



BID DOCUMENT

BID NUMBER: T2025/26/018

BIDS ARE INVITED FROM RECOGNISED PROFESSIONAL SERVICE PROVIDERS FOR LEASING AND MAINTENANCE OF PHOTOCOPIERS FOR 24 MONTHS

CLOSING DATE:	24/03/2026	TIME	12H00
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NAME OF TENDERER	
TOTAL AMOUNT (FORM OF OFFER)	
CENTRAL SUPPLIER DATABASE NUMBER	MAAA
TAX COMPLIANCE PIN	
CONTACT PERSON	
CONTACT NUMBER	

ENQUIRIES REGARDING BID PROCEDURES		CORPORATE ENQUIRIES	
DIRECTORATE FINANCIAL SERVICES SUPPLY CHAIN MANAGEMENT UNIT		DEPARTMENT OF CORPORATE SERVICES	
MRS. BG. NTINGA		MRS. TT MATHENJWA	
SCM MANAGER		GM: CORPORATE SERVICES	
TEL. NUMBER	033 816 6882	TEL. NUMBER	033 816 6800
TENDER ISSUED BY			
UMSHWATHI MUNICIPALITY		1 MAIN STREET NEW HANOVER	

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		BIDDER	WITNESS	EMPLOYER	WITNESS

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PUBLIC INVITATION FOR COMPETITIVE BIDS
TENDER NOTICE NO.: T2025/26/018
CLOSING DATE: 24 MARCH 2026
TIME: 12H00

PROPOSALS ARE INVITED FROM RECOGNISED PROFESSIONAL SERVICE PROVIDERS FOR LEASING AND MAINTENANCE OF PHOTOCOPIERS FOR A PERIOD OF TWENTY-FOUR (24) MONTHS

In terms of section 110 of the Municipal Finance Management Act, (No. 56 of 2003), tenders are hereby invited for **Leasing and Maintenance of Photocopiers for a period of 24 months**

Tender documents are available and can be downloaded free on the National Treasury E-Tender Portal (www.etenders.gov.za) or Umshwathi Municipality website (www.umshwathi.gov.za) from **19 February 2026, Thursday**. The physical address for collection of tender documents is uMshwathi Municipality Main Offices, Main Road, Opposite Police Station, New Hanover upon payment of a non-refundable tender fee of **R420.00**, payable in cash only.

No **compulsory** briefing session will be held. Tenders are to be submitted in a sealed envelope, clearly marked '**Tender Description and Tender No**' and deposited in the tender box situated in the reception area of the uMshwathi Municipal Offices in New Hanover, on or before the **closing date and time of 24 March 2026, Tuesday at 12h00**, where the tenders will be opened in public. Late tenders or those that are received by way of facsimile or e-mail will, under no circumstances, be considered.

All technical enquiries relating to these documents must be addressed to the General Manager: Corporate Services, Mrs. TT Mathenjwa on 033 816 6800 or email: thulilem@umshwathi.gov.za during working hours, 07h30 to 16h00, Monday to Friday.

The evaluation of tenders will be done in line with the uMshwathi Local Municipality's approved Supply Chain Policy, following these steps Responsiveness, Functionality, price and specific goal points. Only tenderers meeting minimum qualifying score of **70%** on functionality as detailed in the tender document shall qualify for further evaluation. uMshwathi Municipality does not bind itself to accept the lowest or any tender.

NB: NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE
 (As defined in Regulation 1 of the local government: Municipal Supply Chain Management Regulations)

Claim for Specific Goals for 20 Points Allocation
To claim 20 points for specific goals, the company must have the following ownership:

GOALS	POINTS	VERIFICATION METHOD
Historical Disadvantaged Black Person 100% Black Person Equal or greater than 51%	MAX: 10 10 5	CSD
Historical Disadvantaged Women 100% Black Person Equal or greater than 51%	MAX: 5 5 2.5	CSD
Historical Disadvantaged Disabled Person 100% Black Person Equal or greater than 51%	MAX: 5 5 2.5	Medical Doctor's Certificate

Tenders shall be valid for a period of **120 days**.The uMshwathi Local Municipality does not bind itself to accept the lowest or any tender.

NB: NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE (As defined in Regulation 1 of the local government: Municipal Supply Chain Management Regulations).

Yours faithfully

Mr. RM. Khanyile
Municipal Manager

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B1.2: BID DATA

B1.2.1: STANDARD CONDITIONS OF BID

The Bid Data make several references to the Standard Conditions of Bid for details that apply specifically to this Bid. The Bid Data shall have preference in the interpretation of any ambiguity or inconsistency between it and the Standard Conditions of Bid.

Each item of Bid Data given below is cross-referenced to the relevant clause in the Standard Conditions of Bid to which it mainly applies.

Clause No.

F.1.1 GENERAL

F.1.1 Actions

F.1.1.1 The Employer and each Bidder submitting a Bid offer shall comply with these Conditions of Bid. In their dealings with each other, they shall discharge their duties and obligations, as set out in F.2 and F.3, timeously and with integrity, and behave equitably, honestly and transparently, comply with all legal obligations and not engage in anticompetitive practices.

F.1.1.2 The employer and the bidder and all their agents and employees involved in the bid process shall avoid conflicts of interest and where a conflict of interest is perceived or known, declare any such interest in their bid submissions. Employees, agents and advisors of the employer shall declare any conflict of interest to whoever is responsible for overseeing the procurement process at the start of any deliberations relating to the procurement process or as soon as they become aware of such conflict and abstain from any decisions where such conflict exists or recuse themselves from the procurement process, as appropriate.

Note

1) A conflict of interest may arise due to a conflict of roles which Internal provide an incentive for improper acts in some circumstances. A conflict of interest can create an appearance of impropriety that can undermine confidence in the ability of the person to act properly in his or her position even if no improper acts result.

2) Conflicts of interest in respect of those engaged in the procurement process include direct, indirect or family interests in the bid or outcome of the procurement process and any personal bias, inclination, obligation, allegiance or loyalty which would in any way affect any decision taken.

F.1.1.3 The employer shall not seek and a tenderer shall not submit a tender without having a firm intention and the capacity to proceed with the contract.

F.1.2 Bid documents

The documents issued by the Employer for the purpose of a Bid offer are listed in the Bid Data.

F.1.3 Interpretation

F.1.3.1 The Bid Data and additional requirements contained in the Bid schedules that are included in the returnable documents are deemed to be part of the Conditions of Bid.

F.1.3.2 These Conditions of Bid, the Bid Data and Bid schedules which are only required for Bid evaluation purposes, will not form part of any contract arising from the invitation to Bid.

F.1.3.3 For the purposes of these conditions for the calling for expressions of interest, the following definitions apply:

- a) Conflict of interest means any situation in which
 - i. Someone in a position of trust has competing professional or personal interest which make it difficult to fulfil his or her duties impartially;
 - ii. An individual or organisation is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit; or
 - iii. Incompatibility or contradictory interests exist between an employee and the organisation which

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employs that employee.

- b) **Comparative offer** means the bidder’s financial offer after the factors of non-firm prices, all unconditional discounts and any other bided parameters that will affect the value of the financial offer have been taken into consideration
- c) **corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the bid process; and
- d) **Fraudulent practice** means the misrepresentation of the facts in order to influence the bid process or the award of a contract arising from a bid offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels
- e) **Organisation** means a company, firm, enterprise, association or other legal entity, whether incorporated or not, or a public body
- f) **Quality (functionality)** means the totality of features and characteristics of a product or service that bear on its ability to satisfy stated or implied needs.

F.1.4 Communication and Employer’s agent

Each communication between the Employer and a Bidder shall be to or from the Employer’s agent only, and in a form that can be read, copied and recorded. Writing shall be in the English language. The Employer will not take any responsibility for non-receipt of communications from or by a Bidder. The name and contact details of the Employer’s agent are stated in the Contract Data.

F.1.5 The Employer’s right to accept or reject any Bid offer

F.1.5.1 The Employer may accept or reject any variation, deviation, Bid offer, or alternative Bid offer, and may cancel the Bid process and reject all Bid offers at any time before the formation of a contract. The Employer will not accept or incur any liability to a Bidder for such cancellation and rejection but shall give reasons for such action upon written request to do so.

F.1.5.2 The employer may not subsequent to the cancellation or abandonment of a tender process or the rejection of all responsive tender offers re-issue a tender covering substantially the same scope of work within a period of six months unless only one tender was received and such tender was returned unopened to the tenderer.

F.1.6 Procurement Procedures

F.1.6.1 General

Unless otherwise stated in the bid data, a contract will, subject F.3.13, be concluded with the bidder who in terms of F.3.11 is the highest ranked or the bidder scoring the highest number of bid evaluation points, as relevant, based on the bid submissions that are received at the closing time for bids.

F.1.6.2 Competitive Negotiation Procedure

F.1.6.2.1 Where the bid data require that the competitive negotiation procedure is to be followed, bidders shall submit bid offers in response to the proposed contract in the first round of submissions. Notwithstanding the requirements of F.3.4, the Employer shall announce only the names of the bidders who make a submission. The requirements of F.3.8 relating to the material deviations or qualifications which affect the competitive positions of bidders shall not apply.

F.1.6.2.2 All responsive bidders, or not less than three responsive bidders that are highest ranked in terms of the evaluation method and evaluation criteria stated in the data, shall be invited in each round to enter the competitive negotiations, based on the principle of equal treatment and keeping confidential the proposed solutions and associated information. Notwithstanding the provisions of F.2.17, the Employer may request that bids be clarified, specified and fine-tuned in order to improve a bidder’s competitive position provided that such clarification, specification, fine-tuning and additional information does not alter any fundamental aspects of the offers or impose substantial new requirements which restrict or distort competition or have a discriminatory effect.

F.1.6.2.3 At the conclusion of each round of negotiations, bidders shall be invited by the Employer to make a fresh bid offer, based on the same evaluation criteria, with or without adjusted weightings. Bidders shall be advised when they are to submit their best and final offer.

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F.1.6.2.4 The contract shall be awarded in accordance with the provisions of F.3.11 and F.3.13 after bidders have

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been requested to submit their best and final offer.

F.1.6.3 Proposal Procedure using two stage system

F.1.6.3.1 Option 1

Bidders shall in the first stage submit technical proposals and, if required, cost parameters around which a contract may be negotiated. The Employer shall evaluate each responsive submission in terms of the method of evaluation stated in the bid data, and in the second stage negotiate a contract with the bidder scoring the highest number of evaluation points and award the contract in terms of these conditions of bid.

F.1.6.3.2 Option 2

F.1.6.3.2.1 Bidders shall submit in the first stage only technical proposals. The Employer shall invite all responsive bidders to submit bid offers in the second stage, following the issuing of procurement documents.

F.1.6.3.2.2. The Employer shall evaluate bids received during the second stage in terms of the method of evaluation stated in the bid data and award the contract in terms of these conditions of bid.

F.2 BIDDER’S OBLIGATIONS

The Bidder shall comply with the obligation's hereafter:

F.2.1 Eligibility

F.2.1.1 Submit a Bid offer only if the Bidder satisfies the criteria stated in the Bid Data and if the Bidder, or any of his principals, is not under any restriction to do business with the Employer.

F.2.1.2 Notify the Employer of any proposed material change in the capabilities or formation of the Bidding entity (or both) or any other criteria which formed part of the qualifying requirements used by the Employer as the basis in a prior process to invite the bidder to submit a bid offer and obtain the Employer’s written approval prior to do so prior to the closing time of bids.

F.2.2 Cost of Bidding

Accept that the Employer will not compensate the Bidder for any costs incurred in the preparation and submission of a Bid Offer, including the costs of any testing necessary to demonstrate that aspects of the offer comply with requirements.

F.2.3 Check documents

Check the Bid documents on receipt for completeness and notify the Employer of any discrepancy or omission.

F.2.4 Confidentiality and copyright of documents

Treat as confidential all matters arising in connection with the Bid. He shall use and copy the documents issued by the Employer only for the purpose of preparing and submitting a Bid Offer in response to the invitation.

F.2.5 Reference documents

Obtain, as necessary for submitting a Bid Offer, copies of the latest versions of Standards, Specifications, Conditions of Contract and other publications, which are not attached but which are incorporated into the Bid documents by reference.

F.2.6 Acknowledge addenda

Acknowledge receipt of addenda to the Bid documents, which the Employer may issue, and if necessary, apply for an extension to the closing time stated in the Bid Data if necessitated as a result of the addenda.

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F.2.7 Site visit and clarification meeting

No compulsory site visit.

F.2.8 Seek clarification

Request clarification of the Bid documents, if necessary, by notifying the Employer at least five working days before the closing time for submission of Bids stated in the Bid Data.

F.2.9 Insurance

Be aware that the extent of insurance to be provided by the Employer (if any) Internal not be for the full cover required in terms of the Conditions of Contract identified in the Contract Data. The Bidder is advised to seek qualified advice regarding insurance.

F.2.10 Pricing the Bid Offer

F.2.10.1 Include in the rates, prices, and the Bided total of the prices all duties, taxes, except value-added tax (VAT), and other levies payable by the successful Bidder, such duties, taxes and levies being those applicable 14 days before the closing time for submission of Bids stated in the Bid Data.

F.2.10.2 Show VAT payable by the Employer separately as an addition to the Bided total of the prices.

F.2.10.3 Provide rates and prices that are fixed for the duration of the contract and not subject to adjustment except as provided for in the Conditions of Contract identified in the Contract Data.

F.2.10.4 State the rates and prices in Rand unless instructed otherwise in the Bid Data. The Conditions of Contract identified in the Contract Data may provide for part payment in other currencies.

F.2.11 Alterations to documents

Do not make any alterations or additions to the Bid documents, except to comply with instructions issued by the Employer, or alterations or additions necessary to correct errors made by the Bidder. All signatories to the Bid Offer shall initial all such alterations. Erasures and the use of masking fluid are prohibited.

F.2.12 Alternative Bid Offers

F.2.12.1 Submit alternative Bid Offers only if a main Bid Offer, strictly in accordance with all the requirements of the Bid documents, is also submitted. The alternative Bid Offer is to be submitted with the main Bid Offer together with a schedule that compares the requirements of the Bid documents with the alternative requirements the Bidder proposes.

F.2.12.2 Accept that an alternative Bid offer may be based only on the criteria stated in the Bid Data or criteria otherwise acceptable to the Employer.

F.2.13 Submitting a Bid Offer

F.2.13.1 Submit a Bid Offer to only, either as a single Bidding entity or as a member in joint venture, provide the whole of the works, services or supply identified in the Contract Data, unless stated otherwise in the Bid Data.

F.2.13.2 Return all returnable documents to the Employer after completing them in their entirety, either electronically (if they were issued in electronic format) or by writing in **black ink**.

F.2.13.3 Submit the Bid Offer communicated on paper as an original plus the number of copies stated in the Bid Data, with an English translation of any documentation in a language other than English, and the parts communicated electronically in the same format as they were issued by the employer.

F.2.13.4 Sign the original (and all copies, if applicable) of the Bid Offer where required in terms of the Bid Data. The Employer will hold all authorized signatories liable on behalf of the Bidder. Signatories for Bidders proposing to contract as joint ventures shall state which of the signatory is the lead partner whom the Employer shall hold liable for the purpose of the Bid Offer.

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- F.2.13.5 Seal the original (and each copy, if applicable) of the Bid Offer as separate packages marking the packages as "ORIGINAL" and "COPY". Each package shall state on the outside the Employer's address and identification details stated in the Bid Data, as well as the Bidder's name and contact address.
- F.2.13.6 Where a two-envelope system is required in terms of the Bid Data, place and seal the returnable documents listed in the Bid Data in an envelope marked "technical proposal". Each envelope shall state on the outside the Employer's address and identification details stated in the Bid Data, as well as the Bidder's name and contact address.
- F.2.13.7 Seal the original Bid offer and copy packages together in an outer package that states on the outside only the Employer's address and identification details as stated in the Bid Data.
- F.2.13.8 Accept that the Employer will not assume any responsibility for the misplacement of premature opening of the Bid Offer if the outer package is not sealed and marked as stated.
- F.2.13.9 Accept that bid offers submitted by facsimile or email will be rejected by the Employer, unless stated otherwise in the bid data.

F.2.14 Information and data to be completed in all respects

Accept that Bid offers, which do not provide all the data or information requested completely and, in the form, required, may be regarded by the Employer as being non-responsive.

F.2.15 Closing time

- F.2.15.1 Ensure that the Employer receives the Bid Offer at the address specified in the Bid Data not later than the closing time stated in the Bid Data. Proof of posting shall not be accepted as proof of delivery. The Employer will not accept Bid Offers submitted by telegraph, telex, facsimile or e-mail, unless stated otherwise in the Bid Data.
- F.2.15.2 Accept that, if the Employer extends the closing time stated in the Bid Data for any reason, the requirements of the Conditions Bid apply equally to the extended deadline.

F.2.16 Bid Offer validity

- F.2.16.1 Hold the Bid Offer(s) valid for acceptance by the Employer at any time during the validity period stated in the Bid Data after the closing time stated in the Bid Data.
- F.2.16.2 If requested by the Employer, consider extending the validity period stated in the Bid Data for an agreed additional period.
- F.2.16.3 Accept that a bid submission that has been submitted to the employer may only be withdrawn or substituted by giving the employer's agent written notice before the closing time for bids that a bid is to be withdrawn or substituted.
- F.2.16.4 Where a bid submission is to be substituted, submit a substitute bid in accordance with the requirements of F.2.13 with the packages clearly marked as "SUBSTITUTE".

F.2.17 Clarification of Bid Offer after submission

Provide clarification of a Bid Offer in response to a request to do so from the Employer during the evaluation of Bid Offers. This may include providing a breakdown of rates or prices and correction of arithmetical errors by the adjustment of certain rates or item prices (or both). No change in the total of the prices or substance of the Bid Offer should be sought, offered, or permitted. The total of the prices stated by the Bidder shall be binding upon the Bidder.

F.2.18 Provide other material

- F.2.18.1 Provide, on request by the Employer, any other material that has a bearing on the Bid Offer, the Bidder's commercial position (including notarized joint venture agreements), referencing arrangements, or samples of materials, considered necessary by the Employer for the purpose of a full and fair risk assessment. Should the Bidder not provide the material, or a satisfactory reason as to why it cannot be

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provided, by the time for submission stated in the Employer's request, the Employer may regard the Bid Offer as being non-responsive.

F.2.18.2 Dispose of samples of materials provided for evaluation by the employer, where required.

F.2.19 Inspections, tests and analyses

Provide access during working hours to premises for inspections, tests and analyses as provided for the in the Bid Data.

F.2.20 Submit securities, bonds, policies, etc.

If requested, submit for the Employer's acceptance before formation of the contract, all securities, bonds, guarantees, policies and certificates of insurance required in terms of the Conditions of Contract identified in the Contract Data.

F.2.21 Check final draft

Check the final draft of the contract provided by the Employer within the time available for the Employer to issue the contract.

F.2.22 Return of other Bid documents

If so instructed by the Employer, return all retained Bid documents within 28 days after the expiry of the validity period stated in the Bid Data.

F.2.23 Certificates

Include in the Bid submission or provide the Employer with any certificates as stated in the Bid Data.

F.3 EMPLOYER'S UNDERTAKINGS

The Employer undertakes to:

F.3.1 Respond to clarification

F.3.1.1 Respond to a request for clarification received up to five working days before the Bid closing time stated in the Bid Data and notify all Bidders who drew procurement documents.

F.3.1.2 Consider any request to make material change in the capabilities or formation of the Bidding entity (or both) or any other criteria which formed part of the qualifying requirements used to prequalify a bidder to submit a bid offer in terms of a previous procurement process and deny any such request if as a consequence:

- a. An individual firm or joint venture as a whole, or any individual member of the joint venture fails to meet any of the collective or individual qualifying requirements.
- b. The new partners to a joint venture were not prequalified in the first instance, either as individual firms or as another joint venture; or
- c. In the opinion of the Employer, acceptance of the material change would compromise the prequalification process.

F.3.2 Issue addenda

If necessary, issue addenda, which may amend or amplify the Bid documents, to each Bidder during the period from the date of the Bid Notice until 7 days before the Bid closing time stated in the Bid Data. If, as a result of the issuing of addenda, a Bidder applied for an extension to the closing time stated in the Bid Data, the Employer may grant such extension and shall then notify all Bidders who drew documents.

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F.3.3 Return late Bid Offers

Return Bid Offers received after the closing time stated in the Bid Data, unopened (unless it is necessary to open a Bid submission to obtain a forwarding address), to the Bidder concerned.

F.3.4 Opening of Bid submissions

F.3.4.1 Unless the two-envelope system is to be followed, open valid Bid submissions in the presence of Bidders' agents who choose to attend at the time and place stated in the Bid Data. Bid submissions for which acceptable reasons for withdrawal have been submitted will not be opened.

F.3.4.2 Announce at the public meeting held immediately after the opening of Bid submissions, at a venue indicated in the Bid Data, the name of each Bidder whose Bid Offer is opened, the total of his prices, preferences claimed and time for completion, if any, for the main Bid offer only.

F.3.4.3 Make available the name of each Bidder whose Bid Offer is opened, the total of his prices, preferences claimed, if applicable, and time for completion (if any) for the main Bid Offer only

F.3.5 Two-envelope system

F.3.5.1 Where stated in the Bid Data that a two-envelope system is to be followed, open only the technical proposal of valid Bids in the presence of Bidders' agents who choose to attend at the time and place stated in the Bid Data and announce the name of each Bidder whose technical proposal is opened.

F.3.5.2 Evaluate the quality of the technical proposals offered by Bidders, then advice Bidders who remain in contention for the award of the contract of the time and place when the financial proposals will be opened. Open only the financial proposals of Bidders who score in the quality evaluation more than the minimum number of points for quality stated in the Bid Data, and announce the score obtained for the technical proposals and the total price and any preferences claimed. Return unopened financial proposals to Bidders whose technical proposals failed to achieve the minimum number of points for quality.

F.3.6 Non-disclosure

Not to disclose to Bidders, or to any other person not officially concerned with such processes, information relating to the evaluation and comparison of Bid Offers, the final evaluation price and recommendations for the award of a contract, until after the award of the contract to the successful Bidder.

F.3.7 Grounds for rejection and disqualification

Determine whether there has been any effort by a Bidder to influence the processing of Bid Offers and instantly disqualify a Bidder (and his Bid Offer) if it is established that he engaged in corrupt or fraudulent practices.

F.3.8 Test for responsiveness

F.3.8.1 Determine, on opening and before detailed evaluation, whether each Bid Offer properly received:

- (a) complies with the requirements of the Conditions of Bid;
- (b) has been properly and fully completed and signed, and
- (c) is responsive to the other requirements of the Bid documents.

F.3.8.2 Regard a responsive Bid as one that conforms to all the items, conditions, and specifications of the Bid documents without material deviation or qualification. A material deviation or qualification is one which, in the Employer's opinion, would

- (a) detrimentally affect the scope, quality, or performance of the works, services or supply identified in the scope of work;
- (b) change the Employer's or the Bidder's risks and responsibilities under the contract, or
- (c) Affect the competitive position of other Bidders presenting responsive Bids, if it were to be rectified.

F.3.8.3 Reject a non-responsive Bid Offer, and do not allow it to be subsequently made responsive by correction or withdrawal of the non-conforming deviation or reservation.

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F.3.9 Arithmetical errors

F.3.9.1. Check responsive Bid Offers for arithmetical errors between amounts in words and amounts in figures. Where there is a discrepancy between the amounts in figures and in words, the amount in words shall govern.

F.3.9.2 Check the highest ranked bid or Bidder with the highest number of bid evaluation points after the evaluation of bids in accordance with F.3.11 for:

- (d) The gross misplacement of the decimal point in the unit rate,
- (e) Omissions made in completing the pricing schedule or bills of quantities or
- (f) Arithmetic errors in

- Line-item totals resulting from the product of unit rate and a quantity in bills of quantities or schedule of prices; or

- The summation of the prices.

F3.9.2 Notify the bidders of all errors or omissions that are identified in the bid offer and invite the bidder to either confirm the bid offer as bided or accept the corrected total of prices.

F.3.9.3 Where the bidder elects to confirm the bid offer as bided, correcting them in the following manner:

(a) If a Bill of Quantities (or Schedule of Quantities or Schedule of Rates) applies and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate shall be corrected.

(b) Where there is an error in the total of the prices, either as a result of other corrections required by this checking process or in the Bidder’s addition of prices, the total of the prices shall govern and the Bidder will be asked to revise selected item prices (and their rates if a Bill of Quantities applies) to achieve the Bided total of the prices.

Consider the rejection of a Bid Offer if the Bidder does not correct or accept the correction of his arithmetical errors in the manner described in above.

F.3.10 Clarification of a Bid Offer

Obtain clarification from a Bidder on any matter that could give rise to ambiguity in a contract arising from the Bid Offer.

F.3.11 Evaluation of Bid Offers

F.3.11.1 Appoint an evaluation panel of not less than three persons. Reduce each responsive Bid Offer to a comparative offer and evaluate it using the Bid evaluation methods that are indicated in the Bid Data and described as methods 1, 2, 3 and 4.

F.3.11.2 Method 1: In the case of a Financial Offer:

- (a) Rank Bid Offers from the most favourable to the least favourable (ascending) comparative offer.
- (b) Recommend the highest scoring Bidder for the award of the contract, unless there are compelling and justifiable reasons not to do so.
- (c) Re-rank all bidders should there be compelling and justifiable reasons not to recommend the highest ranked bidder and recommend the highest ranked bidder, unless there are compelling and justifiable reasons not to do so and the process set out in this sub-clause is repeated.

F.3.11.3 Method 2: In the case of a Financial Offer and Preferences:

In the case of a financial offer and preferences:

- a) Score each bid in respect of the financial offer made and preferences claimed, if any, in accordance with the provisions of F.3.11.7 and F.3.11.8.
- b) Calculate the total number of bid evaluation points (T_{EV}) in accordance with the following formula:

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$$T_{EV} = N_{FO} + N_P$$

Where: N_{FO} is the number of bid evaluation points awarded for the financial offer made in accordance with F.3.11.7; N_P is the number of bid evaluation points awarded for preferences claimed in accordance with F.3.11.8.

- c) Rank bid offers from the highest number of bid evaluation points to the lowest.
- d) Recommend the bidder with the highest number of bid evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.
- e) Rescore and re-rank all bidders should there be compelling and justifiable reasons not to recommend the bidder with the highest number of bid evaluation points, and recommend the bidder with the highest number of bid evaluation points, unless there are compelling and justifiable reasons not to do so and the process set out in this sub-clause is repeated.

F.3.11.4 Method 3: In the case of a Financial Offer and Quality:

In the case of a financial offer and quality:

- a) Score each bid in respect of the financial offer made and the quality offered in accordance with the provisions of F.3.11.7 and F.3.11.9, rejecting all bid offers that fail to score the minimum number of points for quality stated in the bid data, if any.
- b) Calculate the total number of bid evaluation points (TEV) in accordance with the following formula:

$$T_{EV} = N_{FO} + N_Q$$

Where: N_{FO} is the number of bid evaluation points awarded for the financial offer made in accordance with F.3.11.7; N_Q is the number of bid evaluation points awarded for quality offered in accordance with F.3.11.9.

- c) Rank bid offers from the highest number of bid evaluation points to the lowest.
- d) Recommend bidder with the highest number of bid evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.
- e) Rescore and re-rank all bidders should there be compelling and justifiable reasons not to recommend the bidder with the highest number of bid evaluation points and recommend the bidder with the highest number of bid evaluation points, unless there are compelling and justifiable reasons not to do so and the process set out in this sub-clause is repeated.

F.3.11.5 Method 4: In the case of a Financial Offer, Quality and Preferences:

- (a) Score quality, rejecting all Bid Offers that fail to score the minimum number of points for quality stated in the Bid Data, if any.
- (b) Score Bid evaluation points for each financial offer.
- (c) Confirm that Bidders are eligible for the preferences claimed and, if so, score Bid evaluation points for preferencing.
- (d) Calculate total Bid evaluation points.
- (e) Rank Bid Offers from the highest number of Bid evaluation points to the lowest.
- (f) Recommend the Bidder with the highest number of Bid evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.

F.3.11.6 Score financial offers, preferences and quality, as relevant, to two decimal places.

F.3.11.7 Scoring financial offers

Score the financial offers of the remaining responsive Bid offers using the following formula:

$$N_{fo} = W1 \times A$$

Where N_{fo} = is the number of Bid evaluation points awarded for the financial offer;

$W1$ = is the maximum possible number of Bid evaluation points awarded for the financial offer as stated in the Bid Data;

A = is the number calculated using the formula and option described in table below as stated in the Bid data.

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FORMULAE FOR THE VALUE OF A

FORMULA	BASIS FOR COMPARISON	VALUE OF "A"	
		Option 1	Option 2
1	Highest price or discount	$[1+(P-P_m) / P_m]$	P/P_m
2	Lowest price or percentage commission/fee	$[1-(P-P_m) / P_m]$	P_m/P

P_m = is the comparative offer which is the most favorable
 P = is the comparative offer of the Bid under consideration

F.3.11.8 Scoring quality

Score quality in each of the categories in accordance with the Bid Data and calculate the goal score for quality.

Calculate the total number of bid evaluation points for quality using the formula:

$$N_o = W_2 \times S_o / M_s$$

Where S_o is the score for quality allocated to the submission under consideration M_s is the maximum possible score for quality in respect of a submission; and W_2 is the maximum possible number of bid evaluation points awarded for the quality as stated in the bid data

F.3.12 **Insurance provided by the Employer**

If requested by the proposed successful Bidder, submit for the Bidder's information the policies or certificates of insurance (or both) which the Conditions of Contract identified in the Contract Data require the Employer to provide.

F.3.13 **Acceptance of Bid Offer**

F.3.13.1 Accept bid offer, if in the opinion of the employer, it does not present any unacceptable commercial risk and only if the bidder:

- i. Is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement.
- ii. Can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel to perform the contract.
- iii. Has the legal capacity to enter the contract,
- iv. Is not insolvent, in receivership, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of any of the foregoing,
- v. Complies with the legal requirements, if any, stated in the bid data, and
- vi. Is able, in the opinion of the employer, to perform the contract free of conflicts of interest.

F.3.13.2 Notify the successful Bidder of the Employer's acceptance of his Bid Offer by completing and returning one copy of the Form of Offer and Acceptance before the expiry of the validity period stated in the Bid Data, or agreed additional period. Provided that the Form of Offer and Acceptance does not contain any qualifying statements, it will constitute the formation of a contract between the Employer and the successful Bidder as described in the Form of Offer and Acceptance.

F.3.14 **Notice to unsuccessful Bidders**

After the successful Bidder has acknowledged the Employer's notice of acceptance, notify other Bidders that their Bid Offers have not been accepted.

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F.3.15 Prepare Contract documents

If necessary, revise documents that shall form part of the contract and that were issued by the Employer as part of the Bid documents to take account of:

- (a) addendum issued during the Bid period;
- (b) inclusion of some of the returnable documents;
- (c) other revisions agreed between the Employer and the successful Bidder, and
- (d) the Schedule of Deviations attached to the Form of Offer and Acceptance, if any.

F.3.16 Issue final contract

Prepare and issue the final draft of contract documents to the successful Bidder for acceptance as soon as possible after the date of the Employer's signing of the Form of Offer and Acceptance (including the Schedule of Deviations, if any). Only those documents that the Conditions of Bid require the Bidder to submit, after acceptance by the Employer, shall be included.

F.3.17 Complete adjudicator's Contract

Unless alternative arrangements have been agreed or otherwise provided for in the contract, arrange for both parties to complete formalities for appointing the selected adjudicator at the same time as the main contract is signed.

F.3.18 Provide copies of the Contracts

Provide to the successful Bidder the number of copies stated in the Bid Data of the signed copy of the Contract as soon as possible after completion and signing of the Form of Offer and Acceptance.

F.3.19 Provide written reasons for actions taken

Provide upon request written reasons to bidders for any action that is taken applying these conditions of bid, but withhold information which is not in the public interest to be divulged, which is considered to prejudice the legitimate commercial interests of bidders or Internality prejudice fair competition between bids.

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CONDITIONS OF TENDER/ TENDER

PROCEDURES

PLEASE NOTE THAT THIS BID IS SUBJECT TO SCM REGULATIONS ISSUED AND SUPPLY CHAIN MANAGEMENT POLICY AND THE GENERAL CONDITIONS OF CONTRACT.

1. Any alteration made by the Service Provider must be initialled.
2. Use of correcting fluid is prohibited.
3. Tenders will be opened in public as soon as possible after the closing time of quote.
4. This quotation is subject to the Preferential Procurement Policy Framework Act and the Preferential Procurement Regulations, 2022; the General Conditions of Contract (GCC) and if applicable any other Special Conditions of Contract.
5. Suppliers are advised that the 80/20 preference points system shall be applied in the evaluation of this bid. To qualify for specific goal points suppliers are required to submit latest CSD report to substantiate their claims. Refer to MBD 6.1 form.
6. Suppliers must complete the attached MBD 4 -Declaration of interest form, the MBD 8 - Declaration of Suppliers past performance form and the MBD 9 - Certificate of Independent Bid Determination. Failure to complete these documents may result in your bid being invalid.
7. Proposals must be in accordance with the specifications, unless otherwise stipulated.
8. The official bid document must be used. Should the allocated pricing page/information be insufficient, you may include an additional copy of the price page.
9. If it is desired to make more than one offer against any individual item, such offers should be given on a photocopy of the page in question. Clear indication thereof must be stated on the schedules attached.
10. Proposals/ tenders must be deposited in TENDER BOX situated as indicated on the quotation request form. Suppliers should ensure that quotations are delivered timeously to the correct address. If the quotation/offer is late, it will not be accepted for consideration.
 - 1.1. UMshwathi Municipality is under no obligation to accept the lowest or any bid. Further, the municipality reserves the right not to appoint or to appoint one service provider or more than one service providers.
11. The financial standing of Service Providers and their ability to manufacture or to supply goods or render services may be examined before their bids are considered for acceptance.
12. Pricing on the form of offer must be written same amount both in figures and words, failing of which your proposal may be disqualified with an indication of “no offer” on the bid closing register.
13. **Registration on National Treasury’s Central Supplier Database (CSD) is compulsory.** For more information on how to register go to www.csd.gov.za. Failure to submit a CSD supplier registration number **will** result in the disqualification of proposals.

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SPECIAL TENDER CONDITIONS

➤ This tender and its acceptance will be subject to the terms and conditions described below. UMshwathi Municipality is/will not be liable for any costs incurred in preparation and delivery of tenders.

➤ Tender will be evaluated using the following steps, Check for compliance including returnable documents and completeness of the tender document, Functionality criteria, Price and Specific goals points comparison, progression to the following step will be depending upon scoring or meeting the requirements of the previous stage.

➤ uMshwathi Municipality will only consider submission from the tenderers who satisfy the following criteria: The following information/ certificates must be submitted with the tender offers, tenderers must accept that failure to submit certificates stated below and fail to complete in full the tender document shall result in the tender being regarded as non-responsive, therefore shall not be evaluated further for functionality:

- a) A Signed copy of Partnership or Joint Venture Agreement certified by the SAPS or the Court of Law (if a tenderer is a partnership or joint venture)
- b) Confirmation that the tenderer has not failed to perform or any previous contract and has been given a written notice to this effect.
- c) Each page of this document must be initialled failure to initial may result in your proposal being disqualified.

➤ **CLOSING DATE**

➤ The closing date for the submission of proposals is **12h00 on Tuesday, 24 March 2026.**
No late submissions will be accepted.

➤ **TENDER DOCUMENTS MARKING**

- a. Failure on the part of the tenderer to sign/mark this tender form and thus to acknowledge and accept the conditions in writing or to complete the attached forms, questionnaires and specifications in all respects, may invalidate the tender.
- b. Tenders must be completed in black ink where mechanical devices, e.g. typewriters or printers, are not used.
- c. Tenderers will check the numbers of the pages and satisfy themselves that none are missing or duplicated. No liability will be accepted with regard to claims arising from the fact that pages are missing or duplicated.
- d. Tenders should be hand delivered to the address provided on the Invitation to Bid above so as to reach the destination no later than the closing date and time.
- e. No tenders transmitted by telegram, telex, facsimile, E-mail or similar apparatus will be considered.

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➤ **VAT, DUTIES AND OTHER TAXES**

- a. Prices and must be quoted inclusive of VAT and all other relevant taxes and duties (where applicable) should be shown separately.
- b. The full price under this tender must be quoted in South African Rand (ZAR).

➤ **TENDER DEFAULTERS AND RESTRICTED SUPPLIERS**

a. No tender shall be awarded to a bidder whose name (or any of its members, directors, partners or trustees) appear on the Register of Tender Defaulters kept by National Treasury, or who have been placed on National Treasury’s List of Restricted Suppliers. uMshwathi Municipality reserves the right to withdraw an award, or cancel a contract concluded with a Bidder should it be established, at any time, that a bidder has been blacklisted with National Treasury by another government institution.

➤ **TAX COMPLIANCE**

a. No tender shall be awarded to a bidder who is not tax compliant. UMshwathi Municipality reserves the right to withdraw an award made, or cancel a contract concluded with a successful bidder in the event that it is established that such bidder was in fact not tax compliant at the time of the award, or has submitted a fraudulent Tax Clearance Certificate to the Municipality, or whose verification against the Central Supplier Database (CSD) proves non-compliant. UMshwathi Municipality further reserves the right to cancel a contract with a successful bidder in the event that such bidder does not remain tax compliant for the full term of the contract.

b. The Central Supplier Database (CSD) and the tax compliance status PIN are the approved methods of verifying the tax compliance of a bidder. The South African Revenues Services (SARS) does not issued Tax Clearance Certificates anymore but has introduces an online provision via eFiling, for bidders to print their own Tax Clearance Certificates which they can submit with their bids or price quotations.

c. UMshwathi Municipality will therefore accept printed or copies of Tax Clearance Certificates submitted by bidders but will verify their authenticity on eFiling.

➤ **PRECEDENCE**

This document will prevail over any information provided during any briefing session whether oral or written, unless such written information provided, expressly amends this document by reference.

➤ **INDEMNITY**

If a bidder breaches the conditions of this bid and, as a result of that breach, uMshwathi Municipality incurs costs or damages (including, without limitation, the cost of any investigations, procedural impairment, repetition of all or part of the bid process and/or enforcement of intellectual property rights or confidentiality obligations), then the bidder indemnifies and holds the Municipality harmless from any and all such costs which the Municipality may incur and for any damages or losses uMshwathi Municipality may suffer.

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➤ CONFLICT OF INTEREST, CORRUPTION AND FRAUD

- a. **UMshwathi Municipality** reserves its right to disqualify any bidder who either itself or any of whose members (save for such members who hold a minority interest in the bidder through shares listed on any recognised stock exchange), indirect members (being any person or entity who indirectly holds at least a 15% interest in the bidder other than in the context of shares listed on a recognised stock exchange), directors or members of senior management, whether in respect of uMshwathi Municipality or any other government organ or entity and whether from the Republic of South Africa or otherwise ("Government Entity")
- b. engages in any collusive tendering, anti-competitive conduct, or any other similar conduct, including but not limited to any collusion with any other bidder in respect of the subject matter of this bid;
- c. seeks any assistance, other than assistance officially provided by a Government Entity, from any employee, advisor or other representative of a Government Entity in order to obtain any unlawful advantage in relation to procurement or services provided or to be provided to a Government Entity;
- d. makes or offers any gift, gratuity, anything of value or other inducement, whether lawful or unlawful, to any of uMshwathi Municipality officers, directors, employees, advisors or other representatives;
- e. makes or offers any gift, gratuity, anything of any value or other inducement, to any Government Entity's officers, directors, employees, advisors or other representatives in order to obtain any unlawful advantage in relation to procurement or services provided or to be provided to a Government Entity;
- f. accepts anything of value or an inducement that would or may provide financial gain, advantage or benefit in relation to procurement or services provided or to be provided to a Government Entity;
- g. pays or agrees to pay to any person any fee, commission, percentage, brokerage fee, gift or any other consideration, that is contingent upon or results from, the award of any tender, contract, right or entitlement which is in any way related to procurement or the rendering of any services to a Government Entity;
- h. has in the past engaged in any matter referred to above; or (h) has been found guilty in a court of law on charges of fraud and/or forgery, regardless of whether or not a prison term was imposed and despite such bidder, member or director's name not specifically appearing on the List of Tender Defaulters kept at National Treasury.

➤ CONDITIONS OF PAYMENT

- a. No service should be provided to the Municipality in terms of this tender and no amount will become due and payable by the uMshwathi Municipality;
- b. an official purchase order or similar written instruction has been issued to the supplier where service delivery will be within the specified time scale after the receipt of the official purchase order or similar written instruction; and unless otherwise determined in the contract or other agreement, all payments due to creditors will be settled within 30 days from receipt of a proper invoice or, in the case of civil claims, from the date of settlement or court judgment. This implies that amounts owing will be paid within 30 days from receipt of invoice if the goods, works or services were delivered to the satisfaction of the Municipality.

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CONTRACTUAL IMPLICATIONS

- a. The tenderer must complete all documents in full and submit these with the proposal. Failure to comply with these requirements may invalidate the tenderer or disqualify the proposal.
- b. Upon submission of the tender response, the Tenderer is unconditionally bound by the terms and conditions of the Request for Proposal (RFP) and the tender response. In the event of any conflict or confusion arising between the terms and conditions of the RFP and the tender response, the RFP shall prevail.
- c. The Tenderer acknowledges that awarding of the Tender is based solely on the information supplied in the tender response, accordingly the relevant Terms and Conditions of the Request for Proposal and the tender response will be incorporated in the subsequent written agreement, unless otherwise provided by the uMshwathi Municipality.
- d. Other than providing rights to uMshwathi Municipality, nothing in this Tender Request and tender response should be construed to give rise to the Municipality having any obligations or liabilities whatsoever, express or implied.
- e. The successful Tenderer shall only be entitled to render services and/or provide goods to the uMshwathi Municipality once a separate written contract, which should be aligned to “GOVERNMENT PROCUREMENT GENERAL CONDITIONS OF CONTRACT” (Please visit <http://www.treasury.gov.za/divisions/ocpo/sc/GeneralConditions/default.aspx>) for further information issued in 2010 in this respect) and a service level agreement, has been signed by both the Tenderer and uMshwathi Municipality, whereupon the Request for Proposal and tender response will cease to have force and effect.

I, the undersigned certify that I have read, understand and accept all the bid/ tender conditions as listed above to be used when the bid is evaluated.	
NAME OF REPRESENTATIVE:	
POSITION/ DESIGNATION:	
SIGNATURE:	
DATE:	

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UMshwathi MUNICIPALITY
Bid Number: T2025/26/018

SPECIFICATIONS

BIDS ARE INVITED FROM RECOGNIZED PROFESSIONAL SERVICE PROVIDERS FOR LEASING AND MAINTENANCE OF PHOTOCOPIERS FOR A PERIOD OF TWENTY-FOUR (24) MONTHS

SPECIFICATIONS

uMshwathi Municipality hereby invites tenders from experienced and suitably qualified service providers for the installation, rental and maintenance of photocopiers for a period of **24 months**.

At no cost to the Municipality, the photocopiers must be delivered and installed within **one (1) calendar month** of being awarded the contract. The service provider will be responsible for the removal of all packing material.

The copy machines shall be new, in current production and part of the manufacturer's most current product line, with no used, refurbished, reprocessed or recovered parts.

Users must be able to enter their own password to release their output job.

The service provider must:

- perform complete installation and verify satisfactory operation of all equipment
- perform all standard installation
- print and scan to email must be set up for all authorized users
- provide drivers and software needed for the municipal IT staff to load to the network
- demonstrate a successful copy/print/scan/fax from the equipment
- must provide printing management software

The service provider shall provide training and demonstrations, at no cost, in conjunction with initial installation. An operator's manual shall be provided with each copy machine.

At no cost to the Municipality, the service provider must provide both telephone support and time on-site support for network related problems by primary and back-up systems engineers that have been trained as computer network technicians. These technicians will not have direct access to the network or to computers, but the municipal IT staff will be available to coordinate troubleshooting efforts.

The service provider shall make repairs and adjustments necessary to keep and maintain copy quality and equipment operations within the manufacturer's specifications. The service provider shall be responsible for all cost of maintenance and repairs, including labor, toners, parts, test copies, travel time, mileage, supplies and any other expenses (except paper) required to maintain the equipment in proper working order.

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The service provider shall perform preventative maintenance on all copiers per manufacturer specifications and shall provide the manufacturer's scheduled maintenance program for each class of copiers.

The service provider shall respond on-site to verbal service calls within an average time of **three (3)** hours after initial notification of a malfunction and call log before 11:h00, must be sorted on the same day. Call logged after 13:h00, must be sorted before 10: h00 AM on the following day unless after 12:h00 of Friday must be sorted by 10:h00 AM on Monday.

1 X PHOTOCOPIER FOR THE PRINT ROOM – NEW HANOVER

- Digital Colour Multi-Functional Machine (Copy/Print/Scan)
- 65 pages per minute in black and white (minimum)
- A3, A4 & A5 paper capabilities
- 4 x 500 sheet paper tray
- 100 sheet by pass tray (minimum)
- Zoom: 25 – 400% (in 1% steps)
- 100 pages auto reverse document feed
- 1000 sheet finishing modes – off set; group; sort; staple; punch and post
- 250GB hard drive and 2GB Ram
- Duplex copying and printing (automatic)
- Network printer
- Scan (email/file/FTP) – colour, scan to USB
- Access codes
- Electronic sorting, Punch and Staple
- Volume Colour 30 000 per month
- Volume Black 60 000 per month
- Centre fold; letter fold; booklet

3 X PHOTOCOPIER FOR REGISTRY, NEW HANOVER COMMUNITY SERVICES AND WARTBURG – (TECHNICAL SERVICES)

- Digital Colour Multi-Functional Machine (Copy/Print/Fax/Scan)
- 20 - 30 pages per minute in black and white
- A3 – A5 paper capabilities
- 4 x 500 sheet paper tray
- 100 sheet by pass tray
- Zoom: 50 – 200% (in 1% steps)
- 50 pages auto reverse document feed
- 40GB hard drive
- Duplex copying and printing
- Network printer
- Scan (email/file/FTP) – colour
- Access codes
- Electronic sorting
- Volume Colour 5 000 per month
- Volume Black 10 000 per month
- Must support T.38, the standard for sending Fax over IP and analogue.

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9 X PHOTOCOPIERS FOR NEW HANOVER – (MUNICIPAL MANAGER’S OFFICE, CASHIER, THUSONG CENTRE; WARTBURG – MLB & LIBRARY; COOL AIR – (CASHIER); DALTON – (LIBRARY & TRAFFIC OFFICE)

- Digital Black and White Multi-Functional Machine (Copy/Print/Fax/Scan)
- 20 - 30 pages per minute
- A4 paper capabilities
- 1 x 250 sheet paper tray
- 1 x 100 sheet by pass tray
- Zoom: 50 – 200% (in 1% steps)
- 30 pages document feeder
- Network printer
- Duplex copying and printing
- Network printer
- Fax unit – Fax from PC direct
- Scan (email/file/FTP) colour
- Access codes
- Volume Black 5 000 per month

1 X printing management software compatible with the machines. (Supply, install, configure and maintain)

PRICING SCHEDULE – FIRM PRICES

The template has been provided to assist with a fair process of adjudication. The total bid price must include VAT if a VAT vendor

DESCRIPTION	PRINT ROOM X 1	REGISTRY , TECHNICAL AND COMMUNITY SERVICES X 3	SATELLITE OFFICES X 9	TOTAL AMOUNTS
Rental Charges per Month per copier	R_____	R_____	R_____	
Total amount - A	R_____	R_____	R_____	R_____
Number of minimum Copies per month Copier	1 – 20 000 (black) R_____ 1 – 5 000 (colour) R_____	1 – 15 000 (black) R_____ 1 – 3 000 (colour) R_____	1 – 1 000 (black) R_____	
Total amount - B	R_____	R_____	R_____	R_____

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Charges for copies beyond minimum copies per copier	Above 20 000 (black) R_____	Above 15 000 (black) R_____	Above 1000 (black) R_____	
	Above 5 000 (colour) R_____	Above 3 000 (colour) R_____		
Total amount - C	R_____	R_____	R_____	R_____
Maintenance charges Per month per copier				
Total amount - D	R_____	R_____	R_____	R_____
E - Printing Software Management				R_____
F - GRAND TOTAL = YEAR 1 (A+B+C+D+E)				R_____

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PART B TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.

1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED-(NOT TO BE RE-TYPED) OR ONLINE**

1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.

2. TAX COMPLIANCE REQUIREMENTS

2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.

2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.

2.3 APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.

2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.

2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.

2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.

2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? YES NO

3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA? YES NO

3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? YES NO

3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? YES NO

3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? YES NO

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

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

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

DATE:

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		BIDDER	WITNESS	EMPLOYER WITNESS

SCHEDULE 1

RESOLUTION OF BOARD OF DIRECTORS

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

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

RESOLVED that:

1	The enterprise submits a bid/ tender to uMshwathi Municipality in respect of the following project:	
	PROPOSALS ARE INVITED FROM RECOGNISED PROFESSIONAL SERVICE PROVIDERS FOR LEASING AND MAINTENANCE OF PHOTOCOPIERS FOR A PERIOD OF TWENTY-FOUR (24) MONTHS	
2	Mr./ Mrs./ Ms.	
	In his/ her capacity as:	(position in the Enterprise)
	And who will sign as follows:	(Authorized signature)
	Be, and is hereby authorized to sign the bid/ tender, and any and all other documents and/or correspondence in connection with and relating to the bid/ tender, as to sign any contract, and any and all document, resulting from the of the bid/ tender to the enterprise mentioned above.	

Directors/ Members/ Partners of:

	Name	Capacity	Signature
1			
2			
3			

Note:

- Delete which is not applicable
- NB.** This resolution must be signed by all the Directors/ Members/ Partners of the Enterprise.

ENTERPRISE STAMP

Not Compulsory

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SCHEDULE 2

RECORD OF ADDENDA TO TENDER DOCUMENT

I/ we confirm that the following communication received from the uMshwathi Municipality before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer: (attached additional pages if more space is require)

	Date	Title Details
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

I/ we confirm that no communications were received from uMshwathi Municipality before the submission of this tender offer, amending the tender documents.

NAME OF REPRESENTATIVE	SIGNATURE	DATE

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		BIDDER	WITNESS	EMPLOYER	WITNESS

SCHEDULE 3

COMPULSORY ENTERPRISE QUESTIONNAIRE

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

Section 1: Name of Enterprise

Section 2: VAT registration number, if any

Section 3: Particulars of sole proprietors and partners in partnerships

	Name Identity Number	Personal Income Tax Number	
3.1			
3.2			
3.3			

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

Section 4: Particulars of companies and close corporations

4.1	Company Registration No.	
4.2	Close Corporation No.	
4.3	Tax Reference No.	

Section 5: Record in the service of the state

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

A member of any municipal council		An employee of any provincial department, national of provincial public entry or constitutional institution within the meaning of the PFMA 1999 (Act 1 of 1999)	
A member of any provincial Legislation		A member of an accounting authority of any national or provincial public entity.	
A member of the National Assembly or the National Council of Province		An employee of Parliament of provincial legislature.	
A member of the board of directors of any municipal entity.		An official of any municipality or municipal entity.	

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PROPOSALS ARE INVITED FROM RECOGNISED PROFESSIONAL SERVICE PROVIDERS FOR LEASING AND MAINTENANCE OF PHOTOCOPIERS FOR A PERIOD OF TWENTY-FOUR (24) MONTHS

Bid Number: T2025/26/018

RESPONSIVENESS/ COMPLIANCE CHECK CRITERIA

NB: uMshwathi Municipality may verify any information submitted in terms of this bid and any information that is incorrect may result in that bid being automatically disqualified and not considered for further evaluation.

RESPONSIVENESS CRITERIA

No bid will be considered by uMshwathi Municipality unless it meets the following responsiveness criteria (for the bid to be considered responsive, the bid **must** meet the following requirements amongst others):

COMPULSORY RETURNABLE DOCUMENTS:

1. The **official Bid document** must be fully completed in indelible black ink where mechanical devices, e.g. typewriters or printers, are not used. Where information requested does not apply to the Bidder and the space is left blank, it will be deemed to be incomplete and may result in proposal being disqualified.
2. The Bidder must be in **good standing** to do business with the public sector, bidder or any its directors/ shareholders is listed on the National Treasury Register of Tender Defaulters i.t.o Prevention and Combating of Corruption Activities Act of 2004 as a person prohibited from doing business with the public sector.
3. The bidder must adhere to the **Pricing Instructions**,
4. The **Municipal Bid Documents (MBDs) 1, 3.3, 4, 6.1,7, 8, 9** by the bidder must be completed and signed.
5. Company municipal utility not owing rates more than 3 months, in the case where the company is operating in areas where municipal charges are not applicable, both Proof of address (Ward Cllr) and Affidavit must be submitted or signed lease agreement and Landlords municipal utility bill on rates where a company is renting.
6. Certified ID certificate(s) of all directors, members and/or shareholders,
7. Business account bank confirmation letter.
8. Central Supply Database (CSD) Number/ Report
9. Company / CC / Trust / Partnership / registration certificates and
10. Certificate of Authority for Signatory and Registration/ID.
11. Each page of this document must be initials failure to initial may result in your proposal being disqualified
12. The valid Compensation for Occupational Injuries and Diseases Act (COIDA) certificate
13. Proof of a valid Quality Management certificate ISO 9001: 2015 (Provision of solutions based on the latest technologies for fleet management & security industries)
14. Addendum (If applicable)

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		BIDDER	WITNESS	EMPLOYER	WITNESS

Claim for Specific Goals for 20 Points Allocation

To claim 20 points for specific goals, the company must have the following ownership:

<u>GOALS</u>	<u>POINTS</u>	<u>VERIFICATION METHOD</u>
Historical Disadvantaged Black Person 100% Black Person Equal or greater than 51%	<u>Max 10</u> 10 5	CIPC/ CSD
Historical Disadvantaged Women 100% Black Person Equal or greater than 51%	<u>Max 5</u> 5 2.5	CSD
Historical Disadvantaged Disabled Person 100% Black Person Equal or greater than 51%	<u>Max 5</u> 5 2.5	Doctor's Certificate

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FUNCTIONALITY

The evaluation of this tender shall include functionality whereby the bids will be evaluated in terms of the evaluation criteria embodied in the bid documents.

The minimum qualifying score for the functionality will be **70 out of 100 points (70%)** and the bids that fail to achieve the minimum qualifying score will not be consider for further evaluation.

Only bids that achieved the minimum qualifying score for functionality will be evaluated further for price only.

Functionality

Proof of similar projects within the past 10 (Ten) years with references and signed appointment letters to be provided. A minimum of three contactable and sign references letter. (10 points per project)	30
Project plan must include the following: <ul style="list-style-type: none"> • Delivery and installation time (perform complete installation and verify satisfactory operation of all equipment) • Users to have own passwords to release their output job • Print and scan to email must be setup for all authorized users • Provide drivers and software needed for the municipal IT staff to load to the network • Demonstrate a successful copy/print scan/fax from the equipment • Provide printing management software • Full service agreement • Turn-around time for repairs and after sales support (including telephone support) • Demonstrate how will be responding. • Flushing off of information from the drivers once the contract ends (5 points per item fully covered)	50
Proof of level of training and accreditation of all technicians and number of years experience for each technician <ul style="list-style-type: none"> • Over 5-9 year experience @ 5 points per technician • Between 2 to 4 year experience @ 4 points per technician (g) Between 0 to 1 year experience @ 0 points per technician 	20
TOTAL	100

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The minimum threshold/points to qualify for the second stage of evaluation will be **70% per cent**, failure of which will result in such a service provider/supplier being automatically disqualified and not proceeding to other stage of evaluation where **Price** and **Specific goals** will be used to determine the successful bidder.

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		BIDDER	WITNESS	EMPLOYER	WITNESS

C1.1 FORM OF OFFER AND ACCEPTANCE

BID No: T2025/26/018

AGREEMENT AND CONTRACT DATA

i. Offer

BID No.: T2025/26/018 PROPOSALS ARE INVITED FROM RECOGNISED PROFESSIONAL SERVICE PROVIDERS FOR LEASING AND MAINTENANCE OF PHOTOCOPIERS FOR A PERIOD OF TWENTY-FOUR (24) MONTHS

The Bidder, identified in the Offer signature block, has examined the documents listed in the Bid Data and addenda thereto, and by submitting this offer has accepted the conditions of bid.

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

Year 1 R _____ VAT inclusive

Year 2 R _____ VAT inclusive

Total for the quoted items (all 2 years) is as follows:

R _____ (words) _____

Or such other sum as may be ascertained in accordance with the contract.

I/we are registered VAT vendors and the above price INCLUDES VAT.

I/we acknowledge that the VAT vending status as disclosed on this tender form shall remain constant for all purposes under this contract and no claim for adjustment will be entertained for any such claim.

In the event of there being any errors of extension or addition in the priced schedule of quantities (and/or specification), I/we agree to their being corrected, the rates being taken as correct.

I/we undertake to complete and deliver the whole of the works comprised in the contract within the time stated.

I/we are formally associated by written agreement with the following firms, corporations or companies:

(Enter Nil if no affiliations)

I/we are fully paid up members in good standing of the following organization(s):

(Enter Nil if no affiliations)

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		BIDDER	WITNESS	EMPLOYER	WITNESS

My/Our VAT vendor registration number is

I/We bank at the

branch of

where I/we have a

Account no.:

Bankers contact name _____ & tel. no. _____

I/we acknowledge that proof of the information entered in this offer required in terms of this document and/or provisional Letter of Acceptance, will be submitted and that the absence of such information or the failure to comply will render this offer unresponsive (invalid).

It is agreed and understood that this tender is valid for 4 months from the date hereof and that it, together with your final letter of acceptance, shall constitute a binding contract between us.

I/We understand that uMshwathi Municipality is not bound to accept the lowest or any tender and acknowledge that the uMshwathi Municipality may, if in its absolute discretion good and sufficient grounds are brought to its attention in writing within 5 working days from date hereof, decline to consider my/our offer.

Yours faithfully

SIGNATURE:

	CAPACITY:	
--	------------------	--

ON BEHALF OF:

ADDRESS:

Name of Witness

Signature of Witness _____ Date: _____

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UMSHWATHUI MUNICIPALITY

PROPOSALS ARE INVITED FROM RECOGNISED PROFESSIONAL SERVICE PROVIDERS FOR LEASING AND MAINTENANCE OF PHOTOCOPIERS FOR A PERIOD OF TWENTY-FOUR (24) MONTHS

Bid Number: **T2025/26/018**

GENERAL CONDITIONS OF CONTRACT

TABLE OF CLAUSES

- 1. Definitions
- 2. Application
- 3. General
- 4. Standards
- 5. Use of contract documents and information inspection
- 6. Patent Rights
- 7. Performance security
- 8. Inspections, tests and analyses
- 9. Packing
- 10. Delivery and documents
- 11. Insurance
- 12. Transportation
- 13. Incidental Services
- 14. Spare parts
- 15. Warranty
- 16. Payment
- 17. Prices
- 18. Variation orders
- 19. Assignment
- 20. Subcontracts
- 21. Delays in the supplier's performance
- 22. Penalties
- 23. Termination for default
- 24. Anti-dumping and countervailing duties and rights
- 25. Force Majeure
- 26. Termination for insolvency
- 27. Settlement of Disputes
- 28. Limitation of Liability
- 29. Governing language

- 30. Applicable law
- 31. Notices
- 32. Taxes and duties

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BIDDER

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8. Inspections, tests and analyses

- 8.1 All pre-tendering testing will be for the account of the tenderer.
- 8.2 If it is a tender condition that goods to be produced or services to be rendered should at any stage be subject to inspections, tests and analyses, the tenderer or contractor's premises shall be open, at all reasonable hours, for inspection by a representative of the purchaser or organization acting on behalf of the purchaser.
- 8.3 If there are no inspection requirements indicated in the tendering documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the goods to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the goods or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such goods or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Goods and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract goods may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected goods shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with goods, which do comply with the requirements of the contract. Failing such removal the rejected goods shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute goods forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected goods, purchase such goods as may be necessary at the expense of the supplier.
- 8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 22 of GCC.

9. Packing

- 9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

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

11. Insurance

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

12. Transportation

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

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13. Incidental Services

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

14. Spare parts

- 14.1 As specified, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:
- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
 - (b) in the event of termination of production of the spare parts:
 - (i) advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
 - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

- 15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser’s specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
- 15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or 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.
- 15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- 15.4 Upon receipt of such notice, the supplier shall, within the period specified and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.

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provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the purchaser.

27. Settlement of Disputes

- 27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.

28. Limitation of Liability

- 28.1 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 28.2 Notwithstanding any reference to mediation and/or court proceedings herein,
- (a) The parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
- (b) The purchaser shall pay the supplier any monies due the supplier for goods delivered and / or services rendered according to the prescripts of the contract.
- 28.3 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;
- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and
- (b) The aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29. Governing language

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

30. Applicable law

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

31. Notices

- 31.1 Every written acceptance of a tender 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 tender or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice
- 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

32. Taxes and duties

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- 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3 No contract shall be concluded with any tenderer whose tax matters are not in order. Prior to the award of a tender SARS must have certified that the tax matters of the preferred tenderer are in order.
- 32.4 No contract shall be concluded with any tenderer whose municipal rates and taxes and municipal services charges are in arrears.

33. Transfer of contracts

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

34. Amendment of contracts

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

35. Prohibition of restrictive practices

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

35.2 If a bidder(s) or contractor(s) based on reasonable grounds or evidence obtained by the purchaser has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in section 59 of the Competition Act No 89 Of 1998.

35.3 If a bidder(s) or contractor(s) has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.

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MBD 3.3

PRICING SCHEDULE
(Professional Services)

Name of Bidder:.....
.....

Bid Number:

Closing Time:

Closing Date

OFFER TO BE VALID FORDAYS FROM THE CLOSING DATE OF BID.

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

TENDER NO.	T2025/26/018				
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BIDDER

WITNESS

EMPLOYER

WITNESS

TENDER NO.	T2025/26/018		
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BIDDER

EMPLOYER

TENDER NO.	T2025/26/018				
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BIDDER

WITNESS

EMPLOYER

WITNESS

1. The accompanying information must be used for the formulation of proposals.

2. Bidders are required to indicate a ceiling price based on the total estimated time for completion of all phases and including all expenses inclusive of all applicable taxes for the project. R.....

3. PERSONS WHO WILL BE INVOLVED IN THE PROJECT AND RATES APPLICABLE (CERTIFIED INVOICES MUST BE RENDERED IN TERMS HEREOF)

4. PERSON AND POSITION	HOURLY RATE	DAILY RATE
.....	R.....

5. PHASES ACCORDING TO WHICH THE PROJECT WILL BE COMPLETED, COST PER PHASE AND MAN-DAYS TO BE SPENT

.....	R..... days

5.1 Travel expenses (specify, for example rate/km and total km, class of air travel, etc). Only actual costs are recoverable. Proof of the expenses incurred must accompany certified invoices.

DESCRIPTION OF EXPENSE TO BE INCURRED	RATE	QUANTITY	AMOUNT
.....	R.....
.....	R.....
.....	R.....
.....	R.....

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

.....
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5.2 Other expenses, for example accommodation (specify, eg. Three star hotel, bed and breakfast, telephone cost, reproduction cost, etc.). On basis of these particulars, certified invoices will be checked for correctness. Proof of the expenses must accompany invoices.

DESCRIPTION OF EXPENSE TO BE INCURRED	RATE	QUANTITY	AMOUNT
.....	R.....
.....	R.....
.....	R.....
.....	R.....
TOTAL: R.....			

- 6. Period required for commencement with project after acceptance of bid
.....
- 7. Estimated man-days for completion of project
- 8. Are the rates quoted firm for the full period of contract?*YES/ NO.
- 9. If not firm for the full period, provide details of the basis on which adjustments will be applied for, for example consumer price index.....
.....
.....
.....

*Delete if not applicable

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.....
.....

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.

.....
.....

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

3.12.1 If yes, furnish particulars.

.....
.....

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

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		BIDDER	WITNESS	EMPLOYER	WITNESS

MBD 6.1

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

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for **Specific Goals**.

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to all bids:

- the 80/20 system for requirements with a Rand value of R30 000.00 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 The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 system shall be applicable.

1.3 Preference points for this bid shall be awarded for:

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

1.3.1 The maximum points for this bid are allocated as follows:

	POINTS
1.3.1.1 PRICE	80
1.3.1.2 SPECIFIC GOALS	20
Total points for Price and Specific Goals	100

1.4 Failure to submit CIPC Registration document and/or Central Data Base Report.

1.5 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

2. DEFINITIONS

- 2.1 “**all applicable taxes**” includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- 2.2 “**Highest acceptable tender**” means a tender that complies with all specifications and conditions of tender and that has the highest price compared to the other tenders;
- 2.3 “**lowest acceptable tender**” means a tender that complies with all the specifications and conditions of tender and has lowest price compared to the other tenders;

“**bid**” means a written offer in a prescribed or stipulated form in response to an invitation by an

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organ of state for the provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;

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- 2.5 **“price”** means an amount of money tendered for goods or services and includes all applicable taxes less all unconditional discounts;
- 2.6 **“comparative price”** means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;
- 2.7 **“consortium or joint venture”** means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract;
- 2.8 **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;
- 2.9 **“Firm price”** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- 2.10 **“functionality”** means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;
- 2.11 **“non-firm prices”** means all prices other than “firm” prices;
- 2.12 **“person”** includes a juristic person;
- 2.13 **“rand value”** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;
- 2.14 **“sub-contract”** means the primary contractor’s assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract;
- 2.15 **“specific goals”** means specific goals as contemplated in section 2 (1)(d) of the Act which may include contracting with persons or categories of persons, historically disadvantaged by unfair discrimination on the basis of race, gender and disability including the implementation of programmes of the Reconstruction and Development Programme as published in Government Gazette No. 16085 dated 23 November 1994;
- 2.16 **“trust”** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and
- 2.17 **“trustee”** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

3. ADJUDICATION USING A POINT SYSTEM

- 3.1 The bidder obtaining the highest number of total points will be awarded the contract.
- 3.2 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts;
- 3.3 Points scored must be rounded off to the nearest 2 decimal places.
- 3.4 In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for specific goals.
- 3.5 However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for specific goals, the successful bid must be the one

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CONTRACT FORM – RENDERING OF SERVICES

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

PART 1 (TO BE FILLED IN BY THE BIDDER)

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

2. The following documents shall be deemed to form and be read and construed as part of this agreement:

- (i) Bidding documents, viz
 - Invitation to bid;
 - Tax clearance certificate;
 - Pricing schedule(s);
 - Technical Specification(s);
 - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2022;
 - Declaration of interest;
 - Declaration of bidder's past SCM practices;
 - Certificate of Independent Bid Determination;
 - Special Conditions of Contract;
- (ii) General Conditions of Contract; and
- (iii) Other (specify)

3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the goods and/or works specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.

4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.

5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.

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

NAME (PRINT).....

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES	
1
2.
DATE:

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

- 1 This Municipal Bidding Document must form part of all bids invited.

- 2 It serves as a declaration to be used by municipalities and municipal entities in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.

- 3 The bid of any bidder may be rejected if that bidder, or any of its directors have:
 - a. abused the municipality's / municipal entity's supply chain management system or committed any improper conduct in relation to such system;
 - b. been convicted for fraud or corruption during the past five years;
 - c. willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
 - d. been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004).

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

Item	Question	Yes	No
4.1	<p>Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector?</p> <p>(Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>Audi alteram partem</i> rule was applied).</p> <p>The Database of Restricted Suppliers now resides on the National Treasury's website(www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	<p>Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?</p> <p>The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>

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

CERTIFICATION

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

	NAME OF REPRESENTATIVE	AUTHORIZED SIGNATURE	
	DATE	CAPACITY	
NAME OF ENTERPRISE: _____			

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MBD 9
CERTIFICATE OF INDEPENDENT BID DETERMINATION

1 This Municipal Bidding Document (MBD) must form part of all bids¹ invited.

2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.

3 Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:

- a. take all reasonable steps to prevent such abuse;
- b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
- c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.

4 This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.

5 In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

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

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

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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 consortium³ 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.

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

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