

**THE APPOINTMENT OF SERVICE PROVIDER FOR THE PRINTING AND MAILING OF
CONSUMER MONTHLY STATEMENTS FOR A PERIOD OF THREE YEARS**

Tender Reference 21-2022/2023

MOGALAKWENA LOCAL MUNICIPALITY

MOGALAKWENA LOCAL MUNICIPALITY



**PROJECT NAME: THE APPOINTMENT OF SERVICE PROVIDER FOR THE PRINTING AND MAILING
OF MONTHLY CONSUMER STATEMENT FOR A PERIOD OF THREE YEARS**

TENDER NO: 21-2022/2023

**ADVERT DATE: 15 JUNE 2023
AND TIME: 21 JULY 2023**

**CLOSING DATE
12:00 P.M**

NAME OF TENDERER: _____

TENDERED AMOUNT: _____

TENDER SUM IN WORDS: _____

CONTACT PERSON : _____

CELL NUMBER : _____

FAX NUMBER : _____

OFFICE NUMBER : _____

EMAIL ADDRESS : _____ **POSTAL ADDRESS :**

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T1.1.1 TENDER NOTICE

Mogalakwena Local Municipality invites tenders for the project: "APPOITMENT OF SERVICE PROVIDER FOR PRINTING AND MAILING CONSUMER MONTHLY STATEMENTS FOR THE PERIOD OF THREE YEARS".

BID DOCUMENTS CONTAINING THE CONDITIONS OF BIDS AND REQUIREMENTS CAN BE DOWNLOADED ON E-TENDERS PUBLICATION PORTAL AT www.etenders.gov.za for free and also on www.mogalakwena.gov.za

The respective project name with the project number must be clearly marked on the envelope before submission.

Complete tender documents, fully priced, signed and sealed in an envelope must be deposited in the Tender Box at Mogalakwena Municipality, 54 Retief Street, Mokopane, for the above projects.

No late, faxed, telegraphic, emailed and telephonic tenders will be accepted. The council also reserves the right to negotiate further conditions and requirements with the successful tenderer.

N.B Service providers should take note that no Bid/Service will be awarded to a service provider who are not registered and valid on Web Based Central Supplier Database (CSD).

For further technical enquiries please contact Finance, Ground floor room 07, Civic Centre, 54 Retief Street, Mokopane, telephone number **(015) 491 9674 Ms Seleka P**

The Municipality does not bind itself to accept the lowest or any tender or any part thereof, which may result in the acceptance of more than one tender, whichever the case may be.

Yours faithfully,

THE APPOINTMENT OF SERVICE PROVIDER FOR THE PRINTING AND MAILING OF CONSUMER MONTHLY STATEMENTS FOR A PERIOD OF THREE YEARS

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MM MALULEKA MUNICIPAL MANAGER CIVIC CENTRE P O BOX 34 MOKOPANE 0600 NOTICE NO: 78/2023

T1.1.2 INVITATION TO BID (MBD1)

PART A

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE MOGALAKWENA LOCAL MUNICIPALITY

BID NUMBER:		CLOSING DATE:		CLOSING TIME:	
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DESCRIPTION	THE APPOINTMENT OF SERVICE PROVIDER FOR THE PRINTING AND MAILING OF CONSUMER MONTHLY STATEMENTS FOR A PERIOD OF THREE YEARS
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Total Bid Price

THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7) or SERVICE LEVEL AGREEMENT OF MOGALAKWENA LOCAL MUNICIPALITY

BID RESPONSE DOCUMENTS MAY BE DEPOSITED USING THE ADDRESS BELOW:

PO Box 34
Mokopane, 0600

OR

Civic Centre
54 Retief Street
Mokopane 0600

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO

TECHNICAL ENQUIRIES MAY BE DIRECTED TO:

CONTACT PERSON	SUPPLY CHAIN MANAGEMENT	CONTACT PERSON	Ms P Seleka
TELEPHONE NUMBER	015 491 9662/9649	TELEPHONE NUMBER	015 491 9674
FACSIMILE NUMBER		FACSIMILE NUMBER	
E-MAIL ADDRESS	supplychain@mogalakwena.gov.za	E-MAIL ADDRESS	selekap@mogalakwena.gov.za

SUPPLIER INFORMATION

NAME OF BIDDER			
POSTAL ADDRESS			
STREET ADDRESS			
TELEPHONE NUMBER	CODE		NUMBER
CELLPHONE NUMBER			
FACSIMILE NUMBER	CODE		NUMBER
E-MAIL ADDRESS			
VAT REGISTRATION NUMBER			

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SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No

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) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.</p> <p>1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.</p> <p>1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).</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 VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.</p> <p>2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.</p> <p>2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.</p> <p>2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.</p> <p>2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.</p> <p>2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."</p>

NB: FAILURE TO PROVIDE / OR COMPLY WITH ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

SIGNATURE OF BIDDER:

.....

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CAPACITY UNDER WHICH THIS BID IS SIGNED:
(Proof of authority must be submitted e.g. company resolution)

DATE:

**BIDDERS SHOULD ENSURE THAT BIDS ARE DELIVERED TIMEOUSLY TO THE CORRECT
ADDRESS. IF THE BID IS LATE, IT WILL NOT BE ACCEPTED FOR CONSIDERATION.**

**NB: NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE (as
defined in Regulation 1 of the Local Government:**

Municipal Supply Chain Management Regulations)

T1.2 TENDER DATA

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T1.2.1 GENERAL CONDITIONS OF TENDER

1 DEFINITION

The following terms shall be interpreted as indicated:

- 1.1 **"Closing time"** means the date and hour specified in the bidding documents for the receipt of bids
- 1.2 **"Contract"** means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.3 **"Contract price"** means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
- 1.4 **"Corrupt practice"** means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
- 1.5 **"Countervailing duties"** are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- 1.6 **"Country of origin"** means the place where the goods were mined, grown, or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 1.7 **"Day"** means calendar day.
- 1.8 **"Delivery"** means delivery in compliance of the conditions of the contract or order.
- 1.9 **"Delivery ex stock"** means immediate delivery directly from stock on hand.
- 1.10 **"Delivery into consignees store or to his site"** means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the goods are so delivered and a valid receipt is obtained.
- 1.11 **"Dumping"** occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.

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1.12 "**Force majeure**" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

1.13 "**Fraudulent practice**" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.

1.14 "**GCC**" means the General Conditions of Contract.

1.15 "**Goods**" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.

1.16 "**Imported content**" means that portion of the bidding price represented by the cost of component 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 goods 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, component and machinery and includes other related value-adding activities.

1.19 "**Order**" means an official written order issued for the supply of goods or works or the rendering of a service.

1.20 "**Project site**," where applicable, means the place indicated in bidding documents.

1.21 "**Purchaser**" means the organization purchasing the goods.

1.22 "**Republic**" means the Republic of South Africa.

1.23 "**SCC**" means the Special Conditions of Contract.

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1.24 “**Services**” means those functional services ancillaries 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 “**Supplier**” means the successful bidder who is awarded the contract to maintain and administer the required and specified service(s) to the State.

1.26 “**Tort**” means in breach of contract.

1.27 “**Turnkey**” means a procurement process where one service provider assumes total responsibility for all aspects of the project and delivers the full product / service required by the contract.

1.28 “**Written**” or “in writing” means hand-written in ink or any form of electronic or mechanical writing.

2. Application

2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services (excluding professional services related to the building and construction industry), 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 goods, services or works.

2.3 Where such special conditions of contract conflict with these general conditions, the special conditions shall apply.

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3. General

3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.

3.2 Invitations to bid are usually published in locally distributed news media and on the municipality/municipal entity website.

4. Standards

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

5. Use of contract documents and information inspection

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

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

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

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

6. Patent Rights

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

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6.2 When a supplier developed documentation / projects for the municipality / municipal entity, the intellectual, copy and patent rights or ownership of such documents or projects will vest in the municipality / municipal entity.

7. Performance security

7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder furnishes to the purchaser the performance security of the amount specified in SCC.

7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.

7.3 The performance security shall be denominated in the currency of the contract or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms: (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or (b) a cashier's or certified cheque.

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

8. Inspections, tests and analyses

8.1. All pre-bidding testing will be for the account of the bidder.

8.2. If it is a bid condition that goods to be produced or services to be rendered should at any stage be subject to inspections, tests and analyses, the bidder or contractor's premises shall be open, 20 at all reasonable hours, for inspection by a representative of the purchaser or organization acting on behalf of the purchaser.

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

8.4. If the inspections, tests, and analyses referred to in clauses 8.2and 8.3 show the goods to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.

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8.5. Where the goods or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such goods or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.

8.6. Goods and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.

8.7 Any contract goods may on or after delivery be inspected, tested, or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected goods shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with goods, which do comply with the requirements of the contract. Failing such removal, the rejected goods shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute goods forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected goods, purchase such goods as may be necessary at the expense of the supplier.

8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 22 of GCC.

9. Packing

9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

10.1 Delivery of the goods and arrangements for shipping and clearance obligations shall be made by the supplier in accordance with the terms specified in the contract.

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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.

12. Transportation

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

13. Incidental Services

13.1 The supplier may be required to provide any or all of the following services, including additional services, if any: (a) Performance or supervision of on-site assembly and/or commissioning of the supplied goods; (b) Furnishing of tools required for 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 of time 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, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier: (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and; (b) in the event of termination of production of the spare parts: (i) advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

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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 destination.

15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise. 22

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

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

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. Payment

16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified.

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

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

16.4 Payment will be made in Rand unless otherwise stipulated.

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17. Prices

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

18. Variation orders

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

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 performance

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

21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

21.3 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the

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goods are required, or the supplier's services are not readily available. 21.4 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 22.2 without the application of penalties.

21.5 Upon any delay beyond the delivery period in the case of a goods contract, the purchaser shall, without cancelling the contract, be entitled to purchase goods 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, sum calculated on the delivered price of the delayed goods or unperformed interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.

23. Termination for default

23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part: (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2; (b) If the supplier fails to perform 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 service similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.

23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.

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23.4 If a purchaser intends imposing a restriction on a supplier or any person associate period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. 24 Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the supplier as having no objection and proceed with the restriction.

23.5. Any restriction imposed on any person by the purchaser will, at the discretion of the purchaser, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first- mentioned person, and with which enterprise or person the first mentioned person, is or was in the opinion of the purchaser actively associated. 23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information: (i) The name and address of the supplier and / or person restricted by the purchaser; (ii) The date of commencement of the restriction (iii) The period of restriction; and (iv) The reasons for the restriction. These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.

23.7. If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

24. Antidumping 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 subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such antidumping 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 supplier to the purchaser or the purchaser may deduct such amounts from moneys (if any) which may otherwise be due to the supplier in regard to goods or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.

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25. Force Majeure

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

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

26. Termination for insolvency

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

27. Settlement of Disputes

27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.

27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.

27.4 Notwithstanding any reference to mediation and/or court proceedings herein, (a) The parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and (b) The purchaser shall pay the supplier any monies due the supplier for goods delivered and / or services rendered according to the prescripts of the contract.

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28. Limitation of Liability

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

29. Governing language

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

30. Applicable law

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

31. Notices

31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice.

31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice. 32. Taxes and duties 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and Other such levies imposed outside the purchaser's country.

32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.

32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid SARS must have certified that the tax matters of the preferred bidder are in order.

32.4 No contract shall be concluded with any bidder whose municipal rates and taxes and municipal services charges are in arrears.

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33. Transfer of contracts

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

34. Amendment of contracts

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

35. Prohibition of restrictive practices

35.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder(s) is / are or a contractor(s) was / were involved in collusive bidding.

35.2 If a bidder(s) or contractor(s) based on reasonable grounds or evidence obtained by the Purchaser has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in section 59 of the Competition Act No 89 Of 1998. 35.3 If a bidder(s) or contractor(s) has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.

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T1.2.2 GENERAL PROCEDURES

1. General Directives

1.1. The following general procedures contained in this document have been laid down by the Council and are applicable to all bids, orders, and contracts, unless otherwise approved by the Council prior to the invitation of the bids.

1.2 Where applicable, special conditions or procedures are also laid down by the Council to cover specific supplies or services.

1.3 Where such special conditions or procedures conflict with the general conditions and procedures, the special conditions or procedures shall apply.

1.4 The bidder shall satisfy himself/herself with the conditions and circumstances of the bid. By bidding, the bidder shall deem to have satisfied himself/herself as to all the conditions and circumstances of the bid.

1.5 Formal contract are concluded with the contractors only where this requirement is stated in the bid invitation.

1.6 All bids with regard to the bidding of a service e.g., materials, cleaning services; professional services, etc. shall be subject to the negotiation of a Service Level agreement between the successful contractor and the Municipality. The acceptance of this Service Level Agreement is subject to the approval by the Council of the Municipality.

1.7 The written acceptance of bid shall be posted to the bidder or contractor concerned by registered or certified mail.

2. Issuing of bid documents

On the date that the advertisement appears in the Municipality's Tender Bulletin, and or media, prospective bidders may request copies of the tender documentation. The Supply Chain Management Unit will keep a register and potential bidders should sign for receipt of the bid documentation. If a fee is payable, an official receipt must be issued before the bid document is handed to the bidder. No bid responses from any bidder should be accepted if sent via the Internet, e-mail, or fax.

Only the Supply Chain Management Unit will have direct communication between the potential bidders and will facilitate all communication between potential bidders and the Municipality regarding any advertised bid.

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No line function staff should be allowed to communicate with potential bidders without the approval by the Manager:

Supply Chain Management Unit.

The Supply Chain Management Unit will only consider request for the extension of the closing dates of advertised bid if the postponed date can be advertised in the media used to advertise before the original closing date. The closing time may be postponed only if all potential bidders can be advised of the postponed time, in writing, before the original closing time.

The decision to extend the closing date or time rests with the Manager: Supply Chain Management Unit, who must ensure compliance with all relevant rules and regulations and must confirm prior to the action being taken.

3. Payment of bid documents

Bids documents containing the Conditions of Bid and other requirements in terms of the Supply Chain Management Policy will be downloaded from e-tender Publication Portal at www.etenders.gov.za at no fee.

4. Public Invitation for competitive bids

The following are procedures for the invitation of competitive bids:

4.1 Invitation to prospective providers to submit bids must be by means of a public advertisement in national treasury e-tenders publication portal www.etenders.gov.za, the website of the municipality or any other appropriate ways (which may include an advertisement in the Government Tender Bulletin or newspapers) and

5. Public advertisement must contain the following:

The closure date for the submission of bids, which may not be less than 30 days in the case of transactions over R10 million (Vat included), or which are of a long-term nature, or 14 days in any other case, from the date on which the advertisement is placed in a newspaper; subject to (iii) below; and

6. Accounting officer may determine a closure date for the submission of bids which is less than the 30- or 14-days requirement, but only if such shorter period can be justified on the grounds of urgency or emergency or any exceptional case where it is impractical or impossible to follow the official procurement process.

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7. Bids submitted must be sealed.

8. The following information must appear in any advertisement:

- Bid number.
- Description of the requirements;
- The place where the bid documents can be obtained.
- Closing date and time;
- The fee applicable that must be paid before the bid documents will be issued;
- The name and telephone numbers of the contact person for any enquiry

9. Handling of bids submitted in response to public invitation

9.1. Closing of bids

All bids will close at 12H00 on the 21 of JULY 2023 as stipulated on the advertisement, which must be reflected in the bid document. Bids are late if they are received at the address indicated in the tender documents after the closing date and time. A late bid should not be admitted for consideration and where practical should be returned unopened to the bidder accompanied by explanation.

9.2. Opening of bids

Bids are opened in public as soon as possible after the closure in the presence of the Manager: Supply Chain Management or his/her delegate. The official opening the bids should in each case read out the name of the bidder and the amount of the bid. The bid should be stamped with the official stamp of the Municipality and endorsed with the signatures of the person opening it and of the person in whose presence it was opened. Bids should be recorded in a register kept for that purpose.

9.3. Validity Period of the bids

The validity periods should not exceed 90 (ninety) days and is calculated from the date of bid closure endorsed on the front cover of the bid document. Should the validity period expire on a Saturday, Sunday or Public holiday, the bid must remain valid and open for acceptance until the closure on the following working date.

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9.4. Consideration of bids

- The Council takes all bids duly admitted into consideration.
- The Council reserves the right to accept the lowest or any bid received.
- The decision by the Municipality regarding the awarding of a contract must be final and binding

9.5.

Evaluation of bids

The following are criteria against which all bids responses will be evaluated:

10 Compliance with bid conditions;

- Bid submitted on time,
- Bid forms signed and each page initialled
- All essential information provided
- Submission of a Joint Venture Agreement, which has been properly signed by all parties
- Payment of Municipal Fees

11. Meeting technical specifications and comply with bid conditions;

12. Financial ability to execute the contract; and

- (i) The number of points scored for achieving Government's Broad-Based Black Economic Empowerment objectives and points scored for price.
- (ii) Only bidders who are registered in the relevant professional body will be considered. This requirement will remain in force as long as it is a requirement of that specific professional body. (iii) The Joint Ventures, all companies, which are part of the joint venture, must be registered with the professional body. The company that meets the requirement of professional body will be considered.

13. Evaluation of bids on functionality and price

13.1 All bids received will be evaluated on functionality and price.

14. The conditions of bid may stipulate that a bidder must score a specified minimum number of points for functionality to qualify for further evaluation.

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14.1. The number of points scored for achieving Government's Broad-Based Black Economic Empowerment objectives must be calculated separately and must be added to the points scored for price.

14.2. Only bid with the highest number of points will be selected.

15. Acceptance of bids

Successful bidders must be notified at least by registered post of the acceptance of their bids, but that acceptance, however, will only take effect after completion of the prescribed contract form. The successful service provider will be required to sign the service level agreement.

Unsuccessful bids should not be returned to bidders but should be placed on record for audit purposes. A register or records should be kept of all bids accepted.

16. Publication of bids results

The particulars of the successful bidders should be published in the Municipality's Tender Bulletin, website as well as the newspaper on which the bid was advertised.

17. Cancellation and re-invitation of bids

17.1. In the event that in the application of the 80/20 preference point system as stipulated in the bid documents, all bids received exceed the estimated Rand Value of R50 000 000.00, the bid invitation must be cancelled. If one or more of the acceptable bids(s) received are within the R50 000 000.00 threshold, all bids received must be evaluated on the 80/20 preference point system.

17.2. In the event that, in the application of the 90/10 preference point system as stipulated in the bid documents, all bids received are equal to or below R50 000 000.00, the bid must be cancelled. If one or more of the acceptable bids(s) received are above the R50 million thresholds, all bids received must be evaluated on the 90/10 preference point system.

If a bid was cancelled as indicated above, the correct preference point system must be stipulated in the bid documents of the re-invited bid.

Municipal Manager may, prior to the award of a bid, cancel the bid if: Due to changed circumstances, there is no longer a need for the services, works or goods requested. Municipal Manager must ensure that only goods, services or works that are required to fulfil the needs of the institution are procured. OR

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Funds are no longer available to cover the total envisaged expenditure. Municipal Manager must ensure that the budgetary provisions exist prior to inviting bids: or

No acceptable bids are received (If all bids received are rejected, the institution must review the reasons justifying the rejection and consider revising the specific conditions of contract, design and specifications, scope of the contract, or a combination of these, before inviting new bids).

18. Sale and Letting of Asset

The Preferential Procurement Regulations, 2022 is not applicable to the sale and letting of assets in instances where assets are sold or leased by means of a bidding process, the bid must be awarded to the bid with the highest price.

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BID SPECIFICATIONS

Mogalakwena Municipality requires:

1. A comprehensive solution for the printing; mailing and SMS, of cost-effective municipal accounts; and information letters for period of three years;
2. The printing and mailing of a monthly average of 51 700 accounts, and enclosed double-sided newsletters;
3. The accounts must be mailed within four days of receipt of the billing files from the municipality;
4. The accounts should be e-mailed to all customers with e-mail addresses;
5. Printing and mailing of Municipal accounts; SMS and information letters for a period of three years;
6. The total amount of accounts will vary as and when the municipality deem it necessary;
7. The billing file must be transmitted in a Secure File Transfer Protocol (SFTP), format of which must be in accordance of the PoPi Act; and
8. Secure website link where consumers can register to view & download their consumer account **DETAILS**

OF TENDER

1. Specifications of the monthly statements:

Paper A4 80 gsm bond Litho printing Full colour printing on both sides of the page (duplex printing).

Laser printing Personalised laser printing on one side of the page (simplex printing)

Mail processing Fold, perforate and seal each A4 statement to create its own mailer (no envelope is necessary).

Sort for maximum postage rebates and deliver to the SA Post Office or Municipal office as directed.

Newsletter: Paper A4 80 gsm bond Litho printing Full colour printing on both sides of the page Mail processing Fold and insert into statement.

Secure website link where consumers can register to view & download their consumer account. The website must support all mobile operating system.

Additional requirements:

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Computer processing

Ability to interpret Councils billing data

Ability to sort data in respect of accounts to be mailed or to be returned to the municipality.

PAMSS (Postal Address Management Service Supplier) grading certification.

Sorting data for maximum postage rebates.

Isolate accounts with rand values below R10.00 and or as directed from time to time.

Turnaround time:

48-hour turnaround time from sign-off of samples and 24hour to submit sample to the municipality for signoff.

Stationary Management:

Keep sufficient stock of pre-printed stationery with the ability to Management: make artwork changes at short notice.

a. The bidder must categorically confirm in allocated spaces, whether they comply with the requirements hereunder or not by stating “Yes” or “No”

b. The solution must ensure that sufficient control measures are in place to:

A	Reduce human intervention in the generation, printing and distributing of statements	
B	Ensure that quality processes are in place to prevent mistakes from impacting on clients and the Confidentiality of information.	
C	Ensure data integrity of supplied client account details.	

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D	Issue Tax Compliant Account statement, Attach samples.	
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c. The solution must enhance the Municipality's customer process through:

E	Flexible generation, storage, retrieval, e-mail, website and printing of statements;	
F	Flexible generation, storage, retrieval, e-mail and printing of statements;	
G	Utilization of Mogalakwena Municipality's customized stationery which provides a logical layout of client account information;	
H	Optimal utilization of Mogalakwena Municipality's customized stationery, i.e. print more information per page than current solution;	
I	Flexible enough to combine additional information with the current statements should the need arises regular as possible for the duration of the contract, as well as the inclusion of pre-printed inserts as well as personalized communications;	
J	Correlation of various documents; combination.	

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K	Prompt change of form overlays and layouts; and	
L	High quality of printing.	
M	The template must conform to the legislation.	

- d. **The system must have compatibility to process data in any formats including the following:**

CSV	
XML	
Tab Delimited	
Pipe Delimited	
Comma Delimited	

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EBCIDIC	
Flat text files	
DBF	
MDB	
ASCII	
PDF	
ULD	
Other :	

e. File exchange between the municipality and the bidder:

A	The vendor must have the ability to accept or send data files electronically. SFTP is the preferred method of sending data due to the additional security inherent in the protocol.	
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B	All printed documents must be done on high quality laser.	
C	The solution must be able to convert the current statements into electronically distributable. Documents i.e., e-mail, fax, sms or web.	
D	Account must be FTP to the municipality monthly and disk must be sent to the municipality every Three Month with all statements on readable PDF.	

- f. The successful bidder should be able to e-mail bulk statements on a monthly basis, also within four days after information is received from the Municipality.

2. EQUIPMENT

The Service Provider will supply his own equipment. Under no circumstances will any of the Municipal equipment be made available to the Service Provider.

3. SPECIFICATIONS AND GENERAL CONTRACT CONDITIONS

The work will be done according to the Mogalakwena Municipality specifications and General Contract Conditions as determined by the Manager: Revenue services.

SPECIFICATIONS OF TENDER –Tender Reference

PRINTING, MAILING AND SMS OF MONTHLY STATEMENTS AND NEWSLETTERS.

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1. The Bidder undertakes, from a date as stipulated by the Municipality, to:
 - 1.1 Furnish regularly, daily and punctually a written report to the Manager: Revenue about the:
 - 1.2 Delivery of statements, and undelivered statements and will liaise with the Post Office to ensure that all statements with correct addresses be delivered, and to inform the municipality where address changes should be done by the Municipality; and
 - 1.3 Provide the Municipality with a monthly report on the delivery of all electronic statements, (statements e-mailed and sms)
 - 1.4 A contract will be entered into with the successful Bidder and after the signing thereof it will come into effect, from a date as specified in the contract and will then be in force for an uninterrupted period of 3 years.
2. Nothing will prevent or prohibit the Municipality to perform any of the duties in this contract which were undertaken by the Bidder if there will be no reduction in the remuneration of the Bidder except where the Bidder is in default or resulting from non-performance or bidders' incapacity.
3. The contract as referred to in paragraph 2 is only applicable to the Bidder who shall not transfer, assign, surrender or otherwise dispose of any of the obligations or rights included in this contract in any way without the express written consent obtained beforehand from the Municipality.
4. The Bidder shall indemnify the Municipality and its employees against and in respect of any or all actions, causes of actions, law suits, claims or demands of any nature whatsoever and instituted by whomsoever for as a result of a direct or indirect consequence of the performance of the functions, of the contract by the Bidder or the Bidder's employees or the presence or entrance on or to any premises by the Bidder or the Bidder's employees or assignees.
5. The Bidder shall indemnify the Municipality against any loss or damages that the Municipality may sustain because of the Bidder or its employees or assignees' negligence or wilful omission to execute their obligations in terms of the contract properly.
6. The Bidder shall furnish the Municipality's Chief Financial Officer annually on premiums in respect of the policy that have been paid up to date.
7. (a) Notwithstanding the stipulations of paragraph 3 the contract may be terminated with one month's written notice to the Bidder if the Bidder or his employees or assignees neglects or defaults to comply with or

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execute any substantial term or condition of the contract or if the Municipality receives repeatedly reasonable and valid complaints in connections with the execution of the duties mentioned in the contract by the Bidder or his employees or assignees. Over and above the power of the Municipality to terminate the contract the Municipality will be entitled to have the work that was not executed by the Bidder, done and to recover the cost from the Bidder.

(b) The Bidder may terminate the contract with one month's written notice if the Municipality, or the Municipality employees, refuses, neglects or fails to comply with the Municipality obligations in terms of the contract or if the Municipality, or the Municipality employees, violates any substantial term or condition of the contract – provided that the Bidder may not terminate the contract unless he has given the Municipality at least 14 days written notice to rectify the default. Any required notice shall be written and be served personally or by post and any notice by post shall be deemed received three days after the posting thereof and for proof thereof it will be sufficient to show that the envelope, that contains the notice, was properly addressed and forwarded by registered post.

8. The Municipality undertakes to pay the monthly remuneration to which the Bidder is entitled within 30 days of the receipt of the correct supported invoice.

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PRICING SCHEDULE – FIRM PRICES

Name of bidder:.....Bid number:.....

Closing Time:.....Closing date:.....

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

SCHEDULE OF PRICES (Per 1000 or part)

1. TENDER PRICE – PRINTING AND FOLDING OF STATEMENTS: R.....

2. E-MAIL PER STATEMENT R.....

3. SMS R.....

4. HOSTING FEE PER MONTH R..... 5. VIEW LINK ON WEBSITE – PER VIEW
R.....

6. Newsletter Double sided R

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Sub- Total R

VAT R

Total Amount R

TOTAL PER MONTH VAT INCLUDED

Note: Price escalation shall be in accordance with CPI for the second and third year anniversary

MBD 6.1

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

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

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

1. GENERAL CONDITIONS

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

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

1.2 To be completed by the organ of state

(delete whichever is not applicable for this tender).

- a) The applicable preference point system for this tender is the 90/10 preference point system.
- b) The applicable preference point system for this tender is the 80/20 preference point system.
- c) Either the 90/10 or 80/20 preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

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

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

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
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 of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. DEFINITIONS

- (a) “**tender**” means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) “**price**” means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) “**rand value**” means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) “**tender for income-generating contracts**” means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) “**the Act**” means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

80/20

or

90/10

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$$Ps = 80 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right) \text{ or } Ps = 90 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

3.2. FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT

3.2.1. POINTS AWARDED FOR PRICE

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

80/20

or

90/10

$$Ps = 80 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right) \text{ or } Ps = 90 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration Pmax

= Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

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

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(b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system, then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.

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

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system)	Number of points allocated (80/20 system)	Number of points claimed (90/10 system)	Number of points claimed (80/20 system)
	(To be completed by the organ of state)	(To be completed by the organ of state)	(To be completed by the tenderer)	(To be completed by the tenderer)
Enterprises located in the district municipal area		20		

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

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

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☐ State Owned Company
[TICK APPLICABLE BOX]

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

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

.....
SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME:

DATE:

ADDRESS:

.....

.....

.....

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RESPONSIVENESS CRITERIA AND EVALUATION OF BIDS

1. RESPONSIVENESS CRITERIA

The Mogalakwena Municipality will consider Bids (tender offers) if it meets the following responsiveness criteria:

- The bid must be properly received in a sealed envelope clearly indicating the description of the service and the bid number for which the bid is submitted.
- The bid must be deposited in the relevant bid box as indicated on the tender notice and invitation to tender on or before the closing date and time of the bid.
- **Bid forms must be completed in full and each page of the bid initialled.** The whole set of documents, together with any other relevant documentation, must be submitted on the closing date.
- Submission of all Tender Returnable
- Completed all Tender Returnable Schedules and submission of all documentation called for by these schedules
- Completed preference forms as per tender returnable schedules, if applicable.
- Where required by the Pricing Data, the applicable Schedule of Activity / Bill of Quantities **must** be included with the tender submission on or before the closing date of this tender. The Schedule of Activity / Bill of Quantities must be completed by hand in black ink.
- Compliance with other requirements of the bid and technical specifications.

EVALUATION OF BIDS

- All bids received shall be evaluated in terms of the Supply Chain Management Regulations, Mogalakwena Municipality Supply Chain Management Policy, the Preferential Procurement Policy Framework Act, and other applicable legislation. The 80/20 points system will apply.
- Bids received will be evaluated for functionality in terms of the criteria specified in the Tender Data. Only bids that score higher than the minimum score for quality/functionality, as indicated in the Tender Data, will be included in the full tender evaluation process.
- The Council reserves the right to accept all, some, or none of the bids submitted – either wholly or in part – and it is not obliged to accept the lowest bid.

By submitting this bid, bidders authorise the municipality or its delegate(s) to carry out any investigation deemed necessary to verify the correctness of the statements and documents submitted and that such documents reasonably reflect the ability of the Bidder to provide the goods and services required by the Council.

ADMINISTRATION REQUIREMENTS

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- THE VALID ORIGINAL TAX CLEARANCE CERTIFICATE OR COPY/IES THEREOF, MUST BE SUBMITTED WITH THE BID DOCUMENT
- COPIES OF MUNICIPAL ACCOUNTS NOT OLDER THAN THREE (03) MONTHS MUST BE SUBMITTED WITH THE BID DOCUMENT
- BBBEE CERTIFICATE/ ORIGINAL CERTIFIED AFFIDAVIT
- CERTIFIED COPIES OF ID's OF ALL DIRECTORS
- CSD REPORT
- PROOF OF COMPANY REGISTRATION (CK)

PREQUALIFICATION- SPECIFIC GOALS

This is a pre-qualification tender to advance certain designated groups in terms of National Treasury's Preferential Procurement Regulation 2022

Historically Disadvantaged Individuals - HDI	80/20 Preferential Point System	90/10 Preferential Point System	Means of Verification
	20	10	
Race – people who are Black, Colored or Indian	6	3	CSD report and Certified Copy of Identification Documentation
Local Economic Development	4	2	Company head office residence within the Jurisdiction as per CSD and proof of residence
Gender - Women	3	1	CSD report and Certified Copy of Identification Documentation
Youth	4	2	CSD report and Certified Copy of Identification Documentation
Disability	3	2	Certified copy of Doctor's Certificate with medical practice number

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EVALUATION ON QUALITY/FUNCTIONALITY = 100

Bidder evaluation criteria for Functionality	Weight	Scores	Points allocations
Project Implementation Plan (attach plan)	20	<p>Detailed methodology to be used in the project Bidders project with reference to proper works program, human resources schedule/allocation are tailored to meet contract expectation.</p> <ul style="list-style-type: none"> Bidder provides a very good and technically sound project implementation and Methodology approach that meet project objective Bidder provides a good and technically sound project implementation and Methodology approach that meet project 	<p>20</p> <p>15</p>
		<p>objective</p> <ul style="list-style-type: none"> Bidder provides a satisfactory project implementation and Methodology approach that is generic and not tailored to address the specific project objectives Bidder provides a poor project implementation and Methodology approach that is unlikely to satisfy project objectives or requirements. 	<p>10</p> <p>05</p>

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Previous experience of a company (attach signed reference letter that include the contract/bid number and the value of the project. The letter must be on the letterhead of the company with contactable reference Experience should be relating to Printing, SMS, Mailing	60	<ul style="list-style-type: none"> The bidder has the necessary similar experience to successfully execute the project (7 projects +) The bidder has the necessary similar experience to successfully execute the project (5-6 projects) The bidder has the necessary similar experience to successfully execute the project (3-4 projects) There some doubt about whether bidder has the necessary experience to successfully execute the project(1- 2 projects) 	60 40 30 20
Financial standing / Ability to execute the project • Bidder's stamped bank(financial) rating	20	Rating <ul style="list-style-type: none"> A –C D E F-H 	20 15 10 0
TOTAL	100		

The bidder must obtain a minimum score of 70% of points allocated for quality (functionality) to qualify for further evaluation

PRICE AND PREFERENCE

- a) The projects below 50 million and the preferential points of 80/20 will be applicable as per PPPFA OF 2000, PPR, 2022
- b) 80/20 preference point system for acquisition of goods or services for Rand value equal to or above R30 000 and up to R50 million

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LIST OF RETURNABLE DOCUMENTS

The following documents are to be completed and returned as they constitute the tender. Whilst many of the returnable documents are required for the purpose of evaluating the tenders, some will form part of the subsequent contract, as they form the basis of the tender offer.

For this reason, it is very important that Tenderers complete all relevant schedules and return all information requested. Failure to provide the completed documentation will lead to disqualification of the tenderer's bid.

(Bidders may use the right-most column of the tables below to confirm that documents have been completed and returned by inserting a tick)

Returnable Schedules Required for Tender Evaluation Purposes (Included hereafter for completion)

	MBD 1: Invitation to bid (See Section T1.1)	
1	MBD 2: Tax clearance certificate requirements	
2	MBD 3.1 – 3.3: Pricing schedule (whichever is applicable)	
3	MBD 4: Declaration of interest	
4	MBD 5: Declaration for procurement above R10 million (VAT included)	
5	MBD 6.1: Preference points claim form in terms the Preferential Procurement Regulations 2022	
6	MBD 7.1 – 7.3: Contract form (whichever is applicable)	
7	MBD 8: Declaration of bidder's past supply chain management	
8	MBD 9: Certificate of independent bid determination	
9	Certificate of Attendance at Clarification Meeting	
10	Authority of Signatory	
11	Compulsory Enterprise Questionnaire	
12	Proposed Amendments and Qualifications	
	Evaluation Schedules	
13	Project Implementation Plan	
14	Tenderer's Previous Experience	
15	Bank Rating	

Name of bidder (Company name or Owner's name)

Date confirmed: _____

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Other Documents Required for Tender Evaluation Purposes (Append to applicable schedule in submission document)

16	Proof of Authority of Signature	
17	Company's proof of payment of municipal rates and taxes	
18	Certified copies of company registration certificate (c.c. certificate) with shareholding	
19	Complete list of directors indicating shareholding, race, gender and locality. Any disability claims must be accompanied by a medical certificate.	
20	Certificate of Registration / Letter of Good Standing for Compensation for Occupational Injury and Disease (COID Certificate) issued by the Compensation Commissioner or relevant Insurance Company.	

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T2.1 RETURNABLE SCHEDULES REQUIRED FOR TENDER EVALUATION PURPOSES

T2.1.1 TAX CLEARANCE REQUIREMENTS (MBD 2)

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

1. In order to meet this requirement bidders are required to complete in full the form TCC 001 "Application for a Tax Clearance Certificate" and submit it to any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign bidders / individuals who wish to submit bids.
2. SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of twelve (12) months from date of approval.
3. The original Tax Clearance Certificate must be submitted together with the bid. Failure to submit the original and valid Tax Clearance Certificate will result in the invalidation of the bid. Certified copies of the Tax Clearance Certificate will not be acceptable.
4. In bids where Consortia / Joint Ventures / Sub-contractors are involved each party must submit a separate Tax Clearance Certificate.
5. Copies of the "Application for Tax Clearance Certificate" (TCC 001) are available at any SARS Office nationally or the website www.sars.gov.za.
6. Applications for the Tax Clearance Certificates may also be made via eFiling. To use this provision, taxpayers will need to register with SARS as eFilers through the website www.sars.gov.za.

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WITNESSES

1.

2.

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

DATE:

ADDRESS:

.....
.....

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TENDER REFERENCE NUMBER:

**T2.1.2 PRICING SCHEDULE – FIRM PRICES
(PURCHASES) (MBD 3.1)**

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

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

Name of Bidder:.....

Bid Number:

Closing Time:.....

Closing Date:.....

Offer to be valid 90 days from the closing date of bid.

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

- Required by:

- At:

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

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

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

* Delete if not applicable

.....
Signature

.....
Date

.....
Capacity/Position

.....
Name of Bidder

T2.1.3 DECLARATION OF INTEREST (MBD 4)

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,

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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. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

3.1. Full Name of bidder or his or her representative: 3.2.

Identity Number: 3.3.

Position occupied in the Company (director, trustee, shareholder²): 3.4.

Company Registration Number:

3.5. Tax Reference Number:

3.6. VAT Registration Number:

3.7. CSD Registration number: (Proof to be submitted)

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

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

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

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

3.9. Are you presently in the service of the state?

YES / NO

3.9.1. If yes, furnish particulars.

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.....
3.10. Have you been in the service of the state for the past twelve months? **YES / NO**

3.10.1. If yes, furnish particulars.

.....

.....

3.11. Do you have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid? **YES / NO**

3.11.1. If yes, furnish particulars.

.....

.....

3.12. 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?

YES / NO

3.12.1. If yes, furnish particulars.

.....

.....

3.13. Are any of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state? **YES / NO**

3.13.1. If yes, furnish particulars.

.....

.....

3.14. Are any spouse, child or parent of the company's director's trustees, managers, principle shareholders or stakeholders in service of the state? **YES / NO**

3.14.1. If yes, furnish particulars.

.....

.....

3.15. Do you or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract **YES / NO**

3.15.1. If yes, furnish particulars.

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.....

.....

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

Full Name	Identity Number	State Employee Number

.....
Signature

.....
Date

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.....
Capacity/Position

.....
Name of Bidder

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T2.1.4 DECLARATION FOR PROCUREMENT ABOVE R10 MILLION (ALL APPLICABLE TAXES INCLUDED) (MBD 5)

For all procurement expected to exceed R10 million (all applicable taxes included), bidders must complete the following questionnaire:

1. Are you by law required to prepare annual financial statements for auditing? **YES / NO**
 - 1.1. If yes, submit audited annual financial statements for the past three years or since the date of establishment if established during the past three years.
.....
.....
2. Do you have any outstanding undisputed commitments for municipal services towards any municipality for more than three months or any other service provider in respect of which payment is overdue for more than 30 days? **YES / NO**
 - 2.1. If no, this serves to certify that the bidder has no undisputed commitments for municipal services towards any municipality for more than three months or other service provider in respect of which payment is overdue for more than 30 days.
 - 2.2. If yes, provide particulars
.....
.....
.....
.....
3. Has any contract been awarded to you by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract? **YES / NO**
 - 3.1. If yes, provide particulars
.....
.....
.....
.....
4. Will any portion of goods or services be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality / municipal entity is expected to be transferred out of the Republic?

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4.1. If yes, provide particulars

.....

.....

.....

.....

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME)

CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS CORRECT.

I ACCEPT THAT THE STATE MAY ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Capacity/Position

.....
Name of Bidder

T2.1.5 CONTRACT FORM - PURCHASE OF GOODS/WORKS (MBD 7.1)

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/s remain binding upon me and open for acceptance by the purchaser during the validity period indicated and calculated from the closing time of bid.

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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;
- Tender Data
- Tender Returnables
- Contract Data including Special Conditions of Contract;
- Pricing Data;
- Technical Specification(s);

(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

.....

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WITNESSES

1.

2.

T2.1.6 DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES (MBD 8)

1. This Municipal Bidding Document must form part of all bids invited.
2. It serves as a declaration to be used by municipalities and municipal entities in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
3. The bid of any bidder may be rejected if that bidder, or any of its directors have:
 - 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 for fraud or corruption during the past five years;
 - c) wilfully 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. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

Item	Question	Yes	No
4.1.	<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?</p> <p>(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 audi alteram partem rule was applied).</p> <p><i>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.</i></p>	<input type="checkbox"/>	<input type="checkbox"/>

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4.1.1.	If so, furnish particulars:		
--------	-----------------------------	--	--

Item	Question	Yes	No
4.2.	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? <i>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.</i>	<input type="checkbox"/>	<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?	<input type="checkbox"/>	<input type="checkbox"/>
4.3.1.	If so, furnish particulars:		
4.4.	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	<input type="checkbox"/>	<input type="checkbox"/>
4.4.1.	If so, furnish particulars:		

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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?	<input type="checkbox"/>	<input type="checkbox"/>
4.5.1.	If so, furnish particulars:		

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME)

CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS 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

.....

Capacity/Position

.....

Name of Bidder

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TENDER REFERENCE NUMBER:

T2.1.7 CERTIFICATE OF INDEPENDENT BID DETERMINATION (MBD 9)

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. take all reasonable steps to prevent such abuse;
 - b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
 - c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
4. This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
5. In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

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.

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

.....
(Bid Number and Description)

in response to the invitation for the bid made by:

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(Name of 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 that:
(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium¹ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (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.

¹ Joint Venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

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8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

.....
Signature

.....
Date

.....
Capacity/Position

.....
Name of Bidder

T2.1.8 CERTIFICATE OF ATTENDANCE AT CLARIFICATION MEETING
--

This is to certify that

..... (Tenderer)

of (address)

.....

was represented by the person(s) named below at the compulsory meeting held for all tenderers at

..... (location) on (date), starting at

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We acknowledge that the purpose of the meeting was to acquaint ourselves with the site of the works and / or matters incidental to doing the work specified in the tender documents in order for us to take account of everything necessary when compiling our rates and prices included in the tender.

Particulars of the person(s) who attended the meeting and who signed the attendance register:

Name Signature

Capacity

Name Signature

Capacity

Attendance of the above persons at the meeting is confirmed by the Employer's representative, namely:

Name Signature

Capacity Date

T2.1.9 AUTHORITY OF SIGNATORY

Indicate the status of the Tenderer by ticking the appropriate box hereunder. The Tenderer must complete the certificate set out below for the relevant category.

A Company	B Partnership	C Joint Venture	D Sole Proprietor	E Close Corporation

A. Certificate for Company

I,, chairperson of the board of directors of
....., hereby confirm that by resolution of the board (**copy attached**) taken on 20..., Mr/Ms ..
acting in the capacity of, was authorized to sign all documents in connection with this tender for contract and any contract resulting from it on behalf of the company.

As witnesses :

1

Chairman :

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<p>.....</p> <p>2</p> <p>.....</p>	<p>Date :</p> <p>.....</p>
<p><u>Tenderers must attach a certified copy of the Resolution of the Board</u></p>	

B. Certificate for Partnership			
<p>We, the undersigned, being the key partners in the business trading as</p> <p>..... hereby authorize Mr/Ms .. ,</p> <p>acting in the capacity of to sign all documents in connection with the</p> <p>tender for Contract and any contract resulting from it on our behalf.</p>			
NAME	ADDRESS	SIGNATURE	DATE
<p>NOTE: This certificate is to be completed and signed by all of the key partners upon whom rests the direction of the affairs of the Partnership as a whole.</p>			

C. Certificate for Joint Venture

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We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorize Mr/Ms, authorized signatory of the company, acting in the capacity of lead partner, to sign all documents in connection with the tender offer for Contract and any contract resulting from it on our behalf. This authorization is evidenced by the attached power of attorney signed by legally authorized signatories of all the partners to the Joint Venture.

NAME OF FIRM	ADDRESS	AUTHORISING SIGNATURE, NAME & CAPACITY
Lead partner:		

D. Certificate for Sole Proprietor

I, hereby confirm that I am the sole owner of the business trading as

.....

As witnesses :

Signature: 1 Sole Owner

.....

2 Date :

.....

E. Certificate for Close Corporation

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We, the undersigned, being the key members in the business trading as
..... hereby authorize Mr/Ms
acting in the capacity of , to sign all documents in connection
with the tender for Contract ... and any contract resulting from it on our behalf.

NAME	ADDRESS	SIGNATURE	DATE

NOTE: This certificate is to be completed and signed by all of the key-partners upon who rests the direction of the affairs of the Partnership as a whole.

T2.1.10 COMPULSORY ENTERPRISE QUESTIONNAIRE

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The following particulars must be furnished. In the case of a joint venture, **separate** enterprise questionnaires in respect of each partner must be completed and submitted.

Section 1: Name of enterprise:

Section 2: VAT registration number, if any:

Section 3: CIDB registration number, if any:

Section 4: CSD Registration number:

Section 5: Particulars of sole proprietors and partners in partnerships

Name*	Identity number*	Personal income tax number*

* Complete only if sole proprietor or partnership and attach separate page if more than 3 partners

Section 5: Particulars of companies and close corporations

Company registration number

Close corporation number

Tax reference number

Section 6: Record in the service of the state

Indicate by marking the relevant boxes with a cross, if any sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently or has been within the last 12 months in the service of any of the following:

☐ a member of any municipal council ☐ an employee of any provincial department, ☐ a member of any provincial legislature national or provincial public entity or

☐ a member of the National Assembly or the constitutional institution within the meaning of the Public Finance Management Act, 1999

☐ a member of the board of directors of any (Act 1 of 1999)
municipal entity

☐ a member of an accounting authority of any
national or provincial public entity

☐ an official of any municipality or municipal entity

☐ an employee of Parliament or a provincial legislature

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If any of the above boxes are marked, disclose the following:

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

**insert separate page if necessary*

Section 7: Record of spouses, children and parents in the service of the state

Indicate by marking the relevant boxes with a cross, if any spouse, child or parent of a sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently or has been within the last 12 months been in the service of any of the following:

- ☐ a member of any municipal council ☐ an employee of any provincial department, ☐ a member of any provincial legislature national or provincial public entity or
- ☐ a member of the National Assembly or the constitutional institution within the meaning of the Public Finance Management Act, 1999
- ☐ a member of the board of directors of any (Act 1 of 1999)
- ☐ a member of an accounting authority of any
- ☐ an official of any municipality or municipal entity national or provincial public entity
- ☐ an employee of Parliament or a provincial legislature

If any of the above boxes are marked, disclose the following:

Name of spouse, child or parent	Name of institution, public office, board or organ of state and position held	Status of service (tick appropriate column)	
		Current	Within last 12 months

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**insert separate page if necessary*

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

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

.....
Signature

.....
Date

.....
Name
.....

.....
Capacity/Position

Enterprise Name

T2.1.11 PROPOSED AMENDMENTS AND QUALIFICATIONS

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The Tenderer should record any deviations or qualifications he may wish to make to the tender documents in this Returnable Schedule. Alternatively, a tenderer may state such deviations and qualifications in a covering letter to his tender and reference such letter in this schedule.

The Tenderer's attention is drawn to clause 3.8 of the Standard Conditions of Tender referenced in the Tender Data regarding the employer's handling of material deviations and qualifications.

Tenderers must not include deviations or qualifications relating to the scope of work in this schedule where they are required to submit an Approach Paper.

Page	Clause / Item	Proposal

.....
Signature

.....
Date

.....
Name

.....
Capacity/Position

.....
Tenderer

T2.1.12 EVALUATION SCHEDULE: BANK RATING

The tenderer shall obtain from his / her banker a report with a rating indicating the level of confidence that the Municipality can enter into a contract with the tenderer for a project of the size based on the tender amount that the tenderer shall submit.

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The letter shall indicate the availability of sufficient funds to start the project without payment of the first invoice, the way in which the tenderer handles his / her account and the ability of the tenderer to complete a project of the size as per the tender amount of the tenderer.

The letter shall be attached to this schedule.

The scoring of the bank rating will be as follows (Refer to CIDB Best Practise Guideline A3: Evaluation of tender offers August 2006: Edition 3 of CIDB document 1003, Section 6, Note 3):

Score	Rating Description
0	The tenderer has a poor rating (F-H)
10	The tenderer has an average rating (E)
15	The tenderer has an above average rating (D)
20	The tenderer has an excellent rating (A-C)

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

.....
Signature

.....
Date

.....
Name

.....
Capacity/Position

.....
Tenderer

MOGALAKWENA LOCAL MUNICIPALITY

TENDER REFERENCE NUMBER:

T2.1.13	EVALUATION SCHEDULE: UNDERSTANDING THE SCOPE OF WORKS AND SUBMISSION OF A SUITABLE WORK PLAN
----------------	---

The understanding of the scope of works is an important aspect of this tender. The Tenderer shall in his/her own words provide his/her understanding of the scope of works for this project covering all aspects of the project (± one A4 page).

The Tenderer shall provide a work plan (± one A4 page) indicating all the tasks required to complete the project on time and to the required standards. Special attention shall be given to safety matters relevant to this project.

The scoring of the "Submitting a Suitable Work Plan" to show the Tenderer's "Understanding of the Scope of Works" will be as follows:

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Score	Work Plan
0.5	Bidder provides a poor project implementation and Methodology approach that is unlikely to satisfy project objectives or requirements.
10	Bidder provides a satisfactory project implementation and Methodology approach that is generic and not tailored to address the specific project objectives
15	Bidder provides a good and technically sound project implementation and Methodology approach that meet project objective
20	Bidder provides a very good and technically sound project implementation and Methodology approach that meet project objective

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

.....
Signature

.....
Date

.....
Name

.....
Capacity/Position

.....
Tenderer

T2.1.14 EVALUATION SCHEDULE: TENDERER'S PREVIOUS EXPERIENCE

The experience of the tenderer as opposed to the key staff members / experts in similar projects or similar areas and conditions in relation to the scope of work will be evaluated. Tenderers must very briefly describe his or her experience in this regard and attach any supporting documentation to this schedule. The amount of houses electrified per project is crucial in the municipality's evaluation of the tender offer.

Employer, contact person, contact number	Description of Similar Work completed during the Past 5 Years		Date Completed

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Attach additional pages if more space is required.

The scoring of the "Tenderer's Previous Experience" will be as follows: (attach signed reference letter that include the contract/bid number and the value of the project. The letter must be on the letterhead of the company with contactable reference Experience should be relating to Printing, SMS, Mailing

Score	Tenderer's Experience
20	There some doubt about whether bidder has the necessary experience to successfully execute the project(1- 2 projects)
30	The bidder has the necessary similar experience to successfully execute the project (3-4 projects)
40	The bidder has the necessary similar experience to successfully execute the project (5-6 projects)
60	The bidder has the necessary similar experience to successfully execute the project (7 projects +)

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

.....
Signature

.....
Date

.....
Name

.....
Capacity/Position

.....
Tenderer

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T2.1.15 SCHEDULE OF PROPOSED SUB-CONTRACTORS

We notify you that it is our intention to employ the following Sub-Contractors to work on this contract.

If we are awarded the contract we agree that this notification does not change the requirement for us to submit the names of proposed Sub-Contractors in accordance with requirements in the contract for such appointments. If there are no such requirements in the contract, then your written acceptance of this list shall be binding between us.

No.	Name and Address of Proposed Sub-Contractor	Nature and Extent of Work	Previous Experience with Sub-Contractor
1.			
2.			
3.			
4.			

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

.....
Signature

.....
Date

.....
Name

.....
Capacity/Position

.....
Tenderer

T2.1.16 PROOF OF AUTHORITY OF SIGNATURE

< ATTACH TO THIS PAGE >

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T2.1.17 ORIGINAL VALID TAX CLEARANCE CERTIFICATE
--

< ATTACH TO THIS PAGE>

The Tenderer must attach to this page an original Tax Clearance Certificate from the South African Revenue Services in respect of his/her company, close corporation or partnership. In the case of a joint venture between two or more firms, the Tenderer shall attach an original/copy of the Tax Clearance Certificate for each of the joint venture partners.

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T2.1.18 PROOF OF PAYMENT OF MUNICIPAL RATES AND TAXES

< ATTACH TO THIS PAGE>

The Tenderer must attach to this page:

- Proof of registration with the Mogalakwena Local Municipality as a payer of municipal levies.
- Proof of payment of municipal account(s) by bidding entity and its directors/members

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T2.1.19	CERTIFIED COPIES OF COMPANY REGISTRATION DOCUMENTS
----------------	---

< ATTACH TO THIS PAGE >

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T2.1.20

COMPLETE LIST OF DIRECTORS

Indicating Shareholding, Race, Gender, Locality, and Disability

< ATTACH TO THIS PAGE>

**THE APPOINTMENT OF SERVICE PROVIDER FOR THE PRINTING AND MAILING OF
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T2.1.21	BBBEE ENTERPRISE CERTIFICATE ISSUED BY ACCREDITED VERIFICATION AGENCY, OR DECLARATION BY ACCOUNTANT / AUDITOR FOR VERIFICATION OF TENDERER'S BBBEE STATUS AND REGISTRATION ON THE CENTRAL SUPPLIER DATABASE OF NATIONAL TREASURY
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T2.1.22 AUDITED FINANCIAL STATEMENTS (PROJECT ABOVE R 10 MILLION)
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T2.1.23 JOINT VENTURE AGREEMENT, IF APPLICABLE
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C1 CONTRACT DATA

THE APPOINTMENT OF SERVICE PROVIDER FOR THE PRINTING AND MAILING OF CONSUMER MONTHLY STATEMENTS FOR A PERIOD OF THREE YEARS

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C1.1 FORM OF OFFER AND ACCEPTANCE

Offer

The tenderer, identified in the offer signature block, has examined the documents listed in the tender data and addenda thereto as listed in the returnable schedules, and by submitting this offer has accepted the conditions of tender.

By the representative of the Tenderer, deemed to be duly authorized, signing this part of this form of offer and acceptance, the Tenderer offers to perform all of the obligations and liabilities of the Contractor under the contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the conditions of contract identified in the contract data.

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

.....

..... Rand (in words);

R (in figures)

This offer may be accepted by the Employer by signing the acceptance part of this Form Of Offer and Acceptance and returning one copy of this document to the Tenderer before the end of the period of validity stated in the Tender Data, where upon the Tenderer becomes the party named as the Contractor in the conditions of contract identified in the contract data. The amount in words will govern.

Signature Date

Name Capacity

.....

for the Tenderer:

.....

.....

Name and address of organization

.....

Name and signature of witness

.....
Date

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Acceptance

By signing this part of this form of offer and acceptance, the employer identified below accepts the tenderer's offer. In consideration thereof, the employer shall pay the Contractor the amount due in accordance with the conditions of contract identified in the contract data. Acceptance of the tenderer's offer shall form an agreement between the employer and the tenderer upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

The terms of the contract, are contained in:

Part C1: Agreements and Contract Data, (which includes this agreement)

Part C2: Pricing Data

Part C3: Scope of Work

Part C4: Site Information

Deviations from and amendments to the documents listed in the tender data and any addenda thereto as listed in the tender schedules, as well as any changes to the terms of the offer agreed by the tenderer and the employer during this process of offer and acceptance, are contained in the schedule of deviations attached to and forming part of this agreement. No amendments to or deviations from said documents are valid unless contained in this schedule.

The tenderer shall within two weeks after receiving a complete copy of this agreement, including the schedule of deviations (if any), contact the employer's agent (whose details are given in the contract data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the contract data. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

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

Signature Date

Name Capacity

for the Employer

MOGALAKWENA LOCAL MUNICIPALITY, CIVIC CENTRE, 54 RETIEF STREET, MOKOPANE, 0600

.....
Name and signature of witness

.....
Date

C1.1.1 SCHEDULE OF DEVIATIONS

1. Subject

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	Details
	
	
	
2.	Subject
	Details
	
	
	
3.	Subject
	Details
	
	
	
4.	Subject
	Details
	
	
	

By the duly authorised representatives signing this agreement, the employer and the tenderer agree to and accept the foregoing schedule of deviations as the only deviations from and amendments to the documents listed in the tender data and addenda thereto as listed in the tender schedules, as well as any confirmation, clarification or changes to the terms of the offer agreed by the tenderer and the employer during this process of offer and acceptance.

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

C1.2 CONTRACT DATA (PART 2)

PART 2: DATA PROVIDED BY THE CONTRACTOR

Clause No.	Description
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1.1.1.9	The Contractor is <i>[The legal name of the entity].</i>						
1.2.1.2	<p>The Contractor's address for receipt of communications and notices is :</p> <p>Telephone: Facsimile:</p> <p>E-mail :</p> <p>Address (Postal) : Address (Physical) :</p> <p>.....</p> <p>.....</p>						
6.2.1	<p>The security to be provided by the Contractor shall be one of the following:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 70%; text-align: center; padding: 5px;">Type of Security</th> <th style="width: 30%; text-align: center; padding: 5px;">Contractor's choice. Indicate "yes" or "No"</th> </tr> </thead> <tbody> <tr> <td style="padding: 5px;">Cash deposit of 10% of the Contract Sum, exclusive of Value Added Tax</td> <td style="padding: 5px;"></td> </tr> <tr> <td style="padding: 5px;">Performance Guarantee (surety amount): An amount to the value of 10% of the contract amount to be deducted in equal instalments from the amounts due to the Contractor on the first three payment certificates., inclusive of Value Added Tax</td> <td style="padding: 5px;"></td> </tr> </tbody> </table>	Type of Security	Contractor's choice. Indicate "yes" or "No"	Cash deposit of 10% of the Contract Sum, exclusive of Value Added Tax		Performance Guarantee (surety amount): An amount to the value of 10% of the contract amount to be deducted in equal instalments from the amounts due to the Contractor on the first three payment certificates., inclusive of Value Added Tax	
Type of Security	Contractor's choice. Indicate "yes" or "No"						
Cash deposit of 10% of the Contract Sum, exclusive of Value Added Tax							
Performance Guarantee (surety amount): An amount to the value of 10% of the contract amount to be deducted in equal instalments from the amounts due to the Contractor on the first three payment certificates., inclusive of Value Added Tax							

C.1.1

PRO FORMA: SAFETY AGREEMENT

MEMORANDUM OF AGREEMENT CONCLUDED BY AND BETWEEN:

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MOGALAKWENA LOCAL MUNICIPALITY

Mogalakwena Local Municipality herein represented by

_____ in his capacity as
_____ of

Mogalakwena Local Municipality, he being duly authorized thereto;

and

(herein after referred to as the **Mandatory**)

herein represented by _____ in

his capacity as _____

of the **Mandatory**, he being duly authorized thereto.

WHEREAS:

- **Mogalakwena Local Municipality** and the **Mandatory** entered into a written, alternatively oral agreement on the day of 20 in terms of which the **Mandatory** undertook to carry out the following work for **Mogalakwena Local Municipality**, viz.:

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(The said contract work is hereinafter referred to as the **Works**)

- The Occupational Health and Safety Act, Act 85 of 1993 as amended (hereinafter referred to as **the Act**), and the Regulations promulgated in terms thereof, contains amongst others certain provisions with regard to the health and safety of people at work and in connection with the usage of plant and machinery, as well as the protection of persons other than persons at work against hazards to health and safety that originates from or in connection with the activities of persons at work.
- Section 37(2) of the Act makes provision for the exclusion by the parties, by way of a written agreement, of supposition and accompanying liability of **Mogalakwena Local Municipality** (as the Employer) as stipulated in section 37(1) of the Act.
- The parties have reached consensus with regard to the terms and conditions to which they agree in terms of the provisions of section 37(2) of the **Act**.

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

1. WRITTEN AGREEMENT

The parties herewith agree in terms of section 37(2) of the Act on the arrangements and procedures that must be followed to ensure compliance with the provisions of the Act by the **Mandatory**.

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2. ACKNOWLEDGEMENT BY THE MANDATORY

The Mandatory acknowledges herewith that he is fully acquainted with the contents of the Act, as well as with all regulations and SANS codes of practice that have been published in terms of Section 43 of the Act. The Mandatory shall be deemed as an Employer in his own right when performing the Works.

The Mandatory acknowledges that this agreement constitutes an agreement in terms of section 37(2) of the Act, whereby all responsibility for matters pertaining to occupational health and safety relating to the Works shall be the obligation of the Mandatory.

3. UNDERTAKING BY MANDATORY

The Mandatory hereby undertakes and binds himself to Mogalakwena Local Municipality to ensure prompt and strict compliance with the provisions of the Act and the said regulations as well as with the provisions included in this Safety Agreement at all times during the execution of the Works.

It is hereby recorded that the provisions of this Safety Agreement as set out hereinafter are in no way intended to restrict the duties of the Mandatory, nor to exempt the Mandatory from his obligation in accordance with the Act and the said regulations.

The Mandatory hereby affirms that he is adequately familiar with the work environment at all sites where work will be performed as part of the Works. The Mandatory affirms that he is adequately familiar with the hazards and risks associated with the performance of tasks at the site of the Works.

The Mandatory undertakes that he, all his employees and all his sub-contractors will maintain compliance with the Act and said Regulations at all times.

The Mandatory undertakes that the health and safety of any other individual at the site of the Works will not be endangered by the acts or omission of acts of itself, any employee or any sub-contractor in performance of the Works.

The Mandatory affirms that the cost of fulfilling all its obligations and performance of all its duties in respect of occupational health and safety in execution of the Works, has been provided for in full as part of the contract for the Works.

4. ACCESS TO DOCUMENTATION

The Mandatory shall ensure that updated copies of the Act and Regulations relevant to the Works are available on site at all times and that these documents are readily accessible by appointed persons and all employees.

5. APPOINTMENTS

The Mandatory shall appoint competent persons to the various roles required by the Act as deemed necessary for execution of the Works in compliance with the Act. These persons shall be adequately trained on relevant occupational health and safety matters in respect of the duties of their appointments. Such appointments shall be done in writing and kept on record by the Mandatory.

6. TRAINING

The Mandatory shall ensure that all employees are adequately trained on relevant occupational health and safety matters relating to the work to be executed as part of the Works.

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The Mandatory shall ensure that all employees understand the hazards and risks associated with the performance of tasks that form part of the Works. The Mandatory and his sub-contractors shall ensure that all employees understand their duties in respect of compliance with the provisions of the Act such as cooperation with appointed persons and auditors, obeying occupational health and safety procedures, applying safe work procedures, reporting any hazardous situation when such situation comes to their attention, et cetera.

The Mandatory shall specifically ensure that all users or operators of tools, equipment, machinery and materials are properly trained in the use of such tools, equipment, machinery and materials.

7. MANAGEMENT OF HEALTH AND SAFETY

The Mandatory shall ensure strict compliance with the Act and the Construction Regulations at all times, by all its employees, subcontractors and any persons under their supervision during execution of the Works.

The Mandatory shall submit its health and safety plan to Mogalakwena Local Municipality for approval prior to the commencement of any work at the site of the Works. The health and safety plan shall be in accordance with the requirements of the Act, the regulations promulgated in terms of the Act and all applicable specifications addressing health and safety matters that form part of the contract agreement referred to in Paragraph 2 of this agreement.

The Mandatory shall ensure that the approved health and safety plan is implemented and maintained at the site of the Works. The Mandatory shall ensure that the health and safety plan is readily available and accessible at the site of the Works.

The Mandatory shall ensure that the performance of work at the site of the Works is done under strict supervision and that safe work practices are followed at all times. The Mandatory shall comply with any instruction to stop work issued by Mogalakwena Local Municipality or its duly authorised representative, should any non-compliant situation arise.

The Mandatory shall cooperate fully with Mogalakwena Local Municipality in the event of queries relating to occupational health and safety matters, which enquiry may be raised at any time by Mogalakwena Local Municipality.

The Mandatory shall provide access and assistance to any person duly appointed by Mogalakwena Local Municipality to perform periodic audits on occupational health and safety matters.

The Mandatory shall maintain a consolidated health and safety file which shall be in accordance with the Act and Regulations. The Mandatory shall make the health and safety file available to Mogalakwena Local Municipality upon request as well as upon completion of the works or termination or expiry of the contract agreement referred to in Paragraph 2 of this agreement.

The Mandatory shall ensure that he obtains and maintains valid registration in terms of the Compensation for Occupational Injury and Disease Act (COIDA) for the full duration of the execution of the Works and while any employee is present at the site of the Works. The Mandatory shall provide proof of valid COIDA registration whenever requested to do so by Mogalakwena Local Municipality.

8. REQUIREMENTS OF AND COOPERATION WITH RELEVANT AUTHORITIES

The Mandatory hereby acknowledges that the nature of the Works may result in the involvement of authorities other than Mogalakwena Local Municipalities during the execution of the Works. The

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Mandatory affirms that he is conversant with the requirements of such authorities in relation to the execution of the Works.

The Mandatory undertakes to ensure that such requirements of other authorities have and will be included in respect of health and safety matters during execution of the Works. The Mandatory affirms that the cost of abiding with the requirements of and cooperating with the duly authorized personnel member(s) of such other relevant authorities have been included in the provision of cost of fulfilling all its obligations and performance of all its duties in respect of occupational health and safety in execution of the Works, as undertaken in Paragraph 3 of this agreement.

The Mandatory shall ensure that all training and registration criteria demanded by other authorities shall be met.

9. WORK PROCEDURES

The Mandatory shall develop, implement and enforce safe working procedures and methods in accordance with the approved health and safety plan. The Mandatory shall ensure that all appointed persons, employees, and subcontractors are inducted and familiarised with the use and implementation of the work procedures.

The Mandatory shall obtain written permission from the duly authorised personnel member of Mogalakwena Local Municipality or alternatively the local electricity supply authority, where work that the Mandatory must undertake involves a process, machinery or installation that is in operation. The written permission must be obtained prior to the commencement and performance of such work for which a permit is required.

Work permits must be issued in terms of the Act and Regulations when the nature of the work requires it. Work permits must be sought by the Mandatory from and properly issued by the relevant and duly authorized personnel member of the Mogalakwena Local Municipality (typically a departmental head), where necessary.

Approval shall be obtained from the Electrical Engineer of the Mogalakwena Local Municipality or alternatively the local electricity supply authority (Eskom Distribution) before any equipment is connected to the electrical supply of the Mogalakwena Local Municipality or alternatively the local electricity supply authority. All equipment shall be isolated before any equipment is connected to the electrical supply point and be provided with earth leakage protection where applicable. Electrical machinery, portable electrical tools and portable lights must comply with the requirements of the applicable regulations.

10. REPORTING

The Mandatory shall report all incidents related to health and safety as well as environmental matters to the relevant and duly authorized personnel member(s) of the Mogalakwena Local Municipality, in addition to any other reporting that may be required of the Mandatory in terms of the Act and the Regulations promulgated in terms of the Act, or alternatively in terms of any other legislation that may be applicable.

The Mandatory shall provide Mogalakwena Local Municipality with copies of all reports compiled and issued in terms of the Act and the Regulations promulgated in terms of the Act, or alternatively in terms of any other legislation that may be applicable.

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The Mandatory shall submit to Mogalakwena Local Municipality routine reports on health and safety matters at intervals as agreed between the parties, which reports may include relevant statistics, record of training provided, incidents recorded, equipment issued, register of appointments, et cetera.

11. MEDICAL EXAMINATIONS

The Mandatory shall ensure that all employees undergo routine medical examinations at regular intervals and that they are declared medically fit for execution of the assigned duties or tasks that they are to perform.

At the Mandatory's expense, all local labour will undergo entry medical consultation before they start working on the Works and exit medical consultation when they are finished working on the Works.

12. PERSONAL PROTECTIVE EQUIPMENT

The Mandatory shall ensure that all employees are provided with adequate personal protective equipment applicable to the work they may be required to perform, in accordance with the requirements of the Regulations.

- (a) It is compulsory to wear equipment for eye protection when working in an eye protection zone or where the Work requires eye protection.
- (b) It is compulsory to wear safety helmets when working in a safety helmet zone or where the Work requires safety helmets.
- (c) It is compulsory to wear hearing protection when working in a noise zone or where the Work requires hearing protection.
- (d) The wearing of other protective clothing and equipment as prescribed by the Occupational Health and Safety Officer of Mogalakwena Local Municipality is compulsory, e.g. hand gloves, safety boots, reflective jackets, task-appropriate clothing, etc.
- (e) The Mandatory shall ensure that the statutory requirements in respect of personal protective equipment are complied with at all times, and that employees utilise the personal protective equipment at the appropriate time.

13. PLANT, EQUIPMENT AND TOOLS

The Mandatory shall provide enough plant, tools and equipment to enable him to complete the Works and the Mandatory shall provide all storerooms, offices and staff facilities that may be needed, except where mutually agreed otherwise. The Mandatory will be responsible for all material on site.

The Mandatory without the written permission of Mogalakwena Local Municipality may use no plant, equipment or tools that belong to Mogalakwena Local Municipality.

In special cases where Mogalakwena Local Municipality may lend plant, equipment, tools or materials to the Mandatory, the Mandatory will use such plant, equipment, tools and/or materials at his own risk and the Mandatory herewith indemnifies Mogalakwena Local Municipality against any liability of whichever nature or arising from any cause whatsoever, whether direct or indirect, that may arise from such usage.

14. FENCING AND GENERAL MACHINERY PROTECTION

No shield or fencing may be removed from or be moved at any machinery or installation or property or site without written permission from the relevant and duly authorized personnel member of

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Mogalakwena Local Municipality or alternatively the local electricity supply authority (Eskom Distribution).

15. EXCAVATIONS

As far as practicable, the Mandatory shall verify the existence and position of electrical cables, discharge pipes, gas lines, water conduits, and any other services that may be present before he commences with any excavation work.

All excavations and obstructions and/or any openings in platforms or floors shall be enclosed in a safe way and warning notices shall be erected to ensure absolute safety. Where applicable, an adequate number of red or orange caution lights shall be provided when it is dark or should bad light prevail.

The area surrounding excavations shall be kept in a safe, orderly and tidy condition. No loose material of whatever nature may be left in walkways, roads or workplaces or be allowed to block walkways, roads or workplaces.

16. FIRE PREVENTION MEASURES

The Fire Department of the Mogalakwena Local Municipality shall be notified before any welding, oxyacetylene welding, cutting, burning of paint or tar from floors or roofs is undertaken so that the necessary fire prevention measures can be duly arranged.

All "NO SMOKING AND OPEN SURFACE FIRES/LIGHTS PROHIBITED" notices shall be adhered to.

The Mandatory shall ensure that all employees acquaint themselves with the fire prevention measures of Mogalakwena Local Municipality and at the site of the Works, which will include fire alarm notices and emergency exits in case of fire, and they shall ensure that these rules and precautions are strictly complied with.

17. INTOXICATION

No person that is in a state of intoxication, or that is in any other condition that causes or may cause his/her incapability to control him/herself or persons under his control, or that is suspected of being in such state or condition, shall be permitted on the premises of Mogalakwena Local Municipality or at the site of the Works. Mogalakwena Local Municipality reserves the right to the withdrawal of any employees of the Mandatory or Municipality from the premises or the site of the Works in the event of any transgression of this nature.

No person shall be allowed to bring any alcohol or other intoxicating substances onto the premises of Mogalakwena Local Municipality or at the site of the Works. The Mandatory hereby consents to the conduct of tests by Mogalakwena Local Municipality or its duly authorised representative to ascertain the state of sobriety or intoxication (irrespective of the nature of the intoxicating substance) of any employee of the Mandatory.

18. SUBCONTRACTORS

The Mandatory shall ensure that all subcontractors receive a copy of this safety agreement and must ensure they comply with it. The Mandatory shall maintain an updated list of all subcontractors active on the site of the Works.

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Each subcontractor shall submit a signed declaration indicating acceptance of this agreement, prior to the commencement of any tasks that they are intended to perform as part of the Works. All the stipulations of this agreement shall apply to and be binding on each subcontractor.

19. BREAKING OF THESE RULES AND POOR CONDUCT

The Mandatory is herewith warned that no behaviour that causes danger to their own employees, to the subcontractors' employees, to the employees of Mogalakwena Local Municipality or the general public will be tolerated.

The Occupational Health and Safety Officer of Mogalakwena Local Municipality reserves the right of the withdrawal of any employees of the Mandatory or any subcontractor or Mogalakwena Local Municipality from the premises in the case of any default or breach of the agreement and to order that the completion of the work be stayed, pending compliance with this agreement; alternatively to cancel the contract agreement referred to in Paragraph 2 of this agreement in which event Mogalakwena Local Municipality will be entitled to appoint an alternative contractor to complete the work and recover the costs thereof from the Mandatory, without prejudice to any alternative or additional right or action or remedy available to Mogalakwena Local Municipality, to recover from the Mandatory damages for the default or breach and the resultant cancellation of the contract agreement.

The senior employees of the Mandatory shall sign a note of acknowledgement of this safety agreement to certify that they have received all the stipulations as included herein and that they understand all these stipulations.

20. CONFIDENTIALITY

The Mandatory shall at all times treat data and information that have been made known to him or that he requires in connection with his work from Mogalakwena Local Municipality as confidential and he may not make unauthorized use thereof. The Mandatory must also ensure that such data and information are not communicated to anybody else that is not an employee of the Mandatory without obtaining prior written approval from Mogalakwena Local Municipality and he must further ensure that such persons do in fact know that the said information is confidential and that they are obliged to treat it as such.

The Mandatory shall provide for adequate physical protection for any confidential documents, sketches, et cetera that he receives from Mogalakwena Local Municipality in connection with the work as well as for any copies thereof that he makes. The Mandatory shall hand back all documents sketches and copies thereof to Mogalakwena Local Municipality upon completion of the work, or earlier if so requested by Mogalakwena Local Municipality. The Mandatory shall inform Mogalakwena Local Municipality immediately should any such documents or sketches become lost.

21. INDEMNIFICATION BY THE MANDATORY

The following conditions will be applicable to the Mandatory:

- (a) The Mandatory is liable and herewith indemnifies Mogalakwena Local Municipality irrevocably and in full against any claim for loss or damage to property or arising from death or injury of any person and any associated loss or damage suffered, and against all lawsuits, claims, demands, costs, expenses, and charges that may arise when the said occurrences are caused on purpose or through the negligence, violation of legal obligations or failure by the Mandatory or its employees.

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- (b) Whenever any of the employees of Mogalakwena Local Municipality is busy with work to, or with the supply of material that will be used during the execution of the work by the Mandatory, or otherwise busy with work under the instruction and supervision of the Mandatory, in as far as they may be negligent or fail to do their duty, they will be regarded as employees of the Mandatory.
- (c) All installations, equipment, hoisting-apparatus and other implements, scaffolding, ladders, material, et cetera that are borrowed from Mogalakwena Local Municipality by the Mandatory for usage during the execution of the work, will be used entirely at the risk of the Mandatory or employees of the Mandatory and the Mandatory herewith indemnifies Mogalakwena Local Municipality irrevocably and in full against any liability that may arise from such usage.

22. DURATION OF AGREEMENT

This agreement shall remain in force for the entire duration of the contract agreement referred to in Paragraph 2 of this agreement and/or for the full period that the Mandatory retains a presence at the site of the Works.

23. AMENDMENTS MUST BE IN WRITING

The parties agree herewith that this safety agreement is the only safety agreement between them and that no amendment thereof will be valid unless it is in writing and signed by both parties.

24. JURISDICTION AND LEGAL COSTS

In the event of any legal action being instituted pertaining to this agreement the party in default or breach will be liable for the other party's legal costs on the scale as between attorney and own client and the parties consent to the jurisdiction of the magistrate's court for purpose of any legal action being instituted.

25. GENERAL

This agreement does not interfere or replace any existing agreements between the parties, in respect of any aspect not related to occupational health and safety matters. This agreement is intended to and shall be read in conjunction with any other agreement that the parties may enter into in relation to the Works.

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PARTICULARS OF THE MANDATORY

Name (Mandatory) _____

C.E.O. (Section 16(1)) _____

ID NO _____

Designation _____

Name of Business _____

Address of Business _____

Tel number: (h) _____ (w) _____ e-mail _____

Number of employees employed _____

Registration number as allocated by the Workman's Compensation Commissioner: _____

Date allocated: _____

Thus done and signed on this _____ day of _____ 20 _____

_____ (Signature) _ _____ (Name in print)

THE MANDATORY

As witnesses for Mandatory:

_____ (Signature) _ _____ (Name in print)

_____ (Signature) _ _____ (Name in print)

Thus done and signed on this _____ day of _____ 20 _____

_____ (Signature) _ _____ (Name in print)

MOGALAKWENA LOCAL MUNICIPALITY

As witnesses for Mogalakwena Local Municipality:

_____ (Signature) _ _____ (Name in print)

_____ (Signature) _ _____ (Name in print)

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Acknowledgement of receipt of the agreement: _____

THE MANDATORY