



GM2025/119

**APPOINTMENT OF A SERVICE PROVIDER FOR THE SUPPLY, DELIVERY AND INSTALLATION OF RENTAL MULTIFUNCTION PRINTERS AT GAMAGARA LOCAL MUNICIPALITY FOR A PERIOD OF 36 MONTHS**

<b>BIDDERS NAME:</b>	_____	
<b>CONTACT NUMBERS</b>	<b>Phone:</b>	<b>Fax:</b>
<b>CSD REGISTRATION NR</b>	MAAA	
<b>BBBEE STATUS LEVEL</b>		
<b>CLOSING DATE AND TIME</b>	31 March 2026 10:00 AM	
<b>BID AMOUNT:</b>	R _____ (VAT inclusive)	

<b>For Office Use</b>	<b>OFFICIAL STAMP</b>
<b>Official 1:</b> .....	
<b>Official 2:</b> .....	

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## SECTION 1.1: INVITATION TO TENDER

### GAMAGARA LOCAL MUNICIPALITY



**GM2025/119**

### **APPOINTMENT OF A SERVICE PROVIDER FOR THE SUPPLY, DELIVERY AND INSTALLATION OF RENTAL MULTIFUNCTION PRINTERS AT GAMAGARA LOCAL MUNICIPALITY FOR A PERIOD OF 36 MONTHS**

#### TENDER NOTICE AND INVITATION TO TENDER

Bids are hereby invited for the appointment of a competent service provider for the supply, delivery and installation of rental multifunction printers for a period of 36 months.

Bid documents containing specifications will be available on the e-tender portal:

<http://www.etenders.gov.za/content/advertised-tenders> and on the Gamagara municipal website: [www.gamagara.gov.za](http://www.gamagara.gov.za)

Sealed tender document marked "**GM2025/119 APPOINTMENT OF A SERVICE PROVIDER FOR THE SUPPLY, DELIVERY AND INSTALLATION OF RENTAL MULTIFUNCTION PRINTERS AT GAMAGARA LOCAL MUNICIPALITY FOR A PERIOD OF 36 MONTHS**", must be placed in the tender box at the Municipal Offices, Cnr Hendrick van Eck and Frikkie Meyer Road, Kathu, 8446 not later than **10:00** on **31 March 2026** after which it will be opened in public. Tenders may only be submitted on the prescribed official document.

A **compulsory clarification** meeting with representatives from the Employer will take place online via Teams **on Wednesday, 11 March 2026 starting at 10h00**, the link is to be requested at the following address: **gm2025-119@gamagara.gov.za**. Only tenderers who attend the clarification meeting shall be eligible to submit tenders.

The 80/20 preferential procurement system, as stated in the Gamagara Local Municipal Procurement Policy, will be used when considering tenders.

Council reserves the right not to accept the lowest or any tender. No faxes or E-mails will be accepted. All tenders will remain valid for a period of 90 days after the time and date of opening.

Technical enquiries relating to this tender should be addressed to Mr T Tshekedi Tel: +27 53 723 6000 e-mail: [tshekedit@gamagara.gov.za](mailto:tshekedit@gamagara.gov.za) and administrative enquiries should be forward to Mrs Josephine Nampa at Tel: +27 53 723 6000 email: [nampaj@gamagara.gov.za](mailto:nampaj@gamagara.gov.za)

Mr. L Seetile  
Municipal Manager

## SECTION 1.2: GENERAL CONDITIONS OF CONTRACT.

### DEFINITIONS

The following terms shall be interpreted as indicated:

- 1.1. "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
- 1.2. "Contract" means the written agreement entered 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 supplies are so delivered and a valid receipt is obtained.
- 1.11. "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
- 1.12. "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable.
- 1.13. 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.
- 1.14. "Fraudulent practice" means a misrepresentation of facts to influence a procurement process or the execution of a contract to the detriment of any bidder and includes collusive practice among bidders (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.
- 1.15. "GCC" means the General Conditions of Contract.
- 1.16. "Goods" means all the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.17. "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported

(whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.

- 1.18. "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.19. "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.20. "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.21. "Project site" where applicable, means the place indicated in bidding documents.
- 1.22. "Purchaser" means the organization purchasing the goods.
- 1.23. "Republic" means the Republic of South Africa.
- 1.24. "SCC" means the Special Conditions of Contract.
- 1.25. "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.
- 1.26. "Supplier" means the successful bidder who is awarded the contract to maintain and administer the required and specified service(s) to the State.
- 1.27. "Tort" means in breach of contract.
- 1.28. "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.
- 1.29. "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.

## **2. Application**

- 2.1. These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2. Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3. Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

## **3. General**

- 3.1. Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2. 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 GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so, required by the purchaser.
- 5.4. The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so, required by the purchaser.

#### **6. Patent rights**

- 6.1. The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.
- 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 shall furnish to the purchaser the performance security of the amount specified in SCC.
- 7.2. The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3. The performance security shall be denominated in the currency of the contract or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
  - 7.3.1. bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
  - 7.3.2. a cashier's or certified cheque
- 7.4. The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified.

## **8. Inspections, tests and analyses**

- 8.1. All pre-bidding testing will be for the account of the bidder.
- 8.2. If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspections tests and analysis, the bidder or contractor's premises shall be open, at all reasonable hours, for inspection by a representative of the purchaser or an organization acting on behalf of the purchaser.
- 8.3. If there are no inspection 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 8.2 and 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.
- 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. Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7. Any contract 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 destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' destination and the absence of heavy handling facilities at all 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, and in any subsequent instructions ordered by the purchaser.

## **10. Delivery**

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

## **11. Insurance**

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**

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

## **13. Incidental**

- 13.1. The supplier may be required to provide any or all the following services, including additional services, if any:
  - 13.1.1. performance or supervision of on-site assembly and/or commissioning of the supplied goods.
  - 13.1.2. furnishing of tools required for assembly and/or maintenance of the supplied goods.
  - 13.1.3. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods.
  - 13.1.4. performance or supervision or maintenance and/or repair of the supplied goods, for a period agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
  - 13.1.5. training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.
- 13.2. Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

## **14. Spare parts**

- 14.1. As specified, the supplier may be required to provide any or all the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:
  - 14.1.1. 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;
  - 14.1.2. in the event of termination of production of the spare parts:
    - 14.1.2.1. advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
    - 14.1.2.2. Following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

## **15. Warranty**

- 15.1. The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or

omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of 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 in SCC.
- 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 in SCC 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 by the purchaser **no later than thirty (30)** days after submission of an **invoice, statement** or claim by the supplier.
- 16.4. Payment will be made in Rand unless otherwise stipulated.

## **17. Prices**

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**

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**

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**

The supplier shall notify the purchaser in writing of all subcontracts awarded under this contract, if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.

## **21. Delays in the supplier's performance**

- 21.1. Delivery of the goods and performance of services shall be made by the supplier 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 supplies 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 without the application of penalties.
- 21.5. Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

## **22. Penalties**

Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.

## **23. Termination for default**

- 23.1. The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
  - 23.1.1. if the supplier fails to deliver any or all the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
  - 23.1.2. if the Supplier fails to perform any other obligation(s) under the contract; or
  - 23.1.3. if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 23.2. In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.
- 23.3. Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.
- 23.4. If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days, the purchaser may regard the 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 purchase 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:
  - 23.6.1. the name and address of the supplier and / or person restricted by the purchaser;
  - 23.6.2. the date of commencement of the restriction
  - 23.6.3. the period of restriction; and
  - 23.6.4. the reasons for the restriction.

These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.

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

#### **24. Anti-dumping and countervailing duties and rights**

When, after the date of bid, provisional payments are required, or antidumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.

#### **25. Force Majeure**

- 25.1. Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 25.2. If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

#### **26. Termination for insolvency**

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,

27.4.1. the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and

27.4.2. the purchaser shall pay the supplier any monies due for goods delivered and / or services rendered according to the prescripts of the contract.

## **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;

28.1.1. 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

28.1.2. 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**

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**

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.

### **33. Transfer of contracts**

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**

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.

## **SECTION 1.3: SPECIAL CONDITIONS OF CONTRACT**

### **1.3.1 CONCLUSION OF SLA AND CONTRACT**

- 1.3.1.1 It is a requirement that the Service Provider and the Municipality sign a contract within fourteen (14) days upon receipt of the acceptance letter from the Service Provider.
- 1.3.1.2 An original signed copy of the contract must be issued to the Service Provider, and a copy of the original contract must be kept by the Municipality.
- 1.3.1.3 The following will form part of the final contract documents between the Parties:
- Bid Document
  - Appointment Letter
  - Acceptance letter
  - Signed Contract (SLA)
- 1.3.1.4 In the event of any contradiction between the above-mentioned documents, the order of precedence, in terms of service delivery, will be as follows:
- Bid Document
  - Signed Contract (SLA)

### **1.3.2 LEASES FROM THE CONTRACT**

- 1.3.2.1 This contract shall be for a thirty-six (36) month period, commencing from the date of appointment.
- 1.3.2.2 The rental multifunction printers' services can be leased at any time while this contract is valid.

### **1.3.3 TERMINATION OF LEASES**

#### **Poor Service Delivery**

- 1.3.3.1 A contract can be terminated by the Municipality on grounds of poor service delivery by the appointed Service Provider.
- 1.3.3.2 The grounds of poor service delivery must be proven through a prescribed remedial process, as a lease is a committed financial obligation on both the appointed Service Provider and the Municipality.
- 1.3.3.3 The Municipality will be able to terminate a contract without honouring the outstanding months if, after following the prescribed remedial process stipulated in the contract, it is proven that the appointed Service Provider failed to remedy the poor provision of service.
- 1.3.3.4 Upon determination that the contract should be terminated, the appointed Service Provider must remove the equipment within a period not exceeding thirty (30) days from the date of the issued instruction.

#### **Non-Delivery of Rental Multifunction Printers Services**

- 1.3.3.5 All rental multifunction printers' services will have stipulated delivery lead times. The Municipality shall issue a request to the Service Provider as and when the service is required.
- 1.3.3.6 The Service Provider should communicate with the Municipality in terms of any delivery delays as agreed upon in the delivery communication plan.

### **1.3.4 GENERAL QUANTITIES AND ORDERS**

#### **Quantities**

- 1.3.4.1 The quantities may be ordered on an “as and when required” basis. No guarantee is given or implied as to the actual quantity/quantities that will be procured during the contract period.

#### **Orders**

- 1.3.4.2 Requests will be placed by Municipalities, which will also be responsible for payment to the Service Provider for the rental multifunction printers' services delivered and/or services rendered.
- 1.3.4.3 The Service Provider should note that orders will be placed as and when required during the contract period, and delivery points will be specified by the Municipality.
- 1.3.4.4 The instructions regarding the supply, dispatch, and submission of invoices must be strictly adhered to, and under no circumstances should the appointed Service Provider deviate from the instructions issued by the Municipalities.
- 1.3.4.5 The Municipality is under no obligation to accept any quantity/quantities exceeding the ordered quantity/quantities.

#### **Ordering Options**

- 1.3.4.6 The Municipality may order a complete printing solution. They may also order equipment only, services only (e.g., software to perform a certain service or function), accessories only, or a combination of these for a suitable and optimal printing solution.

### **1.3.5 DELIVERY**

- 1.3.5.1 Delivery by the Service Provider should be as per the stipulated delivery lead times. Delivery may also be as per any arrangements between the Service Provider and the Municipality as outlined in the delivery communication plan.
- 1.3.5.2 All deliveries must be accompanied by a delivery note stating the official purchase order number against which the delivery has been affected.
- 1.3.5.3 The Service Provider must deliver only the items and brands as awarded.
- 1.3.5.4 Deliveries not complying with the purchase order forms will be returned to the Service Provider at the appointed Service Provider's expense.
- 1.3.5.5 If at any time during the performance of obligations contained in the Contract the Service Provider should encounter conditions beyond their reasonable control which impede the timely delivery of the Goods and/or Services, the Service Provider shall notify the Municipality in writing, within 7 (seven) days of first having become aware of these conditions, of the facts of the delay, its cause(s) and its probable duration. As soon as practicable after receipt of the Service Provider's notice, the Municipality shall evaluate the situation and may at its discretion extend the time for Delivery.
- 1.3.5.6 Where additional time is granted, the Municipality shall also determine whether the Service Provider is entitled to payment for additional costs in respect thereof. The principle to be applied in this regard is that where the Municipality or any of its agents are responsible for the delay, reasonable costs shall be paid. In respect of delays that were beyond the reasonable control of both the Service Provider and the Municipality, additional time only (no costs) will be granted.
- 1.3.5.7 The Municipality shall notify the Service Provider in writing of its decision(s) in the above regard.
- 1.3.5.8 Subject to GCC Clause 25, if the appointed Service Provider fails to deliver any or all of the goods or perform the services within the period(s) specified in this contract, the Municipality shall, without prejudice to its other remedies under this contract, deduct from the schedule price, as a penalty, a sum calculated on the delivered price of the delayed rental multifunction printers services or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or service performance.

### **1.3.6 RENTAL MULTIFUNCTION PRINTERS' SOLUTION OFFERED (EQUIPMENT AND SOFTWARE)**

- 1.3.6.1 All equipment and software offered must be of the latest approved models as awarded.
- 1.3.6.2 All accessories, consumables, and spare parts must be supplied new, and no second-hand or refurbished accessories, consumables, or spare parts will be accepted.
- 1.3.6.3 The appointed Service Provider should ensure that the accessories, consumables, and spare parts of the awarded items are guaranteed to be available for the lease life of the awarded rental multifunction printers' solution.

### **1.3.7 TRAINING AND SUPPORT**

- 1.3.7.1 The Service Provider must be able to provide support from Monday to Friday 7:30am to 16:30 pm.
- 1.3.7.2 The Service Provider must be able to provide telephonic support.
- 1.3.7.3 The Service Provider must be able to provide Monthly incident reports.
- 1.3.7.4 The Service Provider must provide at least two (2) training sessions on the rental multifunction printers solution supplied to the Municipality, preferably during the

installation and commissioning period. The training will include the replacement of consumables such as toner cartridges.

- 1.3.7.5 The Service Provider shall leave a concise guide, such as a laminated card, for replacing toner cartridges. The timing of the second training session should be agreed upon between the appointed Service Provider and the Municipality.
- 1.3.7.6 The Municipality must provide a super-user to be trained by the Service Provider.
- 1.3.7.7 The Service Provider is required to provide training and training material for the installed rental multifunction printers solution.
- 1.3.7.8 Training can be in any suitable form agreed upon between the appointed Service Provider and the Municipality. It can also be on-demand training and quick reference guides accessible online, to facilitate optimal use of the rental multifunction printer's solution.
- 1.3.7.9 Arrangements for training at the delivery of leased equipment or at commissioning of leased rental multifunction printers' services may be concluded between the appointed Service Provider and the Municipality.
- 1.3.7.10 The Service Provider may also provide video training as refreshers for the Municipality.
- 1.3.7.11 Any additional training required by the Municipality beyond the maximum of two (2) sessions indicated in subsection 1.3.7.4 will be offered by the Service Provider at the Municipality's cost.

### **1.3.8 SERVICE AND MAINTENANCE**

- 1.3.8.1 Technical assistance response time of no more than 3 hours
- 1.3.8.2 Technical assistance/resolution turnaround time (after responding to the call) will be agreed upon with the bidder subject to technical issue logged.
- 1.3.8.3 Service and maintenance must cover a fully functional rental multifunction printer's solution as specified in Section B of the technical specifications, including consumables, hardware warranty, support, required accessories, standard power and interface cables, user guide, and on-site delivery.
- 1.3.8.4 Maintenance by the Service Provider should ensure the rental multifunction printers services run efficiently with limited downtime.
- 1.3.8.5 Where equipment is faulty and cannot be fixed on-site, a loaner equipment must be offered during the repair period by the appointed Service Provider to the Municipality. When the equipment is removed from the Municipality's premises, it must be exchanged with the loaner equipment.
- 1.3.8.6 The maintenance period of thirty-six (36) months will be effective from the date of commissioning of the equipment under lease.
- 1.3.8.7 Service and maintenance will be detailed in the contract upon agreement on the service and maintenance plans to be submitted as an Annexure at the closing date and time.

### **1.3.9 REPLACEMENT AND AUGMENTATION OF EQUIPMENT**

- 1.3.9.1 Should any equipment become irreparable or repeatedly malfunction (three or more failures within six months), the Service Provider must replace it with new equipment of the same or better specifications at no additional cost to the Municipality.
- 1.3.9.2 Replacement equipment must be delivered, installed, and commissioned within thirty (30) days from the date of confirmation that the equipment is irreparable or repeatedly malfunctioning.

- 1.3.9.3 Request of device scalability. The bidder should be able to provide additional devices/features as when we required.
- 1.3.9.4 The Service Provider is responsible for the removal of the faulty equipment and installation of the replacement equipment.
- 1.3.9.5 All costs related to the replacement of equipment, including transportation, installation, and commissioning, are to be borne by the Service Provider.

**1.3.10 WARRANTY**

- 1.3.10.1 The Service Provider must warrant that all equipment provided under this contract will be free from defects in material and workmanship for the duration of the lease period.
- 1.3.10.2 Any equipment found to be defective during the warranty period must be repaired or replaced by the Service Provider at no cost to the Municipality.
- 1.3.10.3 The warranty must cover the full repair or replacement of the equipment, including all associated costs such as labour, transportation, and installation.

**1.3.11 PRICING AND PAYMENT TERMS**

- 1.3.11.1 The pricing for the rental multifunction printer's solution must be firm for the initial thirty-six (36) month lease period.
- 1.3.11.2 Pricing must include all costs associated with the delivery, installation, commissioning, training, service, and maintenance of the rental multifunction printer's solution.
- 1.3.11.3 The Municipality shall pay the Service Provider within thirty (30) days of receipt of a valid and undisputed invoice, in accordance with the latest Instruction Note of payments to Service Providers.
- 1.3.11.4 Invoices must be submitted in accordance with the instructions on the official purchase order form. Failure to do so may result in delays in payment.

**1.3.12 REPORTING OBLIGATIONS**

- 1.3.12.1 As required by section 116(2)(b) of the Local Government: Municipal Financial Management Act 56 of 2003, the Municipality shall monitor the performance of the Service Provider on at least a monthly basis, and the Service Provider agrees to provide the Municipality with its full cooperation in this regard.
- 1.3.12.2 The Service Provider shall complete, sign and submit with each delivery note, all the documents as required in the Specifications including Monthly Services Offered Reports. Any failure in this regard may result in a delay in the processing of payments.

**1.3.13 LIABILITY AND INDEMNITY**

- 1.3.13.1 The Service Provider shall be liable for any damage to the Municipality's property or injury to persons arising from the Service Provider's negligence or that of their employees or subcontractors.
- 1.3.13.2 The Service Provider must indemnify the Municipality against any claims, damages, losses, and expenses arising from the performance of the contract, including any infringement of third-party rights.
- 1.3.13.3 The Service Provider must maintain adequate insurance coverage to fulfil its obligations under this contract and provide proof of such insurance upon request by the Municipality.

**1.3.14 DISPUTE RESOLUTION**

- 1.3.14.1 Any disputes between the Parties arising from this contract shall be resolved amicably through mutual consultation.
- 1.3.14.2 If the Parties are unable to resolve the dispute through consultation, the matter shall be referred to arbitration in accordance with the rules of the Arbitration Foundation of Southern Africa (AFSA).
- 1.3.14.3 The decision of the arbitrator shall be final and binding on both Parties.

**1.3.15 CONFIDENTIALITY**

- 1.3.15.1 The Service Provider shall treat all information provided by the Municipality as confidential and shall not disclose such information to any third party without the prior written consent of the Municipality.
- 1.3.15.2 This obligation of confidentiality shall survive the termination or expiration of this contract.

**1.3.16 COMPLIANCE WITH LAWS AND REGULATIONS**

- 1.3.16.1 The Service Provider must comply with all applicable laws, regulations, and standards in the performance of this contract.
- 1.3.16.2 The Service Provider must obtain and maintain all necessary permits, licenses, and approvals required for the performance of this contract.

**1.3.17 TERMINATION FOR CONVENIENCE**

- 1.3.17.1 The Municipality reserves the right to terminate this contract, or any part thereof, for convenience by providing the Service Provider with thirty (30) days' written notice.
- 1.3.17.2 In the event of such termination, the Municipality shall be liable only for payment for the rental multifunction printers' services provided up to the effective date of termination.

**1.3.18 NOTICES**

- 1.3.18.1 Any notice required or permitted to be given under this contract shall be in writing and delivered by hand, or sent by registered mail, courier, or electronic mail to the respective addresses of the Parties as indicated in the contract.
- 1.3.18.2 Notices shall be deemed to have been received either:
  - a) On the date of delivery if delivered by hand.
  - b) Five (5) days after posting if sent by registered mail.
  - c) On the date of delivery if sent by courier.
  - d) On the date of transmission if sent by electronic mail.

**1.3.19 SEVERABILITY**

- 1.3.19.1 If any provision of this contract is found to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.
- 1.3.19.2 The Parties shall negotiate in good faith to replace the invalid or unenforceable provision with a valid and enforceable provision that achieves the intended commercial outcome.

## **SECTION 1.4: SPECIFICATION AND SCOPE OF WORK.**

### **PURPOSE**

The purpose of this specification is to recommend approval to proceed with the tendering and implementation process for acquiring a suitable service provider for the supply, delivery, and installation of rental multifunction printers at Gamagara Local Municipality for a period of 36 months.

### **BACKGROUND**

This bid seeks to appoint a suitable service provider to supply and maintain multifunction printers over a period of 36 months. Gamagara Local Municipality invites service providers to supply, deliver, and install multifunction network printers under an operating lease agreement, including the provision of printer maintenance and support services.

The service provider must optimize Gamagara Local Municipality's printing environment, maintain and support all printing devices, supply printing consumables (excluding paper), install and remove devices, and provide monthly reports on colour and monochrome (b/w) printing. Additionally, the provider should monitor and reduce unnecessary paper usage and printing costs.

Bids are invited from qualified service providers with experience in the supply, delivery, and installation of rental multifunction printers. The service provider must be capable of delivering these services to Gamagara Local Municipality's head office and all substations (Kathu Workshop, Kathu Traffic, Kathu Fire and Rescue, Kathu Parks, Olifantshoek, Siyathemba, Dibeng and Mapoteng) and other locations within the municipal jurisdiction as follows: -

The following are Outstations across Gamagara Local Municipality's jurisdiction:

NAME OF SCHEME	DISTANCE TO LOCATION FROM H.O.	NUMBER OF EMPLOYEES
Kathu Main Building (Head Office)	0 km	+ - 150
Kathu Parks	3 km	+ - 20
Kathu Fire and Rescue	3 km	+ - 20
Technical Engineering Workshop	5 km	+ - 20
Kathu Traffic Station	5 km	+ - 20
Dibeng Office	22 km	+ - 20
Olifantshoek Office/Library	50 km	+ - 20
Olifantshoek Technical Workshop	50 km	+ - 20

CATEGORY 1 MFP, COLOUR A4, 30PPM OFFICE MULTIFUNCTION PRINTER (PRINT, COPY, SCAN), COLOUR

<b>MULTIFUNCTION PRINTER - CATEGORY 1: COLOUR A4, 30PPM</b>		
<b>Make:</b>		
<b>Model:</b>		
<b>SPECIFICATION/SCOPE OF SOLUTION</b>	<b>RESPONSE</b>	<b>COMMENT</b>
<b>SOLUTION REQUIREMENTS (MANDATORY)</b>		
<b>Office multifunction printer (print, copy, scan), colour, A4, 30ppm, 5 000 prints per month</b>	Yes	
<b>This specification is for a complete solution based on the stated client business requirement. Solutions must include all components specified here, as well as those optionally specified in the request, including required accessories, consumables and software licences</b>	Yes	
<b>PRINT VOLUMES AND DUTY CYCLE:</b>		
<b>Supported monthly print volume: 5 000 pages/month (80gsm paper)</b>	Yes	
<b>Municipal supported monthly print volume (A4 pages)</b>	=>12200	
<b>Municipal rated engine life (A4 pages)</b>	440000	
<b>A4 print speed at standard resolution and quality: 30ppm</b>	Yes	
<b>Municipal A4 print speed (ppm)</b>	33	
<b>Input capacity: 500 sheets</b>	Yes	

<b>Output capacity: 150 sheets</b>	Yes	
<b>Automatic duplex printing and scanning</b>	Yes	
<b>Bypass tray/manual feed</b>	Yes	
<b>USB interface: both Device and Host (types B and A)</b>		
	Yes	
<b>Ethernet interface: 100BaseT</b>	Yes	
<b>Printer languages: PCL5e</b>	Yes	
<b>Postscript preferred</b>	Yes	
<b>This section specifies mandatory solution capabilities and components that must be supplied by the offered solution (included in the solution price, implemented and fully functional across all subsystems).</b>	Yes	
<b>SLA included in solution price: on-site with full coverage (parts and labour for entire solution, including upgrades and accessories) during office hours (7:30 - 16:30), with 4-hour call follow-up and next business day resolution for entire contract period SCOPE OF SOLUTION</b>	Yes	
<b>Cloud print management (proof attached)</b>	Yes	
<b>STANDARD COMPONENTS (INCLUDED IN SOLUTION PRICE)</b>		
<b>This section specifies functionality and services that must be included in the solution price. All other components are priced separately in Prices Schedule Section.</b>		
<b>Fully functional base unit as specified, including consumables, hardware warranty, support SLA, required accessories, standard power and interface cables, user guides, packaging and on-site delivery</b>	Yes	
<b>SOFTWARE:</b>		
<b>Drivers and supporting software for supported operating systems</b>	Yes	
<b>Device management software (including any required licences, server components, etc.)</b>	Yes	
<b>BUNDLED SERVICES:</b>		
<b>On-site installation and configuration, network connection</b>	Yes	
<b>Secure configuration: device must be set up with passwords and access control to prevent unauthorised setup changes, both via front panel and network</b>	Yes	
<b>System management: device must be set up to send regular alerts, status reports, error messages and usage statistics to an on-site or off-site service, depending on client requirement. Off-site</b>	Yes	

communications must be via secure e-mail (SMTP) to comply with Municipality's security policies		
End-user training (once-off) of at least 1 hour for 5-10 users	Yes	
On-site/On-line training material and how-to guides	Yes	
Surge and lightning protection	Yes	

MFPC2 MFP, COLOUR A3, 30PPM OFFICE MULTIFUNCTION PRINTER (PRINT, COPY, SCAN), COLOUR

<b>MULTIFUNCTION PRINTER - CATEGORY 2: COLOUR A3, 30PPM</b>		
<b>Make:</b>		
<b>Model:</b>		
<b>SPECIFICATION/SCOPE OF SOLUTION</b>	<b>RESPONSE</b>	<b>COMMENT</b>
<b>SOLUTION REQUIREMENTS (MANDATORY)</b>		
This section specifies mandatory solution capabilities and components that must be supplied by the offered solution (included in the solution price, implemented and fully functional across all subsystems).		
<b>SCOPE OF SOLUTION</b>		
Office multifunction printer (print, copy, scan), colour, A3, 30ppm, 15 000 prints per month	Yes	
This specification is for a complete solution based on the stated client business requirement. Solutions must include all components specified here, as well as those optionally specified in the request, including required accessories, consumables and software licences	Yes	
<b>PRINT VOLUMES AND DUTY CYCLE:</b>		
Supported monthly print volume: 15 000 pages/month (80gsm paper)	Yes	
Municipal supported monthly print volume (A4 pages)	=>41600	
Municipal rated engine life (A4 pages)	1500000	
A4 print speed at standard resolution and quality: 30ppm	Yes	
Municipal A4 print speed (ppm)	30	
<b>PAPER HANDLING:</b>		
Input capacity: 1 000 sheets	Yes	
Output capacity: 250 sheets	Yes	
Automatic duplex printing and scanning	Yes	
Bypass tray/manual feed	Yes	
<b>CONNECTIVITY:</b>		
USB interface: both Device and Host (types B and A)		

<b>Ethernet interface: 100BaseT</b>	Yes	
<b>Printer languages: PCL5e</b>	Yes	
<b>Postscript preferred</b>	Yes	
<b>Open architecture system with colour touch screen and sufficient on-board storage to allow printer-based applications to be deployed at the device level, i.e. to enable higher-level functionality such as follow-me printing and user-level print management</b>	Yes	
<b>SLA included in solution price: on-site with full coverage (parts and labour for entire solution, including upgrades and accessories) during office hours (7:30 - 16:30), with 4-hour call follow-up and next business day resolution for entire contract period</b>	Yes	
<b>Cloud print management (proof attached)</b>	Yes	
<b>This section specifies functionality and services that must be included in the solution price. All other components are priced separately in Prices Schedule Section.</b>		
<b>Fully functional base unit as specified, including consumables, hardware warranty, support SLA, required accessories, standard power and interface cables, user guides, packaging and on-site delivery</b>	Yes	
<b>SOFTWARE:</b>		
<b>Drivers and supporting software for supported operating systems</b>	Yes	
<b>Device management software (including any required licences, server components, etc.)</b>	Yes	
<b>BUNDLED SERVICES:</b>		
<b>On-site installation and configuration, network connection</b>	Yes	
<b>Secure configuration: device must be set up with passwords and access control to prevent unauthorised setup changes, both via front panel and network</b>	Yes	
<b>System management: device must be set up to send regular alerts, status reports, error messages and usage statistics to an on-site or off-site service, depending on client requirement. Off-site communications must be via secure e-mail (SMTP) to comply with Municipality's security policies</b>	Yes	
<b>End-user training (once-off) of at least 1 hour for 5-10 users</b>	Yes	
<b>On-site/On-line training material and how-to guides</b>	Yes	
<b>Surge and lightning protection</b>	Yes	
<b>Floor-standing configuration</b>	Yes	

<b>MULTIFUNCTION PRINTER - CATEGORY 3: COLOUR A3, 60PPM</b>		
<b>Make:</b>		
<b>Model:</b>		
<b>SPECIFICATION/SCOPE OF SOLUTION</b>	<b>RESPONSE</b>	<b>COMMENT</b>
<b>SOLUTION REQUIREMENTS (MANDATORY)</b>		
This section specifies mandatory solution capabilities and components that must be supplied by the offered solution (included in the solution price, implemented and fully functional across all STANDARD COMPONENTS (INCLUDED IN SOLUTION PRICE) subsystems).		
<b>SCOPE OF SOLUTION</b>		
Office multifunction printer (print, copy, scan), colour, A3, 60ppm, 40 000 prints per month	Yes	
This specification is for a complete solution based on the municipal requirement. Solutions must include all components specified here, as well as those optionally specified in the request, including required accessories, consumables and software licences	Yes	
<b>PRINT VOLUMES AND DUTY CYCLE:</b>		
Supported monthly print volume: 40 000 pages/month (80gsm paper)	Yes	
Municipal supported monthly print volume (A4 pages)	=>1500000	
Municipal rated engine life (A4 pages)	3200000	
A4 print speed at standard resolution and quality: 60ppm	Yes	
Municipal A4 print speed (ppm)	65	
<b>PAPER HANDLING:</b>		
Input capacity: 2 000 sheets	Yes	
Output capacity: 500 sheets	Yes	
Automatic duplex printing and scanning	Yes	
Single-pass duplex ADF (SPADF)	Yes	
Bypass tray/manual feed	Yes	
Finisher: 50-sheet in-line stapler	Yes	
<b>CONNECTIVITY:</b>		
USB interface: both Device and Host (types B and A)	Yes	
Ethernet interface: 1000BaseT (Gigabit)	Yes	
<b>PRINTER LANGUAGES:</b>		
PCL5e Postscript	Yes	
Open architecture system with colour touch screen and sufficient on-board storage to allow printer-based applications to be deployed at the	Yes	

device level, i.e. to enable higher-level functionality such as follow-me printing and user-level print management		
SLA included in solution price: on-site with full coverage (parts and labour for entire solution, including upgrades and accessories) during office hours (7:30 - 16:30), with 4-hour call follow-up and next business day resolution for entire contract period	Yes	
Cloud print management (proof attached)	Yes	
<b>STANDARD COMPONENTS (INCLUDED IN SOLUTION PRICE)</b>		
This section specifies functionality and services that must be included in the solution price. All other components are priced separately in Prices Schedule Section.		
Fully functional base unit as specified, including consumables, hardware warranty, support SLA, required accessories, standard power and interface cables, user guides, packaging and on-site delivery	Yes	
<b>SOFTWARE:</b>		
Drivers and supporting software for supported operating systems	Yes	
Device management software (including any required licences, server components, etc.)	Yes	
<b>BUNDLED SERVICES:</b>		
On-site installation and configuration, network connection	Yes	
Secure configuration: device must be set up with passwords and access control to prevent unauthorised setup changes, both via front panel and network	Yes	
System management: device must be set up to send regular alerts, status reports, error messages and usage statistics to an on-site or off-site service, depending on client requirement. Off-site communications must be via secure e-mail (SMTP) to comply with Municipality's security policies	Yes	
End-user training (once-off) of at least 1 hour for 5-10 users	Yes	
On-site/On-line training material and how-to guides	Yes	
Surge and lightning protection	Yes	
Floor-standing configuration	Yes	

POSTSCRIPT LARGE FORMAT MULTIFUNCTION PRINTER - CATEGORY 4: 180 A1/HR, 19.3 SEC/A1 (PRINT, COPY, SCAN)

<b>POSTSCRIPT LARGE FORMAT MULTIFUNCTION PRINTER - CATEGORY 4: 180 A1/HR, 19.3 SEC/A1</b>	<b>NUMBER OF UNITS REQUIRED</b>	<b>1</b>
<b>Make:</b>		
<b>Model:</b>		
<b>SOLUTION REQUIREMENTS (MANDATORY)</b>	<b>RESPONSE</b>	<b>COMMENT</b>
<b>This section specifies mandatory solution capabilities and components that must be supplied by the offered solution (included in the solution price, implemented and fully functional across all subsystems).</b>		
<b>SCOPE OF SOLUTION</b>		
<b>Multifunction large-format printer (print, copy, scan) for CAD and graphics applications, colour A0, 180 A1/hr, 19.3 sec/A1, 1000 prints/month</b>	Yes	
<b>Large-format scanner bundled in solution</b>	Yes	
<b>This specification is for a complete solution based on the municipal business requirement. Solutions must include all components specified here, as well as those optionally specified in the municipal request, including required accessories, consumables and software licences</b>	Yes	
<b>Media types: Bond and coated paper (bond, coated, heavyweight coated, super heavyweight plus matte, colored), technical paper (natural tracing, translucent bond, vellum), film (clear, matte, polyester), photographic paper (satin, gloss, semi-gloss, matte, high-gloss), backlit, self-adhesive (two-view cling, indoor paper, polypropylene, vinyl)</b>	Yes	
<b>Support for cut sheets preferred</b>	No	
<b>Scanner type</b>	Sheetfed, CIS (Contact Image Sensor)	
<b>Supported monthly print volume (maximum): 1000 pages/month (bond paper)</b>	Yes	
<b>Municipal supported monthly print volume (A0 pages)</b>	580	
<b>Municipal rated engine life (A0 pages)</b>	35000	
<b>Colour print speed in fastest print mode: 1 A0 ppm</b>	Yes	
<b>Municipal rated A0 print speed (ppm)</b>	1,6	
<b>CONNECTIVITY:</b>		

<b>Gigabit Ethernet (1000Base-T), Wi-Fi (with optional Jetdirect accessory), supporting the following standards: TCP/IP, BootP/DHCP (IPv4 only), DHCPv6, TFTP (IPv4 only), SNMP (v1, v2c, v3), Apple Bonjour Compatible, WS Discovery, Embedded Web Server (HTTP, HTTPS), IPsec, SMTP (email), Raw IP printing (9100), LPD, IPP, WS print, NTLM v2, SMBv3, SSL/TLS, 802.1X authentication (LEAP, PEAP, EAP-TLS), DFS</b>	Yes	
<b>USB interface</b>	Yes	
<b>Print from and scan to USB storage preferred</b>	Yes	
<b>Printer languages: PCL6 and PostScript preferred</b>	Yes	
Printer emulations / languages supported: Adobe PostScript 3, Adobe PDF 1.7, HP-GL/2, HP-RTL, TIFF, JPEG, CALS G4	Yes	
<b>System must support job accounting to allow detailed cost break-down and analysis for billing purposes</b>	Yes	
Device must allow replenishment of consumables and media without restarting the printing job preferred		
SLA included in solution price: on-site with full coverage (all consumables, parts and labour for entire solution, including upgrades and accessories) during office hours (7:30 - 16:30), with 4-hour call follow-up and next business day resolution for entire rental/agreement period (3 years, or 5 years if extended)	Yes	
Preventative maintenance bundled in solution price: regular service of system, including inspection, cleaning and reporting on system health as required to ensure reliable operation of solution	Yes	
<b>STANDARD COMPONENTS (INCLUDED IN SOLUTION PRICE)</b>		
This section specifies functionality and services that must be included in the solution price. All other components maybe priced separately.		
Fully functional solution as specified, including consumables, hardware warranty, support SLA, required accessories, standard power and interface cables, user guide and on-site delivery	Yes	
<b>SOFTWARE:</b>		
Drivers and supporting software for supported operating systems	Yes	
Device management software (including any required licences, server components, etc.)	Yes	
Supplier capability: all suppliers of this product to municipality must be certified, trained and supported by the OEM to supply, install and	Yes	

maintain the offered solution (model). Proof must be attached to the submission.		
On-site installation and configuration, network connection	Yes	
Secure configuration: device must be set up with passwords and access control to prevent unauthorised setup changes, both via front panel and network	Yes	
System management: device must be set up to send regular alerts, status reports, error messages and usage statistics to an on-site or off-site service, depending on municipal requirement. Off-site communications must be via secure e-mail (SMTP) to comply with Municipality's security policies	Yes	
End-user training (once-off) of at least 1 hour for 5-10 users	Yes	
On-site/On-line training material and how-to guides	Yes	
Preventative maintenance as specified	Yes	
Surge and lightning protection adequate for full system configuration, including LAN and PSTN cables	Yes	
Floor stand with media roll holder	Yes	

## SECTION 1.5: EVALUATION CRITERIA

- This bid entails administrative compliance and functionality as a criteria for evaluation, therefore it will be evaluated in two phases.
- The first phase will evaluate administrative compliance according to the criteria listed below:
- The validity period of the bid is 90 days.
- Bidders are to fully complete/provide the technical data sheet of the Specifications, for each category of MFP, with supporting catalogue/ brochure appended.
- The bidder must submit their Central Supplier Database Report.

### 1.5.1 PHASE 1: ADMINISTRATIVE COMPLIANCE EVALUATION

#### MANDATORY DOCUMENTS.

- **ANY BIDDER WHO DOES NOT FULFILL THESE REQUIREMENTS WILL BE DISQUALIFIED AND NOT EVALUATED FURTHER.**

#### 1.5.1.1 Company Registration with OEM.

To be declared responsive, the bidder MUST be authorised by the OEM or an Accredited Distributor to sell/distribute the goods, support and manage any warranty processes and escalations, as and when required. Proof of such authorisation must be submitted with the tender document as follows:

NAME OF OEM/ ACCREDITED DISTRIBUTOR	DATE OF ISSUE

## 1.5.2 PHASE 2: FUNCTIONALITY EVALUATION

### 1.5.2.1 Experience of Company

Company needs to have experience in the Supply, Delivery, Installation and Maintenance of Production Multifunctional Printers. In addition, for each project listed, a reference letter must be appended, that corresponds with completed information on the relevant returnable.

Each reference letter must include the following:

- 1) Must be on a letterhead,
- 2) Must be signed by the client,
- 3) Must detail the start and end date of project and;

Please respond to this functional requirement and provide evidence to your response in table below:

NAME OF CLIENT	PROJECT DESCRIPTION	PROJECT START DATE	PROJECT END DATE	CONTACT DETAILS

### 1.5.2.2 Support Staff

- Support Staff must either be in the employment of the Bidder or have a commitment or agreement in place with the Bidder and/or to this contract upon the award of the Tender.
- Support Staff assigned to this project, must be certified by the Original Equipment Manufacturer (OEM ) to do repairs, maintenance and support.
- A confirmatory letter/certification by the OEM in the name of the Support Staff must be appended, that corresponds with completed information on the relevant returnable.

Each confirmatory letter/certification must include the following:

- 1) Must be on a letterhead,
- 2) Must be signed by the OEM,
- 3) Must detail the date of issue.

NAME OF CERTIFIED SUPPORT STAFF		ACCREDITATION YES/NO
1		
2		
3		
4		
5		
6		
7		
8		

**Attach Certificate(s)**

- The second phase will evaluate functionality according to the criteria listed in the table below:

FUNCTIONALITY (TECHNICAL) EVALUATION CRITERIA					
No	EVALUATION CRITERIA	SCORING PRINCIPLE	RETURNABLE SCHEDULE	RATING	WEIGHTING SCORE
1.	<b>Company Experience</b> – organisation level. The bidder must have successfully completed providing the rental or leasing of multifunction printers.	Three (3) or more reference letters in providing the leasing or rental of multifunction printers to a client.	The Bidder must provide reference letters from having successfully completed and/ active contracts. (Within the past five (5) years).  Bidder must provide signed contactable reference letters on the referring company letterhead.	50	
		Two (2) reference letters in providing the leasing or rental of multifunction printers to a client.		35	
		One (1) reference letter in providing the leasing or rental of multifunction printers to a client.		10	
<b>FAILURE TO PROVIDE REREFERENCE LETTERS IN RELATION TO THE BID WILL LEAD TO THE BIDDER SCORING ZERO.</b>					

2.	<b>Experience and Competency</b> of the support staff responsible for the installation and configuration of the devices.	CVs of three (3) support staff with OEM Competency.	OEM Competency certificate and Curriculum Vitae (CV's) of all the proposed support staff.	40	
		CVs of two (2) support staff with OEM Competency.		25	
		CV of one(1) support staff with OEM Competency		10	
<b>FAILURE TO PROVIDE THE CV'S AND THE COMPETENCY CERTIFICATION WILL LEAD TO THE BIDDER SCORING ZERO.</b>					
Minimum threshold				60	
Total				90	

**NB: Bids that fail to score a minimum of 60 out of 90 points for functionality will not be eligible for further consideration.**

**SECTION 1.6: MUNICIPAL RATES AND SERVICES**

Names of Directors	Physical residential address of the Director/Partner/Senior Manager	Residential Municipal Account number(s)	Name of Municipality

**NB: Please attach copy/copies of Municipal Account(s)**

- **If the directors of the company are leasing, the lease should be attached.**
- **If the directors reside in rural areas, a proof residence from the tribal authority must be submitted.**
- **Failure to submit will result in disqualification.**

Name of bidder/company	Physical residential address of the company	Residential Municipal Account number(s)	Name of Municipality

**NB: Please attach copy/copies of Municipal Account(s)**

- **If the company is leasing, the lease should be attached.**
- **If the company operates in rural areas, a proof business address from the tribal authority must be submitted.**

**Failure to submit will result in disqualification.**

- 1.6.1. Company municipal account / lease agreement / proof of residence from tribal authority (whichever is applicable)
- 1.6.2. The account must not be, older than one month prior to the closing date of this tender and owing for more than 90 days.
- 1.6.3. Company director/s' municipal account / lease agreement / proof of residence from tribal authority (whichever is applicable)
- 1.6.4. The account must not be, older than one month prior to the closing date of this tender and owing for more than 90 days.
- 1.6.5. In case of the joint venture, both companies must submit municipal account / lease agreement / proof of residence from tribal authority (whichever is applicable).

**DECLARATION**

**I, THE UNDERSIGNED (NAME) .....**

**CERTIFY THAT THE INFORMATION FURNISHED ABOVE IS CORRECT. I ACCEPT THAT THE STATE MAY ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**SECTION 1.7: AUTHORITY FOR SIGNATORY**

We, the undersigned, hereby authorize Mr / Mrs / Ms

..... acting in his/her capacity as

..... of the business trading as

..... to sign all documentation in connection with

Tender .....

<b>NAME OF MEMBERS / DIRECTORS</b>	<b>SIGNATURE</b>	<b>DATE</b>

Note: If bidders attached a copy of board resolution for their Authorised Signatory, it is not necessary to complete this form.

**SECTION 1.8: MUNICIPAL BIDDING DOCUMENTS**

**1.8.1 MBD1: INVITATION TO BID**

**APPOINTMENT OF A SERVICE PROVIDER FOR THE SUPPLY, DELIVERY AND INSTALLATION OF RENTAL MULTIFUNCTION PRINTERS AT GAMAGARA LOCAL MUNICIPALITY FOR A PERIOD OF 36 MONTHS**

**PART A**

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE GAMAGARA LOCAL MUNICIPALITY</b>						
BID NUMBER:	<b>GM2025/119</b>	CLOSING DATE:	<b>31 MARCH 2026</b>	CLOSING TIME:	<b>10:00</b>	
DESCRIPTION	<b>APPOINTMENT OF A SERVICE PROVIDER FOR THE SUPPLY, DELIVERY AND INSTALLATION OF RENTAL MULTIFUNCTION PRINTERS AT GAMAGARA LOCAL MUNICIPALITY FOR A PERIOD OF 36 MONTHS</b>					
Briefing session	<b>11 MARCH 2026</b>	Time	<b>10:00</b>	Online via Teams Request link to join: <b>gm2025-119@gamagara.gov.za</b>	Compulsory	<b>Yes</b>
<b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).</b>						

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT

<b>Cnr Hendrik van Eck &amp; Frikkie Meyer Roads</b>						
<b>Kathu</b>						
<b>8446</b>						
<b>SUPPLIER INFORMATION</b>						
NAME OF BIDDER						
POSTAL ADDRESS						
STREET ADDRESS						
TELEPHONE NUMBER	CODE		NUMBER			
CELLPHONE NUMBER						
FACSIMILE NUMBER	CODE		NUMBER			
E-MAIL ADDRESS						
VAT REGISTRATION NUMBER						
TAX COMPLIANCE STATUS	TCS PIN:		<b>AND</b>	CSD 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	<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES &amp; QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]</b>			
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3 ]
TOTAL NUMBER OF ITEMS OFFERED		TOTAL BID PRICE	R
SIGNATURE OF BIDDER	.....	DATE	
CAPACITY UNDER WHICH THIS BID IS SIGNED			
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:</b>		<b>TECHNICAL INFORMATION MAY BE DIRECTED TO:</b>	
DEPARTMENT	SCM	DEPARTMENT	ICT
CONTACT PERSON	Mrs J Nampa	CONTACT PERSON	Mr T Tshekedi
TELEPHONE NUMBER	053 723 6000	TELEPHONE NUMBER	053 723 6000
FACSIMILE NUMBER	053 723 2021	FACSIMILE NUMBER	053 723 2021
E-MAIL ADDRESS	<a href="mailto:nampaj@gamagara.gov.za">nampaj@gamagara.gov.za</a>	E-MAIL ADDRESS	<a href="mailto:tshekedit@gamagara.gov.za">tshekedit@gamagara.gov.za</a>

**PART B  
TERMS AND CONDITIONS FOR BIDDING**

**1. BID SUBMISSION:**

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR ONLINE**
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.

**2. TAX COMPLIANCE REQUIREMENTS**

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.
- 2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.
- 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS / PIN / CSD NUMBER.
- 2.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

**3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS**

- 3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?  YES  NO
- 3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA?  YES  NO
- 3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?  YES  NO
- 3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?  YES  NO
- 3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?  YES  NO

**IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.**

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

SIGNATURE OF BIDDER:.....

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

DATE: .....

**1.8.2 MBD 3.1 – PRICING SCHEDULE – FIRM PRICES**

**NOTE:**

- 1 ONLY FIRM PRICES WILL BE ACCEPTED. NON-FIRM PRICES (INCLUDING PRICES SUBJECT TO RATES OF EXCHANGE VARIATIONS) WILL NOT BE CONSIDERED
- 2 RESPONDENTS ARE TO NOTE THAT GAMAGARA LOCAL MUNICIPALITY WILL ROUND FINAL SCORE PRICING SCORES TO THE NEAREST 2 DECIMAL PLACES. RESPONDENTS ARE REQUIRED TO COMPLETE THE TABLE BELOW:
- 3 FOR FAIR COMPARISON, ALL BIDDERS MUST QUOTE PRICES AND INDICATE VAT PORTION (IF APPLICABLE).
- 4 OFFER TO BE VALID FOR 90 DAYS FROM THE CLOSING DATE OF THE BID.
- 5 PRICE ESCALATION SHALL NOT EXCEED 15% ON YEARLY BASIS.

**PRICING SCHEDULE – FIRM PRICES (MULTIFUNCTION PRINTER - CATEGORY 1: COLOUR A4, 30PPM)**

MULTIFUNCTION PRINTER - CATEGORY 1: COLOUR A4, 30PPM	Make:			
	Model:			
		COST(R)/ ITEM	YR 2 ESC(%)	YR 3 ESC(%)
All-inclusive monthly rental amount for offered system, including all components and capabilities specified as standard in specification.	Monthly			
Copy charge, Black	Cpc			
Copy charge, Colour	Cpc			
Additional technical support per hour (over and above standard SLA)	Hourly			
Installation of software (e.g. drivers) on multiple clients (hourly rate)	Hourly			
Additional end-user training (hourly rate)	Hourly			
Configuration of printer in line with the internal municipal printing policy (hourly rate)	Hourly			
General service related to functioning of the device (hourly rate)	Hourly			
Connection of device to client's directory service (e.g. AAD)	Hourly			
On-site resource (hourly rate)	Hourly			
Integration into ICT systems back-end (e.g. Enterprise Content Management (ECM) such as Financial and Document Management system)	Hourly			

Set up user accounts/logins, mailboxes, access, preferences	Hourly			
Additional paper tray, 500 sheets	Monthly			
OEM print and device management tool	Monthly			
Brand-independent print and device management tool	Monthly			
Advanced optical character recognition (OCR) software	Monthly			
Configuration and deployment tools	Monthly			
Floor stand/cabinet	Monthly			
Wi-Fi interface	Monthly			
Card / biometric / NFC reader	Monthly			
<b>CATEGORY 1: UNIT TOTAL COST</b>	<b>R</b>			

**PRICING SCHEDULE – FIRM PRICES (MULTIFUNCTION PRINTER - CATEGORY 2: COLOUR A3, 30PPM)**

MULTIFUNCTION PRINTER - CATEGORY 2: COLOUR A3, 30PPM	Make:			
	Model:			
		COST(R)/ ITEM	YR 2 ESC(%)	YR 3 ESC(%)
All-inclusive monthly rental amount for offered system, including all components and capabilities specified as standard in Section 1	Monthly			
Copy charge, Black	Cpc			
Copy charge, Colour	Cpc			
Additional technical support per hour (over and above standard SLA)	Hourly			
Installation of software (e.g. drivers) on multiple clients (hourly rate)	Hourly			
Additional end-user training (hourly rate)	Hourly			
Configuration of printer in line with the internal municipal printing policy (hourly rate)	Hourly			
General service related to functioning of the device (hourly rate)	Hourly			

Connection of device to client's directory service (e.g. AAD)	Hourly			
On-site resource (hourly rate)	Hourly			
Integration into ICT systems back-end (e.g. Enterprise Content Management (ECM) system) (hourly rate)	Hourly			
Set up user accounts/logins, mailboxes, access, preferences	Hourly			
Additional paper tray, 500 sheets	Monthly			
In-line stapler	Monthly			
2- and 4-hole punch	Monthly			
Booklet maker	Monthly			
OEM print and device management tool	Monthly			
Brand-independent print and device management tool	Monthly			
Advanced optical character recognition (OCR) software	Monthly			
Configuration and deployment tools	Monthly			
Floor stand/cabinet	Monthly			
Wi-Fi interface	Monthly			
Card / biometric / NFC reader	Monthly			
Staples for finisher	Monthly			
Punch die kit	Monthly			
Card / biometric / NFC reader	Monthly			
<b>CATEGORY 2: UNIT TOTAL COST</b>				<b>R</b>

**PRICING SCHEDULE – FIRM PRICES (MULTIFUNCTION PRINTER - CATEGORY 3: COLOUR A3, 60PPM)**

MULTIFUNCTION PRINTER - CATEGORY 3: COLOUR A3, 60PPM	Made:			
	Model:			
		COST(R)/ ITEM	YR 2 ESC(%)	YR 3 ESC(%)
All-inclusive monthly rental amount for offered system, including all components and capabilities specified as standard in specification.	Monthly			
Copy charge, Black	Copy			
Copy charge, Colour	Copy			
Additional technical support per hour (over and above standard SLA)	Hourly			
Installation of software (e.g. drivers) on multiple clients (hourly rate)	Hourly			

<b>Additional end-user training (hourly rate)</b>	Hourly			
<b>Configuration of printer in line with the internal municipal printing policy (hourly rate)</b>	Hourly			
<b>General service related to functioning of the device (hourly rate)</b>	Hourly			
<b>Connection of device to client's directory service (e.g. AAD)</b>	Hourly			
<b>On-site resource (hourly rate)</b>	Hourly			
<b>Integration into ICT systems back-end (e.g. Enterprise Content Management (ECM) system) (hourly rate)</b>	Hourly			
<b>Set up user accounts/logins, mailboxes, access, preferences</b>	Hourly			
<b>Additional paper tray, 500 sheets</b>	Monthly			
<b>Additional paper tray, 1000 sheets</b>	Monthly			
<b>2- and 4-hole punch</b>	Monthly			
<b>Booklet maker</b>	Monthly			
<b>OEM print and device management tool</b>	Monthly			
<b>Brand-independent print and device management tool</b>	Monthly			
<b>Advanced optical character recognition (OCR) software</b>	Monthly			
<b>Configuration and deployment tools</b>	Hourly			
<b>Floor stand/cabinet</b>	Monthly			
<b>Wi-Fi interface</b>	Monthly			
<b>Card / biometric / NFC reader</b>	Monthly			
<b>Staples for finisher</b>	Monthly			
<b>Punch die kit</b>	Monthly			
<b>CATEGORY 3: UNIT TOTAL COST</b>				
	<b>R</b>			

**POSTSCRIPT LARGE FORMAT MULTIFUNCTION PRINTER - CATEGORY 4: 180 A1/HR, 19.3 SEC/A1 (PRINT, COPY, SCAN)**

<b>POSTSCRIPT LARGE FORMAT MULTIFUNCTION PRINTER - CATEGORY 4: 180 A1/HR, 19.3 SEC/A1</b>	<b>Make:</b>			
	<b>Model:</b>			
		<b>COST(R)/ITEM</b>	<b>YR 2 ESC(%)</b>	<b>YR 3 ESC(%)</b>
<b>All-inclusive monthly rental amount for offered system, including all components and capabilities</b>	Monthly			

specified as standard in specification.				
Copy charge, Black	Copy			
Copy charge, Colour	Copy			
Additional technical support per hour (over and above standard SLA)	Hourly			
Installation of software (e.g. drivers) on multiple clients (hourly rate)	Hourly			
Additional end-user training (hourly rate)	Hourly			
Configuration of printer in line with the internal municipal printing policy (hourly rate)	Hourly			
General service related to functioning of the device (hourly rate)	Hourly			
Connection of device to client's directory service (e.g. AAD)	Hourly			
On-site resource (hourly rate)	Hourly			
Integration into ICT systems back-end (e.g. Enterprise Content Management (ECM) system) (hourly rate)	Hourly			
Set up user accounts/logins, mailboxes, access, preferences	Hourly			
Additional paper tray, 500 sheets	Monthly			
Additional paper tray, 1000 sheets	Monthly			
2- and 4-hole punch	Monthly			
Booklet maker	Monthly			
OEM print and device management tool	Monthly			
Brand-independent print and device management tool	Monthly			
Advanced optical character recognition (OCR) software	Monthly			
Configuration and deployment tools	Hourly			
Floor stand/cabinet	Monthly			
Wi-Fi interface	Monthly			
Card / biometric / NFC reader	Monthly			
Staples for finisher	Monthly			
Punch die kit	Monthly			
<b>CATEGORY 4: UNIT TOTAL COST</b>		<b>R</b>		

**SUMMARY OF PRICE SCHEDULE**

<b>TOTAL AMOUNT (CATEGORY 1: UNIT TOTAL COST)</b>	VAT EXCL. R _____
<b>TOTAL AMOUNT (CATEGORY 2: UNIT TOTAL COST)</b>	VAT EXCL. R _____
<b>TOTAL AMOUNT (CATEGORY 3: UNIT TOTAL COST)</b>	VAT EXCL. R _____
<b>TOTAL AMOUNT (CATEGORY 4: UNIT TOTAL COST)</b>	VAT EXCL. R _____
<b>SUB-TOTAL</b>	VAT EXCL. R _____
<b>VALUE ADDED TAX(VAT 15%)</b>	R _____
<b>GRAND-TOTAL</b>	R _____

	<b>PERCENTAGES (%)</b>
<b>YEAR 2</b>	
<b>YEAR 3</b>	

Name of Bidder .....

Signed .....

### 1.8.3 MBD 4: DECLARATION OF INTEREST

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

3.4. Company Registration Number: .....

3.5. Tax Reference Number:.....

3.6. VAT Registration Number: .....

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

3.8. Are you presently in the service of the state? **YES / NO**

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

.....

**<sup>1</sup>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.**

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

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

3.9.1. If yes, furnish particulars.

**Section 3.9.1: Record of 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
- a member of any provincial legislature
- a member of the National Assembly or the National Council of Province
- a member of the board of directors of any municipal entity
- an official of any municipality or municipal entity
- an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999)
- a member of an accounting authority of any national or provincial public entity
- an employee of Parliament or a provincial legislature

If any of the above boxes are marked, disclose the following: (insert separate page if necessary)

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

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

3.10.1. If yes, furnish particulars.

.....  
 .....

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

**3.11.1. If yes, furnish particulars**

.....  
.....

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

**3.12.1. If yes, furnish particulars.**

.....  
.....

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

**3.13.1. If yes, furnish particulars.**

**Section 3.13.1: 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
- a member of any provincial legislature
- a member of the National Assembly or the National Council of Province
- a member of the board of directors of any municipal entity
- an official of any municipality or municipal entity
- an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999)
- a member of an accounting authority of any national or provincial public entity
- an employee of Parliament or a provincial legislature

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

\* Insert separate page if necessary

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

**3.14.1. If yes, furnish particulars:**

.....  
 .....



## 1.8.4 MBD 6.1 PREFERENCE POINTS CLAIM FORM

### 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:

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

1.3.1 The bid conditions will stipulate the specific goals, as contemplated in section 2(1)(d)(ii) of the Preferential Procurement Act, to be attained.

1.3.2 Bids for *income-generating contracts* points will be allocated in terms of the following goals:

<b>Goals</b>	<b>80/20</b>	<b>90/10</b>
Locality	10	05
B-BBEE Status Level Contributor	10	05

1.3.3 Bids for *acquisition of goods and/or services*, a maximum of 20 or 10 points must be allocated for specific goals. The specific goals are as follows:

<b>Goals</b>	<b>80/20</b>	<b>90/10</b>
Locality	10	05
B-BBEE Status Level Contributor	10	05

1.3.4 For B-BBEE points the below table shall apply:

<b>B-BBEE Status Level of Contributor</b>	<b>Number of points (80/20 system)</b>	<b>Number of points (90/10 system)</b>
1	10	05
2	09	4.5
3	07	3.5
4	06	03
5	04	02
6	03	1.5

7	02	01
8	01	0.5
Non-compliant contributor	00	0.0

- 1.3.5 Bidder must submit proof of B-BBEE status level contributor certificate.
- 1.3.6 B-BBEE status level contributor certificate must be issued by SANAS or authorised person(s) or authorised body.
- 1.3.7 B-BBEE status level contributor certificate must be original or certified.
- 1.3.8 Other than the B-BBEE Status Level of Contributor certificate, the bidder must submit the original B-BBEE sworn affidavit.
- 1.3.9 Bidder failing to submit proof of B-BBEE status level of contributor or original sworn B-BBEE affidavit shall claim zero points for B-BBEE points.
- 1.3.10 Locality points shall be allocated as follows:

	Number of Points for Locality 80/20	Number of Points for Locality 90/10
Locality		
Within boundaries of Gamagara Local Municipality	10	05
Outside boundaries Gamagara Local Municipality, but within the boundaries of Northern Cape Province	05	2.5
Outside boundaries of the Northern Cape	0.00	0.00

- a. When the municipality invites and evaluates bids based on locality as a set preference goal, it must be stated as such on the invitation.
- b. Locality shall be deemed as all bidders operating and stationed within the boundaries of Gamagara Local Municipality
- c. Expanded term for locality shall be deemed for bidders operating and stationed outside of John Taolo Gaetsewe District but with the Northern Cape Province.

- d. Bidders shall provide proof of locality by submitting one or more of the following:
  - i. Municipal Account in the bidder's name.
  - ii. Proof of residence in the bidder's name.
  - iii. Bank statement with the bidder's address.
  - iv. Lease agreement indicating a local address, where the lessee is the bidder.
- e. The bidder must submit proof of locality to claim points for locality.
- f. Bidder failing to provide the proof of locality, shall claim zero points for locality.

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

The maximum points for this tender are allocated as follows:

	POINTS
<b>PRICE</b>	80
<b>LOCALITY</b>	10
<b>B-BBEE STATUS LEVEL OF CONTRIBUTOR</b>	10
<b>Total points for Price and SPECIFIC GOALS</b>	<b>100</b>

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

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

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

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

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

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

(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) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
LOCALITY		10		
B-BBEE STATUS LEVEL OF CONTRIBUTOR		10		

## 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
- 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.

..... <b>SIGNATURE(S) OF TENDERER(S)</b>	
<b>SURNAME AND NAME:</b>	.....
<b>DATE:</b>	.....
<b>ADDRESS:</b>	.....
	.....
	.....
	.....

### 1.8.5 MBD 7.2-CONTRACT FORM RENDERING OF SERVICES (PART 1)

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

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

1. I hereby undertake to render services described in the attached bidding documents to (name of the institution)..... in accordance with the requirements and task directives / proposals 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 date of the bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
  - (i) Bidding documents, viz
    - Invitation to bid;
    - Tax clearance certificate;
    - Pricing schedule(s);
    - Filled in task directive/proposal;
    - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
    - Declaration of interest;
    - Declaration of Bidder's past SCM practices;
    - Certificate of Independent Bid Determination;
    - Special Conditions of Contract;
  - (ii) General Conditions of Contract; and
  - (iii) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due 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 .....

<b>WITNESSES</b>	
1	.....
2	.....
<b>DATE:</b>	
.....	

**1.8.6 MBD 7.2- CONTRACT FORM RENDERING OF SERVICES (PART 2)**

**PART 2 (TO BE FILLED IN BY THE PURCHASER)**

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

DESCRIPTION OF SERVICE	PRICE (ALL APPLICABLE TAXES INCLUDED)	COMPLETION DATE	B-BBEE STATUS LEVEL OF CONTRIBUTION	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)
				N/A

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

SIGNED AT ..... ON .....

NAME (PRINT) .....

SIGNATURE .....

OFFICIAL STAMP

**WITNESSES**

1 .....

2 .....

**DATE:**

**1.8.7 MBD 8: DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES**

- 1 This Municipal Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by municipalities and municipal entities in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 3 The bid of any bidder may be rejected if that bidder, or any of its directors have:
  - 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. willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
  - d. been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004).
- 4 **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 <i>audi alteram partem</i> rule was applied).</p> <p><b>The Database of Restricted Suppliers now resides on the National Treasury's website(<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) and can be accessed by clicking on its link at the bottom of the home page.</b></p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	<p>Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?</p> <p><b>The Register for Tender Defaulters can be accessed on the National Treasury's website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) by clicking on its link at the bottom of the home page.</b></p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>

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

**CERTIFICATION**

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

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

.....  
**Signature**

.....  
**Date**

.....  
**Position**

.....  
**Name of Bidder**

### 1.8.8 MBD 9: CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Municipal Bidding Document (MBD) must form part of all bids<sup>1</sup> invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).<sup>2</sup> Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
  - 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:

<sup>1</sup> Includes price quotations, advertised competitive bids, limited bids and proposals.

<sup>2</sup> Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.

**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:

\_\_\_\_\_

(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 consortium<sup>3</sup> will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
  - (a) prices;
  - (b) geographical area where product or service will be rendered (market allocation)
  - (c) methods, factors or formulas used to calculate prices;
  - (d) the intention or decision to submit or not to submit, a bid;
  - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
  - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

**<sup>3</sup> Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.**

10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the

National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder

**SECTION 1.9: CHECKLIST TO TENDER DOCUMENT**

Please confirm if all the following required documentation are attached to your tender document **(to be completed by the Bidder)**:

Nr	Description	Tender document (YES/NO)	Comments
1.	Tax Compliance Status PIN		
2.	Valid original OR a certified copy of B-BBEE certificate or sworn affidavit as per legislation		
3.	Copy of the latest (month prior to tender closure) <b><u>Municipal Accounts</u></b> of the following:		
	- Business		
	- Directors/Members/Owners of the Business		
	OR		
	Copy of the <b><u>Lease Agreements</u></b> or <b><u>Rental Statement</u></b> of the following:		
	- Business		
	- Directors/Members/Owners of the Business		
	OR		
	Copy of the latest (month prior to tender closure) <b><u>Tribal Authority letter</u></b> of the following:		
	- Business		
	- Directors/Members/Owners of the Business		
4.	Submitted all documentation required in Phase 1 evaluation		
5.	Submitted all documentation required in Phase 2 evaluation		
6.	Required documentation as per special conditions of contract and/or specifications.		

7.	Provide a complete technical data sheet of the Specifications, for each category of MFP, with supporting catalogue/ brochure appended.		
8.	MBD 3.1 is completed with the required information		
9.	MBD 4 is completed and signed with the required information		
10.	MBD 6.1 is completed and signed with the required information		
11.	MBD 7.2 is completed and signed with the required information		
12.	MBD 8 is completed and signed with the required information		
13.	MBD 9 is completed and signed with the required information		
14.	Authorised Signatory completed and signed OR resolution attached		
15.	All required sections <b><u>completed and signed</u></b> by the Authorised Signatory		