITNESS	EMPLOYER	WITNESS

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

I, the undersigned, in submitting the accompanying bid:

**TENDER: MKHO03/2025/26**

**APPOINTMENT OF SUITABLE AND REPUTABLE SERVICE PROVIDER FOR LEASING OF PHOTOCOPIERS FOR A PERIOD OF THIRTY-SIX (36) MONTHS**

in response to the invitation for the bid made by:

**Mkhondo Local Municipality**

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

I certify, on behalf of:

**NAME OF COMPANY**

that:

1. I have read and I understand the contents of this certificate.
2. I understand that the accompanying bid will be disqualified if this certificate is found not to be true and complete in every respect.
3. I am authorized by the bidder to sign this certificate, and to submit the accompanying bid, on behalf of the bidder.
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder.
5. For the purposes of this certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
  - a. Has been requested to submit a bid in response to this bid invitation;
  - b. Could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
  - c. Provides the same goods and services as the bidder and/or is in the same line of business as the bidder.
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>3</sup> will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:

<b>TENDER NO.</b>	<b>MKHO03/2025/26</b>				
		BIDDER	WITNESS	EMPLOYER	WITNESS

- 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.

<sup>3</sup> **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.**

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.

<b>NAME OF REPRESENTATIVE</b>	<b>AUTHORIZED SIGNATURE (UNDERSIGNED)</b>
<b>DATE</b>	<b>CAPACITY</b>

<b>TENDER NO.</b>	<b>MKHO03/2025/26</b>				
		BIDDER	WITNESS	EMPLOYER	WITNESS

## THE CONTRACT

## PART C1 AGREEMENT AND CONTRACT DATA

## PART C2 PRICING DATA

## PART C3 SCOPE OF WORKS

## PART C4 SITE INFORMATION

## PART C1 AGREEMENT AND CONTRACT DATA

### C1.1 FORM OF OFFER AND ACCEPTANCE

## C1.2 CONTRACT DATA

<b>TENDER NO.</b>	<b>MKHO03/2025/26</b>				
		BIDDER	WITNESS	EMPLOYER	WITNESS

## C1.1 FORM OF OFFER AND ACCEPTANCE

### OFFER (AGREEMENT)

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

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

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

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

..... rand (in words);

R ..... (in figures),

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

It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the Bid documents and the receipt by the Bidder of a completed signed copy of this Agreement shall have any meaning or effect in the contract between the parties arising from this Agreement.

### FOR THE BIDDER:

Signature(s) (1) ..... (2) .....

Name(s) ..... .....

Capacity ..... .....

.....  
(Name and address of organisation)

.....  
Name and signature of Witness

.....  
Date:

TENDER NO.	MKHO03/2025/26				
		BIDDER	WITNESS	EMPLOYER	WITNESS

## ACCEPTANCE

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

The terms of the contract, are contained in

- Part C1      Agreements and Contract Data, (which includes this Agreement)  
Part C2      Pricing Data  
Part C3      Scope of Work  
Part C4      Site Information and drawings and documents or parts thereof, which may be incorporated by reference into Parts C1 to C4 above.

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

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

Notwithstanding anything contained herein, this Agreement comes into effect on the date when the Bidder receives one fully completed original copy of this document, including the Schedule of Deviations (if any). Unless the Bidder (now Contractor) within five working days of the date of such receipt notifies the Employer in writing of any reason why he cannot accept the contents of this Agreement, this Agreement shall constitute a binding contract between the parties.

It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the Bid documents and the receipt by the Bidder of a completed signed copy of this Agreement shall have any meaning or effect in the contract between the parties arising from this Agreement.

### FOR THE CLIENT:

Signature(s) (1) ..... (2) .....  
Name(s) .....  
Capacity .....

#### Witness 1

Name .....  
Signature .....  
Date .....

#### Witness 2

Name .....  
Signature .....  
Date .....

TENDER NO.	MKHO03/2025/26				
		BIDDER	WITNESS	EMPLOYER	WITNESS

SCHEDULE OF DEVIATIONS

Notes:

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

1

Subject

Details

2

Subject

Details

3

Subject

Details

4

Subject

Details

By the duly authorised representatives signing this Schedule of Deviations, the Employer and the Bidder agree to and accept the foregoing Schedule of Deviations as the only deviations from and amendments to the documents listed in the Bid Data and addenda thereto as listed in the Bid Schedules, as well as any confirmation, clarification or change to the terms of the offer agreed by the Bidder and the Employer during this process of offer and acceptance.

It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the bid documents and the receipt by the Bidder of a completed signed copy of this Agreement shall have any meaning or effect in the contract between the parties arising from this Agreement.

TENDER NO.	MKHO03/2025/26				
BIDDER		WITNESS		EMPLOYER	

**FOR THE BIDDER:**

Signature(s) (1) ..... (2) .....

Name(s) ..... .....

Capacity ..... .....

.....

.....

.....

(Name and address of organisation)

**Witness 1**

**Witness 2**

Name: ..... .....

Signature ..... .....

Date ..... .....

**FOR THE EMPLOYER:**

Signature(s) (1) ..... (2) .....

Name(s) ..... .....

Capacity ..... .....

**Mkhondo Local Municipality**  
(Cnr Mark and De Wet Street, eMkhondo)

**Witness 1**

**Witness 2**

Name: ..... .....

Signature ..... .....

Date ..... .....

TENDER NO.	MKHO03/2025/26				
		BIDDER	WITNESS	EMPLOYER	WITNESS



## C1.2 CONTRACT DATA (CONDITIONS OF CONTRACT)

### PART 1: CONTRACT SPECIFIC DATA

Clause	Data
1.1.1	The Defects Liability Period is: NOT APPLICABLE
1.1.2	The time for achieving Practical Completion is: NOT APPLICABLE
1.1.3	The name of the Employer is: <b>MKHONDO LOCAL Municipality</b>
1.1.4	The following additional definition applies: - <b>Letter of Notification</b> : Means the letters of formal notification, signed by the Employer, of the decision of the Supply Chain Management Bid Adjudication Committee sent to tenderers.
1.1.5	The address of the Employer for receipt of communications is: <div style="display: flex; justify-content: space-between;"> <div> <u>Physical address:</u>  Mkhondo Local Municipality  Cnr Mark and De Wet Street  eMkhondo   Tel : (017) 004 0197 </div> <div> <u>Postal address :</u>  Mkhondo Local Municipality  P o Box 23  eMkhondo, 2380 </div> </div>
1.1.6	The following additional clause applies: -  The Employer may make direct payments to suppliers on behalf of the Service Provider subject to the receipt of a specific request from the Service Provider and subject to the following conditions: <ul style="list-style-type: none"> <li>- An original of the invoice together with a signed Cession Form is submitted together with a certificate approved by the Employer.</li> <li>- The Service Provider cedes, transfers, and assigns all the rights, title and interest in and to the services and goods to the total value of the invoice.</li> </ul>

TENDER NO.	MKHO03/2025/26				
		BIDDER	WITNESS	EMPLOYER	WITNESS

**PART C2 PRICING DATA**

**C2.1 PRICING INSTRUCTIONS**

**C2.2 BILL OF QUANTITY**

TENDER NO.	MKHO03/2025/26				
		BIDDER	WITNESS	EMPLOYER	WITNESS

**PART C2.1      PRICING INSTRUCTION**

- 1. The Bill comprises items covering the Service Provider’s profit and costs of general expenses for executing the contract.
- 2. The amounts and rates to be inserted in the Bill of Quantities shall be the full inclusive amounts to the Employer for the work described under the several items. Such amounts shall cover all the costs and expenses that may be required, and shall cover the costs of all general risks, profits, taxes (but excluding value-added tax), liabilities and obligations set forth or implied in the documents on which the Bid is based.
- 3. The quantities set out in the schedule of quantities are approximate quantities and may vary as and when required. The quantities of work finally accepted and certified for payment, and not the quantities given in the schedule of quantities, will be used to determine payments to the Service Provider
- 4. An amount or rate shall be entered against each item in the Bill of Quantities.
- 5. For existing owned photocopy machines, the costs of maintenance, and repairs, and supply of consumables should be quoted
- 6. Wherein item are not covered by the Bill of Quantities, the service provider shall quote for such items and the Employer shall give consent for execution of works prior to work being carried out by the service provider.
- 7. Spare and parts shall be charged on quotation basis wherein the service shall quote prices of replacement parts and they shall be agreed by Employer prior to authorisation given.

TENDER NO.	MKHO03/2025/26				
		BIDDER	WITNESS	EMPLOYER	WITNESS

C2.2 BILL OF QUANTITIES

TENDER NO.	MKHO03/2025/26				
		BIDDER	WITNESS	EMPLOYER	WITNESS

Item	Description	QTY	UNIT RATE	Unit	Total Amount (QTY*Unit Rate)
1.	Multifunctional Copier/printer (High Volume) (New- Lease) As per the Scope of Works / Specification	1	R	Per Month	R
2.	Multifunctional Copier/printer (Medium Volume) (New- Lease) As per the Scope of Works / Specification	5	R	Per Month	R
<b>Existing Machines / Copiers</b>					
3.	- Canon iR-ADV C5250/5253/5240 (Toner): NPG45/GPR30/C-EXV28	1	R	Per Toner	R
4.	- Canon iR-ADV C1325i (Toner): C-EXV 49	1	R	Per Toner	R
5.	- Canon iR-ADV C1325i (Toner): C-EXV 49	1	R	Per Toner	R
6.	- Travelling Rate (for Call Out)	1	R	Rate Per Km	R
7.	- Repairs	1	R	Per Hour	R
<b>SUB-TOTAL (EXCL.VAT)</b>					R
<b>VAT@15% (IF VAT VENDOR)</b>					R
<b>GRAND TOTAL (VAT INCLUSIVE)</b>					R
<b>Annual Rate (%) of Escalation for Toner(s) to be supplied on existing copiers</b>					_____%

TENDER NO.	MKHO03/2025/26				
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**DETAILS OF PERSON THAT HAS COMPLETED THE SCHEDULE OF QUANTITIES :**

NAME

## RELATIONSHIP TO TENDERING COMPANY

**SIGNATURE**

## CONTACT DETAILS

TENDER NO.	MKHO03/2025/26				
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BIDDER

WITNESS

EMPLOYER

WITNESS

## PART C3 SCOPE OF WORKS

### C3.1 Detailed scope of works

#### Specification

Suitably qualified, capable, and experienced tenderers are hereby invited to tender for the printing services lease for a period of 36 months (3 years).

#### Introduction

Mkhondo Local Municipality aims to appoint a competent service provider to provide managed printing services which include supply and installation of photocopier machines, printing consumables and maintenance of photocopier machines to its offices for a period of 36 months.

The requirements and specifications are as follows:

#### Multifunctional Copier/printer (High Volume Printer) x (One) 1

##### Specifications:

- Core Functions: Print, Copy, Scan, Send and Store in colour, black and white,
- Memory: 5GB RAM,
- Interface Connection: Network:
  - 1000 Base-T / 100 Base-TX/ 10Base-T Wireless LAN (IEEE 802.11b/g/n)
  - Standard: USB 2.0 (Host) x1; USB 3.0 (Host) x1; USB 2.0 (Device) x1
- Paper Trays : Minimum of three (03)
- Finishing Capabilities:
  - Standard: Collate and Group,
  - Optional: Collate; Group; Offset; Staple; Saddle-Stitch; Hole Punch; Staple
- Print Speed: Minimum of 70 ppm (pages per minute)
- Print Specifications:
  - Print Resolution (dpi): 1200x1200
  - Supported File Types: PDF, JPEG, XPS, TIFF, EPS
  - Mobile Printing Capabilities / Solution, Cloud connectivity
- Operating System: Support Windows 10 / 11
- Scan Capabilities:
  - Type: Single-Pass Duplexing Automatic Document Feeder
  - Document Feeder Paper Capacity: 200 sheets
  - Scan Resolution (dpi): 600x600
  - Scan Speed: Single Sided 135/135(300dpi), 80/80 (600dpi), ; Double Sided 270/270 (300dpi), 160/90 (600dpi)
- Scan to e-mail and USB drive
- Secure job printing for users
- Print to User Mailbox Capability, supports at least 100 User Inboxes,
- Security (Document): Authentication Access control: Username and Password access control; Pin Login or access control; Picture Login (optional)
- Security (Network): Supports Network Security
- Security (Device): Supports External Device Security
- LCD Screen: 10.1" TFT WSVGA, Colour Touch Screen

TENDER NO.	MKHO03/2025/26				
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## Multifunctional Copier/printer (Medium / Low Volume) x (five) 5

### Specifications:

- 22 - 35 pages per minute COLOUR copy/print
- Printer, Scan, Copy
- Scan to e-mail and USB drive
- Secure job printing for users
- Should be able print/copy on A3, A4, A5 and letter paper sizes.
- Paper Supply Capacity: up to 2300 sheets
- Finishing: Collate, Group, staple, hole punch, and saddle stitch
- Supported File Types: PDF, JPEG, TIFF, XPS, and EPS
- Scan Speed: 270 ipm (Images Per Minute) A4
- Printing Resolution (dpi): 1200x1200 n
- Network Printing,
- Scan to e-mail and USB drive
- Secure job printing for users
- Print to User Mailbox Capability, supports at least 100 User Inboxes,
- Security (Document): Authentication Access control: Username and Password access control; Pin Login or access control; Picture Login (optional)
- Security (Network): Supports Network Security
- Security (Device): Supports External Device Security
- LCD Screen: 10.1" TFT WSVGA, Colour Touch Screen

### All printers should have:

- User password locked print jobs using centralized printing management solution to release print jobs to any machine connected to the network,
- Printers must have Active Directory integration.
- Device monitoring in terms of toner levels, maintenance/ servicing warnings and meter reading.

### Support Service and Maintenance

- The Service Provider will supply and provide all consumables, example toners, to the photocopiers
- The Service Provider must adhere to a next day (working day) support response to logged calls by the Employer,
- The Municipality has existing / owned Photocopier Machines that will also be incorporated into the contract for maintenance, repairs, support and require toners to be supplied by the Service Provider for the duration of the contract. The existing machine specifications are as follows:

Copier Description	Location	Toner
Canon iR-ADV C5250/5253/5240	Revenue	NPG45/GPR30/C-EXV28
Canon iR-ADV C1325i	Human Resources	C-EXV 49
Canon iR-ADV C1325i	Supply Chain Management	C-EXV 49

TENDER NO.	MKHO03/2025/26				
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Contract Deliverables:

- The service provider will be required to monitor toner levels, and pro-actively replace the toners before they are finished.
- Warranty and maintenance plan, and insurance
- Service provider is required to supply and deliver all printing consumables except printing copy paper
- The service provider will be required to dedicate a service manager during the period of the contract between the municipality and the provider.

TENDER NO.	MKHO01/2025/26				
BIDDER		WITNESS		EMPLOYER	

WITNESS

## PART C3.4: GENERAL CONDITIONS OF CONTRACT

### 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. 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.
- 1.13. "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.
- 1.14. "GCC" means the General Conditions of Contract.
- 1.15. "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.

TENDER NO.	MKHO01/2025/26				
		BIDDER	WITNESS	EMPLOYER	WITNESS

- 1.16. "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.
- 1.17. "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18. "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19. "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20. "Project site," where applicable, means the place indicated in bidding documents.
- 1.21. "Purchaser" means the organization purchasing the goods.
- 1.22. "Republic" means the Republic of South Africa.
- 1.23. "SCC" means the Special Conditions of Contract.
- 1.24. "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.
- 1.25. "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. With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from [www.treasury.gov.za](http://www.treasury.gov.za)

## 4. Standards

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

TENDER NO.	MKHO01/2025/26				
		BIDDER	WITNESS	EMPLOYER	WITNESS

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 so 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
- 5.3. except for purposes of performing the contract.
- 5.4. Any document, other than the contract itself mentioned in GCC clause
- 5.5. 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.
- 5.6. 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

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.

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. a 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 in SCC.
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 inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.
- 8.3. If there are no inspection requirements indicated in the bidding documents and no mention is made in

TENDER NO.	MKHO01/2025/26				
BIDDER		WITNESS		EMPLOYER	
				WITNESS	

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 supplies 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 supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies 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 supplies may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies 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 supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies 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 23 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, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

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

11. Insurance

- 11.1. 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 in the SCC.

12. Transportation

TENDER NO.	MKHO01/2025/26				
		BIDDER	WITNESS	EMPLOYER	WITNESS

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

13. Incidental services

13.1. The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:

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 in SCC, 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:

(a) 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

(b) in the event of termination of production of the spare parts:

(i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and

(ii) 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

TENDER NO.	MKHO01/2025/26				
		BIDDER	WITNESS	EMPLOYER	WITNESS

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. The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.

- 15.3. 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. If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, 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 in SCC.

- 16.2. The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract.

- 16.3. Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.

- 16.4. Payment will be made in Rand unless otherwise stipulated in SCC.

17. Prices

- 17.1. 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 in SCC or in the purchaser's request for bid validity extension, as the case may be.

18. Contract amendments

- 18.1. No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.

19. Assignment

- 19.1. 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

- 20.1. The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts 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

TENDER NO.	MKHO01/2025/26				
		BIDDER	WITNESS	EMPLOYER	WITNESS

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. No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4. 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.
- 21.5. 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 without the application of penalties.
- 21.6. 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.

## 22. Penalties

- 22.1. 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:
- 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;
  - if the Supplier fails to perform any other obligation(s) under the contract; or
  - 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

TENDER NO.	MKHO01/2025/26				
		BIDDER	WITNESS	EMPLOYER	WITNESS



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 intended penalty as not objected against and may impose it on the supplier.

- 23.5. Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, 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 Accounting Officer / Authority 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:
- (i) the name and address of the supplier and / or person restricted by the purchaser;
  - (ii) the date of commencement of the restriction
  - (iii) the period of restriction; and
  - (iv) 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

- 24.1. 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

TENDER NO.	MKHO01/2025/26				
		BIDDER	WITNESS	EMPLOYER	WITNESS

reasonable alternative means for performance not prevented by the force majeure event.

26. Termination for insolvency

26.1. 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. Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.

27.5. Notwithstanding any reference to mediation and/or court proceedings herein,

- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
- (b) the purchaser shall pay the supplier any monies due the supplier.

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;

- (a) 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
- (b) 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

29.1. 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

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

TENDER NO.	MKHO01/2025/26				
		BIDDER	WITNESS	EMPLOYER	WITNESS

SCC.

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 the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

33. National Industrial Participation (NIP) Programme

33.1. The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.

34. Prohibition of Restrictive practices

34.1. 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 (or bid rigging).

34.2. 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 the Competition Act No. 89 of 1998.

34.3. 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.

TENDER NO.	MKHO01/2025/26				
		BIDDER	WITNESS	EMPLOYER	WITNESS

TENDER NO.	MKHO01/2025/26				
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