



PIKITUP JOHANNESBURG SOC LIMITED

TENDER INVITATION DOCUMENT FOR THE PROVISION OF ICT EQUIPMENT – THE SUPPLY AND DELIVERY / MAINTENANCE AS ONCE OFF SERVICES

TENDER NO: PT154 / 2026

CLOSING DATE: 05 March 2026

CLOSING TIME: 11:00 AM

BIDDER NAME:

BID AMOUNT:

TENDER DOCUMENT FOR:

PIKITUP JOHANNESBURG SOC LTD
 JORISSEN PLACE
 66 JORISSEN STREET
 BRAAMFONTEIN, GAUTENG, SOUTH AFRICA

Contact person: Salome Malebye
 E-mail: salomemalebye@pikitup.co.za

Enquiries or clarifying questions relating to this bid may be directed in writing via e-mail to the contact person indicated above.

Bid response documents must be deposited at: Pikitup Head Office, Tender Office, Ground Floor, East Wing, Jorissen Place, 66 Jorissen Street, Braamfontein, JHB, before the closing date and time.

This tender will only accept responses from SITA accredited suppliers in accordance with RFB740/2022

**Closing Date: 05 March 2026
 Closing Time: 11h00**

Venue: Pikitup Head Office, Tender Office, Ground Floor, East Wing, Jorissen Place, 66 Jorissen Street, Braamfontein, JHB

SCAM ALERT

With an endeavour to promote transparent tender processes and to comply with the relevant legislation, bidding company names and bid values are called out at tender opening, and such details are also published on the Pikitup website. Fraudsters, however, abuse the information available from various sources on the internet with fraudulent intentions.

It came to our attention that fraudsters are posing as municipal and/or Pikitup employees, claiming that they are members of either the Bid Evaluation or Adjudication Committees, and soliciting bribes from bidders for being favoured during the tender evaluation or being awarded the tender.

Bidders are requested to be vigilant regarding the following:

- Pikitup tender documents are available free of charge from the National Treasury e-tender portal; thus, do not pay for tender documents.
- Pikitup is using the National Treasury Central Supplier Database (CSD), hence Pikitup will not request bidders to pay for supplier registration forms.
- All Pikitup tenders are published on the National Treasury e-tender portal and/or the Pikitup website. Only respond to tenders that are published on these websites.
- Bid responses must be deposited in the Pikitup tender box as indicated in the respective tender documents.
- Only correspond in writing with the Pikitup contact person as indicated in the tender document. The Pikitup official and contact details are also specified in the invitation to tender as advertised on the National Treasury e-tender portal and/or Pikitup website.
- Do not entertain any request for a bribe and never pay money for being favoured or being awarded a tender.

REPORT FRAUD AND CORRUPTION

Please report fraud and corruption at the City of Johannesburg Anti-Fraud Hotline: 0800 002 587 or the National Treasury Anti-Corruption Hotline: 0800 701 701

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ANNEXURE 1.1

MBD 1

INVITATION TO BID

**PART A
INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR THE REQUIREMENTS OF PIKITUP JOHANNESBURG SOC LIMITED					
BID NUMBER:	PT145/2026	CLOSING DATE:	05 March 2026	CLOSING TIME:	11:00 AM
DESCRIPTION	TENDER NUMBER PT145/2026 FOR THE PROVISION OF ICT EQUIPMENT – SUPPLY, DELIVERY AND MAINTENANCE AS AN ONCE OFF SERVICE				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).					
BID RESPONSE DOCUMENTS MUST BE DEPOSITED IN THE PIKITUP TENDER BOX SITUATED AT PIKITUP JOHANNESBURG (SOC) LIMITED, PIKITUP TENDER OFFICE, JORISSEN PLACE, EAST WING, GROUND FLOOR, 66 JORISSEN STREET, BRAAMFONTEIN, JOHANNESBURG, 2000					
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
CONTACT PERSON					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
COMPANY REGISTRATION NUMBER					
TAX COMPLIANCE STATUS	CSD No:	MAAA.....			
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ENCLOSE PROOF]	ARE YOU A FOREIGN-BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3]		
TOTAL NUMBER OF ITEMS OFFERED		TOTAL BID PRICE IN ZAR	R		
SIGNATURE OF BIDDER		DATE			
CAPACITY UNDER WHICH THIS BID IS SIGNED					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:			TECHNICAL INFORMATION MAY BE DIRECTED TO:		
DEPARTMENT	SUPPLY CHAIN UNIT	CONTACT PERSON	SAME		
CONTACT PERSON	SALOME MALEBYE	TELEPHONE NUMBER	SAME		
TELEPHONE NUMBER	087 357 1167	FACSIMILE NUMBER	SAME		
E-MAIL ADDRESS	salomemalebye@pikitup.co.za	E-MAIL ADDRESS	SAME		

PART B TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:
<p>1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.</p> <p>1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED)</p> <p>1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, THE PREFERENTIAL PROCUREMENT REGULATIONS OF 2022, THE PIKITUP SCM POLICY, THE TENDER CONDITIONS, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.</p>
2. TAX COMPLIANCE REQUIREMENTS
<p>2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.</p> <p>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.</p> <p>2.3 APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.</p> <p>2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.</p> <p>2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCC CERTIFICATE TOGETHER WITH THE BID.</p> <p>2.6 IN BIDS, WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCC CERTIFICATE / PIN / CSD NUMBER.</p> <p>2.7 WHERE NO TCC IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED TO VERIFY THE CURRENT TAX COMPLIANCE STATUS.</p>
3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS (THIS SECTION B3 IS ONLY APPLICABLE FOR A FOREIGN-BASED SUPPLIER FOR THE GOODS / SERVICES / WORKS)
<p>3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>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 REGISTERED AS PER 2.3 ABOVE.</p>

NB:

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

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

DATE:

ANNEXURE 1.2

CONDITIONS OF TENDER

CONDITIONS OF TENDER

1. GENERAL

- 1.1. Pikitup Supply Chain Management Policy and Procedure Manual (as amended) will apply for this invitation.
- 1.2. All bids must be submitted on the official forms supplied by Pikitup. Under no circumstances whatsoever may the bid forms be retyped or redrafted.
- 1.3. Bidding documents must be completed properly in permanent black or blue ink on the official forms supplied by Pikitup. No pencil, correction fluid or correction tape may be used in the bid document. If the bidder wishes to make a change, the bidder must draw a neat line through the incorrect wording, write the correct wording next to the change, and initial next to the change. Any corrections or alterations to the Pricing Schedule / Bill of Quantities (BoQ) and/or any pricing not affected per the aforementioned will be rejected
- 1.4. No alterations/corrections to the information in the document (including pricing) may be performed by pasting another page over it with glue.
- 1.5. Wherever the tender document refers to any trademark, name, patent, design, type, specific origin, or producer, such reference shall be deemed to be accompanied by the words "or equivalent".
- 1.6. Bidders must state the country of origin and the name of the manufacturer or brand of the goods offered. Documentary proof must be produced to verify, if required.

2. PRICING

- 2.1. Rates and prices offered by the bidder must be completed in the pricing schedule and/or the Form of Offer attached to this document, completed in full, and originally signed by the duly authorised signatory. Failure to complete and sign the pricing schedule as required may result in the tender being deemed non-responsive.
- 2.2. All prices shall be quoted in South African Rand (ZAR) and must be inclusive of all related costs and applicable taxes, unless expressly stated otherwise.
- 2.3. All bid prices shall be final and binding.
- 2.4. Bid prices must include all expenses, disbursements and costs (including, but not limited to: transport, labour, materials, equipment, insurance, packaging, delivery, accommodation, administration, overheads, duties, applicable taxes, profits, etc.) required for the execution of the bidder's obligations in terms of the Contract. Bid prices shall further cover the cost of all general risks, liabilities and obligations set forth or implied in the Contract, as well as overhead charges and profit (if the bid is successful), unless otherwise expressly specified.
- 2.5. Prices must be firm and fixed for the full contract period. No escalation, variation, or adjustment shall be permitted unless expressly stated in the tender pricing instructions or tender conditions. No conditional pricing, qualifications, or alternative pricing models shall be accepted.
- 2.6. The total tender price must correspond with the sum of all line items in the pricing schedule. In the event of any discrepancy between unit prices, line item subtotals and the grand total, the total tender price shall prevail.
- 2.7. A bid shall not be invalidated where the amount in words and the amount in figures do not correspond. In such a case, the amount in words shall be read out at the bid opening and shall be deemed to be the bid amount. Accordingly, where a discrepancy exists, the amount in words shall apply.
- 2.8. Pikitup reserves the right to verify and correct arithmetical errors in accordance with SCM Regulations and applicable procurement prescripts.
- 2.9. Value-Added Tax (VAT) must be shown separately on the pricing schedule at the VAT rate ruling at the date of tender closing. Where the bidder is not VAT registered, this must be clearly stated, and total bid prices shall be deemed VAT inclusive. The bidder must ensure that provision is made for VAT in such instances and that the bid price is an all-inclusive rate.
- 2.10. Where the estimated value of the intended contract exceeds R1,000,000.00 (one million rand) per annum, the bidder must be registered with the South African Revenue Service (SARS) for Value-Added Tax (VAT) purposes and must be able to issue valid tax invoices in accordance with applicable legislation. Should a bidder become a registered VAT vendor during the contract period, the prices/rates as per the initial award shall be deemed inclusive of VAT, and no price adjustment(s) shall be permitted.
- 2.11. In terms of the amended Value-Added Tax Act, any tax invoice issued for supplies exceeding R3,000 must, in addition to the other prescribed particulars, disclose the VAT registration number of the recipient.

3. SUBMITTING A BID

- 3.1. Bids may only be submitted on the tender invitation documentation as issued. Printed Activity Schedules, in the same format (that is, layout, scheduled items and quantities) as those issued electronically by Pikitup upon request, may be submitted as stated in the tender invitation document
- 3.2. Bid document in a sealed envelope and marked with the “tender reference number, the title of the tender, and the bidding company name”, must be deposited in the Pikitup tender box as indicated in the notice of the bid, on or before the closing date and time of the bid.
- 3.3. Sealed bid documents must be deposited in the Pikitup Tender box situated at the Pikitup Head Office, Ground Floor, East Wing, Pikitup Tender Office, Jorissen Place, 66 Jorissen Street, Braamfontein, unless specified differently in the invitation to tender document.
- 3.4. Any bid received without the “Bid Number and/or Title” clearly endorsed on the envelope will not be opened and read out during the bid opening session and will not be considered
- 3.5. The bid will close for tender strictly as per the details indicated on the cover page of this tender document.
- 3.6. No late bids will be accepted or considered for evaluation after the closing date and time. Bid documents deposited into the tender box after the closing date and time will be recorded as late bids, and the bidder will be contacted to collect the bid document.
- 3.7. Bid responses sent or delivered to any other address besides the address stated in the tender document will not be considered.
- 3.8. Telegraphic, telephonic, telex, facsimile, e-mail, sent electronically, late bids, or bids submitted by any other means as specified in the invitation to tender will not be considered or accepted.
- 3.9. Only bids that are deposited into the tender/bid box before the closing date and time will be considered. Neither PIKITUP nor any of its employees shall be liable in any way whatsoever for Bids that are not deposited in the tender/bid box before the closing date and time.

4. **BID DOCUMENT COMPLETION AND RESPONSE**

- 4.1. Bidding documents must be completed properly in permanent black or blue ink on the official forms supplied by Pikitup, and no correction fluid or correction tape may be used in the bid document. If the bidder wishes to make a change, the bidder must draw a neat line through the incorrect wording, write the correct wording next to the change, and initial next to the change. Any corrections or alterations to the Pricing Schedule / Bill of Quantities (BoQ) and/or any pricing not effected by the aforementioned will be rejected.
- 4.2. Under no circumstances whatsoever may the bid forms be retyped or redrafted.
- 4.3. No alterations or corrections to the information in the document (including pricing) may be performed by stapling or sticking another page over it.
- 4.4. Before submission of any bid, the bidder must check the number of pages to ensure pages are in the correct order, and to satisfy themselves that none of the pages are missing or duplicated.
- 4.5. The bidder must ensure that the bid response document is clearly and correctly indexed, and that pages and supporting documents are clearly and correctly captioned, titled, labelled, named or marked with the relevant headings, sections and/or subsections.
- 4.6. The bidder must ensure that the sections, subsections and/or supporting documents of the bid submission are filed in a chronological order, and that the bid document is securely bound.
- 4.7. Documentation and/or information that is not indexed, referenced, identified and/or recognised will not be considered for evaluation purposes. Neither PIKITUP nor any of its employees shall be liable in any way whatsoever for documentation and/or information that are disregarded and/or not considered due to pages and/or supporting documents that are incorrectly filed or misplaced, or documentation that are not clearly or incorrectly indexed, referenced, titled, labelled, named, marked or captioned.
- 4.8. All supporting documents must be submitted by either stapling them to the relevant form in the bid document or by submitting a bound annexure containing all supporting documents. Pikitup will not take any responsibility for missing or lost pages, where the bidder submits loose pages, or where the bidder failed to securely bind supporting documents.
- 4.9. No bid response shall be considered unless it is accompanied by sufficient information to demonstrate that the goods or services offered fully comply with the specification and bid requirements.
- 4.10. Wherever the tender document refers to any trademark, name, patent, design, type, specific origin, or producer, such reference shall be deemed to be accompanied by the words “or equivalent”.
- 4.11. Bidders must state the country of origin and the name of the manufacturer or brand of the goods offered. Documentary proof must be produced to verify, if required.
- 4.12. Bid documents submitted in the tender box and recorded in the tender register at the closing date may not be returned to the bidder, given that all bid documents must be kept on record for audit purposes. Bid documents deposited in the tender box may only be made available to the respective bidders where the tender was cancelled and/or an erratum was issued by Pikitup before the tender closing date.

5. **BID OPENING**

- 5.1. Bids shall be opened in public at the Pikitup Tender Offices as soon as possible after the closing time.
- 5.2. Where practical, the bidder names and/or prices will be read out at the time of opening bids.
- 5.3. Pikitup will record in a tender register, which is open to public observation, the details of bids received by the tender closing date and time. The electronic version of the tender register will subsequently be published on the Pikitup website.
- 5.4. Any bid received after the appointed time for the closing of bids shall not be considered, but shall be filed unopened, and/or the bidding company will be contacted to collect the bid.

6. **VALIDITY PERIOD**

- 6.1. The tenderer shall warrant that the tender offer remains valid, irrevocable and open for acceptance by Pikitup at any time for 90 days after the closing date stated on the front page of the tender document, unless specified differently in the tender document. The tender offer will constitute an offer which remains open for acceptance during the validity period.
- 6.2. The validity of bids may be further extended by a period of not more than six months, subject to mutual agreement by the parties, administrative processes and upon approval by Pikitup's delegated authority, unless the required extension is because of an appeal process or court ruling.

7. **SITE VISIT, BRIEFING, OR INFORMATION MEETINGS**

- 7.1. Where the bid invitation specifies that a compulsory site visit, briefing, or information meeting will be held, attendance by the bidder's duly authorised representative is mandatory. Bidders must attend such a meeting and ensure that the attendance register is fully completed and duly signed. Failure to attend and/or failure to sign the attendance register shall result in automatic disqualification of the bid from further evaluation.
- 7.2. Where the bid invitation specifies that a briefing or information meeting is non-compulsory, attendance shall be optional and intended to facilitate clarification of bid requirements.
- 7.3. Where the bid invitation specifies that no site visit, briefing, or information meeting will be held, queries relating to the bid must be submitted in writing to the designated contact person as indicated in the bid document, within the prescribed timeframes

8. **EVALUATION OF BIDS**

- 8.1. Bidders must fully comply with all minimum responsiveness requirements and pre-compliance evaluation criteria, which may include mandatory technical specifications. They must also meet the minimum functionality threshold, where functionality evaluation is applicable, to be considered for further evaluation. Tenders will be assessed according to the point system prescribed in the Preferential Procurement Policy Framework Act (PPPFA). The 80/20 preference point system will apply for tenders with a value of up to R50,000,000 (fifty million rand), and the 90/10 system will apply for tenders exceeding R50,000,000 (fifty million rand), unless otherwise specified in the tender document. Additional objective criteria may apply if explicitly stated.

9. **EVALUATION AND ADJUDICATION CRITERIA**

- 9.1. The tender will specify the applicable evaluation and adjudication criteria, which may include, but are not limited to, the following:
 - 9.1.1. Relevant minimum administrative and legislative requirements.
 - 9.1.2. Mandatory requirements and relevant specifications.
 - 9.1.3. Value for money.
 - 9.1.4. Capacity and capability of bidders to execute the contract.
 - 9.1.5. PPPFA and associated regulations (including price and preference).
 - 9.1.6. Pikitup SCM Policy and Procedure provisions, and
 - 9.1.7. Any other objective criteria that are specified in the tender invitation.

10. **REQUIREMENTS OF A VALID BID**

- 10.1. The following duly completed documents and/or information must be submitted with the submission of the bid. Failure to comply with this requirement may invalidate the bid. The bid may not be considered, and no further correspondence will be entered into concerning the following matters:
 - 10.1.1. Non-submission of pre-compliance documentation,
 - 10.1.2. The tender has not been completed in non-erasable handwritten black or blue ink,
 - 10.1.3. Incomplete Pricing Schedule or Bill of Quantities,
 - 10.1.4. A Form of Offer not signed in non-erasable black or blue ink,

- 10.1.5. Bid submissions with material alterations or corrections not in compliance with Clause 1.6 above will be rejected.
- 10.2. Pikitup may, after the closing date, request additional information or clarification of tenders in writing in compliance with the SCM Policy and SCM Procedure Manual, which may include but not be limited to the following:
 - 10.2.1. To obtain an updated National Treasury Central Supplier Database registration form if information is no longer compliant or outdated
 - 10.2.2. To obtain a valid Tax Clearance PIN if the certificate has expired, is no longer compliant, or has become inactive after the closing date of the tender.
 - 10.2.3. To clarify or verify pricing where the prices are unclear or an obvious error or mistake has been detected, e.g. a total price was given instead of a unit price or vice versa; an arithmetical error detected, etc. The bidder may, however, not be allowed to increase the total bid price.
 - 10.2.4. To allow the bidder to pay overdue municipal accounts.
 - 10.2.5. To obtain income tax number(s) from the recommended bidder.
 - 10.2.6. Where an omission on a document is purely administrative in nature, for example: a document not initialled, fully signed, or a section not fully completed, the bidder may be allowed to correct the omission that is administrative in nature.
 - 10.2.7. No clarification or communication will be entered into with the bidder and/or the bidder will not be given a second opportunity to submit documentation that was a tender requirement, if the relevant documentation was not submitted in the first instance.

11. BID RESPONSIVENESS

- 11.1. A Bid will be considered non-responsive if:
 - 11.1.1. The bid is not in compliance with the tender specifications; and/or
 - 11.1.2. The bidder has not fully submitted all the returnable documents as listed in the bid document; and/or
 - 11.1.3. The bidder has failed to provide clarity relating to supporting documentation within 5 business days of being requested to do so in writing.
- 11.2. Pikitup reserves the right to accept or reject:
 - 11.2.1. any variation, deviation, bid offer, or alternative bid offer; or may cancel the bidding process and reject all bid offers at any time before the formation of a contract. Pikitup shall not accept or incur any liability to a bidder for such cancellation and/or rejection and will only provide written reasons for such action upon receipt of a written request to do so.
 - 11.2.2. a bid offer which does not, in Pikitup's opinion, materially and/or substantially deviate from the terms, conditions and specifications of the bid document.
 - 11.2.3. the whole bid or part of a bid or any item or part of any item, or to accept more than one bid (in the event of several items being offered), and Pikitup is not obliged to accept the lowest or any bid.
- 11.3. Pikitup has the right to summarily disqualify any bidder who, either at the date of submission of a bid or at the date of its award, is indebted to Pikitup or the City of Johannesburg Municipality or any other Municipality or other service provider in respect of any municipal rates and taxes or service charges for more than three months. However, an agreement signed by the bidder whereby the bidder agrees that a percentage or fixed amount at the discretion of Pikitup, be deducted from payments due to him/her for this bid, until the debt is paid in full, may be considered for acceptance by Pikitup.

12. WITHDRAWAL OF BID DURING AND / OR AFTER THE SCM PROCESS

- 12.1. If a bidder withdraws his/her bid during the SCM bidding and evaluation process, it must be in writing, before the award of the bid, for which Pikitup holds the right to accept or reject the bid withdrawal with or without a claim for any damages.
- 12.2. If a bidder declines or cancels the contract after award of the bid to the successful bidder, the awarded bidder may be held responsible for any damages or administrative expenses incurred before the award of the bid.
- 12.3. Defaulting bidders and/or their directors may be reported to the National Treasury to be considered for inclusion in the National Treasury's list of defaulters.

13. COMMUNICATION DURING THE TENDER PROCESS

- 13.1. All correspondence relating to this tender should be in writing, should reference the Pikitup tender number and must be addressed to the Pikitup official stipulated in the tender invitation.
- 13.2. Verbal or any other form of communication, from Pikitup, its employees, agents or advisors during site visits/clarification meetings or at any other time before the award of the Contract, will not be regarded as binding on Pikitup, unless communicated by Pikitup in writing to suppliers/tenderers by the General Manager: Supply Chain Management Unit or his/her nominees. Similarly, any communication of the

tenderer that is not reduced to writing by the tenderer, its employees, agents or advisors, shall not be regarded as binding on Pikitup, unless communicated to Pikitup in writing by the tenderer, or their duly authorised representatives.

14. NEGOTIATIONS

14.1. The award of the tender may be subject to negotiations of the final terms and conditions of the anticipated contract with the highest scoring and/or preferred bidders.

14.2. The negotiations may include, but not be limited to, price negotiations and/or negotiations on any other terms and conditions of the anticipated contract(s) with the highest scoring and/or preferred bidders before final award.

15. ADJUDICATION OF BIDS

15.1. Bids submitted in response to this invitation will be adjudicated by PIKITUP in terms of the Supply Chain Management Policy and Procedure Manual developed per the requirements of the Municipal Finance Management Act 56 of 2003, the Preferential Procurement Policy Framework Act # 5 of 2000, and the Preferential Procurement Regulations of 2022, and related legislative requirements. Enquiries in respect of the policy should be addressed via email to PIKITUP's General Manager: Supply Chain Management, Mihloti Maluleke at mihlotim@pikitup.co.za.

16. INCORRECT BID INFORMATION

16.1. Where a contract has been awarded based on information provided by the bidder, which is subsequently found to be false, misleading, or incorrect after the conclusion of the agreement, Pikitup shall, in addition to any other legal remedies available, be entitled to recover from the contractor all costs, losses, or damages incurred or sustained as a result of the contract award.

17. ABUSE OF THE SUPPLY CHAIN MANAGEMENT SYSTEM

17.1. Abuse of the supply chain management system is not permitted and may result, inter alia, (1) in the tender being rejected; (2) cancellation of the contract; (3) restriction of the supplier, and/or (4) the exercise by Pikitup of any other remedies available to it as provided for in the SCM Policy and/or the Contract and/or this tender and/or any applicable laws.

18. PIKITUP SCM POLICY

18.1. The Tender Document, its evaluation and acceptance and any resulting contract shall also be subject to Pikitup's Supply Chain Management Policy ('SCM Policy') that was applicable on the date the bid was advertised and as amended from time to time. If Pikitup adopts a new SCM Policy which contemplates that any clause therein would apply to the Contract emanating from this tender, such clause shall also apply to that Contract.

19. CONTRACT

19.1. The terms of the proposed contract with Pikitup are contained in the General Conditions of Contract, the Special Conditions of Contract and any of the sections of these bidding documents in which the bidder makes an undertaking as to its performance. You must read and understand the terms before you submit your bid, as you will be bound by the Contract (as described) if your bid is successful.

20. ADMINISTRATIVE JUSTICE

20.1. In adjudicating bids, PIKITUP shall comply with the requirements of the Promotion of Administrative Justice Act 3 of 2000 and the Promotion of Access to Information Act 2 of 2000, to the extent that these Acts apply to the adjudication by a municipal entity of bids in response to a bid invitation.

21. DISPUTES, OBJECTIONS, COMPLAINTS AND QUERIES

21.1. In terms of Regulations 49 and 50 of the Local Government: Municipal Finance Management Act, 56 of 2003 Municipal Supply Chain Management Regulations (Board Notice 868 of 2005): Persons aggrieved by decisions or actions taken by Pikitup in the implementation of its supply chain management system, may lodge within 14 days of the decision or action, a written objection or complaint or query or dispute against the decision or action.

22. APPEAL PROCESS

22.1. In terms of Section 62 of the Local Government: Municipal Systems Act, 32 of 2000, a person whose rights are affected by a decision taken by Pikitup may appeal against that decision by giving written

notice of the appeal and reasons to the Accounting Officer within 21 days of the date of the notification of the decision.

- 22.2. Following the evaluation of tender and selection of a preferred bidder, and provided that a procurement contract has not already entered into force, any bidder may submit a complaint in writing to the chairperson of the Pikitup Board of Directors (“the Board”) or the Managing Director that Pikitup has not complied with the requirements of the Pikitup Supply Chain Management Policy or the Pikitup Code of Ethics, or has in any respect acted irregularly. The Chairperson of the Board or Managing Director shall not entertain a complaint unless it was submitted within 21 calendar days of when the supplier or contractor submitting it became aware of the circumstances giving rise to the complaint or of when that supplier or contractor should have become aware of those circumstances, whichever is earlier; or entertain a complaint after the procurement contract has entered into force.
- 22.3. Unless the complaint is resolved by mutual agreement of the bidder and the Chairperson of the Board or Managing Director, the Chairperson of the Board shall, within 30 calendar days after the submission of the complaint, issue a written decision. The decision shall state the reasons for the decision, and if the complaint is upheld in whole or in part, indicate the corrective measures that are to be taken.
- 22.4. An appeal must contain the following:
- i. Must be in writing
 - ii. It must set out the reasons for the appeal
 - iii. It must state in which way the Appellant’s rights were affected by the decision.
 - iv. It must state the remedy sought; and
 - v. It must be accompanied by a copy of the notification advising the person of the decision
- 22.5. The relevant appeal authority must consider the appeal and may confirm, vary or revoke the decision that has been appealed, but no such revocation
- 22.6. The decision of the Chair of the Board shall, subject to the review powers of any competent court, be final.

23. **PROTECTION OF PERSONAL INFORMATION**

- 23.1. The minimum standards regarding accessing and 'processing' of any personal information belonging to another in terms of the Protection of Personal Information Act, 2013 (POPIA). For purposes of this clause, the contract and these Conditions of Tender, the terms “data subject”, “Personal Information” and “Processing” shall have the meaning as set out in section 1 of POPIA, and “Process” shall have the corresponding meaning.
- 23.2. Pikitup, its employees, representatives and sub-contractors may, from time to time, Process the tenderer's and/or its employees', representatives' and/or sub-contractors' Personal Information, for purposes of, and/or relating to, the tender, the contract and these Conditions of Tender, for research purposes, and/or as otherwise may be envisaged in Pikitup Privacy Notice and/or with Pikitup Supply Chain Management Policy or as may be otherwise permitted by law. This includes the Processing of the latter Personal Information by Pikitup due diligence assurance provider, professional advisors and the Appeal Authority as applicable. Pikitup's justification for the processing of such aforesaid Personal Information is based on section 11(1)(b) of POPIA, i.e., in terms of which Pikitup Processing of the said Personal Information is necessary to carry out actions for the conclusion and/or performance of the contract, to which the applicable data subject is a party. All requests relating to data protection must be submitted in writing to the Pikitup General Manager: Supply Chain Management, Mihloti Maluleke at mihlotim@pikitup.co.za.

24. **NATIONAL TREASURY CENTRAL SUPPLIER DATABASE (CSD) REGISTRATION**

- 24.1. Tenderers are required to be registered on the National Treasury Web-Based Central Supplier Database (CSD) as a service provider. Tenderers must register as such upon being requested to do so in writing and within the period contained in such a request, failing which no orders can be raised and/or payments processed from the resulting contract. In the case of Joint Venture partnerships, this requirement will apply individually to each party of the Joint Venture.
- 24.2. Tenderers who wish to register on the National Treasury Web-Based Central Supplier Database (CSD) may do so via the web address <https://secure.csd.gov.za>.
- 24.3. It is each tenderer’s responsibility to keep their tax compliance status and all other information on the National Treasury Web-Based Central Supplier Database (CSD) updated.

25. **PROVISO**

- 25.1. In evaluating bids received and adjudicating the award of this tender, Pikitup Johannesburg (SOC) Limited will, in addition to the pre-compliance and functionality criteria included in the specifications and irrespective of the capital, pricing and black economic empowerment structures of the bidder, take into

account as objective criteria (1) the desirability of rotating the work amongst service providers, (2) the past bidding practices of any bidder with evidence and/or reports of combative practices including conduct reported, amongst others, in terms of the Prevention and Combatting of Corrupt Activities Act, 2004, (3) the past contractual performance of any bidder and (4) the nature and extent of disputes involving the bidder concerning past and/or current contracts. Note that because of the application of these objective criteria, the highest scoring bidder(s) will not necessarily be selected as a preferred bidder(s).

- 25.2. In line with the provisions of Supply Chain Management Policy, Pikitup reserves the right to:
- request for a bid validity extension, if necessary,
 - apply qualification criteria in terms of the PPPFA of 2000, Preferential Procurement Regulations of 2022, Pikitup SCM Policy, and/or other pertinent legislation,
 - award the bid in whole, or award the bid in parts, or not to award the bid at all,
 - award the bid to one or more bidders (s),
 - not bind itself to accept the lowest bid or any other bid in whole or in part,
 - negotiate the bid price offered, and/or any other terms and conditions of this requirement with the preferred bidder(s), before the final award of the bid.
- 25.3. Pikitup further retain the right to:
- veto or conduct due diligence on any bidder, and/or any of their sub-contractors or sub-service providers;
 - request for samples, demonstrations, site visits or further information relating to the offered goods, services or works;
 - evaluate, review, test, inspect any of the products and/or staff offered for the tender, at Pikitup's sole discretion, accept or reject such;
 - apply objective criteria.
- 25.4. As per section 2(1)(f) of the PPPFA, one or more of the following "objective criteria" may be considered for final selection of bid(s). Objective criteria may include, but are not limited to, the following objectives or goals:
- The spread of business amongst suppliers and/or rotation of contracts amongst suppliers,
 - The protection of the environment or sustainability considerations,
 - Geographical localisation of the bidder, i.e. within the City of Johannesburg, within Gauteng Province, within South Africa, etc.
 - The geographical origin of resources utilised as inputs for the execution of the proposed contract,
 - The development and/or impact on the local community,
 - Considerations of after-purchase costs, such as maintenance costs, operational costs, licence costs, or life cycle costs,
 - Variants from the original scope of requirements,
 - Financial stability and commercial status of the bidder(s),
 - The receipt of an abnormally low bid amount, provided that the bidder in question is allowed an opportunity to justify its bid.

26. DECLARATION BY BIDDER

26.1. I, the undersigned, (Name and Surname), being the duly authorised undersigned representative of the Bidder and its associates hereby grant Pikitup Johannesburg (SOC) Limited the required consent in terms of the Protection of Personal Information (POPI) Act, 2013 for the use of the personal information relating to the Bidder (i.e. the company, its owner(s), employees and/or any associated persons' BEE credentials, demographic / ownership profile, location etc.) for the legitimate purposes relating to this bid submission, its evaluation and adjudication.

26.2. I FURTHER DECLARE THAT I/WE HAVE READ THE CLAUSES SET OUT ABOVE IN THIS OF THE TENDER DOCUMENTS AND ACCEPT THEIR CONTENTS, SUBJECT TO ANY DECLARATION, WE HEREBY OFFER TO CONTRACT WITH PIKITUP ON THE TERMS SET OUT IN THE BID DOCUMENTS SHOULD WE BE APPOINTED AS THE SUCCESSFUL BIDDER.

AUTHORISED SIGNATURE :

 CAPACITY OF SIGNATORY :

DATE :

ADDRESS :

WITNESSES: 1 WITNESSES: 2

ANNEXURE 1.3

AUTHORITY TO SIGN BID

AUTHORITY TO SIGN THE BID

The bidder must provide a delegation of authority or board resolution confirming that the person signing the bid document is duly authorised to do so.

Alternatively, the bidder may opt to complete one of the relevant delegations of authority or board resolution templates indicated in **Annexure 12.1** of this tender.

ANNEXURE 1.4

CERTIFICATE FOR PAYMENT OF MUNICIPAL SERVICES

CERTIFICATE FOR PAYMENT OF MUNICIPAL SERVICES

DECLARATION IN TERMS OF MUNICIPAL SCM REGULATIONS 38(1)(d)(i)

I, (full name) and (ID no.), hereby acknowledge that the Pikitup may reject the tender of the tenderer if any municipal rates and taxes or service charges owed by the bidder or any of its directors/shareholders/members/partners to the City of Johannesburg, or to any other municipality or municipal entity, or other service provider are in arrears for more than 3 (three) months.

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

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

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

Further details of the bidder’s director(s) / shareholder(s) / partner(s) / member(s), etc.:

Director / partner / member / shareholder	Physical residential address of the director / partner / member / shareholder	Municipal account number(s) or landlord details

PLEASE NOTE:

1. Copies of municipal account statements for the bidding organisation and all directors / shareholders / partners / members, etc. to be submitted with the bid. The municipal account statement must not be older than 3 months from the date of tender closing and must not be in arrears for more than 90 days.
2. If the bidding entity or any of its directors/shareholders/partners/members, etc. is not the owner of the property but rents, leases or occupy the property, written confirmation is required from the landlord or the landlord’s property agent confirming that the resident’s account is not in arrears for more than 90 days and / or that the resident’s account is in good standing. The landlord or the landlord’s property agent correspondence must not be older than 3 months from date of tender closing.
3. Refer to the pre-compliance criteria and compulsory returnable documents for further details relating to requirements.

Signature	Position	Date

ANNEXURE 2.

SPECIFICATION OF REQUIREMENTS

ITEM SPECIFICATIONS AND QUANTITIES REQUIRED

Items	Specification	Quantity
1	<p>Laptops Technical Specification</p> <p>Product type: Laptop Form factor: Clamshell Processor family: Series 2 Intel Core i7 Processor model: 255U Processor frequency: 1.70 / 5.20 GHz (12MB Cache, 12 Cores) NPU: Intel AI Boost, up to 12 TOPS Display diagonal: 35.6 cm (14") HD type: WUXGA Display resolution: 1920 x 1200 pixels Display: Non-Touch, IPS, Anti-glare, 300nits, Low power, 62.5% sRGB Internal memory: 16 GB 5600 MHz (1 x 16 GB) Internal memory type: DDR5-SDRAM Total storage capacity: 1 TB M.2 PCIe NVMe Storage media: SSD On-board graphics card model: Intel Graphics Keyboard: Backlit, Spill-resistant Camera: 1080P FHD Fingerprint Reader: Yes Operating system installed: Windows 11 Pro Product colour: Silver Warranty: 3-year Onsite</p> <p>Ports and Slots</p> <ul style="list-style-type: none"> • 1x HDMI 2.1 • 1x Stereo headphone/microphone combo jack • 1x RJ-45 • 2x USB Type-A 5Gbps signaling rate (powered) • 2x USB Type-C 20Gbps signaling rate (USB Power Delivery) • 1x Security lock <p>Devie management & accessories per device:</p> <ul style="list-style-type: none"> - Black Waterproof backpack for 14" laptop - USB-C Travel Hub USB 3.2 Gen 1 Docking Station For Laptop - Laptop Lock (with numerical key) - 1 backup charger for the laptop brand provided - Asset tracking device and application - Configuration of asset tracking application & training - Data migration and system/ application setup from old machine to new machine - 32GB memory stick 	55

2	<p>Laptops- Technical Specification</p> <p>Product type: Laptop Processor family: Series 1 Intel Core i7 Processor model: 155H Processor frequency: 4.80 GHz (24MB Cache, 16 Cores) Display diagonal: 35.6 cm (14") HD type: 2.8K Display resolution: 2880 x 1800 pixels Display: OLED, Multitouch-enabled, UWVA, Edge-to-Edge glass, Micro-edge, Anti-reflection Corning Gorilla Glass NBT, Low Blue Light, SDR 400 nits, HDR 500 nits Internal memory: 32 GB 7467 MHz (onboard) Internal memory type: LPDDR5x Total storage capacity: 1 TB Storage media: SSD On-board graphics card model: Intel Graphics Operating system installed: Windows 11 Home Product colour: Black/ Grey Weight: 1.44 kg 3 Year Warranty, Ports</p> <ul style="list-style-type: none"> • 1x USB Type-A 10Gbps • 1x Headphone/microphone combo • 2x Thunderbolt 4 with USB Type-C 40Gbps signaling rate (USB Power Delivery, DisplayPort 2.1) <p>Devie management & accessories:</p> <ul style="list-style-type: none"> - Black Waterproof backpack for 14" laptop - USB-C Travel Hub USB 3.2 Gen 1 Docking Station For Laptop - Laptop Lock (with numerical key) - 1 backup charger for the laptop brand provided - Asset tracking device and application - Configuration of asset tracking application & training - Data migration and system/ application setup from old machine to new machine - 32GB memory stick 	13
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3	<p>Desktop</p> <ul style="list-style-type: none"> - Chassis type: Tower - Product type: PC - Processor family: 12th Generation Intel Core i5 - Processor model: i5-12500 - Processor Frequency: 3.00 / 4.60 GHz (18MB Cache, 6 cores) - Internal memory: 8 GB 3200 MHz (1 x 8 GB) - Internal memory type: DDR4-SDRAM - Total storage capacity: 512 GB M.2 PCIe NVMe - Storage media: SSD - On-board graphics card model: Intel UHD Graphics 770 - Keyboard and Mouse: USB Wired Keyboard and Mouse Combo - Operating system installed: Windows 11 Pro - Connectivity: Wi-Fi 5 and Bluetooth 5 - Power supply: 180 W external power adapter - Weight: 4.7 kg - Product colour: Black - Warranty: 1-Year Carry-in - Ports - Front - 4x USB Type-A 5Gbps signaling rate - 1x Headphone/microphone combo - Ports - Rear - 4x USB 2.0 Type-A - 1x HDMI - 1x RJ-45 - 1x VGA - 1x Power connector - 1x Line in - 1x Line out - o USB 3.2 Gen 1 Type-A o Gigabit RJ-45 Ethernet port o HDMI 2.1 o 2x Thunderbolt 4 with Power Delivery & DisplayPort 2.1 (USB Type-C) o Lock slot <p>Devie management & accessories per device:</p> <ul style="list-style-type: none"> - 5 in 1 Type C hub HDMI x1, - Desktop must be WIFI compatible (internal or externally) - Configuration of asset tracking application & training - Data migration and system/ application setup from old - - machine to new machine - 32GB memory stick 	45
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4	<p>Laptop</p> <ul style="list-style-type: none"> - Processor family: Series 2 Intel Core i9, Processor model: 265U - (12MB Cache, 12 Cores),NPU: Intel AI Boost, up to 12 TOPS,Display diagonal: 40.6 cm (16") - HD type: Full HD+,Display resolution: 1920 x 1200 pixels - Display: touch, 16:10, IPS, Anti Glare, 300nits, 45% NTSC, - Internal memory: 32 GB 5600 MHz (1 x 32 GB), - Internal memory type: DDR5-SDRAM, - SSD 1 TB M.2 TLC 2230 PCIe Gen4 - Intel Graphics, Keyboard: Backlit, with AI hotkey and Number pad - Camera: 1080P FHD IR,Fingerprint reader: Yes, Windows 11 Pro - Mobile broadband: 4G CAT12 - Qualcomm Snapdragon X12 Global LTE-Advanced (DW5826e), eSIM capable - Product colour: Aluminium, Weight: Starting at 1.84 kg - Warranty: 3-year ProSupport Onsite, - Ports & Slots <ul style="list-style-type: none"> o MicroSD Card Slot o Global Headset Jack o USB 3.2 Gen 1 Type-A with Power Share <p>Devie management & accessories (Per device):</p> <ul style="list-style-type: none"> - Black Waterproof backpack for 14" laptop - USB-C Travel Hub USB 3.2 Gen 1 Docking Station For Laptop - Laptop Lock (with numerical key) - 1 backup charger for the laptop brand provided - Asset tracking device and application - Configuration of asset tracking application & training - Data migration and system/ application setup from old machine to new machine - 32GB memory stick 	7
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5	<p>Desktop</p> <p>Technical Specification Product type: All-in-One PC Processor family: Series 1 Intel Core Ultra 5 Processor model: 125U Processor frequency: 1.30 / 4.30 GHz (12MB Cache, 12 cores) NPU: Intel AI Boost, up to 11 TOPS Display diagonal: 60.5 cm (23.8") HD type: Full HD Display resolution: 1920 x 1080 pixels Display: Non-Touch, IPS, Three-sided Micro-edge, Anti-glare, 250 nits, 99% sRGB Internal memory: 16 GB 5600 MHz (1 x 16 GB) Internal memory type: DDR5-SDRAM Total storage capacity: 512 GB M.2 PCIe NVMe Storage media: SSD On-board graphics card model: Intel Graphics Keyboard and Mouse: Wireless Keyboard and Mouse Combo Camera: 1080p HD IR Connectivity: Wi-Fi 6 (2x2) and Bluetooth 5.3 Operating system installed: Windows 11 Home Single Language Product colour: Shell White Weight: Starting at 5.27 kg Warranty: 1-Year Carry-in</p> <p>Ports</p> <ul style="list-style-type: none"> • 1x USB Type-C 5Gbps signaling rate • 2x USB Type-A 5Gbps signaling rate • 2x USB 2.0 Type-A • 1x Headphone/microphone combo • 1x RJ-45 • 1x HDMI-out 1.4 <p>Device management & accessories (Per device):</p> <ul style="list-style-type: none"> - 5 in 1 Type C hub HDMI x1, - 300Mbps mini N USB 2.0 Adapter 36 6mm 300Mbps (x 2) - 30M HDMI cable (high speed) - 1TB External hard drive - Desktop Lock (numerical key) - 32GB memory stick 	10
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TENDER EVALUATION PROCESS AND CRITERIA

THE ACQUISITION OF THE PROVISION OF ICT EQUIPMENT - SUPPLY AND DELIVERY / MAINTENANCE AS ONCE OFF SERVICES

1. BID EVALUATION, RECOMMENDATION AND AWARD PROCESS

- 1.1. The Pikitup Managing Director will appoint a Bid Evaluation Committee to evaluate bid responses and make a recommendation based on the evaluation outcome. The appointed Bid Evaluation Committee (BEC) will evaluate the bid response, list of compulsory returnable documents, and other returnable documents, with the evaluation criteria specified in the tender.
- 1.2. The bid evaluation criteria set out in this tender document shall be applicable and may not be altered during the evaluation process. The Bid Evaluation Committee will evaluate the bids per the predetermined evaluation criteria and make recommendations to the Bid Adjudication Committee and/or the Accounting Officer for consideration.
- 1.3. The Bid Adjudication Committee will review the Bid Evaluation Committee evaluation and consider the recommendation, and depending on the value of the anticipated award, nature of the process and delegation of authority, either make a resolution or make a further recommendation to the Accounting Officer for consideration to make a final resolution.
- 1.4. The responsive bids received at tender closing will be evaluated in terms of pre-compliance evaluation criteria that are mandatory requirements. Qualifying bidders will be evaluated on the applicable price and preference point system.
- 1.5. The tender will be evaluated on either the 80/20 preference point system. Once a tender is received, the lowest acceptable tender will be used to determine the preference point system to be used for the evaluation of tenders. Preference points will be scored according to the specific goals as specified in the MBD 6.1. document
- 1.6. In addition to the price and preference evaluation, objective criteria may apply if specified in the tender document.

2. BRIEFING OR INFORMATION SESSION

- 2.1. No briefing or information session is required for this tender. Clarification questions or queries relating to the tender or the scope of requirements may be submitted in writing as per the details specified on the cover page of the tender document.

3. TENDER MANDATORY REQUIREMENTS

3.1 OVERVIEW

3.1.1 Submission Requirements

The bid must:

- Be submitted in the Pikitup tender box or as specified in the tender invitation
- Be submitted before the closing date and time
- Be submitted in the prescribed format
- Be properly sealed and marked

Late bids or bids not submitted as prescribed will not be considered, regardless of reason.

3.1.2 Proof of Authority to Sign

Bid documents must be signed by a duly authorised person. Acceptable proof includes either a:

- Board resolution
- Power of attorney
- CK / company resolution
- Completion of the relevant delegation of authority template.

Unsigned or unauthorised bids are non-responsive.

3.1.3 Mandatory Returnable Documents

Bidders must submit all compulsory documents as stated in the bid document, including:

- Completed and signed Municipal Bid Forms
- Declaration of Interest (MBD 4)
- Declaration of Bidder's Past SCM Practices (MBD 8)
- Certificate of Independent Bid Determination (MBD 9)
- Any other statutory declarations specified

Missing or incomplete mandatory documents may result in disqualification at the pre-compliance stage.

3.1.4 Confirmation that the bidder's municipal rates, taxes and municipal service charges or the bidder's account from a third-party service provider, are not in arrears.

The bidding entity and all directors/members must confirm that their respective accounts for rates and taxes from the municipality or their respective accounts from a third-party service provider are in good standing:

- Municipal account statements or correspondence from the third-party service provider should not be older than 90 days, and may not be in arrears for more than 90 days, or a valid payment arrangement must be in place.
- The bidding entity and all directors/members' accounts must be in good standing.

Non-compliance with confirmation of good standing of municipal accounts or tenant accounts from a 3rd-party service provider is a mandatory disqualification criterion.

Failure by a bidder to provide a compliant confirmation of good standing for municipal or tenant accounts shall result in disqualification at the pre-compliance stage, in accordance with the MFMA SCM Regulations and the adopted SCM Policy.

3.1.5 Bid Validity and Pricing Schedule

Bid validity period must meet the terms of the bid requirements, and the pricing schedule must be:

- Fully completed
- Signed where required

- Free of material errors

No response to pricing instructions or incomplete pricing schedules may be deemed non-responsive.

3.1.6 Tax Compliance

Bidder must have a valid and compliant tax status on the CSD.

- Tax compliance will be verified at the time of evaluation and award

Non-compliance may result in disqualification, in line with MFMA and National Treasury instructions.

3.1.7 Central Supplier Database (CSD) Registration

The bidder must be registered on the National Treasury CSD. CSD details must be accurate and current, including:

- Company information
- Directors/members
- Banking details

Failure to register or inconsistencies may lead to disqualification.

3.1.8 Administrative Completeness

The bid must be administratively complete, which includes but is not limited to the following:

- All schedules completed
- No material omissions
- Compliance with any special conditions listed as “mandatory”

3.1.9 No Conflict of Interest or Restrictions

The Bidder must not:

- Be listed on the Register for Tender Defaulters
- Be restricted by the National Treasury
- Have defaulted on a previous or current contract, or be restricted by Pikitup or the City of Johannesburg
- Have prohibited relationships with municipal officials or councillors

3.1.10 Outcome of Pre-Compliance Evaluation

- Responsive bids will proceed to functionality, and/or price and preference system evaluation
- Non-responsive bids will be disqualified and excluded from further evaluation

3.2 PRE- COMPLIANCE EVALUATION CRITERIA

3.2.1 **Compulsory Returnable Documents Required for Pre-compliance Evaluation:**

3.2.1.1 The Bid Evaluation Committee (BEC) will evaluate responsive bids on the pre-compliance evaluation criteria by assessing, amongst others, the list of compulsory returnable documents.

3.2.1.2 Bidders are required to comply with all the pre-compliance evaluation criteria to qualify for further evaluation. The pre-compliance evaluation criteria will apply, and

the following compulsory returnable documents are required as supporting documents for evaluation purposes. Bidders may be eliminated for not complying with pre-compliance evaluation criteria and/or not submitting compulsory returnable documents as stated below. Only bidders that comply with all the pre-compliance criteria will qualify for further evaluation.

Table 1: Pre-compliance evaluation criteria and compulsory returnable documentation

Pre-compliance evaluation criteria and compulsory returnable documentation are required for evaluation purposes. Submission of the below documentation below is compulsory.	Checklist - Documents Submitted (YES or NO)
<p>a) Bidders' National Treasury Central Supplier Database (CSD) registration and tax compliance status.</p> <p>a1) The bidder must be registered on the National Treasury Central Supplier Database (CSD).</p> <ul style="list-style-type: none"> • The bidder must indicate the bidding company's CSD registration number (i.e. MAAA...) on the MBD 1 form. <p>a2) The bidder must be tax compliant.</p> <ul style="list-style-type: none"> • The bidder must provide a copy of the bidding company's Central Supplier Database (CSD) registration with an overall tax status that specifies "<u>tax compliant</u>". <p>Important notes:</p> <ul style="list-style-type: none"> - Bidders must ensure compliance with their tax obligations. The bidder's tax compliance status will be confirmed during evaluation and again before the final recommendation and/or award. - The bidder's CSD registration must be in the same legal business name as the bidding organisation, and the CSD registration must be active. - The CSD registration and/or tax compliance status from SARS may be used to verify the bidder's current tax compliance status. - Bids with consortia / joint ventures/partners, each party must submit a separate CSD registration number, and each party must provide evidence of meeting its respective compliance with tax obligations. - Foreign suppliers must complete the pre-award questionnaire in part B3 of the MBD 1 form. - Bidder must submit soft copy of the bid proposal in a usb. 	
<p>b) Confirmation that the bidding organisation's and all the bidding organisation's owners/members/directors / major shareholders account/s for municipal rates</p>	

<p>Pre-compliance evaluation criteria and compulsory returnable documentation are required for evaluation purposes. Submission of the below documentation below is compulsory.</p>	<p>Checklist - Documents Submitted (YES or NO)</p>
<p>and taxes (or from another service provider) are not in arrears for more than 90 days and/or in good standing.</p> <p>b1) The bidder must provide documented proof that the <u>bidding organisation's</u> account for municipal rates and taxes (or from another service provider) is not in arrears for more than 90 days and/or in good standing:</p> <ul style="list-style-type: none"> • If the property where the <u>bidding organisation</u> is conducting business is owned by the <u>bidding organisation</u>, an original or copy of the Municipal Account Statement of the bidding organisation confirming that the account is not in arrears for more than ninety (90) days. The municipal account statement must reflect the bidding organisation name as the account holder and/or the physical address as stated on the CIPC or CSD. The statement may not be older than 3 months as of the tender closing date; or • If the property where the <u>bidding organisation</u> is conducting business is leased or the <u>bidding organisation</u> is a tenant on the property; - a letter of good standing or tenant account statement or sworn affidavit from the landlord or the landlord's appointed property agent are required, confirming that the bidding organisation has no disputed account and/or that the account is not in arrears for more than ninety (90) days. The landlord's letter of good standing, the tenant account statement, or the landlord's sworn affidavit must reflect the bidding organisation's name. Where the physical address differs from the address indicated on the bidding organisation registration document (CIPC) or CSD, the aforementioned landlord confirmation must be accompanied by a signed lease agreement, or • If the property where the <u>bidding organisation</u> is conducting business is not owned or leased by the <u>bidding organisation</u>, and special arrangements are in place for the bidding organisation to operate from the landlord's premises (for example: operating from premises owned by a trust, operating from residence of a friend or family member, operating from premises free of charge, etc);- a sworn affidavit from the landlord or the landlord agent or the account holder is required, stating the nature of the arrangement with the bidding organisation and must confirm that the bidding organisation has no disputed account and/or that the account is not in arrears for more than ninety (90) days. • If the <u>bidding organisation</u> is conducting business from the <u>owner/member/director/major shareholder</u> premises, the company registration document (CIPC) and/or the CSD registration must indicate the same physical address for both the bidding organisation and the owner/member/director / major shareholder. The supporting documents, for example, the municipal account statement of the owner/member/director / major shareholder reflecting the physical address as stated on the CIPS or 	

Pre-compliance evaluation criteria and compulsory returnable documentation are required for evaluation purposes. Submission of the below documentation below is compulsory.	Checklist - Documents Submitted (YES or NO)
<p>CSD, would be used for both the bidding organisation and the relevant owner/member/director / major shareholder.</p>	
<p>b2) In addition to the above, the bidder must provide documented proof confirming that <u>all the bidding organisation's owners/members/directors / major shareholders</u> account/s for municipal rates and taxes (or from another service provider) are not in arrears for more than 90 days and/or in good standing.</p> <ul style="list-style-type: none"> • If an <u>owner/member/director / major shareholder of the bidding organisation</u> is not residing within South Africa, a sworn affidavit is required from the <u>owner / member / director / major shareholder</u> confirming the aforesaid, or • If the property is owned by the <u>owner/member/director / major shareholder of the bidding organisation</u>, an original or copy of the Municipal Account Statement of the <u>owner/member/director / major shareholder</u> confirming that the account is not in arrears for more than ninety (90) days, or • If the property is leased by the <u>owner/member/director/major shareholder of the bidding organisation</u>;- a letter of good standing or tenant account statement or sworn affidavit from landlord or the landlord's appointed property agent are required, confirming that the <u>owner/member/director/major shareholder</u> has no disputed account and/or that the account is not in arrears for more than ninety (90) days. The landlord letter of good standing, or landlord account statement, or landlord affidavit must reflect the relevant <u>owner/member/director/major shareholder</u> name and physical address. Where the physical address differs from the address indicated on the company registration document (CIPC), the aforementioned landlord confirmation must be accompanied by a signed lease agreement, or • If the property is not owned or leased, and special arrangements are in place for the bidding organisation <u>owner/member/director / major shareholder</u> to reside at the landlord's premises (for example: residing on premises owned by a trust, residing with wife, husband, partner, family member, friend, etc);- a sworn affidavit from landlord or the landlord agent or the account holder is required, stating the nature of the residence arrangement for the bidding company's <u>owner/member/director/major shareholder</u> and must confirm that the bidding company's <u>owner/member/director/major shareholder</u> has no disputed account and/or that the account is not in arrears for more than ninety (90) days and/or residing free of charge. • If the bidding organisation's <u>owner/member/director/major shareholder bidding organisation</u> is residing on the premises owned by the bidding organisation, the company registration document (CIPC) and/or the CSD registration must indicate the same physical address for both the bidding organisation and the owner/member/director / major shareholder. The 	

<p>Pre-compliance evaluation criteria and compulsory returnable documentation are required for evaluation purposes. Submission of the below documentation below is compulsory.</p>	<p>Checklist - Documents Submitted (YES or NO)</p>
<p>supporting documents, for example, the municipal account statement of the bidding organisation reflecting the physical address as stated on the CIPS or CSD, would be used for both the bidding organisation and the relevant owner/member/director / major shareholder.</p> <p>Important notes relating to b1 and b2:</p> <ul style="list-style-type: none"> - The above correspondence may not be older than 3 months from the date of tender closing. - The bidding organisation and its owner/member/director / major shareholders' details will be verified by means of the CIPC registration and/or CSD report. - The “landlord letter” is a document that originates from the landlord or the landlord’s property agent confirming that the tenant is in good standing or not in arrears for more than 90 days. The landlord's letter must be dated and signed by the landlord. (Refer to the “Templates” section of the tender for an example of a landlord letter. - The “landlord affidavit” is a document that originates from the landlord or the landlord’s property agent confirming that the tenant is in good standing or not in arrears for more than 90 days. The affidavit from the landlord must be signed by the landlord or the landlord’s property agent, and must also be stamped, signed and dated by a commissioner of oath. - The “tenant account statement” is a document that originates from the landlord or the landlord’s property agent, addressed to the tenant, confirming that the tenant’s account is in good standing or not in arrears for more than 90 days. The tenant account statement required is not the municipal account statement, but that of the landlord. The “tenant account statement” must be addressed to the tenant and must be on the landlord’s or the landlord's property agent’s letterhead and dated. 	
<p>c) Fully signed and completed declaration forms MBD 1, MBD 4, MBD 8 and MBD 9.</p> <p>Important notes:</p> <ul style="list-style-type: none"> • All MBD forms, declarations or documents must be fully completed, signed, dated, and all questions must be answered. • Questions or sections in the MBD forms must not be left open or blank. Where a question or section does not apply, the bidder must indicate “not applicable” for the particular question or section. • The person signing the bid documentation must be authorised to sign on behalf of the bidder. Where the signatory is not a Director / Member / Owner / Shareholder of the bidding company as indicated on the CIPC and/or CSD document, an official letter of authorisation or delegation of authority should be submitted with the bid document confirming that the person or official has the delegated authority to sign the tender documents. 	

Pre-compliance evaluation criteria and compulsory returnable documentation are required for evaluation purposes. Submission of the below documentation below is compulsory.		Checklist - Documents Submitted (YES or NO)																						
	<ul style="list-style-type: none"> The tender document and related documents (i.e. MBD forms, schedules, forms, etc) must be completed in black or dark blue ink. No corrections, fluid, pencil, or other coloured ink may be used. 																							
d)	<p>Joint Ventures (JV) – This criterion is only applicable when the bidder tender as a joint venture.</p> <ul style="list-style-type: none"> Where the bidder bid as a Joint Venture (JV), the required or relevant documents as per compulsory returnable documents subsections (a) to (c) above must be provided for all JV parties. In addition to the above, the bidder must submit a Joint Venture (JV) agreement signed by all relevant parties. <p>Additional Notes: It is a condition of this bid that the successful bidder will continue with the same Joint Venture (JV) arrangements for the duration of the contract, unless prior written approval is obtained from Pikitup.</p>																							
e)	<p>The following are mandatory minimum technical requirements. Documented proof of the below requirements must be included in the bid response:</p> <table border="1"> <tbody> <tr> <td>1</td> <td>Asset tracking device and application with 3 years access, support and maintenance</td> </tr> <tr> <td>2</td> <td>Support & Maintenance for 3-years (minimum) of all on-site installations done</td> </tr> <tr> <td>3</td> <td>Company must have a valid certified Microsoft Partnership agreement in related field</td> </tr> <tr> <td>4</td> <td>2 Employees must have certified CompTia A+ certificate must be certified by commissioner of oath</td> </tr> <tr> <td>5</td> <td>2 Employees must have certified CompTia N+ certificate must be certified by commissioner of oath</td> </tr> <tr> <td>6</td> <td>Project manager has 6+ years' experience in related projects</td> </tr> <tr> <td>7</td> <td>Project Manager must be PMBOK or PRINCE2 Certified, and certificate must be certified by commissioner of oath</td> </tr> <tr> <td>8</td> <td>OEM partner confirmation of supplier partnership</td> </tr> <tr> <td>9</td> <td>OEM support letter confirming warranty support and maintenance of products supplied</td> </tr> <tr> <td>10</td> <td>OEM letter confirming support of products supplied</td> </tr> <tr> <td>11</td> <td>Device samples testing will be conducted</td> </tr> </tbody> </table>	1	Asset tracking device and application with 3 years access, support and maintenance	2	Support & Maintenance for 3-years (minimum) of all on-site installations done	3	Company must have a valid certified Microsoft Partnership agreement in related field	4	2 Employees must have certified CompTia A+ certificate must be certified by commissioner of oath	5	2 Employees must have certified CompTia N+ certificate must be certified by commissioner of oath	6	Project manager has 6+ years' experience in related projects	7	Project Manager must be PMBOK or PRINCE2 Certified, and certificate must be certified by commissioner of oath	8	OEM partner confirmation of supplier partnership	9	OEM support letter confirming warranty support and maintenance of products supplied	10	OEM letter confirming support of products supplied	11	Device samples testing will be conducted	
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11	Device samples testing will be conducted																							

Table 2: Other Returnable Documentation Required:

Other Returnable Documentation	Submitted (YES or NO)
a) Proof of Company Registration (Latest version of company registration showing the company's physical address, all the current registered owners/members/directors/shareholders, and all the owners/members/directors/shareholders' physical addresses.	
b) Copy of ID Documents of owners/members/directors/shareholders	
c) Preference claims form (i.e. MBD 6.1 amended) and supporting documents (i.e. Original or copy of BBBEE Scorecard or sworn affidavit, CSD, etc.)	
d) Company Profile	

4. FUNCTIONALITY EVALUATION CRITERIA (IF APPLICABLE)

The total Weighting is 100 and the Minimum Qualifying Score is 70 The following aspects will be considered during the functional evaluation:

NO #	CRITERIA	EVIDENCE	CLAUSE	SCORE								
1	Experience	Experience in the provision of IT desktops, Laptops, peripherals and all the services related services as per the specification. The letter must be in the letterhead of the referee, dated, signed and be within 5 years from date of advert.	<table border="1"> <tr> <td data-bbox="962 689 1193 891">Tenderer has less than 2 reference letters = 0</td> <td data-bbox="1262 734 1449 898">0</td> </tr> <tr> <td data-bbox="962 891 1193 1093">Tenderer has 3 relevant reference letters = 70</td> <td data-bbox="1262 898 1449 1099">60</td> </tr> <tr> <td data-bbox="962 1093 1193 1294">Tenderer has 4 relevant reference letters = 70</td> <td data-bbox="1262 1099 1449 1301">70</td> </tr> <tr> <td data-bbox="962 1294 1193 1547">Tenderer has 5 and more relevant reference letters = 100</td> <td data-bbox="1262 1301 1449 1503">100</td> </tr> </table>	Tenderer has less than 2 reference letters = 0	0	Tenderer has 3 relevant reference letters = 70	60	Tenderer has 4 relevant reference letters = 70	70	Tenderer has 5 and more relevant reference letters = 100	100	
Tenderer has less than 2 reference letters = 0	0											
Tenderer has 3 relevant reference letters = 70	60											
Tenderer has 4 relevant reference letters = 70	70											
Tenderer has 5 and more relevant reference letters = 100	100											

5. PRICE AND PREFERENCE POINTS EVALUATION AND CRITERIA

5.1.1 The bidder shall give the total all-inclusive prices in South African Rand, inclusive of all taxes and discounts in the pricing schedule. The total bid price will be recorded at the tender closing date in the Pikitup Tender Register. Where conflicts exist between the price quoted in the pricing schedule and the other prices quoted by the bidder elsewhere, the price quoted in the pricing schedule shall prevail. Where applicable, the bidder must provide a price breakdown.

5.1.2 Final Proposal will be evaluated in terms of the 80/20 preference point system.

5.1.3 A maximum number of 20 preference points may be allocated to a bidder, depending on the contract value, by achieving the specified goals stipulated in the invitation to bid document. The maximum preference points that may be claimed for each specific goal are indicated in the tender document.

5.1.4 The price submitted by the lowest acceptable bidder will be used in the formula below as the basis (Pmin) when calculating the points for price. The bidder who scored the highest points for price will score either 80 points, while other bidders will score lower points out of 80 on a pro-rata basis.

5.1.5 The 80/20 Preference Point Systems will be calculated as indicated in the section below.

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

80/20

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

Were

P_s = Points scored for the comparative price of the bid under consideration.

P_t = Comparative price of bid under consideration

P_{min} = Comparative price of the lowest acceptable bid

5.1.6 Should, during any stage of the evaluation and/or adjudication process, it becomes evident that the bidder who scored the highest number of points is unacceptable or non-responsive and this bidder also scored the highest points for price, the price and preference points scored by each bidder will be recalculated using the new lowest acceptable bidder's price as the basis (Pmin) for calculation purposes.

5.2 PREFERENCE POINTS CLAIMED FOR SPECIFIC GOALS

5.2.1 Preference points may be claimed by the bidders for specific goals as stated in this tender. The preference points claimed for specific goals must be supported by documented proof as per the means of verification stated in this tender document.

5.2.2 The lowest acceptable bidder's total bid price will be used to determine the applicable preference point system.

5.2.3 The following specific goals are determined by Pikitup for this tender with the intent to promote HDI and the local economy.

Table: Specific goals for preference points

Specific goals	The specific goals and points allocated by Pikitup for this tender	Means of verification	Maximum points allocated for each goal (80/20 preference point system)
Goal 1	Local Enterprises owned by black people (in terms of the B-BBEE Act) with at least 51% shareholding Below 51% black shareholding = 0 51% to 60% black shareholding = 1 61% to 80% black shareholding = 3 81% to 100% black shareholding = 5	CSD, Valid BBBEE certificate, Affidavit sworn under oath, copy of the owner's ID, and/or shareholders' certificate	5
	Local Enterprise owned by women who are South African citizens with at least 51% shareholding Below 51% woman shareholding = 0 51% to 60% woman shareholding = 1 61% to 80% woman shareholding = 3 81% to 100% woman shareholding = 5	CSD, Valid BBBEE certificate, Affidavit sworn under oath, copy of the owner's ID, and/or shareholders' certificate	5
Goal 2	Local Enterprise that is an SMME (An EME or QSE) SMME = 5	CSD, Valid BBBEE	5

	Not a SMME = 0	certificate, and/or Affidavit sworn under oath	
	Local Enterprise located within the City of Johannesburg Metropolitan Municipality = 5 Gauteng province = 3 South Africa = 1 Outside SA = 0	MBD 1 document, CSD certificate, bidding company municipal account statement, and/or letter or statement from the landlord confirming the company address	5
Total (Maximum number of preference points)			20

Note to bidders:

- The bidder must complete and indicate in the preference claim form (i.e. previously MBD 6.1) the points claimed against each specific goal according to provisions made for preference points to be claimed as indicated in the “Table for Specific goals for preference points” above.
- The maximum number of points that may be claimed for each goal is indicated above in the last column.
- Bidders that qualify for the specific goal specified may claim the points allocated for the specific goal. Bidders who do not qualify for a goal may not claim points for the specific goal. (Example: A bidder with 10% black ownership does not qualify since the ownership is less than the specific goal of 51% black ownership, thus no points may be claimed in this instance).
- The total number of points claimed may not exceed the maximum of 20 points where the 80/20 preference point system applies.

6. CRITERIA FOR BREAKING A DEADLOCK IN SCORING

- 6.1 If two or more tenderers have scored equal total points, the successful tenderer must be the one who scored the highest points for specific goals.
- 6.2 If two or more tenderers are still equal in all respects, including equal preference points for specific goals, the successful tenderer must be the one scoring the highest score for functionality, if functionality is part of the evaluation process.
- 6.3 If two or more tenderers are still equal in all respects, the award must be decided by the drawing of lots.

7. OBJECTIVE CRITERIA (IF APPLICABLE)

TENDER NO: PT154 / 2026 – TENDER INVITATION DOCUMENT FOR THE PROVISION OF ICT EQUIPMENT – THE SUPPLY AND DELIVERY / MAINTENANCE AS ONCE OFF SERVICES

- 7.1 The recommendation for the preferred bidder or bidders is/are the bidder/s who score the highest price and preference points. Unless objective criteria, in addition to those of specific goals, justify the award to another bidder. If Pikitup intends to apply objective criteria in terms of section 2(1) (f) of the Act, Pikitup will stipulate the objective criteria applicable in the tender document.
- 7.2 The objective criteria applicable to this tender are as follows:
 - 7.2.1 Pikitup reserves the right to award the tender to one (1) or more bidder/s; and/or
 - 7.2.2 Pikitup reserves the right to negotiate the rates, terms and conditions with the highest scoring and/or shortlisted bidders before or after the final award on condition that the Managing Director and/or delegated authority approves to do so; and/or
 - 7.2.3 In the event of the parties failing to reach an agreement on mutually acceptable contractual terms and conditions with the recommended bidder/s within the prescribed timelines, Pikitup reserves the right to appoint the next highest scoring bidder/s as an alternative supplier/s, subject to approval by the Managing Director and/or delegated authority; and/or
 - 7.2.4 Pikitup may award the entire contract, part thereof, or no award at all.

ANNEXURE 3.1

MBD 3.1

PRICING SCHEDULE

**PRICING SCHEDULE – FIRM PRICES
(PURCHASES)**

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:	PT145/2026 FOR THE PROVISION OF ICT EQUIPMENT – SUPPLY, DELIVERY AND MAINTENANCE AS AN ONCE OFF SERVICE
Closing Time:	11:00AM
Closing Date:	27 FEBRUARY 2026

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

ITEM NO. INCLUDED)	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY ** (ALL APPLICABLE TAXES
--------------------	----------	-------------	---

Details to be completed on the attached pricing schedule

- Required by Pikitup Johannesburg SOC Limited
- At various sites in and around the City of Johannesburg area as specified in the
- Brand and Model To be completed in a separate schedule
- Country of Origin To be completed in a separate schedule
- Does the offer comply with the specification(s)? *YES/NO
- If not to specification, indicate deviation(s)
- Period required for delivery As specified in the TOR
*Delivery: Firm/Not firm
- Delivery basis As specified in the TOR

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

Except if indicated differently in the pricing schedule, the bid price will remain fixed for the proposed contract period.

Pricing Instructions:

1. Bidders are required to complete the pricing schedule in full and in ink. No blank or incomplete entries will be accepted. Where items are not applicable, "N/A" must be clearly indicated.
2. All prices must be quoted in South African Rand (ZAR) and must be inclusive of all direct and indirect costs, including but not limited to labour, materials, equipment, transport, insurance, administration, overheads, profit margins, duties, levies, and all other costs necessary for the full execution of the contract.
3. Value Added Tax (VAT) must be clearly indicated separately. Where the bidder is not registered for VAT, this must be clearly stated in writing, and prices will be regarded as VAT inclusive for evaluation purposes.
4. Prices shall be firm and fixed for the duration of the contract period and shall not be subject to escalation, variation, or adjustment, unless expressly provided for in the contract conditions and SCM prescripts.
5. The total tendered price must be the sum of all line items in the pricing schedule. In the event of any discrepancy between unit rates, line subtotals and the total, the total tendered price shall prevail.
6. No conditional pricing, qualifications, alternative offers, or multiple pricing options will be accepted.
7. Failure to complete, sign, and submit the pricing schedule in the prescribed format shall render the bid non-responsive and may lead to disqualification at the pre-compliance stage.
8. The Accounting Officer/Accounting Authority reserves the right to verify prices and correct arithmetical errors in accordance with the MFMA, SCM Regulations, and the municipality/entity's Supply Chain Management Policy.
9. All pricing will be evaluated in accordance with the Preferential Procurement Policy Framework Act (PPPFA) and applicable SCM regulations.

PRICING SCHEDULE AND QUANTITIES

ITEM #	SHORT DESCRIPTION (Refer to detailed description and specification in Annexure 2)	UNIT OF MEASURE	QTY	UNIT PRICE (EXCLUDING VAT)	TOTAL PER ANNUM RATE X QUANTITY)
1	Laptop S2 i7	Each	55	R	R
2	Laptop S1 i7	Each	13	R	R
3	Desktop Gen12 i5	Each	45	R	R
4	Laptop S2 i9	Each	7	R	R
5	Desktop S1 Ultra 5	Each	10	R	R
TOTAL (EXCLUDING VAT)					R
TOTAL VAT AMOUNT					R
TOTAL BID AMOUNT (INCLUDING VAT)					R

Declaration by Bidder

I/we hereby declare that:

- The prices quoted are firm and fixed in accordance with the tender conditions.
- The pricing includes all costs necessary for the proper execution of the contract.
- The pricing schedule is complete, accurate, and binding upon acceptance of the bid.

Signature:

Name and surname:

Designation:

Bidder name:

Date:

ANNEXURE 4

MBD 4

DECLARATION OF INTEREST

MBD 4

DECLARATION OF INTEREST

1. No bid will be accepted from persons in the service of the state¹.
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority.
3. **To give effect to the above, the following questionnaire must be completed and submitted with the bid.**

3.1 Full Name of bidder or his or her representative:

.....

3.2 Identity Number:

3.3 Position occupied in the Company (director, trustee, shareholder²):

3.4 Company Registration Number:
.....

3.5 Tax Reference Number:
.....

3.6 VAT Registration Number:
.....

3.7 The names of all directors / trustees / shareholders members, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below.

3.8 Are you presently in the service of the state?
(Circle the applicable answer) YES /

NO

3.8.1 If yes, furnish particulars.
.....

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

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

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

3.9 Have you been in the service of the state for the past twelve months?
(Circle the applicable answer)...YES

/ NO

TENDER NO: PT154 / 2026 – TENDER INVITATION DOCUMENT FOR THE PROVISION OF ICT EQUIPMENT – THE SUPPLY AND DELIVERY / MAINTENANCE AS ONCE OFF SERVICES

3.9.1 If yes, furnish particulars.....

.....

3.10 Do you have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid?

(Circle the applicable answer) YES /

NO

3.10.1 If yes, furnish particulars.

.....

.....

3.11 Are you, aware of any relationship (family, friend, other) between any other bidder and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid?

(Circle the applicable answer)...YES /

NO

3.11.1 If yes, furnish particulars

.....

.....

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

(Circle the applicable answer)...YES /

NO

3.12.1 If yes, furnish particulars.

.....

.....

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

(Circle the applicable answer)...YES /

NO

3.13.1 If yes, furnish particulars.

.....

.....

3.14 Do you or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company have any interest in any other related companies or business whether they are bidding for this contract?

(Circle the applicable answer)...YES /

NO

3.14.1 If yes, furnish particulars:

.....

.....

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

Full Name	Identity Number	State Employee Number

.....
Signature

.....
Date

.....
Capacity

.....
Name of Bidder

ANNEXURE 5

**NOT APPLICABLE
FOR THIS TENDER**

ANNEXURE 6.1

**MBD 6.1 - PREFERENCE POINTS CLAIM FORM AMENDED IN
TERMS OF THE PREFERENTIAL PROCUREMENT
REGULATIONS OF 2022, AND SPECIFIC GOALS AS PER THE
PIKITUP SCM POLICY**

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022, AND THE PIKITUP SCM POLICY

This preference form must form part of all the 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 apply to invitations to tender:

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included)

1.2 The applicable preference point system for this tender is the 80/20 preference point system.

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 The maximum points for this tender are allocated as follows:

POINTS	Tenders R50m and below in value
PRICE	80
SPECIFIC GOALS	20
Total points for Price and Specific Goals	100

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 a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim regarding preferences, in any manner required by the organ of state.

2. DEFINITIONS

- (a) "Acceptable tender" means any tender which, in all respects, complies with the specifications and conditions of tender as set out in the tender document.

- (b) “Affidavit” is a type of verified statement or showing, or in other words, it contains a verification, meaning it is under oath or penalty of perjury, and this serves as evidence to its veracity and is required for court proceedings.
- (c) “All applicable taxes” includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.
- (d) “B-BBEE” means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act.
- (e) “B-BBEE status level of contributor” means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act.
- (f) “bid” means a written offer on the official bid documents or invitation of price quotations, and “tender” is the act of bidding /tendering.
- (g) “Code of Good Practice” means the generic codes or the sector codes, as the case may be.
- (h) “Consortium or joint venture” means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract; “contract” means the agreement that results from the acceptance of a bid by an organ of state.
- (i) “Disability” means, in respect of a person, a permanent impairment of a physical, intellectual, or sensory function, which results in restricted, or lack of, ability to perform an activity in the manner, or within the range, considered normal for a human being.
- (j) “Exempted Micro Enterprise” (EME) with an annual total revenue of R10 million or less.
- (k) “Firm price” means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- (l) “Historically Disadvantaged Individual (HDI)” means a South African citizen – (1) who, due to the apartheid policy that had been in place, had no franchise in national elections before the introduction of the Constitution of the Republic of South Africa, 1983 (Act No 110 of 1983) or the Constitution of the Republic of South Africa, 1993 (Act No 200 of 1993) (“the Interim Constitution”); and/or (2) who is a female; and/or (3) who has a disability: Provided that a person who obtained South African citizenship on or after the coming to effect of the Interim Constitution, is deemed not to be an HDI;
- (m) “Integrated Development Plan” (IDP) means a five-year strategic plan required in terms of the Municipal Systems Act, 2000 (Act no 32 of 2000), guiding the City in executing its constitutional mandate.
- (n) “Large Enterprise” is any enterprise with an annual total revenue above R50 million.
- (o) “Locality” means that the tenderer or bidder must have a business enterprise located within the boundaries of the City of Johannesburg (CoJ) Municipal Metropolitan Municipality or Gauteng Province to score points for locality.
- (p) “Local Enterprise” means an enterprise with 51% or more equity ownership by South African citizens, registered in the Republic of South Africa and paying tax to the South African Revenue Service
- (q) “Lowest acceptable tender” means the tender that complies with all specifications and conditions of the tender and that has the lowest price compared to other tenders
- (r) “Non-firm prices” means all prices other than “firm” prices.
- (s) “People with disabilities” has the meaning assigned to it in section 1 of the Employment Equity Act, 1998 (Act no 55 of 1998)

- (t) “person” includes a juristic person.
- (u) “price” means an amount of money tendered for goods or services and includes all applicable taxes less all unconditional discounts.
- (v) “Qualifying Small Enterprise” (QSE) with an annual total revenue between R10 million and R50 million.
- (w) “Rand value” means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes.
- (x) “Small, Medium and Micro Enterprises” SMME that bear the same meaning assigned to this expression in the National Small Business Act 1996 (Act 102 of 1996)
- (y) “Specific goals” means specific goals as contemplated in section 2(1)(d) of the Act which may include contracting with persons, or categories of persons, historically disadvantaged by unfair discrimination based on race, gender, and disability including the implementation of programmes of the Reconstruction and Development Programme as published in Government Gazette No 16085 dated 23 November 1994.
- (z) “sub-contract” means the primary contractor’s assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract.
- (aa) “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.
- (bb) “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
- (cc) “The Act” means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).
- (dd) “The Regulations” means the Preferential Procurement Regulations, 2022 (as amended)
- (ee) “Total revenue” bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the Government Gazette on 11 October 2013.

3. THE 80/20 PREFERENCE POINT SYSTEMS

3.1. POINTS AWARDED FOR PRICE

3.1.1 FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

A maximum of 80 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 the price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of the lowest acceptable tender

4. PREFERENCE 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 this tender, the tenderer will be allocated points based on the goals stated in Table 1 below, as may be supported by proof or 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 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
 - (a) an invitation for tender for income-generating contracts, that either the 80/20 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 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,
 - (c) Then the organ of state must indicate the points allocated for specific goals for both the 80/20 preference point systems.
- 4.3. Pikitup determines the following specific goals for this tender with the intent to promote HDI and the local economy.

80/20 preference point system				
Specific goals	The specific goals and points allocated by Pikitup for this tender	Means of verification	Points allocated for each goal (80/20 system) (Maximum # of points for each goal to be specified by Pikitup)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Goal 1	Local Enterprises owned by black people (in terms of the B-BBEE Act) with at least 51% shareholding Below 51% black shareholding = 0 51% to 60% black shareholding = 1 61% to 80% black shareholding = 3 81% to 100% black shareholding = 5	CSD, Valid BBEE certificate, Affidavit sworn under oath, copy of the owner's ID, or shareholders' certificate	5	
	Local Enterprise owned by women who are South African citizens with at least 51% shareholding Below 51% woman shareholding = 0 51% to 60% woman shareholding = 1 61% to 80% woman shareholding = 3 81% to 100% woman shareholding = 5	CSD, Valid BBEE certificate, Affidavit sworn under oath, copy of the owner's ID, or shareholders' certificate	5	
Goal 2	Local enterprise that is a Small, Medium and Micro Enterprise (SMMEs, which include EME or QSE) SMME = 5 Not a SMME = 0	CSD, Valid BBEE certificate, Affidavit sworn under oath	5	
	Local Enterprise that is located within: The City of Johannesburg Metropolitan Municipality = 5 Gauteng province = 3 South Africa = 1 Outside SA = 0	CSD certificate, bidding company municipal account statement, letter or statement from the landlord confirming the company address	5	
Total (Maximum number of preference points)			20	

Table 1: Specific goals for the tender and points claimed are indicated in the table above.

Note to tenderers: The tenderer must indicate in the table the points claimed against each goal where provisions are made for preference points to be claimed. Points claimed will be verified with supporting documents submitted. Where preference points are not claimed by the bidder, or in the case where the points claimed differ from the evidence as per the supporting documents submitted, the bidder will not be allocated points for the goal.

5. DECLARATION ABOUT COMPANY/FIRM

5.1. Name of company/firm:

5.2. Company registration number:

5.3. TYPE OF COMPANY/ FIRM

- (Pty) Limited
- Close corporation
- Public Company
- One-person business/sole proprietorship
- Personal Liability Company
- Partnership/Joint Venture / Consortium
- Co-operative
- Non-Profit Company
- State-Owned Company
- Other

[TICK APPLICABLE BOX]

5.4. 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, qualify 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 because 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 the 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 because of that person’s conduct.
 - (c) cancel the contract and claim any damages which it has suffered because 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.

SIGNATURE OF TENDERER:	DATE:
NAME AND SURNAME:	
ADDRESS:	

ANNEXURE 6.2

LOCAL CONTENT CLAIM FORM

(ONLY
APPLICABLE FOR
TENDERS WITH
DESIGNATED
SECTORS)

DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

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

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2022, the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 (Edition 1) and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)].

1. General Conditions

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

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

Where

- x is the imported content in Rand
- y is the bid price in Rand, excluding value-added tax (VAT)

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

The SABS approved technical specification number SATS 1286:2011 is accessible on http://www.thedti.gov.za/industrial_development/ip.jsp at no cost.

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

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

<u>Description of services, works or goods</u>	<u>. Stipulated minimum threshold.</u>
_____	_____ %
_____	_____ %
_____	_____ %

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

YES	NO
-----	----

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

The relevant rates of exchange information are accessible on www.reservebank.co.za

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

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

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

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

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

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

IN RESPECT OF BID NO.

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

NB

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

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

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

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

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

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

- (d) I accept that the Procurement Authority / Institution has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.
- (e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Institution imposing any or all the remedies as provided for in the Preferential Procurement Regulations, 2022, promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

SIGNATURE: _____

DATE:

WITNESS No. 1 _____

DATE:

WITNESS No. 2 _____

DATE:

ANNEXURE 7

CONTRACT FORM

MBD 7.1 – PURCHASE OF
GOODS/WORKS

OR

MBD 7.2 – RENDERING OF SERVICES

OR

MBD 7.3 – SALE OF GOODS/WORKS

CONTRACT FORM - PURCHASE OF GOODS/WORKS

THIS FORM MUST BE FILLED IN DUPLICATE BY BOTH THE SUCCESSFUL BIDDER (PART 1) AND THE PURCHASER (PART 2). BOTH FORMS MUST BE SIGNED IN THE ORIGINAL SO THAT THE SUCCESSFUL BIDDER AND THE PURCHASER WOULD BE IN POSSESSION OF ORIGINALLY SIGNED CONTRACTS FOR THEIR RESPECTIVE RECORDS.

PART 1 (TO BE FILLED IN BY THE BIDDER)

1. I hereby undertake to supply all or any of the goods and/or works described in the attached bidding documents to (name of institution)..... in accordance with the requirements and specifications stipulated in bid number..... at the price/s quoted. My offer remains binding upon me and open to acceptance by the purchaser during the validity period indicated and calculated from the closing time of the bid.

2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (i) Bidding documents, viz
 - Invitation to bid;
 - Tax clearance certificate;
 - Pricing schedule(s);
 - Technical Specification(s);
 - Preference claims for Specific Goals;
 - Declaration of interest;
 - Declaration of bidder's past SCM practices;
 - Certificate of Independent Bid Determination;
 - Special Conditions of Contract;
 - (ii) General Conditions of Contract; and
 - (iii) Other (specify)

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 goods and/or works 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 fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfilment 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 authorised to sign this contract.

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES	
1
2.
-	-

CONTRACT FORM - PURCHASE OF GOODS/WORKS

PART 2 (TO BE FILLED IN BY THE PURCHASER)

1. I..... in my capacity as..... accept your bid under reference numberdated.....for the supply of goods/works indicated hereunder and/or further specified in the annexure(s).
2. An official order indicating delivery instructions is forthcoming.
3. I undertake to make payment for the goods/works delivered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice accompanied by the delivery note.

ITEM NO.	PRICE (ALL APPLICABLE TAXES INCLUDED)	BRAND	DELIVERY PERIOD (in business days)	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)

4. I confirm that I am duly authorised to sign this contract.

SIGNED AT ON

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

WITNESSES

1.
2.

CONTRACT FORM - RENDERING OF SERVICES

THIS FORM MUST BE FILLED IN DUPLICATE BY BOTH THE SERVICE PROVIDER (PART 1) AND THE PURCHASER (PART 2). BOTH FORMS MUST BE SIGNED IN THE ORIGINAL SO THAT THE SERVICE PROVIDER AND THE PURCHASER WOULD BE IN POSSESSION OF ORIGINALLY SIGNED CONTRACTS FOR THEIR RESPECTIVE RECORDS.

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

1. I hereby undertake to render services described in the attached bidding documents to **PIKITUP JOHANNESBURG SOC LTD** in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number **PU...../2025** at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the Purchaser 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:
 - (i) Bidding documents, viz
 - Invitation to bid;
 - Tax clearance certificate;
 - Pricing schedule(s);
 - Filled in task directive/proposal;
 - Preference claims for Specific Goals in terms of Pikitup SCM Policy;
 - Declaration of interest;
 - Declaration of Bidder's past SCM practices;
 - Certificate of Independent Bid Determination;
 - Special Conditions of Contract;
 - (ii) General Conditions of Contract; and
 - (iii) Other (specify)
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 fulfilment 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 authorised to sign this contract.

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES	
1
2

CONTRACT FORM - RENDERING OF SERVICES
PART 2 (TO BE FILLED IN BY THE PURCHASER)

1. I in my capacity as accept your bid under reference number dated for the rendering of services indicated hereunder and/or further specified in the annexure(s).
2. An official order indicating service delivery instructions is forthcoming.
3. I undertake to make payment for the services rendered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice.

DESCRIPTION OF SERVICE	PRICE (ALL APPLICABLE TAXES INCLUDED)	COMPLETION DATE	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)

4. I confirm that I am duly authorised to sign this contract.

SIGNED AT:

NAME (PRINT):

SIGNATURE:

DATE:

Witness: 1.

Witness: 2.

CONTRACT FORM - SALE OF GOODS/WORKS

THIS FORM MUST BE FILLED IN DUPLICATE BY BOTH THE SUCCESSFUL BIDDER (PART 1) AND THE SELLER (PART 2). BOTH FORMS MUST BE SIGNED IN THE ORIGINAL SO THAT THE SUCCESSFUL BIDDER AND THE SELLER WOULD BE IN POSSESSION OF ORIGINALLY SIGNED CONTRACTS FOR THEIR RESPECTIVE RECORDS.

PART 1 (TO BE FILLED IN BY THE BIDDER)

- a) I hereby undertake to purchase all or any of the goods and/or works described in the attached bidding documents from (name of institution) in accordance with the requirements stipulated in (bid number) at the price/s quoted. My offer remains binding upon me and open for acceptance by the seller during the validity period indicated and calculated from the closing time of the bid.
- b) The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (i) Bidding documents, viz
 - Invitation to bid;
 - Tax clearance certificate;
 - Pricing schedule(s);
 - Declaration of interest;
 - Declaration of Bidder’s past SCM practices;
 - Special Conditions of Contract;
 - (ii) General Conditions of Contract; and
 - (iii) Other (specify)
- c) I confirm that I have satisfied myself with the correctness and validity of my bid; that the price(s) quoted cover all the goods and/or works specified in the bidding documents; that the price(s) cover all my obligations and I accept that any mistakes regarding price(s) and calculations will be at my own risk.
- d) I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.
- e) I undertake to make payment for the goods/works as specified in the bidding documents.
- f) I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
- g) I confirm that I am duly authorised to sign this contract.

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

Witness: 1. Witness: 2.

CONTRACT FORM - SALE OF GOODS/WORKS

PART 2 (TO BE FILLED IN BY THE SELLER)

I in my capacity as accept your bid under reference number dated for the purchase of goods/works indicated hereunder and/or further specified in the annexure(s).

I undertake to make the goods/works available in accordance with the terms and conditions of the contract.

ITEM NO.	DESCRIPTION	PRICE (ALL APPLICABLE TAXES INCLUDED)		

I confirm that I am duly authorized to sign this contract.

SIGNED AT ON

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

--

<p>WITNESSES</p> <p>1.</p> <p>2.</p>

ANNEXURE 8

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

MBD 8

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

Item	Question	Yes	No
4.1	<p>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).</p> <p>The Database of Restricted Suppliers now resides on the National Treasury's website (www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	<p>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)?</p> <p>The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		

4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
Item	Question	Yes	No
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.7.1	If so, furnish particulars:		

CERTIFICATION

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

**I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT, ACTION MAY
BE TAKEN AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.**

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

ANNEXURE 9

MBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Municipal Bidding Document (MBD) must form part of all bids¹ 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).² Collusive bidding is a *per se* prohibition meaning that it cannot be justified under any grounds.
- 3 Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
 - a. takes all reasonable steps to prevent such abuse;
 - b. rejects the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
 - c. cancels a contract awarded to a person if the person commits 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 To give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

¹ Includes price quotations, advertised competitive bids, limited bids and proposals.

² 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.

MBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, submitting the accompanying bid:

(Bid Number and Description) in response to the invitation for the bid made by Pikitup Johannesburg SOC Limited (Municipality / Municipal Entity) do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of _____ (Name of Bidder) 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 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 consortium³ will not be construed as collusive bidding.
7. Without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices.
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices.
 - (d) the intention or decision to submit or not to submit, a bid.
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the
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Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

.....
Signature Date

.....
Position Name of Bidder

³ 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

ANNEXURE 10

CORPORATE GOVERNANCE BREACH CLAUSE

CORPORATE GOVERNANCE BREACH CLAUSE

1. PIKITUP Johannesburg (SOC) LTD (“PIKITUP”) requires (“the Company”) to comply, *mutatis mutandis* with the Code contained in the King II Report and Code of Good Corporate Governance (below “the Code”) for the term of this Agreement and any extension thereof.
2. The Company irrevocably undertakes and agrees that it will, *mutatis mutandis*, comply with the Code for the term of this Agreement and any extensions thereof.
3. The Company acknowledges and agrees that:
 - 3.1 It is essential that the Company complies with the Code, to discharge all its obligations under and in terms of the Agreement in a proper, efficient and professional manner, and
 - 3.2 PIKITUP will be prejudiced and may suffer damages in the event of the Company failing to comply with the Code.
4. The Company shall be required, within seven (7) days of the end of each calendar month during the term of this Agreement (and any extensions thereof), to furnish PIKITUP with a written certificate, signed by the directors of the Company [**alternatively members of the Close Corporation**], certifying that the Company has complied with the provisions of the Code during the preceding months.
5. PIKITUP shall have the right, without assigning any reason therefore and at any time, to appoint either the Institute of Directors of South Africa or a firm of chartered accountants or attorneys, to conduct an audit of the business and affairs of the Company to ascertain whether the Company is indeed complying with the terms of the Code. To this end, the Company irrevocably undertakes and agrees to co-operate fully with the party conducting such investigation for and on behalf of PIKITUP and to make available to such party all such documentation and all such information as the investigation party may require to fully discharge its obligations under and in terms hereof and to report fully to PIKITUP.

In the event of it being found that the Company is not complying with the Code, then PIKITUP shall be entitled to (a) regard this as a breach of the agreement and (b) recover the costs of the investigation, on an attorney and client basis, from the Company. In the event of it being found that the Company is, in fact, discharging its obligations under and in terms of the Code, then PIKITUP shall bear the costs incurred in such investigation. In either of the foregoing events, the Company shall be entitled to receive a copy of the written report once same has been concluded by the investigating party.

6. In the event of the Code being replaced with another Code (or similar document), then such replacement document shall replace the Code and a reference to the Code shall be deemed to be a reference to such replacement document. The reference to the Code shall be deemed to include any statutory codification of directors' obligations and duties which may be enacted in the Republic of South Africa at any time in the future.
7. In entering into this Agreement, the Company represents and warrants to PIKITUP that it is familiar with the Code, that it fully understands and appreciates the rights, obligations and recommendations therein contained and agrees to be bound thereby as herein recorded.

ANNEXURE 11

GENERAL CONDITIONS OF CONTRACT AND SPECIAL CONDITIONS OF CONTRACT

The National Treasury General Conditions of Contract, revised July 2010 (as amended), as well as special conditions of contract for this bid will apply. Below find the National Treasury General Conditions of Contract revised July 2010 (as amended), and the most recent version of the GCC is also available on the National Treasury website, i.e. www.nationaltreasury.gov.za.

NATIONAL TREASURY - GENERAL CONDITIONS OF CONTRACT REVISED JULY 2010

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1. Definitions

1. The following terms shall be interpreted as indicated:

- 1.1 'Closing time' means the date and time 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 or her 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 contract execution.
- 1.5 'Countervailing duties' are imposed in cases in which an enterprise abroad is subsidised 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 recognised new product results that is substantially different in basic characteristics or purpose or utility from its components.
- 1.7 'Day' means calendar day.
- 1.8 'Delivery' means delivery in compliance with the conditions of the contract or order.
- 1.9 'Delivery ex stock' means immediate delivery directly from stock on hand.
- 1.10 'Delivery into consignee's 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 markets its goods on its initiative in the RSA at lower prices than those of the country of origin, and which action has the potential to harm the local industries in the RSA.
- 1.12 'Force majeure' means an event beyond the control of the supplier, not involving the supplier's fault or negligence, and not foreseeable. Such events may include, but are 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 to influence a procurement process or the execution of a contract to the detriment of any bidder and includes collusive practice among bidders (before 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 the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 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 the bidding documents.
- 1.21 'Purchaser' means the organisation 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

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2.1 These general conditions apply 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 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 on the National Treasury e-tender portal (i.e. www.treasury.gov.za).

4. Standards

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

5. Use of contract documents and information; inspection.

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

5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1, except for purposes of completing the contract.

5.3 Any document, other than the contract itself, mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.

5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent rights

6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from the use of the goods or any part thereof by the purchaser.

7. Performance Security

7.1 Within 30 (thirty) 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 the 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 a freely convertible currency acceptable to the purchaser, and shall be in the form of 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.

7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than 30 (thirty) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in the SCC.

8. Inspections, tests and analysis

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 should be open, at all reasonable hours, for inspection by a representative of the Department or an organisation acting on behalf of the Department.

8.3 If there are no inspection requirements indicated in the bidding documents and no mention of such is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.

8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be following 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 the GCC.

9. Packing

9.1 The supplier shall provide such packaging of the goods as is required to prevent damage or deterioration during transit to their 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' destination and the absence of heavy handling facilities at all transit points.

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 the SCC, and any subsequent instructions ordered by the purchaser.

10. Delivery and documents

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

10.2 Documents to be submitted by the supplier are specified in the 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

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 the following services, including additional services (if any) specified in the SCC:

- (a) performance or supervision of on-site assembly, and/or commissioning of the supplied goods;
- (b) furnishing of tools required for the assembly and/or maintenance of the supplied goods;
- (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
- (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period agreed by the Parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
- (e) 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 the SCC, the supplier may be required to provide any or all of the following materials, notifications, and information about 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 12 (twelve) months after the goods, or any portion thereof, as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for 18 (eighteen) 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 the SCC.

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

15.4 Upon receipt of such notice, the supplier shall, within the period specified in the SCC and at all reasonable speed, repair or replace the defective goods or parts thereof, without cost to the purchaser.

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

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

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

16.4 Payment will be made in Rand unless otherwise stipulated in the 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 tendered by the supplier in his bid, apart from any price adjustments authorised in the SCC or the purchaser's request for validity extension.

18. Contract Amendments

18.1 No variation in or modification of the terms of the contract shall be made except by a 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 contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.

21. Delays in the supplier's performance

21.1 Delivery of the goods and performance of services shall be made by the supplier per the time schedule prescribed by the purchaser in the contract.

21.2 If at any time during the performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly

notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may, at his or her 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 the 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 local authority.

21.4 The right is reserved to procure, outside of the contract, small quantities of supplies; or to have minor essential services executed if an emergency arises, or 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, according to GCC Clause 22, unless an extension of time is agreed upon according to GCC Clause 21.2 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 according 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:

(a) If the supplier fails to deliver any or all the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser according to GCC Clause 21.2;

(b) if the supplier fails to fulfil any other obligation(s) under the contract; or

(c) 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 like 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 the 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 restrictive penalty on the supplier by prohibiting such a supplier from doing business with the public sector for a period not exceeding 10 years.

23.4 If a purchaser intends to restrict a supplier or any person associated with the supplier, the supplier will be allowed not more than 14 (fourteen) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated 14 (fourteen) days, the purchaser may regard the intended penalty as not objected to 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 apply 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 5 (five) working days of such an 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, Act 12 of 2004, the court may also rule that such a 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 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 anti-dumping 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 subsidised import, the State is not liable for any amount so required or imposed, or for 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 or she 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 or her.

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, to the extent that, its delay in performance or other failure to perform its obligations under the contract is the result of an event of force majeure.

25.2 If a force majeure situation arises, the supplier shall notify the purchaser promptly, in writing, of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to fulfil its obligations under the contract as far as it is reasonably practical and shall seek all 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 such dispute or difference amicably, by mutual consultation.

27.2 If, after 30 (thirty) 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 their 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 to the supplier.

28. Limitation of Liability

28.1 Except in cases of criminal negligence or willful 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 about the contract that is exchanged by the Parties shall also be written in English.

30. Applicable Law

30.1 The contract shall be interpreted per South African laws, unless otherwise specified in the 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 the 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. Before the award of a bid the Department must have 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 apply 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, Act 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, Act 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 10 (ten) years and/or claim damages from the bidder(s) or contractor(s) concerned.

ADVANCE CONTRACT (SPECIAL CONDITIONS OF CONTRACT)

Any additional terms and conditions will form part of the special conditions of the contract to be agreed and signed upon award of the bid. The contract will have to be signed by the successful bidder before the project commences. A service level agreement must be entered into by the awarded bidder and PIKITUP within 30 days of award, unless otherwise agreed by all parties.

The following advance agreement is a draft agreement that includes the special conditions of the contract, and will be concluded at bid award with the successful bidder/s.

ANNEXURE 12

TEMPLATES OR EXAMPLES OF RETURNABLE DOCUMENTS

ANNEXURE 12.1.

TEMPLATE / EXAMPLE - AUTHORITY TO SIGN BID DOCUMENTATION

The bidder is required to submit a delegation of authority or board resolution to confirm that the person signing the tender documentation is duly authorised to sign such obligations.

The bidder may submit the delegation of authority or board resolution on the bidding organisation's letterhead or may opt to complete one of the following templates that are relevant to the bidding organisation.

(Complete the relevant form of the following options)

1. <u>Sole Proprietor (Single Owner Business) and Natural Person</u>			
1.1 I,, the undersigned, hereby confirm that I am the sole owner of the business trading as			
OR			
1.2 I,, the undersigned, hereby confirm that I am submitting this tender in my capacity as a natural person.			
SIGNATURE		DATE	
PRINT NAME			
WITNESS 1		WITNESS 2	

2. Companies and Close Corporations

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

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

Date Resolution was taken.			
Resolution signed by (name and surname)			
Capacity			
Name and surname of the delegated Authorised Signatory			
Capacity			
Specimen Signature			
Full name and surname of all Director(s) / Member (s)			
1.		2.	
3.		4.	
5.		6.	
7.		8.	
9.		10.	
Is a certified copy of the resolution attached?			YES
			NO
SIGNED ON BEHALF OF COMPANY / CC		DATE	
PRINT NAME			
WITNESS 1		WITNESS 2	

3. Partnership

We, the undersigned partners in the business trading as hereby authorise Mr/Mrs to sign this bid as well as any contract resulting from the bid and any other documents and correspondence in connection with this bid and/or contract for and on behalf of the above-mentioned partnership.

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

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

4. Consortium

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

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

Full name of Consortium Member	Role of Consortium Member	% Participation	Signature
SIGNED ON BEHALF OF CONSORTIUM		DATE	
PRINT NAME			
WITNESS 1		WITNESS 2	

5. JOINT VENTURE

We, the undersigned, are submitting this bid offer in joint venture and hereby authorise Mr / Ms

.....

Authorised signatory of the Company / Close Corporation / Partnership (name)

.....

Acting in the capacity of lead partner, to sign all documents in connection with the bid offer and any contract resulting from it on our behalf.

LEAD PARTNER (Whom the Pikitup shall hold liable for the tender)			
NAME OF FIRM			
ADDRESS			TEL. NO.
SIGNATURE		DESIGNATION	
2nd PARTNER			
NAME OF FIRM			
ADDRESS			TEL. NO.
SIGNATURE		DESIGNATION	
3rd PARTNER			
NAME OF FIRM			
ADDRESS:			TEL. NO.
SIGNATURE		DESIGNATION	
4th PARTNER			
NAME OF FIRM			
ADDRESS:			TEL. NO.
SIGNATURE		DESIGNATION	

NOTE: A copy of the Joint Venture Agreement, indicating the percentage contribution of each partner to the Joint Venture, is to be submitted with the bid.
 A board resolution, authorising each signatory who signed above to do so, is to be submitted with the bid.

ANNEXURE 12.2.

TEMPLATE / EXAMPLE – LANDLORD LETTER CONFIRMING TENANT’S ACCOUNT

Below is a template or example of a landlord letter or landlord property agent confirming that the tenant’s account is in good standing or is not in arrears for more than 90 days.

Landlord or Property Agent Letter

[Landlord’s Name]
[Landlord’s Address]
[City, Province, Code]
[Landlord’s Contact Details]

[Date]

[Tenant’s Name]
[Tenant’s Address]
[City, Province, Code]

RE: CONFIRMATION: TENANT ACCOUNT IN GOOD STANDING

Dear Sir or Madam

I am writing to confirm that the tenant is currently occupying the below rental property address under a tenancy agreement.

I hereby confirm that the tenant’s account is in good standing and/or the account is not in arrears for more than 90 days as of the date of this correspondence.

Landlord Name or Landlord property agent (if applicable)	
Tenant Name	
Rental Property Physical Address	

Please feel free to contact me if you require any further information.

Sincerely,

[Landlord’s Signature]
[Landlord’s Name]

ANNEXURE 12.2

TEMPLATE / EXAMPLE – CLIENT REFERENCE LETTER

Below is a template or example of a client reference letter for goods/services/works provided.

Note: The template must be completed in full by the client/referee and included in the tender submission. Alternatively, the client’s letterhead may be used for this purpose, provided that it contains the key information required and/or complies with the tender requirements. Reference information provided may be verified, and if found to be false or misrepresented, punitive measures may be instituted against the representative party, including blacklisting and/or restriction from participating in any future government tender.

Example of Client Reference Letter

[Client Name]
[Client Address]
[Client Telephone Number]
[Client Email Address]
[Date]

RE: REFERENCE LETTER FROM CLIENT ON PREVIOUS PERFORMANCE

Dear Sir or Madam

I, the undersigned being dully authorised to do so, hereby furnish a written reference for _____ (*bidding company name*) for the below mentioned goods /services/works rendered.

Description of goods/services/works:

Date the goods/services/works provided:

Start date: ____ / ____ / _____

End date: ____ / ____ / _____

Value of the contract: R_____

Was the performance satisfactory? Yes / No (*Circle applicable response*)

Additional comments to support response:

Client / Referee Signature: _____

Client / Referee Name and Surname: _____

Client / Referee Designation: _____

ANNEXURE 13

**ALL COMPULSORY RETURNABLE DOCUMENTS
AND OTHER RETURNABLE DOCUMENTS TO BE
ATTACHED**