

# MOSES KOTANE LOCAL MUNICIPALITY



**TENDER: RE-ADVERT 015/MKLM/2023/2024**

**SUPPLY AND DELIVERY OF INFORMATION AND  
COMMUNICATION TECHNOLOGY (ICT) EQUIPMENT FOR  
THREE YEARS ON “AS AND WHEN REQUIRED BASIS”**

**BID DOCUMENT**

**2024**

<b>NAME OF TENDERER:</b>			
<b>TOTAL TENDER AMOUNT AS PER THE OFFER PAGE</b>			
<b>COMPACT DISCS INCLUDED</b>	<b>YES</b>	<b>NO</b>	<b>NUMBER OF COPIES</b>
<b>CLOSING DATE:</b>	<b>13/05/2024, 10H00</b>		

**PREPARED AND ISSUED BY:**

The Municipal Manager  
Moses Kotane Local Municipality  
Private Bag X1011  
MOGWASE  
0314

933 Station Road  
unit 3  
Mogwase Civic Centre  
0314  
Tel : (014) 555 1300  
Fax: (014) 555 6368



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**MOSES KOTANE LOCAL MUNICIPALITY**



**PART A**

**INVITATION TO BID**

**MOSES KOTANE LOCAL MUNICIPALITY**



**DIRECTORATE: CORPORATE SERVICES**

**TENDER:RE-ADVERT 015/MKLM/2023/2024**

**SUPPLY AND DELIVERY OF INFORMATION AND COMMUNICATION TECHNOLOGY (ICT) EQUIPMENT FOR THREE YEARS ON “AS AND WHEN REQUIRED BASIS”**

Moses Kotane Local Municipality is inviting bidders to submit their bids for supply and delivery of information and communication technology (ICT) equipment for three years on “as and when required basis”

Bid documents are obtainable from **10/04/2024** upon receipts of payment of **R500.00**

Bids must be sealed, clearly marked/written **“RE-ADVERT 015/MKLM/2023/2024” Supply and delivery of information and communication technology (ICT) equipment for three years on “as and when required basis”** Must be deposited in the tender boxes located at foyer outside Rates Hall, New Civic Centre, Mogwase, not later than **13/05/2024, time 10H00**, where-after they will be opened in public.

Please note that Faxed or E-mailed bids will not be accepted.

Bids will be evaluated on functionality, according to the Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000) and Moses Kotane Local municipality supply chain management policy, **80/20, 2022** preference points will be applied to this tender.

The Moses Kotane Local Municipality does not bind itself to accept the lowest or any bid, or to disclose any reasons for their decision. The municipality further reserves the right to accept the whole or share the bid should it deem fit.

Bidders that are not satisfied with the bidding process or issues relating to them, must submit complains within 14 days after the closing date of this bid.

All Procurement enquiries related to this bid must be directed to **Mr T. Pitse/Ms S. Marule @ 014 555 1437/1313** and specifications enquiries directed to **Mr W. Mokgosi @ 014 555 1420**.

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**Mr V.M Letsoalo**  
**Municipal Manager**  
**Moses Kotane Local Municipality**  
**Private Bag X1011**  
**MOGWASE, 0314**



MOSES KOTANE LOCAL MUNICIPALITY

MBD 1

**YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE MOSES KOTANE LOCAL MUNICIPALITY**

BID NUMBER:	RE-ADVERT 015/MKLM/2023/2024	CLOSING DATE:	13/05/2024	CLOSING TIME:	10H00
DESCRIPTION	SUPPLY AND DELIVERY OF INFORMATION AND COMMUNICATION TECHNOLOGY (ICT) EQUIPMENT FOR THREE YEARS ON “AS AND WHEN REQUIRED BASIS”				
The successful bidder will be required to fill in and sign a written contract form (mbd7).					

**Bid response documents may be deposited in the bid box situated at *(street address)***

Rates hall					
Stand no 933, Station road					
Civic Centre					
Mogwase					
<b>Supplier information</b>					
<b>Name of bidder</b>					
<b>Postal address</b>					
<b>Street address</b>					
<b>Telephone number</b>	<b>CODE</b>		<b>NUMBER</b>		
<b>Cellphone number</b>					
<b>Facsimile number</b>	<b>CODE</b>		<b>NUMBER</b>		
<b>E-mail address</b>					
<b>Vat registration number</b>					
<b>Tax compliance status</b>	<b>TCS PIN:</b>		<b>OR</b>	<b>CSD No:</b>	



MOSES KOTANE LOCAL MUNICIPALITY

MBD 1

<b>B-BBEE status level verification certificate</b> <b>[tick applicable box]</b>	<input type="checkbox"/> Yes  <input type="checkbox"/> No	<b>B-BBEE status level sworn affidavit</b>	<input type="checkbox"/> Yes  <input type="checkbox"/> No
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**[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]**

<b><u>Are you the accredited representative in South Africa for the goods /services /works offered?</u></b>	<input type="checkbox"/> Yes <input type="checkbox"/> No [If yes enclose proof]	<b><u>Are you a foreign based supplier for the goods /services /works offered?</u></b>	<input type="checkbox"/> Yes <input type="checkbox"/> No [If yes, answer part b:3 ]
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<b><u>Total number of items offered</u></b>		<b><u>Total bid price</u></b>	<b>R</b>
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<b><u>Signature of bidder</u></b>	.....	<b><u>Date</u></b>	
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<b><u>Capacity under which this bid is signed</u></b>	
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<b>Bidding procedure enquiries may be directed to:</b>	<b>Technical information may be directed to:</b>
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<b>Department</b>	Budget and Treasury	<b>Contact person</b>	Mr Wageng Mokgosi
<b>Contact person</b>	Ms S. Marule/T. Pitse	<b>Telephone number</b>	014 555 1420
<b>Telephone number</b>	014 555 1313/1437	<b>Facsimile number</b>	014 555 6368
<b>Facsimile number</b>	014 555 6368	<b>E-mail address</b>	SLetsholo@moseskotane.gov.za

<b>E-mail address</b>	<a href="mailto:SLetsholo@moseskotane.gov.za">SLetsholo@moseskotane.gov.za</a>  <a href="mailto:TPitse@moseskotane.gov.za">TPitse@moseskotane.gov.za</a>
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**MOSES KOTANE LOCAL MUNICIPALITY**



**PART B**

**GENERAL CONDITIONS OF CONTRACT  
TENDER CONDITIONS**

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## GENERAL CONDITIONS OF CONTRACTS

### 3.1 Definitions

The following terms shall be interpreted as indicated:

- 3.1.1 “Closing time” means the date and hour specified in the bidding documents for the receipt of bids.
- 3.1.2 “Contract” means the written agreement entered into between the purchaser and the supplier, as recorded in the contract from signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 3.1.3 “Contract price” means the price payable to the supplier under the contract for the full and proper performance of this contractual obligation.
- 3.1.4 “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.
- 3.1.5 “Countervailing duties” are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- 3.1.6 “Country of origin” means the place where 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 basis characteristics or in purpose or utility from its components.
- 3.1.7 “Day” means calendar day.
- 3.1.8 “Delivery” means delivery in compliance of the conditions of the contract or order.

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- 3.1.9 “Delivery ex stock” means immediate delivery directly from stock actually on hand.
- 3.1.10 “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.
- 3.1.11 “Dumping” occurs when a private enterprise abroad market its good on own initiative in the RSA at lower prices than that of the country or origin and which have the potential to harm the local industries in the RSA.
- 3.1.12 “Force majeure” means an event beyond the control of the supplier and not involving the supplier’s fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or resolutions, fires floods, epidemics, quarantine restrictions and freight embargoes.
- 3.1.13 “Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 3.1.14 “GCC” mean the General Conditions of Contract.
- 3.1.15 “Good” means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 3.1.16 “Imported content” means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 3.1.17 “Local content” means that portion of the bidding price, which is not included in the imported content provided that local manufacture does take place.

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- 3.1.18 “Manufacture” means the production of products in a factory using labour, materials components and machinery and includes other related value-adding activities.
- 3.1.19 “Order” means an official written order issued for the supply of goods or works or the procuring of a service.
- 3.1.20 “Project site” where applicable, means the place indicated in bidding documents.
- 3.1.21 “Purchaser” means the organization purchasing the goods.
- 3.1.22 “Republic” means the Republic of South Africa.
- 3.1.23 “SCC” means the Special Conditions of Contract.
- 3.1.24 “Services” means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 3.1.25 “Written” or “in writing” means handwritten in ink or any form of electronic or mechanical writing.

### **3.2 Application**

- 3.2.1 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.
- 3.2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 3.2.3 Where such special conditions of contract are in conflict with these general conditions, the special shall apply.

### **3.3 General**

- 3.3.1 Unless otherwise indicated in the bidding documents, the purchase 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.

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- 3.3.2 With certain exceptions, invitations for bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from [www.treasury.gov.za](http://www.treasury.gov.za).

### 3.4 Standards

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

### 3.5 Use of contracts documents and information

- 3.5.1 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.
- 3.5.2 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.
- 3.5.3 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.
- 3.5.4 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.

### 3.6 Patent rights

- 3.6.1 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.

### 3.7 Performance Security

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**3.7.1** 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 GCC.

**3.7.2** 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 contracts.

**3.7.3** The performance security shall be denominated in the currency of the contract, or in freely convertible currency acceptable to the purchaser and shall be in one of the following:

(a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or

(b) a cashier's or certified cheque

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

### **3.8 Inspections, tests and analyses**

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

**3.8.2** If it is a bid condition that supplies to be produced or services to be procured should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.

**3.8.3** 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 payments arrangements with the testing authority concerned.

**3.8.4** If the inspection, test and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.

**3.8.5** Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are

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accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.

**3.8.6** 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.

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

**3.8.8** The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

### **Packing**

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

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

### **3.9 Delivery and documents**

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

### **3.10 Insurance**

**3.10.1** The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the SCC.

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### **3.11 Transportation**

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

### **3.12 Incidental services**

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

- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
- (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
- (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
- (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
- (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

**3.12.2** 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.

### **3.13 Spare parts**

**3.13.1** As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:

- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract ; and
- (b) in the event of termination of production of the spare parts:
  - (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and



- (ii) Following such termination, furnishing at no cost to the purchaser, the blueprints, drawings and specifications of the spare parts, if requested.

### **3.14 Warranty**

**3.14.1** 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 mission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.

**3.14.2** This warranty shall remain valid twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or 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.

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

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

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

### **3.15 Payment**

**3.15.1** The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.

**3.15.2** 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.

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

**3.15.4** Payment will be made in Rand unless otherwise stipulated in SCC.

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### **3.16 Prices**

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

### **3.17 Contract Amendments**

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

### **3.18 Assignment**

**3.18.1** The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.

### **3.19 Subcontracts**

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

### **3.20 Delays in the supplier's performance**

**3.20.1** 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.

**3.20.2** 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 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.

**3.20.3** No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or local authority.

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**3.20.4** The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

**3.20.5** Except as provided under GCC clause 3.25, a delay by the supplier in the performance of its delivery obligations shall procure the supplier liable to the imposition of penalties, pursuant to GCC clause 3.22, unless an extension of time is agreed upon pursuant to GCC clause 3.21.2 without the application of penalties.

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

### **3.21 Penalties**

**3.21.1** Subject to GCC clause 3.25, 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 3.23.

### **3.22 Termination for default**

**3.22.1** The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:

- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC clause 21.2;
- (b) if the supplier fails to perform any other obligation(s) under the contract; or if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

**3.22.2** 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 terminate.

### **3.23 Anti-dumping and countervailing duties and rights**

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**3.23.1** When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such 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 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 procured, or is to deliver or procure in terms of the contract or any other contract or any other amount which may be due to him.

### **3.24 Force Majeure**

**3.24.1** Notwithstanding the provisions of GCC clauses 3.22 and 3.23, the supplier shall not be liable for forfeiture or 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.

**3.24.2** 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 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.

### **3.25 Termination for insolvency**

**3.25.1** The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the purchaser.

### **3.26 Settlement of Disputes**

**3.26.1** 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.

**3.26.2** If, after thirty (30) days, the parties have failed to resolve their dispute or difference by much mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No

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mediation in respect of this matter may be commenced unless such notice is given to the other party.

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

**3.26.4** Mediation proceedings shall be conducted in accordance with the rules or procedure specified in the SCC.

**3.26.5** Notwithstanding any reference to mediation and/or court proceedings herein,

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

### **3.27 Limitation of liability**

**3.27.1** Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to clause 3.6;

- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss or use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and
- (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

### **3.28 Governing language**

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

### **3.30 Applicable law**

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

### **3.31 Notices**

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3.31.1 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.

3.31.2 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

### **3.32 Taxes and duties**

3.32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.

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

3.32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.



## Tender Conditions

### RE-ADVERT: 015/MKLM/2023/2024

#### **SUPPLY AND DELIVERY OF INFORMATION AND COMMUNICATION TECHNOLOGY (ICT) EQUIPMENT FOR THREE YEARS ON "AS AND WHEN REQUIRED BASIS"**

1. Tender must satisfy themselves that the documents are complete and in the same order as listed in the index. The Local Municipality of Moses Kotane will not be held responsible for any discrepancy or uncertainty.
2. Bidders are required to scan their fully completed tender document with all its returnable documents and submit it in a non -rewritable compact disc (CD-R) together with the hard copy document.
3. The Municipality does not bind itself to accept the lowest or any bid, or to disclose any reasons for their decision. The municipality further reserves the right to accept the whole or part of the bid should it deem fit.
4. The tender documents indicated above, must be completed and submitted in full **(Black Ink must be used and failure to use black ink WILL disqualify your tender)**
5. Tipex is not allowed on tender amounts.
6. It is the responsibility of the tenderer to ensure that their RFPs/Bid Documents are submitted before the closing time to the correct address.
7. Tenderers received after closing date and time are late and will not be considered.
8. Tender submitted by fax or email, post box, telex or telegram **Will Not Be Considered.**
9. The municipality will not be held responsible for documents lost through couriers, therefore bidders must ensure that couriered documents reach the required destination and are deposited in the correct tender box before the closing date and time.
10. The complete tender documents obtained must be submitted in the same order and not part thereof be removed or omitted.
11. Municipal Preferential Procurement Policy Framework Act (Act No. 5 of 2000) and subsequent regulation shall apply.
12. Bidders must be registered with the central suppliers database, through self-registrations on [www.csd.gov.za](http://www.csd.gov.za)
13. **BIDDERS MUST ENSURE THAT FORM OF OFFER IS COMPLETELY FILLED AND SIGNED, FAILURE WHICH WILL INVALIDATE THE OFFER. THIS IS**
14. The tenderers must take care that their offers with reference to the price must

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15. be quoted strictly in accordance with the units requested and on the form provided.
16. No preference points would be claimed if Preferential Procurement Regulations of 2022 form is not completed and signed.
17. Bids must be sealed and endorsed accordingly (Bid number be written on the envelope)
18. Bidders must ensure that the entity address that appears on the municipal account is the same address as the one on the CSD or company registration certificate

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**MOSES KOTANE LOCAL MUNICIPALITY**



**PART C**

**PREFERENCE POINTS CLAIM**

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

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

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

### 1. GENERAL CONDITIONS

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

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

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

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

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

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

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

The maximum points for this tender are allocated as follows:

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

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





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

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

Where

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



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

Where

$P_{max}$  = Price of highest acceptable tender

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**

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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 (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)	Proof of claim
<b>Locality</b>	<b>10</b>		Office address on the company registration document issued by CIPC
Moses Kotane Local-Municipality	7		
Bojanala District	2		
North West	1		
Outside North West Province	0		
<b>Youth (18-35 years)</b>	<b>5</b>		Certified identity document
<b>Woman</b>	<b>3</b>		Certified identity document
<b>Disabled people</b>	<b>2</b>		Full CSD Report (Not summary)

#### 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

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- ☐ 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.

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

**SURNAME AND NAME:** .....

**DATE:** .....

**ADDRESS:** .....  
.....  
.....

**MOSES KOTANE LOCAL MUNICIPALITY**



**PART D**

**MBD 7.1 CONTRACT FORM**

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**CONTRACT FORM – PURCHASE OF GOODS AND SERVICES**

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

**PART 1 (TO BE FILLED IN BY THE BIDDER)**

I the undersigned (Full names .....)  
duly authorized thereto hereby undertake to supply all or any of the goods and/or services described in the attached bidding documents to **Moses Kotane Local Municipality** in accordance with the requirements and specifications stipulated in bid number **RE-ADEVRT: 015/MKLM/2023/2024 : SUPPLY AND DELIVERY OF INFORMATION AND COMMUNICATION TECHNOLOGY (ICT) EQUIPMENT FOR THREE YEARS ON “AS AND WHEN REQUIRED BASIS”** at the price/s quoted. The offer/s remains binding upon me/ the Company/ Close Corporation and open for acceptance by the **Municipality** during the validity period indicated and calculated from the closing time of bid.

1. The following documents shall be deemed to form and be read and construed as part of this agreement:
  - (i) Bidding documents, viz
    - Invitation to bid;
    - Tax clearance certificate;
    - Pricing schedule(s);
    - Technical Specification(s);
    - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2022;
    - Declaration of interest;
    - Declaration of bidder's past SCM practices;
    - Certificate of Independent Bid Determination;
  - (ii) General Conditions of Contract; and
  - (iii) Other (specify)

I confirm hereby that I have examined and read the above documents and declare that I am/ the Company/ Close Corporation is bound by the conditions contained in it.

2. I confirm that I have satisfied myself as to the correctness and validity of the bid; that the price(s) and rate(s) quoted cover all the goods and/or services specified in the bidding documents; that the price(s) and rate(s) cover all my/the Company's/Close Corporation's obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own or the Company's/Close Corporation's risk.
3. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me/the Company/Close Corporation under this agreement as the principal liable for the due fulfilment of this contract.
4. I declare that I/the Company/Close Corporation have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.

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

NAME OF PERSON/ COMPANY/ CLOSE CORPORATION TO WHOM THE  
TENDER/BID WAS AWARDED (PRINT)

(i) (Sole Supplier) (Full names..... (Identity Nr)  
.....

(ii) (Registered name of Company/ Close  
Corporation).....

(Registration Nr.).....) and herein represented by  
....., in

his/ her capacity as .....duly authorised thereto  
**according to a Directors/**

**Members resolution of which a copy is attached)**

**SIGNED AT .....ON THIS..... DAY OF..... 20.....**

**SIGNATURE.....**

**CAPACITY.....**

**WITNESSES**

1.....

2.....

**CONTRACT FORM – PURCHASE OF GOODS / WORKS****PART 2 (TO BE FILLED IN BY THE MUNICIPALITY)**

I .....in my capacity as Municipal Manager accept your bid under reference number **RE-ADVERT: 015/MKLM/2023/2024, SUPPLY AND DELIVERY OF INFORMATION AND COMMUNICATION TECHNOLOGY (ICT) EQUIPMENT FOR THREE YEARS ON “AS AND WHEN REQUIRED BASIS”**

dated ..... For the supply of goods/services indicated hereunder and/or further specified in the annexure(s).

1. An official order indicating delivery instructions is forthcoming.
2. I undertake to make payment for the goods/services delivered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice accompanied by the delivery note.

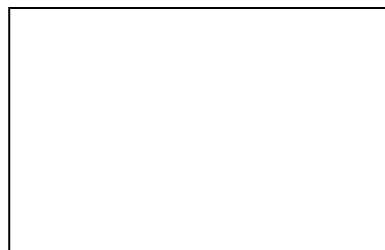
<b>ITEM NO.</b>	<b>PRICE (ALL APPLICABLE TAXES INCLUDED)</b>	<b>BRAND</b>	<b>DELIVERY PERIOD</b>	<b>B-BBEE STATUS LEVEL OF CONTRIBUTION</b>	<b>MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)</b>

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

**SIGNED AT** ..... **ON THIS** ..... **DAY OF** ..... **20**.....

**SIGNATURE** .....  
**NAME (PRINT)** **MR M.V. Letsoalo**  
**MUNICIPAL MANAGER**

OFFICIAL STAMP

**WITNESSES**

1.....

2.....

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**MOSES KOTANE LOCAL MUNICIPALITY**



**PART E**

**DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES**

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

Item	Question	Yes	No
4.1	<p>Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector?</p> <hr/> <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>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.</p>	<p>Yes</p> <p><input type="checkbox"/></p>	<p>No</p> <p><input type="checkbox"/></p>
4.1.1	If so, furnish particulars:		

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MOSES KOTANE LOCAL MUNICIPALITY

MBD 8

4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?  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.	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.

<b>SIGNATURE</b>		<b>DATE</b>	
<b>NAME OF SIGNATORY</b>			
<b>POSITION</b>			
<b>NAME OF BIDDER(COMPANY)</b>			

**MOSES KOTANE LOCAL MUNICIPALITY**



**PART F**

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

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**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 *per se* prohibition meaning that it cannot be justified under any grounds.
- 3 Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
  - a. take all reasonable steps to prevent such abuse;
  - b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
  - c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
- 4 This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

<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.

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**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

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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.**

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10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

<b>SIGNATURE</b>		<b>DATE</b>	
<b>NAME OF SIGNATORY</b>			
<b>POSITION</b>			
<b>NAME OF BIDDER(COMPANY)</b>			

**MOSES KOTANE LOCAL MUNICIPALITY**



**PART G**

**DECLARATION OF INTEREST**

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**DECLARATION OF INTEREST**

1. No bid will be accepted from persons in the service of the state\*.
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to 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 and/or take an oath declaring his/her interest.
3. In order to give effect to the above, the following questionnaire must be completed and Submitted with the bid.

<b>3.1</b>	<b>Full name</b>	
<b>3.2</b>	<b>Identity number</b>	
<b>3.3</b>	<b>Company registration number</b>	
<b>3.4</b>	<b>Tax reference number</b>	
<b>3.5</b>	<b>Vat registration number</b>	

<b>3.6</b>	<b>Are you presently in the service of the state*</b>	<b>YES</b>	<b>NO</b>
<b>3.6.1</b>	<b>If so, furnish particulars.</b>		
<b>3.7</b>	<b>Have you been in the service of the state for the past twelve months?</b>	<b>YES</b>	<b>NO</b>
<b>3.7.1</b>	<b>If so, furnish particulars.</b>		

\* 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.

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MOSES KOTANE LOCAL MUNICIPALITY

MBD 4

3.8	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
3.8.1	If so, furnish particulars.		

3.9	Are you, aware of any relationship (family, friend, other) between a 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
3.9.1	If so, furnish particulars		

3.10	Are any of the company's directors, managers, principal shareholders or stakeholders in service of the state?	YES	NO
3.10.1	If so, furnish particulars		

3.11	Are any spouse, child or parent of the company's directors, managers, principal shareholders or stakeholders in service of the state?	YES	NO
3.11.1	If so, furnish particulars		

**4. CERTIFICATION**

**I, THE UNDERSIGNED (NAME) \_\_\_\_\_ CERTIFY THAT  
THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS CORRECT.**

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

<b>Full Name</b>	<b>Identity Number</b>	<b>Personal Income Tax Reference Number</b>	<b>State Employee Number / Persal Number</b>

<b>SIGNATURE</b>		<b>DATE</b>	
<b>NAME OF SIGNATORY</b>			
<b>POSITION</b>			
<b>NAME OF BIDDER(COMPANY)</b>			

**MOSES KOTANE LOCAL MUNICIPALITY**



**PART H**

**MUNICIPAL RATES AND TAXES**

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## MUNICIPAL RATES & CHARGES CLEARANCE CERTIFICATE

IT IS A CONDITION OF BIDDING I.R.O. GOODS, WORKS AND SERVICES ABOVE A TRANSACTION VALUE OF R15 000 (VAT INC) THAT –

1. The rates and taxes as well as other charges (eg. water and electricity accounts) of the successful bidder must be in order, or that satisfactory arrangements have been made with the municipality concerned to meet his/her obligations in this regard.
2. The attached form “Application for a municipal tax rates & charges Clearance Certificate” in respect of bidders must be completed in all respects and submitted to the municipality where the bidder or his/her business is located.

The relevant municipality will then furnish the bidder with a “Clearance Certificate” that will be valid for a period of twelve (12) months from date of issue.

3. This Clearance Certificate must be obtained by the bidder at his/her own cost and submitted in the original together with the rest of the bid documents.
4. Failure to submit the original valid Clearance Certificate may invalidate your bid.
5. In bids where consortia/joint ventures/sub-contractors are involved, each party must submit a separate Clearance Certificate.
6. If a bidder resides in an area where rates and taxes are not payable, the bidder must submit an affidavit clearly stipulating such information together with a proof of residence from the tribal authority/municipality.
7. If a bidder resides in an area which is rented and the bidder is not the one responsible for rates and taxes, bidder must submit a lease agreement clearly outlining who is responsible for the rates and taxes between the lease and lessor
8. If bidder trades from home, the bidder must provide an affidavit clearly stipulating that the business trades from home and attach the rates and taxes certificate of that particular home.
9. If bidder rent a premise for his/her personal use or for the company to conduct business, provide lease agreement indicating who is responsible for the payment of account.
10. And the abovementioned information must be provided for the company and the individual directors of the company.

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**APPLICATION FOR A TAX, RATES & OTHER MUNICIPAL CHARGES CLEARANCE  
CERTIFICATE (I.R.O. BIDDERS)**

<b>1. Full name of tax payer/bidder</b>				
<b>2. Trade name (if any)</b>				
<b>3. Identification No.</b>				
<b>4. Company/Close Company Registration No.</b>				
<b>5. Municipal Account No.</b>				
<b>Signature of person requiring Clearance Certificate</b>				
<b>Name</b>				
<b>Telephone No.</b>		<b>Code</b>		<b>Number</b>
<b>Residential Address</b>				
<b>Postal Address</b>				



**CLEARANCE CERTIFICATE BY MUNICIPALITY**

I, \_\_\_\_\_ (Full names) in my  
capacity as \_\_\_\_\_ (Designation) Of the municipality of  
\_\_\_\_\_ (Name of municipality)  
hereby certify that:

- I have examined the municipal accounts of the above-named person/firm/company/close corporation and am satisfied that all his/her municipal accounts are up to date and fully paid.
- I have examined the above-named municipal accounts and have found the said accounts to be in arrears.

<b>Signature of official</b>		<b>MUNICIPAL STAMP</b>
<b>Name of Municipality</b>		
<b>Telephone No.</b>		
<b>Date</b>		

**NB: THIS SECTION MUST BE FILLED BY MUNICIPAL OFFICIAL AND NOT A BIDDER, AND STATEMENT OF MUNICIPAL ACCOUNT MUST ALSO BE ATTACHED.**

**\*\*\*Do not attach an invoice. Strictly statement of municipal accounts is required.**

**MOSES KOTANE LOCAL MUNICIPALITY**



**PART I**

**AUTHORITY TO SIGN**

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## MOSES KOTANE LOCAL MUNICIPALITY

AUTHORITY TO SIGN DOCUMENTS

Indicate the status of the tenderer by ticking the appropriate box hereunder. The tenderer must complete

The certificate set out below for the relevant category. Delete whichever is inapplicable.

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

The following documentation must be provided in all categories

**Certified Copy of Extract from Minutes****Company Documentation****A. Certificate for company**

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

As witnesses:-

1. ....  
Witness Chairman

2. ....  
Witness Date

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**B. Certificate for partnership**

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

NAME	ADDRESS	SIGNATURE	DATE

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

**C. Certificate for Joint Venture**

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

NAME OF FIRM	ADDRESS	AUTHORIZING SIGNATURE, NAME & CAPACITY
Lead Partner (Partner 1)		Signature: _____ Name: _____ Position: _____
Partner 2		Signature: _____ Name: _____ Position: _____
Partner 3		Signature: _____ Name: _____ Position: _____
Partner 4		Signature: _____ Name: _____ Position: _____



**D. Certificate for sole proprietor.**

I, ..... hereby confirm that I am the sole owner  
of the business

trading as

.....

As witnesses: -

1. ....  
Witness

.....  
Signature: Sole owner

2.....  
Witness

.....  
Date



**E. Certificate for Close Corporation**

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

NAME	ADDRESS	SIGNATURE	DATE

NOTE: This certificate is to be completed and signed by all of the key members upon whom rests the direction of the affairs of the Close Corporation as a whole.

In his capacity as: .....

Date: .....

Signature of Signatory: .....

**MOSES KOTANE LOCAL MUNICIPALITY**



**PART J**

**TECHNICAL SPECIFICATION**

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**RE-ADVERT: 015/MKLM/2023/2024**

**TENDER SPECIFICATIONS**

**SUPPLY AND DELIVERY OF INFORMATION AND COMMUNICATION TECHNOLOGY (ICT) EQUIPMENT FOR THREE YEARS ON “AS AND WHEN REQUIRED BASIS”**

**1. GENERAL**

- 1.1. Deliveries must take place within 14 working days of placing an official order where lead times have not been indicated on the tender document.
- 1.2. Delivery address will be indicated on the official order as one of the following:
  - 1.2.1. Municipal store, Mogwase
- 1.3. Delivery of products should include the Off-loading thereof at the supplier's own risk and cost to the designated delivery addresses as indicated above.
- 1.4. An official order must be issued before any delivery may be made to the municipality.
- 1.5. The quantities as indicated in the pricing schedule are only estimates which will be used in order to evaluate the bid.
- 1.6. The municipality will not be bound to the estimated quantities.

**2. PRICING**

- 2.1. All items must be priced according to the pricing schedule.
- 2.2. Price include delivery and off-loading at the above-mentioned stores on
  - 1.2.1.
- 2.3. Prices for the first year must be firm/fixed, subject to escalations accepted by the municipality.
- 2.4. Price adjustments will be allowed on an annual basis from date of implementation

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### SPECIFICATIONS FOR SUPPLY AND DELIVERY OF ICT EQUIPMENT ON “AS AND WHEN REQUIRED BASIS”

ITEM	DESCRIPTION	SPECIFICATION/S
1	LAPTOPS	<p><b>12th gen Intel® Core™ i5</b>, Processor frequency: 1.6 GHz., Display Resolution: 1366 x 768 pixels. Internal memory: 8/16 GB, Internal memory type: DDR4-SDRAM. SSD 512 GB, Storage media: On-board graphics adapter. Operating system: Windows 11 Pro.  <b>NB: Display: 39.6 cm (15.6")</b>  <b>Display: 35.6 cm (14")</b>  <b>Display: 40cm (17")</b></p> <p><b>12th gen Intel® Core™ i7</b>, Processor frequency: 1.6 GHz. Display Resolution: 1366 x 768 pixels. Internal memory: 8/16 GB, Internal memory type: DDR4-SDRAM. SDD 1 TB, Storage media: On-board graphics adapter. Operating system: Windows 11 Pro.  <b>NB: Display: 39.6 cm (15.6")</b>  <b>Display: 35.6 cm (14")</b>  <b>Display: 40cm (17")</b></p>
2	DESKTOPS	Intel® Core i5. 1.6 GHz, 500GB HDD, Windows pro, CD/DVD Drive, 4GB RAM, Ethernet
3	ALL-IN-ONE DESKTOPS	21.5-inch FHD All-in-One PC - Intel Core i5-1215U 500 GB HDD, 4GB RAM Win 10 Pro <b>Ethernet &amp; Wifi Capability</b>
4	UPS (Uninterruptible Power Supply) Unit	2000VA (2000VA/1200W) Line Interactive/Off-Line UPS 2000VA / 1200W OFF-LINE UPS (with AVR, Monitoring Software + Cable & Built-in Surge Protection)
5	DESKTOP PRINTERS (MFP)	Print up to 12 ppm Black (Normal Quality) Print up to 8 ppm Colour (Normal quality) Print Resolution: 600x600 dpi Scan type, Flatbed and ADF Connection type: USB, 10/100 wired Ethernet network connection with RJ 45 USB Cable
6	MOBILE PRINTERS	Up to 10/7 pages per minute (ppm), black/colour6 2-inch colour MGD control panel screen Built-in wireless network and Wi-Fi Direct connectivity3.9 Quiet mode setting
7	PROJECTORS	Resolution 1280 × 800 pixels (WXGA), Lens F=1.80, Lumens 2600 Connection type: VGA & HDMI



## MOSES KOTANE LOCAL MUNICIPALITY

## SPECIFICATIONS

8	PROJECTOR SCREENS	<ul style="list-style-type: none"><li>• Tripod Screen 1520*1520mm (View: 1470*1470mm - Ratio: 1:1)</li><li>• Electric Projector Screen 3050x3050mm with view of 2950x2950mm 1:1</li><li>• Projector Screen, 1145mm W, 2030mm H, 16:9 Aspect Ratio</li><li>• Pull Down 4:3 Projector Screen (203 x 152)</li></ul>
9	MOUSE	UNIVERSAL SB
10	KEYBOARDS	UNIVERSAL SB
11	MONITORS / SCREENS	FULL HIGH DIFINITION 21.5 / 23.8 / 27 / 32 INCH
12	RAM DESKTOPS LAPTOPS SERVERS	OEM OR SIMILAR PN 4/8/16/32/128
13	PSU (Power Supply Unit) for Desktops Servers	OEM OR SIMILAR PN
14	PSU (Power Supply Unit) for Servers	OEM OR SIMILAR PN
15	VIDEO CARD	OEM OR SIMILAR PN
16	MOTHERBOARD	OEM OR SIMILAR PN
17	CD & DVD DRIVE	OEM OR SIMILAR PN
18	SOUND CARD	OEM OR SIMILAR PN
19	NETWORK CARDS	OEM OR SIMILAR PN
20	EHDD (External Hard Disk Drive)	500/1000/2000/4000GB
21	HDD (Hard Disk Drive) or SSD (Solid State Drive)	OEM OR SIMILAR PN HDD: 500/1000/2000 GB SDD: 265/512/1000 GB
22	LAPTOP CHARGERS	OEM
23	LAPTOP BATTERIES	OEM
24	LAPTOP BAGS	11"/14,5"/15,7"/17,7" BACKPACKS/HANDHELD/ROLLER
25	HDMI ADAPTERS	VGA TO HDMI
26	USB ADAPTERS	3.0 to GIGABIT RJ45
27	WEBCAMS	Image Sensor: 1/2.7" HD 1080P CMOS sensor, 2MP. Maximum Resolution/ Frame Rate: 1920*1080@30fps. Focus Method: Autofocus (7cm ~ Infinite), Video Format: MJPEG, YUY2, Microphone: Dual Omnidirectional Stereo Microphones, 3m Coverage. Corded USB Type A Cable Length 2m. Supported System: Windows®, macOS®, Chrome OS®. Dimensions (WxDxH): 87 x 47.5 x 49 mm/ 3.4 x 1.9 x 1.9 in.
28	DIGITAL CAMERAS	<ul style="list-style-type: none"><li>• 30.4MP Full-Frame CMOS Sensor</li><li>• DIGIC 6+ Image Processor</li><li>• 3.2" 1.62m-Dot Touchscreen LCD Monitor</li><li>• DCI 4K Video at 30 fps; 8.8MP Still Grab</li><li>• 61-Point High Density Reticular AF</li></ul>

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		<ul style="list-style-type: none"> <li>• Native ISO 32000, Expanded to ISO 102400</li> <li>• Dual Pixel RAW; AF Area Select Button</li> <li>• Dual Pixel CMOS AF and Movie Servo AF</li> <li>• 7 fps Shooting; CF &amp; SD Card Slots</li> <li>• Built-In GPS and Wi-Fi with NFC</li> </ul>
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## Shredders' Specification

### 1. High Capacity Shredder

#### Product Characteristics / Specification

- Large feeding table with conveyor belt and electronically secured safety guard in feeding area.
- Control panel for forward/stop/reverse.
- Safety lock and key, main switch and emergency cut-off switch. Optical indicators for the operational status.
- 2-MATIC – two automatic speed levels with automatic adaption of the shred speed to the paper quantity fed.
- Electronic control prevents overfeeding: automatic reverse and refeeding in case of paper jams.
- Automatic cut-off if the shred bag is full.
- Centralised oiler for convenient lubrication of the shredding head.
- Large shred compartment with electronically secured door on the rear side of the machine.
- Shred trolley with plastic bag mounting frame. Powerful three phase motors (9.0 kW).
- Thermal motor protection. Robust shredding heads with special hardened cutting shafts made of high-quality steel, resistant against soft metal objects.
- Machine mobile on castors. Accessories at an extra cost: second shred trolley and a modular conveyor belt system for the shred exit area.
- Two years guarantee on the cutting tools. Depth with modular conveyor belt system: 3070 mm.

### 2. Medium to High Capacity Shredder

#### Product characteristics / Specification

- High shred speed for efficient shredding.
- EASY-SWITCH – intelligent multi- function control element indicating the operational status of the shredder with varying colour codes and back-lit symbols.
- Electronic control prevents overfeeding: automatic reverse and refeeding in case of paper jams.
- Main switch and emergency cut-off switch.
- Robust shredding heads with special hardened cutting shafts made of high-quality steel, resistant against soft metal objects.

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- Automatic oil injection on the cutting shafts during shredding operation for constantly high shred performance.
- Automatic standby after 30 minutes.
- Powerful three phase motors (4.0 kW for model 6340 S, 3.0 kW for model 6340 C).
- Thermal motor protection.
- Large shred compartment with door on the rear side of the machine.
- Plastic bag suspension with pull-out mechanism on wheels for easy removal of the full bag.
- High volume bag for the shredded material. Automatic cut-off when shred bag is full or the door is open.
- Convenient transportation width without side tables: 690 mm.
- Two-year guarantee on the cutting tools.

### 3. Medium Capacity Shredder

#### Product Characteristics / Specification

- Tilting feeding hopper for crumpled paper.
- Feeding paddle for effective insertion of crumpled paper into the cutting head.
- Second feed opening (460 mm) located under the hopper for flat paper and computer printouts with automatic start/stop via a photo cell.
- EASY-SWITCH – intelligent multi-function control element indicating the operational status of the shredder with varying colour codes and back-lit symbols.
- Electronic control prevents overfeeding: automatic reverse and refeeding in case of paper jams. Fold-away feeding table.
- Main switch and emergency cut-off switch. Robust shredding heads with special hardened cutting shafts made of high-quality steel, resistant against soft metal objects.
- Automatic oil injection on the cutting shafts during shredding operation for constantly high shred performance. Automatic standby after 30 minutes.
- Powerful three phase motor with thermal motor protection. Front door and mobile shred bin for easy removal of the full shred bag.
- High volume container for shredded material.
- Automatic stop when hopper or front door is opened, or when the shred bin is full.
- Mobile on castors.
- Two-year guarantee on cutting tools.

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## MOSES KOTANE LOCAL MUNICIPALITY



### **PART K** **CONTRACT TERM**

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## MOSES KOTANE LOCAL MUNICIPALITY

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**SUPPLY AND DELIVERY OF INFORMATION AND COMMUNICATION TECHNOLOGY (ICT) EQUIPMENT FOR THREE YEARS ON “AS AND WHEN REQUIRED BASIS”**

This is a contract for a period of 36 months, no representation regarding a renewal or continuation of contract after the termination date of this contract shall be valid unless recorded in writing in a new contract and signed by both parties.

**No renewal or continuation of the contract shall give rise to any expectation of further renewals or continuation of the contract.**

<b>SIGNATURE OF TENDERER</b>		<b>DATE</b>	
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## MOSES KOTANE LOCAL MUNICIPALITY



### PART L

### REQUIRED DOCUMENTS

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## SUBMISSION OF REQUIRED DOCUMENTS

You are required to submit the following documents:

N O	DOCUMENTS REQUIRED	SOLE PROPRIETOR	CCS AND PRIVATE COMPANIES	PARTNERSHIPS	PUBLIC COMPANIES	BUSINESS TRUST	NON- PROFIT ORGANISATIONA	JOINT VENTURES	WHERE TO OBTAIN THE DOCUMENT
1.	COMPANY REGISTRATION CERTIFICATE	N/A	Certificate of Incorporation CK 1/ CK 2	Partnership Agreement	Certificate of Incorporation CM3	Trust Agreement	Certificate of Incorporation Section 21	N/A	Registrar Of Companies and CC's
2.	VALID TAX PIN	For the Owner or the business	For the company/CC	For Individual Shareholders	For the company	For the Trust	For the NPO	For the JV	SARS
3.	CERTIFIED COPY OF GREEN BAR-CODED ID/SMART CARD FOR ALL ACTIVE DIRECTORS	For the owner	Directors/members	Partners	Directors	Trustees	Directors	For all Parties to the JV(Directors/Members)	Home Affairs
4.	RATES AND TAXES FOR THE OWNER/SHAREHOLDERS/DIRECTORS (ALL ACTIVE DIRECTORS MUST SUBMIT) IF THE RATES AND TAXES ACCOUNT IS NOT IN THE NAME OF THE DIRECTOR/S, THE ATTACHED MUNICIPAL RATES AND TAXES STATEMENT MUST BE ACCOMPANIED BY AN ORIGINAL AFFIDAVIT FROM THE PROPERTY OWNER WHOSE NAMES ARE REFLECTING ON THE MUNICIPAL RATES AND TAXES STATEMENT TO CONFIRM THAT THE DIRECTOR RESIDES IN THEIR PROPERTY.	For the owner	Directors/Members	Partners	Directors	Trustees	Directors	For all Parties to the JV(Directors/Members)	Municipality where they reside.
5.	RATES AND TAXES FOR THE ENTITY IF THE RATES AND TAXES ACCOUNT IS NOT IN THE NAME OF THE DIRECTOR/S, THE ATTACHED MUNICIPAL RATES AND TAXES STATEMENT MUST BE ACCOMPANIED BY AN ORIGINAL AFFIDAVIT FROM THE PROPERTY OWNER WHOSE NAMES ARE REFLECTING ON THE MUNICIPAL RATES AND TAXES STATEMENT TO CONFIRM THAT THE DIRECTOR RESIDES IN THEIR PROPERTY.	For the sole proprietor	For the company/CC	For the Partnership	For the company	For the Trust	For the Company	For All the Companies /CCs to the JV	Municipality where the entity is situated
6.	MBD 1 (INVITATION TO BID)	YES	YES	YES	YES	YES	YES	YES	Tender document
7.	MBD 4 (DECLARATION OF INTEREST)	YES	YES	YES	YES	YES	YES	YES	Tender document
8.	MBD 5 (DECLARATION FOR PROCUREMENT ABOVE R10 MILLION (ALL APPLICABLE TAXES INCLUDED) Attach audited annual financial statements for the past three years or since the date of establishment if established during the past three years (if applicable)	YES	YES	YES	YES	YES	YES	YES	Tender document
9.	MBD 6.1 (PREFERENCE POINTS CLAIM FORM)	YES	YES	YES	YES	YES	YES	YES	Tender document
10.	MBD 6.2 (DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT) if applicable	YES	YES	YES	YES	YES	YES	YES	Tender document
11.	MBD 7.1 (CONTRACT FORM – PURCHASE OF GOODS AND SERVICES) ~ Successful service provider	YES	YES	YES	YES	YES	YES	YES	Tender document
12.	MBD 7.2 (CONTRACT FORM - RENDERING OF SERVICES) Successful service provider	YES	YES	YES	YES	YES	YES	YES	Tender document
13.	MBD 8 (DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES)	YES	YES	YES	YES	YES	YES	YES	Tender document

**BID NO.**

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MOSES KOTANE LOCAL MUNICIPALITY

14	MBD 9 (CERTIFICATE OF INDEPENDENT BID DETERMINATION)	YES	YES	YES	YES	YES	YES	YES	Tender document
15	SCM 5 (MUNICIPAL RATES & CHARGES CLEARANCE CERTIFICATE) if applicable	YES	YES	YES	YES	YES	YES	YES	Tender document
16	AUTHORITY TO SIGN	YES	YES	YES	YES	YES	YES	YES	Tender document
17	PRICING SCHEDULE	YES	YES	YES	YES	YES	YES	YES	Tender document
18	FORM OF OFFER	YES	YES	YES	YES	YES	YES	YES	Tender document
19	JV AGREEMENT (if applicable)	YES	YES	YES	YES	YES	YES	YES	Entities
20	REGISTRATION AS OEM (ORIGINAL EQUIPMENT MANUFACTURER) SUPPLIER / DISTRIBUTOR	YES	YES	YES	YES	YES	YES	YES	
21	REGISTERED WITH THE CSD	YES	YES	YES	YES	YES	YES	YES	SELF REGISTRATION ON <a href="http://WWW.CSD.GO.VA">WWW.CSD.GO.VA</a>

**NB: Not submitting any of the abovementioned documents will render your tender non-responsive and as a result invalidate your offer.**

- Bidders who submit as a JV will be required to register for consolidated VAT. This will ensure that all members are held jointly and severally liable for VAT liabilities. Failure in which will halt the process of payment.**
- Current Rates and taxes certificate/Statement for the company (bidder) not in arrears for more than three months/ lease agreement if the property is rented, clearly stipulating who is responsible for the municipal rates and taxes/If the rates and taxes account are not in the names of the director/s, the attached municipal rates and taxes statement must be accompanied by an original affidavit from the property owner whose names are reflecting on the municipal rates and taxes statement to confirm that the director resides in their property.**
- Proof of residence & affidavit if residing in a village (clearly state on the affidavit that you don't pay rates and taxes, you reside and run business in the same address.**
- Copy of a certified copy will not be accepted**

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### LIST OF PROJECTS/ WORK/SERVICE PREVIOUSLY COMPLETED/PERFORMED RENDERED

NAME OF INSTITUTION	NATURE OF WORK	DURATION OF CONTRACT	TENDERED AMOUNT	CONTACT DETAILS	
				Person :	Tel:
				Capacity:	email
				Person	Tel;
				capacity	Email:
				Person :	Tel:
				Capacity:	email
				Person :	Tel:
				Capacity:	email
				Person :	Tel:
				Capacity:	email
				Person :	Tel:
				Capacity:	email
				Person :	Tel:
				Capacity:	email
				Person :	Tel:

<b>SIGNATURE OF TENDERER</b>		<b>DATE:</b>	
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MOSES KOTANE LOCAL MUNICIPALITY

**SCHEDULE OF PROPOSED STAFF ASSIGNED TO THIS PROJECT.**

NAME	JOB TITLE	YEARS IN THIS POSITION	Qualification	SIMILAR PROJECTS COMPLETED

<b>SIGNATURE OF TENDERER</b>		<b>DATE:</b>	
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**MOSES KOTANE LOCAL MUNICIPALITY**



**PART M**

**PRICING SCHEDULES**

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## PRICING SCHEDULE -- NON-FIRM PRICES

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

Name of Bidder		Bid Number	015/MKLM/2023/2024
Closing Time	10H00	Closing Date	13/05/2024

**NOTE: PRICE ADJUSTMENTS WILL BE ALLOWED AT THE PERIODS AND TIMES SPECIFIED IN THE BIDDING DOCUMENT.**

THE FOLLOWING WILL BE PERIODS TO CONSIDER PRICE ADJUSTMENTS	
1 <sup>ST</sup> Anniversary from date of appointment	2 <sup>ND</sup> anniversary
<p><b>NOTE:</b></p> <p><b>6. The municipality hereby allows the abovementioned periods for price adjustments, taking into consideration volatile market conditions and allowing service providers to effectively and efficiently be in a position to quote prices that reflect value for money and a shared risk factor in terms of unforeseen price changes which might put either the municipality or the prospective bidder in jeopardy</b></p> <p><b>7. The service provider must when changing prices, substantiate that with proof.</b></p>	

ITEM	DESCRIPTION	PRICE EXCLUDING VAT	PRICE INCLUDING VAT
1.	LAPTOPS 12TH GEN INTEL® CORE™ I5, DISPLAY: 39.6 CM (15.6")		
2.	LAPTOPS 12TH GEN INTEL® CORE™ I5, DISPLAY: 35.6 CM (14")		
3.	LAPTOPS 12TH GEN INTEL® CORE™ I5, DISPLAY: 40CM (17")		
4.	LAPTOPS 12TH GEN INTEL® CORE™ I7 DISPLAY: 39.6 CM (15.6		
5.	LAPTOPS 12TH GEN INTEL® CORE™ I7 DISPLAY: 35.6 CM (14")		
6.	LAPTOPS 12TH GEN INTEL® CORE™ I7 DISPLAY: 40CM (17")		

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**PRICING SCHEDULE**

7.	DESKTOPS INTEL® CORE I5		
8.	ALL-IN-ONE DESKTOPS <b>INTEL CORE I5</b>		
9.	UPS (UNINTERRUPTIBLE POWER SUPPLY) UNIT		
10.	DESKTOP PRINTERS (MFP)		
11.	MOBILE PRINTERS		
12.	PROJECTORS		
13.	PROJECTOR SCREENS TRIPOD SCREEN 1520*1520MM (VIEW: 1470*1470MM) - RATIO: 1:1		
14.	PROJECTOR SCREENS ELECTRIC PROJECTOR SCREEN 3050X3050MM WITH VIEW OF 2950X2950MM 1:1		
15.	PROJECTOR SCREENS PROJECTOR SCREEN, 1145MM W, 2030MM H, 16:9 ASPECT RATIO		
16.	PROJECTOR SCREENS PULL DOWN 4:3 PROJECTOR SCREEN (203 X 152)		
17.	MOUSE UNIVERSAL SB		
18.	KEYBOARDS UNIVERSAL SB		
19.	MONITORS / SCREENS FULL HIGH DIFINITION 21.5		
20.	MONITORS / SCREENS FULL HIGH DIFINITION 23.8		
21.	MONITORS / SCREENS FULL HIGH DIFINITION 27		
22.	MONITORS / SCREENS FULL HIGH DIFINITION 32		
23.	RAM DESKTOPS OEM OR SIMILAR PN 4		
24.	RAM DESKTOPS OEM OR SIMILAR PN 8		
25.	RAM DESKTOPS OEM OR SIMILAR PN16		

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PRICING SCHEDULE

26.	RAM DESKTOPS OEM OR SIMILAR PN 32		
27.	RAM LAPTOPS OEM OR SIMILAR PN 4		
28.	RAM LAPTOPS OEM OR SIMILAR PN 8		
29.	RAM LAPTOPS OEM OR SIMILAR PN 16		
30.	RAM LAPTOPS OEM OR SIMILAR PN32		
31.	RAM SERVERS OEM OR SIMILAR PN4		
32.	RAM SERVERS OEM OR SIMILAR PN8		
33.	RAM SERVERS OEM OR SIMILAR PN16		
34.	RAM SERVERS OEM OR SIMILAR PN32		
35.	RAM SERVERS OEM OR SIMILAR PN128		
36.	PSU (POWER SUPPLY UNIT) FOR DESKTOPS OEM OR SIMILAR PN		
37.	PSU (POWER SUPPLY UNIT) FOR SERVERS OEM OR SIMILAR PN		
38.	VIDEO CARD OEM OR SIMILAR PN		
39.	MOTHERBOARD OEM OR SIMILAR PN		
40.	CD & DVD DRIVE OEM OR SIMILAR PN		
41.	SOUND CARD OEM OR SIMILAR PN		
42.	NETWORK CARDS OEM OR SIMILAR PN		
43.	EHDD (EXTERNAL HARD DISK DRIVE) 500 GB		
44.	EHDD (EXTERNAL HARD DISK DRIVE) 1000 GB		
45.	EHDD (EXTERNAL HARD DISK DRIVE) 2000GB		

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PRICING SCHEDULE

46.	EHDD (EXTERNAL HARD DISK DRIVE) 4000 GB		
47.	(HARD DISK DRIVE) HDD 500GB OEM OR SIMILAR PN		
48.	(HARD DISK DRIVE) HDD 1000GB OEM OR SIMILAR PN		
49.	(HARD DISK DRIVE) HDD 2000GB OEM OR SIMILAR PN		
50.	(SOLID STATE DRIVE) SDD 265GB OEM OR SIMILAR PN		
51.	(SOLID STATE DRIVE) SDD 512GB OEM OR SIMILAR PN		
52.	(SOLID STATE DRIVE) SDD 1000GB OEM OR SIMILAR PN		
53.	LAPTOP CHARGERS OEM		
54.	LAPTOP BATTERIES OEM		
55.	LAPTOP BAGS ~ BACKPACK 11"		
56.	LAPTOP BAGS ~ BACKPACK 14,5"		
57.	LAPTOP BAGS ~ BACKPACK 15.7"		
58.	LAPTOP BAGS ~ BACKPACK 17.7"		
59.	LAPTOP BAGS ~ HANDHELD 11"		
60.	LAPTOP BAGS ~ HANDHELD 14,5"		
61.	LAPTOP BAGS ~ HANDHELD 15.7"		
62.	LAPTOP BAGS ~ HANDHELD 17.7"		
63.	LAPTOP BAGS ~ ROLLER 11"		
64.	LAPTOP BAGS ~ ROLLER 14,5"		
65.	LAPTOP BAGS ~ ROLLER 15.7"		

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PRICING SCHEDULE

66.	LAPTOP BAGS ~ ROLLER 17.7"		
67.	HDMI ADAPTERS VGA TO HDMI		
68.	USB ADAPTERS 3.0 TO GIGABIT RJ45		
69.	WEBCAMS		
70.	DIGITAL CAMERAS		
71.	SHREDDER ~ HIGH CAPACITY		
72.	SHREDDER ~ MEDIUM TO HIGH CAPACITY		
73.	SHREDDER ~ MEDIUM CAPACITY		
<b>SUB-TOTAL</b>			
<b>VAT 15%</b>			
<b>TOTAL</b>			

1.	Period required for commencement with project after acceptance of bid	
----	---	--

2.	Are the rates quoted firm for the full period of contract?	YES	NO
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<b>TOTAL TENDER PRICE (Including Vat)</b>	<b>R</b>
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MOSES KOTANE LOCAL MUNICIPALITY

MBD 3.2

Required by:	MOSES KOTANE LOCAL MUNICIPALITY		
At:	933 STATION ROAD UNIT 3 MOGWASE CIVIC CENTRE 0314		
Does the offer comply with the specification(s)?		YES	NO
If not to specification, indicate deviation(s)			
Period required for delivery			
Delivery basis			

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

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

**PRICE ADJUSTMENTS****A NON-FIRM PRICES SUBJECT TO ESCALATION**

1. IN CASES OF PERIOD CONTRACTS, NON FIRM PRICES WILL BE ADJUSTED (LOADED) WITH THE ASSESSED CONTRACT PRICE ADJUSTMENTS IMPLICIT IN NON FIRM PRICES WHEN CALCULATING THE COMPARATIVE PRICES

2. IN THIS CATEGORY PRICE ESCALATIONS WILL ONLY BE CONSIDERED IN TERMS OF THE FOLLOWING FORMULA:

$$Pa = (1 - V)Pt \left( D1 \frac{R1t}{R1o} + D2 \frac{R2t}{R2o} + D3 \frac{R3t}{R3o} + D4 \frac{R4t}{R4o} \right) + VPt$$

Where:

Pa = The new escalated price to be calculated.

(1-V)Pt = 85% of the original bid price. **Note that Pt must always be the original bid price and not an escalated price.**

D1, D2.. =Each factor of the bid price eg. labour, transport, clothing, footwear, etc. The total of the various factors D1, D2...etc. must add up to 100%.

R1t, R2t.....=Index figure obtained from new index (depends on the number of factors used).

R1o, R2o =Index figure at time of bidding.

VPt = 15% of the original bid price. This portion of the bid price remains firm i.e. it is not subject to any price escalations.

3. The following index/indices must be used to calculate your bid price:

Index..... Dated.....Index..... Dated.....Index..... Dated.....

Index..... Dated.....Index..... Dated.....Index..... Dated.....

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4. FURNISH A BREAKDOWN OF YOUR PRICE IN TERMS OF ABOVE-MENTIONED FORMULA. THE TOTAL OF THE VARIOUS FACTORS MUST ADD UP TO 100%.

FACTOR (D1, D2 etc. eg. Labour, transport etc.)	P PERCENTAGE OF BID PRICE

**B PRICES SUBJECT TO RATE OF EXCHANGE VARIATIONS**

1. Please furnish full particulars of your financial institution, state the currencies used in the conversion of the prices of the items to South African currency, which portion of the price is subject to rate of exchange variations and the amounts remitted abroad.

PARTICULARS OF FINANCIAL INSTITUTION	ITEM NO	PRICE	CURRENCY	RATE	PORTION OF PRICE SUBJECT TO ROE	AMOUNT IN FOREIGN CURRENCY REMITTED ABROAD
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		

2. Adjustments for rate of exchange variations during the contract period will be calculated by using the average monthly exchange rates as issued by your commercial bank for the periods indicated hereunder: (Proof from bank required)

AVERAGE MONTHLY EXCHANGE RATES FOR THE PERIOD:	DATE DOCUMENTATION MUST BE SUBMITTED TO THIS OFFICE	DATE WHICH CALCULATED PRICES WILL BECOME EFFECTIVE	FROM NEW WILL	DATE UNTIL WHICH NEW CALCULATED PRICE WILL BE EFFECTIVE

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MOSES KOTANE LOCAL MUNICIPALITY

MBD 3.2

Any enquiries regarding bidding procedures may be directed to:

Any Enquiries Regarding The Bidding Procedure May Be Directed To					
Moses Kotane Local Municipality					
Department	Budget And Treasury	Contact Person	Mr T. Pitse	Tel	014 555 1437
	Budget And Treasury	Contact Person	Ms S. Marule	Tel	014 555 1313

Any enquiries regarding Technical Information May Be Directed To					
Department	Corporate Services	Contact Person	Mr W. Mokgosi	Tel	014 555 1420

SIGNATURE OF TENDERER		DATE:	
NAME OF SIGNATORY		CAPACITY	
NAME OF FIRM (COMPANY)			

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**MOSES KOTANE LOCAL MUNICIPALITY**



**PART N**

**FORM OF OFFER**

**NB: COMPLETE AND SIGN THE OFFER PAGES.**



**FORM OF OFFER****RE-ADVERT: 015/MKLM/2023/2024****SUPPLY AND DELIVERY OF INFORMATION AND COMMUNICATION TECHNOLOGY (ICT) EQUIPMENT FOR THREE YEARS ON “AS AND WHEN REQUIRED BASIS”**

The Purchaser has solicited offers to enter into a contract for appointment of a service provider for supply and delivery of information and communication technology (ICT) equipment for three years on “as and when required basis”

The tenderer, identified in the offer signature block, has examined the documents listed in the tender Document and addenda thereto as listed in the tender document table of contents, and by submitting this offer has accepted the conditions of tender.

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

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

<b>In figures</b>	<b>In words</b>
<b>R</b>	

**Enter an amount above only if the total of the Prices column in the Price List includes all the work included in the offer.**

This offer may be accepted by the Purchaser by signing the acceptance part of this form of offer and acceptance and returning one copy of this document to the tenderer before the end of the period of validity stated in the tender data, whereupon the tenderer becomes the party named as the Supplier in the conditions of contract identified in the Contract Data..

<b>SIGNATURE(S)</b>		<b>NAME(S)</b>	
<b>CAPACITY</b>		<b>NAME OF ORGANISATION/COMPANY AND ADDRESS</b>	
<b>NAME OF WITNESS</b>		<b>SIGNATURE OF WITNESS</b>	

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**MOSES KOTANE LOCAL MUNICIPALITY**



**PART O**

**FORM OF ACCEPTANCE**



**FORM OF ACCEPTANCE**

**SUPPLY AND DELIVERY OF INFORMATION AND COMMUNICATION  
TECHNOLOGY (ICT) EQUIPMENT FOR THREE YEARS ON “AS AND WHEN  
REQUIRED BASIS”**

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

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

Signature(s) .....

Name(s) .....

Capacity .....

For the

Employer

.....

.....

(Name and address of organization)

Date: .....

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## **MOSES KOTANE LOCAL MUNICIPALITY**



### **PART P**

#### **EVALUATION CRITERIA**

**EVALUATION CRITERIA AND METHODOLOGY****1. FUNCTIONALITY****FUNCTIONALITY**

<b>CRITERIA</b>	<b>DESCRIPTION OF DOCUMENTS REQUIRED</b>	<b>MAXIMUM ATTAINABLE POINTS</b>
Company experience on similar project <ul style="list-style-type: none"> <li>• 5 projects or more = 30</li> <li>• 3 – 4 projects = 20</li> <li>• 1 – 2 projects = 10</li> </ul>	Appointment letters and reference letters from previous and current government institutions/private sectors	<b>30</b>
Capacity to perform  Bank Rating C = 20 D =15 E =10 F =5 G/H = 0	Confirmation Letter from the Bank	<b>20</b>
<b>Total</b>		<b>50</b>
Bidders must obtain a minimum of <b>30 out of 50 points</b> to be evaluated further.		<b>30</b>

**NB**

**Registration as OEM (Original Equipment Manufacturer) Supplier / Distributor required**

**“Confirmation letter or Supplier Certificate”**

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## 2. PRICE AND SPECIFIC GOALS

Bidders will be evaluated on price and specific goals, evaluation for Price and specific goals shall be based on the 80/20 PPPFA principle and the points for evaluation criteria are as follows on each bid.

Evaluation Criteria		Points
1.	Price	80
2.	Specific goals	20
3.	Total	100

**MOSES KOTANE LOCAL MUNICIPALITY**



**PART Q**

**COMPACT DISC (CD) REQUIREMENTS**



### EXAMPLE DISC



**Bidders must scan the entire document together with all the attachments, and burn that information in a non-rewritable disc.**

The following documents must be ensured that are scanned:

- The completed tender/proposal document.
- All returnable documents, including and not limited to Tax pin, BB-BEE certificates, registration documents, Certified ID Copies.
- 

**It is very important that bidders do so as such information act as a backup mechanism should bidders documents, which are required for evaluation go missing.**

**Bidders must make four copies of the same CDs and attach them to the hardcopy documents.**

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## **MOSES KOTANE LOCAL MUNICIPALITY**



### **PART R**

### **CHECKLIST**

**Checklist of documents to be submitted:**

*Please tick in the relevant block below*

**YES****NO**☐☐

Company registration documents listing all members with percentages, in case of a CC/PTY LTD

☐☐

Proof of ownership i.e. Shareholding CK1/CK2, Partnership agreement, Shareholding CM3

☐☐

Valid Tax Pin.

☐☐

Latest Certified copies (Copy with original stamp of not more than 3 months) of all share certificates (i.e. copy with original stamp), in case of a company.

☐☐

Updated rates and taxes certificate (SCM 5) not older than three months for the company, proof of residence / affidavit from SAPS if working from home.

☐☐

Updated rates and taxes certificate (Municipal Accounts) for Directors/Members of the company not older than three months.

☐☐

Proof of residence and affidavit from SAPS if working from home, clearly stating under oath that the company works from home.

☐☐

Proof of residence and affidavit from SAPS if the place you reside in is not paying rates and taxes, clearly stating under oath that the people residing there, do not pay for rates and taxes.

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MOSES KOTANE LOCAL MUNICIPALITY

CHECKLIST

- |                          |                          |  |
|--------------------------|--------------------------|--|
| <input type="checkbox"/> | <input type="checkbox"/> | Updated BEE rating certificate issued by a SANAS Accredited BEE verification agency  |
| <input type="checkbox"/> | <input type="checkbox"/> | Proof of purchase of tender document/Receipt (Original Copy)   |
| <input type="checkbox"/> | <input type="checkbox"/> | Joint Venture Certificate (Only in Case of a Joint Venture)  |
| <input type="checkbox"/> | <input type="checkbox"/> | List of references of past and present clients (name of institution, Nature of work, Duration of contract, tendered amount, contact person with office telephone number) |
| <input type="checkbox"/> | <input type="checkbox"/> | Authority to sign in the company letterhead  |

Please ensure that the following documents are completed:

YES NO

- |                          |                          |   |
|--------------------------|--------------------------|---|
| <input type="checkbox"/> | <input type="checkbox"/> | Completed specifications  |
| <input type="checkbox"/> | <input type="checkbox"/> | Completed Bid Conditions  |
| <input type="checkbox"/> | <input type="checkbox"/> | Completed Economic Empowerment                                  |
| <input type="checkbox"/> | <input type="checkbox"/> | Completed Price Schedule with detailed breakdown                |
| <input type="checkbox"/> | <input type="checkbox"/> | All pages of the tender and supporting documents are initialled |
| <input type="checkbox"/> | <input type="checkbox"/> | The tender document completed in black ink                      |

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MOSES KOTANE LOCAL MUNICIPALITY

CHECKLIST

☐☐

All relevant forms signed

☐☐

The tender document has not been tempered with, it is in the same order and not part there of removed or omitted.

☐☐

One original tender document with one soft copy in CDs (clearly marked as original and copy 1)

Kindly take note that:

1. **Should all of these documents not be included, the bidder may be disqualified on the basis of non-compliance.**
2. **The same documents must be submitted for all other companies that are involved in the tender in case of a consortium.**

<b>SIGNATURE</b>		<b>DATE</b>	
<b>NAME OF SIGNATORY</b>			
<b>POSITION</b>			
<b>NAME OF BIDDER(COMPANY)</b>			