MORETELE LOCAL MUNICIPALITY

APPOINTMENT OF A PANEL OF SERVICE PROVIDERS FOR THE SUPPLY AND DELIVERY OF STATIONERY, OFFICE CONSUMABLES, TONERS AND CARTRIDGES TO MORETELE LOCAL MUNICIPALITY FOR A PERIOD OF 36 MONTHS

MLM/BTO/TMS/2027-2029

CLOSING DATE: 26 OCTOBER 2026	CLOSING TIME: 12:00

NAMEOF BIDDER* : ....

ADDRESS* : ....

: ....

: ....

: ....

TELNUMBER* : ....

FAXNUMBER* : ....

MBMDATABASEREGNO* :

....

SPECIFIC GOALS POINTS CLAIMED* :

....

TENDER AMOUNT(VAT INCLUDED)* : ....

(* - TO BE COMPLETED BY BIDDER)

INDEX

SECTION 1.1: INVITATION TO TENDER

CLOSINGTIME:12:00

CLOSING DATE: 26 OCTOBER 2026

TENDER MLM: **MLM/BTO/TMS/2027-2029**

APPOINMENT OF PANEL FOR SERVICE PROVIDER TO SUPPLY & DELIVERY OF STATIONERY, OFFICE CONSUMABLE, TONERS AND CARTRIDGES AT MORETELE LOCAL MUNICIPALITY FOR A CONTRACT PERIOD OF 36 MONTHS

Tenders are hereby invited from suppliers for the supply and delivery of stationery, office consumables, toners and cartridges to Moretele Local Municipality for a period of 36 months from the date of award of the tender.

Tenders must be submitted on the original documents and remain valid for ninety (90) days after the closing date of the tender. Enquiries pertaining to the specifications can be addressed to Ms. M. Phenya on 012 716 1414.

A set of tender documents can be obtained at a non-refundable cost of R500.00 per set from the municipal offices. Payments must be made at the cashiers at the Moretele Municipality's Main Building, Stand 4065 B Mathibestad 0404 prior to collecting the tender document and proof of payment must be submitted when collecting.

Bid No	Description	Non-Refundable Bid fee	Compulsory Briefing Session	Closing Date
MLM/BTO/TMS/2027-2029	APPOINMENT OF PANEL FOR SERVICE PROVIDER TO SUPPLY & DELIVERY OF STATIONERY, OFFICE CONSUMABLE, TONERS AND CARTRIDGES AT MORETELE LOCAL MUNICIPALITY FOR A CONTRACT PERIOD OF 36 MONTHS	R500.00	N/A	26-October-2026 @ 12H00

Fully completed tender documents must be placed in a sealed envelope and deposited in the tender box on the Lower Ground floor at the Moretele Municipality Main Building, 4065B Mathibestad, Moretele, by not later than 12:00 on the closing date stated in this tender document. Envelopes must be clearly marked with the tender number, title and closing date. The submission must be made in duplicate, with one original and one copy.

The tender will be evaluated in accordance with the Preferential Procurement Policy Framework Act, 2000, the Preferential Procurement Regulations, 2022, the Municipality's approved Preferential Procurement Policy, the Municipal Finance Management Act, 2003, the Municipal Supply Chain Management Regulations, applicable National Treasury

prescripts, and the General and Special Conditions of Contract contained in this document.

Receipts will be issued on request only for tenders handed in during office hours from Mondays to Fridays. Receipts will not be issued for tenders placed in the tender box after hours or which are received by mail.

The tender box will be emptied just after 12:00 on the closing date as above, hereafter all bids will be opened in public. Late tenders or tenders submitted by e-mail or fax will under no circumstances be accepted.

The Municipality reserves the right to withdraw any invitation to tender and/or to re-advertise or to reject any tender or to accept a part of it. The Municipality does not bind itself to accepting the lowest tender or award a contract to the bidder scoring the highest number of points.

It is expected of all Bidders who are not yet registered on the Municipality's Accredited Supplier Database to register without delay on the prescribed form. The Municipality reserves the right not to award tenders to Bidders who are not registered on the Database.

Mr. S NGWENYA
MUNICIPAL MANAGER

SECTION 1.2: TENDER CONDITIONS AND INFORMATION

1.2.1 General and Special Conditions of Contract

The General Conditions of Contract (GCC) as well as Special Conditions of Contract (SCC) forming part of this set of tender documents will be applicable to this tender in addition to the conditions of tender. Where the GCC and SCC are in conflict with one another, the stipulations of the SCC will prevail.

1.2.2 Acceptance or Rejection of a Tender

The Municipality reserves the right to withdraw any invitation to tender and/or to re-advertise or to reject any tender or to accept a part of it. The Municipality does not bind itself to accepting the lowest tender or the tender scoring the highest points.

1.2.3 Validity Period

Bids shall remain valid for ninety (90) days after the tender closure date.

1.2.4 Cost of Tender Documents

Payment for tender documents, if specified, must be made by a crossed cheque payable to the Municipality of Moretele . These costs are non-refundable.

1.2.5 Registration on Accredited Supplier Database

It is expected of all prospective service providers who are not yet registered on the Municipality's Accredited Supplier Database to register without delay on the prescribed form. The Municipality reserves the right not to award tenders to prospective suppliers who are not registered on the Database.

1.2.6 Completion of TenderDocuments

(a) The original tender document must be <u>completed fully in black ink</u> and signed by the authorised signatory to validate the tender. <u>Section 5: DECLARATION must be completed and signed</u> by the authorised signatory and returned. Failure to do so will result in the disqualification of the tender.

(b) Tender documents may not be retyped. Retyped documents will result in the disqualification of the tender.

(c) The complete original tender document must be returned. Missing pages will result in the disqualification of the tender.

(d) No unauthorised alteration of this set of tender documents will be allowed. Any unauthorised alteration will disqualify the tender automatically. Any ambiguity has to be cleared with contact person for the tender before the tender closure.

T2.1 : LIST OF RETURNABLE DOCUMENTS

The following returnable documents must be completed, signed where required, and submitted with the tender. These documents will be used to determine responsiveness, eligibility, functionality and compliance with applicable procurement requirements. Failure to submit a mandatory returnable, or submission of an incomplete or non-compliant returnable, may result in the tender being declared non-responsive. All returnables must be consistent with the PPPFA, the Preferential Procurement Regulations, 2022, the MFMA, the Municipal SCM Regulations, applicable National Treasury prescripts, the GCC and the SCC.

1. DOCUMENTS REQUIRED FOR TENDER RESPONSIVENESS (Mandatory)

1. Municipal account for the business and directors not in arrears for more than 90 days or municipal account from private provider or statement of account from landlord with valid lease agreement.
2 Company registration certificate
3. Completed MBD forms
4. Coida
5. Certified ID Copies of Owners/Directors/Shareholders
6. All pages signed, initialed, and completed
7. Recent CSD summary report
8. Authority for Signatory on company letter head

2. OTHER RETURNABLE SCHEDULES REQUIRED FOR TENDER EVALUATION PURPOSES (included hereafter for completion)

- Compulsory Enterprise Questionnaire*(MBD Forms)
- Declaration affidavit
- Methodology

1.3 GENERAL CONDITIONS OF CONTRACT: SUPPLY AND DELIVERY OF STATIONERY, OFFICE CONSUMABLES, TONERS AND CARTRIDGES

1. Application and scope

1. These General Conditions of Contract apply to the appointment of a panel of service providers for the supply and delivery of stationery, office consumables, toners and cartridges to Moretele Local Municipality for a period of thirty-six (36) months from the date of award or as stated in the appointment letter.

1.1 "Goods" means stationery, paper, filing items, writing instruments, office consumables, printer consumables, toners, cartridges, drums and related items listed in the specifications and pricing schedule.

1.2 "Contract" means the written agreement, appointment letter, purchase order and tender documents that regulate the supply and delivery of the goods to the Municipality.

1.3 "Contract price" means the approved unit price for each item, inclusive of VAT, delivery, packaging, handling, loading, off-loading and all costs necessary to deliver the goods to the delivery point stated on the official order.

1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.

1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.

1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.

1.7 "Day" means calendar day.

1.8 "Delivery" means delivery, off-loading and handover of the ordered goods at the municipal office, store, department or other delivery point specified on the official purchase order, together with a delivery note signed by an authorised municipal official.

1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.

1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the goods are so delivered and a valid receipt is obtained.

1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.

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

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

1.14 "GCC" means the General Conditions of Contract.

1.15 "Goods" includes original equipment manufacturer toners and cartridges, compatible or equivalent products approved by the Municipality, and all stationery and consumable items required under the pricing schedule.

1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the goods covered by the bid will be manufactured.

1.17 "Local content" means that portion of the bidding price, which is not included in the imported content provided that local manufacture does take place.

1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.

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

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

1.21 "Purchaser" means the organization purchasing the goods.

1.22 "Republic" means the Republic of South Africa.

1.23 "SCC" means the Special Conditions of Contract.

1.24 "Services" means activities incidental to the supply of the goods, including sourcing, packaging, labelling, delivery, off-loading, replacement of defective items, product advice and after-sales support where required.

1.25 "Supplier" means a bidder appointed to the panel to supply stationery, office consumables, toners and cartridges when called upon by official order during the contract period.

1.26 "Tort" means in breach of contract.

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

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

2. Application

2.1 The contract applies only to the supply and delivery of goods ordered by the Municipality in writing. No goods may be supplied without an official purchase order or written instruction issued by an authorised municipal official.

2.2 Where applicable, special conditions of contract are also laid down to cover specific goods, services or works.

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

3. General

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

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

4. Standards

4.1 All goods supplied must be new, unused, fit for municipal office use, of merchantable quality, and compliant with the specifications, quantities, brands, sizes, colours, models or approved equivalents stated in the order and pricing schedule.

5. Use of contract documents and information inspection

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

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

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

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

6. Patent Rights

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

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

7. Performance security

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

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

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

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

8. Inspections, tests andanalyses

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

8.2 If it is a bid condition that goods to be produced or services to be rendered should at any stage be subject to inspections, tests and analyses, the bidder or contractor's premises shall be open, 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 bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.

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

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

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

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

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

9. Packing

9.1 The supplier must package stationery, consumables, toners and cartridges so that goods are protected against damage, leakage, exposure, tampering and deterioration during handling, transport and storage.

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 must be made to the delivery point stated on the official purchase order. The supplier must provide a tax invoice and delivery note indicating the order number, item description, quantity delivered, unit price and any back-ordered items.

11. Insurance

11.1 The supplier bears the risk of loss, damage, theft or deterioration of the goods until the goods are delivered, off-loaded, inspected and accepted by the Municipality.

12. Transportation

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

13. Incidental Services

13.1 Incidental services may include product identification, advice on suitable equivalent items, replacement of incorrect or defective goods, collection of rejected goods and urgent delivery support where operationally required.

(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 all stationery, office consumables, toners and cartridges supplied are new, unused, genuine or approved equivalent, compatible with the relevant equipment where applicable, free from defects and suitable for the purpose for which they are ordered.

15.2 This warranty remains valid for twelve (12) months after delivery and acceptance of the goods, unless a longer manufacturer warranty applies or the product expiry date is earlier.

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

15.4 Upon notification of defective, damaged, expired, leaking, incorrect or incompatible goods, the supplier must replace the goods at no cost to the Municipality within the period specified by the Municipality, failing which the Municipality may source replacement goods from another supplier at the defaulting supplier's risk and cost.

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

16. Payment

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

16.2 The supplier must submit an invoice only after delivery has been completed and accepted. Each invoice must be supported by a signed delivery note and must correspond with the official order and approved unit prices.

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

16.4 Payment will be made in Rand unless otherwise stipulated.

17. Prices

17.1 Prices must be the approved unit prices submitted in the pricing schedule and must include VAT, delivery, packaging, off-loading and all related costs, unless a written price adjustment is approved by the Municipality in accordance with the SCC.

18. Variation orders

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

21.1 Delivery of stationery, office consumables, toners and cartridges must be made within the delivery period stated in the SCC or on the official order. The supplier must immediately notify the Municipality in writing of any delay, stock shortage or discontinued item and propose an acceptable alternative.

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

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

21.4 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 22.2 without the application of penalties.

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

22. Penalties

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

23. Termination for default

23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
(a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2; (b) if the supplier fails to perform any other obligation(s) under the contract; or (c) if the supplier, in the judgement of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner, as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.

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

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

23.5 . Any restriction imposed on any person by the purchaser will, at the discretion of the purchaser, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the purchaser actively associated.

23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:

(i) the name and address of the supplier and / or person restricted by the purchaser;
(ii) the date of commencement of the restriction
(iii) the period of restriction; and
(iv) the reasons for the restriction. These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.

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

24. Antidumping and countervailing duties and rights

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

25. Force Majeure

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

26. Termination for insolvency

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

27. Settlement of Disputes

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

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

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

27.4 Notwithstanding any reference to mediation and/or court proceedings herein, (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
(a) 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. Limitation of Liability

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

29. Governing language

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

30. Applicable law

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

31. Notices

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

31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

32. Taxes and duties

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

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

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

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

33. Transfer of contracts

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

34. Amendment of contracts

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

35. Prohibition of restrictivepractices

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 0f 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.

THE FOLLOWING CRITERIA WILL BE USED

Criterion	Weight
Capacity	30
Value of work award	30
Methodology	20
Locality	20
TOTAL	**100**

- Bidders must achieve a minimum functionality score of 60 points out of 100 to proceed to evaluation in terms of the 80/20 preference point system.

Functionality Evaluation

Functionality will be assessed before price and specific-goals scoring. Only bidders that meet the minimum functionality threshold will proceed to the next stage of evaluation.

Functionality Criteria and Scoring

The criteria, supporting evidence requirements and maximum points applicable to functionality are set out in the table below. Points will be allocated only for information and supporting evidence submitted with the bid.

Phase 2: Functionality Evaluation Bidders will be evaluated against the functionality criteria below. Points will be awarded only where the required supporting evidence is submitted with the bid. Bidders must achieve a minimum score of 60 points out of 100 to proceed to evaluation on price and specific goals.				
No.	**Criterion**	**Evaluation requirement and supporting evidence**	**Maximum points**	**Evaluator score**
1	Capability	Experience in the stationery and office-consumables supply industry, supported by current or previous client reference letters, appointment letters, purchase orders or completion letters. Score allocation: more than 5 relevant projects: 30 points; 3 to 4 relevant projects: 20 points; 0 to 2 relevant projects: 10 points.	30	
2	Value of work awarded	Value of previous work awarded, supported by purchase orders or appointment letters. Score allocation: above R500,000.00: 30 points; R200,000.00 to R499,999.00: 20 points; below R200,000.00: 10 points.	30	
3	Methodology	Delivery methodology, including order processing, stock availability, delivery	20	

		turnaround time, handling of urgent orders, quality-control measures and replacement of incorrect or defective items. Score allocation: comprehensive and convincing methodology: 20 points; adequate methodology: 10 points; poor or incomplete methodology: 5 points.		
4	Locality	Locality of bidder's operating premises, supported by proof of address. Score allocation: within Moretele Local Municipality: 20 points; within Bojanala Platinum District Municipality: 15 points; within North West Province: 10 points; outside North West Province: 5 points.	20	
Total functionality			**100**	

Phase 3: Preference and Price			
	Price Score		80
	Specific goals score		20
	Total score on preference and price		100

- *Only bidders who meet the minimum functionality threshold will proceed to the next stage of evaluation.*

Phase 3: Price and Specific-Goals Evaluation

SECTION 1.4: SPECIAL CONDITIONS OF CONTRACT: STATIONERY, OFFICE CONSUMABLES, TONERS AND CARTRIDGES

1.4.1 The tender is for the appointment of a panel of service providers to supply and deliver stationery, office consumables, toners and cartridges to Moretele Local Municipality for a period of thirty-six (36) months, as and when required by official purchase order.

1.4.2 Only bidders who have a stationery shop or stationery warehouse within a 65km radius of the Moretele Municipality's Main Building in 101 Marsh Street are eligible to tender.

1.4.3 Bidders must demonstrate that they are able to source and supply the required stationery, consumables, toners and cartridges, including proof of dealership, distributorship, supplier arrangements, manufacturer access or other evidence of reliable supply capacity where requested.

1.4.4 Quoted prices must include VAT, delivery, packaging, loading, off-loading, handling and all costs necessary to deliver the goods to the municipal delivery point stated on the official order.

1.4.5 Prices must remain fixed for the first twelve (12) months of the contract. Any proposed price adjustment thereafter must be motivated in writing with supporting evidence and will only apply if approved in writing by the Municipality. The Municipality may reject a price adjustment and source the item from another appointed supplier where this is in the Municipality's best interest.

1.4.6 Delivery must take place within forty-eight (48) hours after receipt of an official purchase order, unless a different delivery period is agreed in writing for bulk, specialised, discontinued or back-ordered items.

1.4.7 The Municipality may appoint more than one supplier to the panel and may allocate orders based on price, availability, delivery capacity, item specialisation, past performance and operational requirements.

1.4.8 If an appointed supplier cannot deliver within the required period, the supplier must notify the Municipality in writing before the delivery deadline, stating the affected items, reason for delay, proposed delivery date and any suitable approved equivalent product.

1.4.9 If the supplier fails to notify the Municipality of a delay or fails to deliver within the agreed period, the Municipality may cancel the order in whole or in part and source the required items from another panel supplier or external supplier, without prejudice to any other remedy available to the Municipality.

1.4.10 Where a bidder offers an equivalent or similar approved product, the bidder must clearly state the brand, model, code, specifications and compatibility details. The Municipality reserves the right to reject any equivalent product that does not meet the required standard or equipment compatibility.

1.4.11 Samples, product data sheets, compatibility confirmations, manufacturer codes or photographs may be requested during evaluation or contract implementation. Failure to provide requested proof or samples may result in rejection of the item or order allocation to another supplier.

1.4.12 Toners, cartridges and drums must be supplied in sealed original packaging or approved equivalent packaging, must not be expired, refilled or damaged, and must be compatible with the printer or copier model specified by the Municipality.

1.4.13 Any toner, cartridge, drum or consumable that leaks, damages equipment, produces poor-quality output, is incompatible, or fails prematurely must be replaced by the supplier at no cost to the Municipality. The supplier may also be held responsible for reasonable repair or cleaning costs directly caused by defective supplied consumables.

1.4.14 All deliveries must be accompanied by a delivery note and must be inspected by the receiving department. Acceptance of delivery does not prevent the Municipality from rejecting hidden defects, incorrect items, short deliveries or incompatible products discovered after receipt.

1.4.15 Back orders must be approved by the Municipality in writing. The Municipality is not obliged to wait for back-ordered items where the goods are urgently required or available from another appointed supplier.

SECTION 2.1: SPECIFICATIONS AND PRICING SCHEDULE

Item No	Description	Quantity	Price Per Item (incl. delivery cost & VAT	Name of Similar Approved Product
PAPER				
1.	80gm A4 White Paper – Rotatrim or Typek or similar approved	Per ream of 500 sheets		
2.	80gm A3 White Paper – Rotatrim or Typek or similar approved	Per ream of 500 sheets		

GENERAL OFFICE SUPPLIES				
27.	Alkaline Batteries – AA (Duracell or similar approved)	4 per pack		
28.	Alkaline Batteries – AAA (Duracell or similar approved)	4 per pack		
ENVELOPES				
30.	C3 Envelopes, 458 x 324mm Golden Brown – no window - self seal	Box of 250		
31.	C4 Envelopes, 324 x 329mm White wove –no window – self seal	Box of 250		
32.	C4 Envelopes, 324 x 229 Manila – self seal - no window – self seal	Box of 250		

Item No	Description	Quantity	Price Per Item (incl. delivery cost & VAT	Name of Similar Approved Product
BOOKS AND PADS				
41.	A4 Hardcover Counter Books – 96 pages	Each		
42.	A4 Hardcover Counter Books – 192 pages	Each		

Item No	Description	Quantity	Price Per Item (incl. delivery cost & VAT	Name of Similar Approved Product
WRITING AND CORRECTION				
55.	Crystal Ballpoint Pens – Medium – BIC or similar approved – black	Each		
56.	Crystal Ballpoint Pens – Medium – BIC or similar approved – blue	Each		
57.	Crystal Ballpoint Pens – Medium – BIC or similar approved – red	Each		
58.	Orange Ballpoint Pens – Fine – BIC or similar approved – black	Each		
59.	Orange Ballpoint Pens – Fine – BIC or similar approved – blue	Each		
60.	Orange Ballpoint Pens – Fine – BIC or similar approved – red	Each		
65.	Whiteboard Markers – 2.0mm – Artline or similar approved – black	Each		

Item No	Description	Quantity	Price Per Item (incl. delivery cost & VAT	Name of Similar Approved Product
72.	Whiteboard Eraser	Each		
81.	Highlighters – Chisel Tip – Red	Each		

Item No	Description	Quantity	Price Per Item (incl. delivery cost & VAT	Name of Similar Approved Product
82.	Highlighters – Chisel Tip – Blue	Each		
83.	Highlighters – Chisel Tip – Green	Each		
84.	Highlighters – Chisel Tip – Yellow	Each		
85.	Highlighters – Chisel Tip – Orange	Each		

Item No	Description	Quantity	Price Per Item (incl. delivery cost & VAT	Name of Similar Approved Product
OFFICE SUPPLIES AND DESK ACCESSORIES				
107.	Prestik or similar approved– 100g	Each		

Item No	Description	Quantity	Price Per Item (incl. delivery cost & VAT	Name of Similar Approved Product
121.	Paper Binders – 76mm	Per 100 Pack		
122.	Paper Clips – 25mm – white coated	Per 100 Pack		
126.	Foldback clips – 19mm	Per Box		

Item No	Description	Quantity	Price Per Item (incl. delivery cost & VAT	Name of Similar Approved Product
131.	Rubberbands – 100g – size small	Per pack		
137.	Staple Remover	Each		
138.	Heavy Duty Stapler Remover	Each		
139.	Heavy Duty Stapler – Stapling up to 100 sheets	Each		
140.	Full Standard Strip Stapler – Stapling up to 20 sheets	Each		
141.	Staples – 56 26/6 – box of 5000 – Rexel or similar approved	Per Box		
142.	Staples – 66/11 – box of 5000 – Rexel or similar approved	Per Box		

Item No	Description	Quantity	Price Per Item (incl. delivery cost & VAT	Name of Similar Approved Product
145.	Plastic Ruler – 30cm – Assorted colours	Each		
147.	Punches - centering arm adjustable to A4 – 2-hole perforator with paper size guise (20 sheet – 40 sheet) – Black	Each		
150.	A4 Laminating Pouches	Per Pack of 100		
153.	Letter Tray 3 – Black	Each		

Item No	Description	Quantity	Price Per Item (incl. delivery cost & VAT	Name of Similar Approved Product
156.	Large scissors – 21cm – black	Each		
FILING AND STORAGE				
157.	A4 Board Lever Arch Files – 50mm – Black	Each		
158.	A4 Board Lever Arch Files – 75mm – Black	Each		
164.	A4 Dividers – Manila – A to Z Division	Per Pack		
165.	A4 Dividers – Manila – 1/31 Numbered Division	Per Pack		
169.	A4 Dividers - Pastel Colours – 10 Dividers	Per Pack		
170.	Manila Folders – 180g – Assorted colours – 100 per pack	Per Pack		

Item No	Description	Quantity	Price Per Item (incl. delivery cost & VAT	Name of Similar Approved Product
• Bidders must be able to service Moretele Local Municipality within the required delivery period and must provide evidence of reliable access to stationery, office consumables, toners and cartridges. Where local presence is required, the bidder must provide proof of a stationery shop, warehouse, distribution point or delivery arrangement that enables compliance with the delivery requirements.				

Item No	Description	Quantity	Price Per Item (incl. delivery cost & VAT	Name of Similar Approved Product
185.	DVD + R – Verbatim (16x printable)	Per pack of 10		
	HP laser enterprise MFP M880			
	Minolta Bizhub 283			
	HP colour laserjet enterprise MFP M630			
	HP laserjet enterprise MFP M830			
	HP laser enterprise MFP M680dn			
	HP laser enterprise MFP M725F			
	HP colour laserjet enterprise MFP M586Z			
186.	HP Page wide pro MFP 477 dw			
RUBBER STAMPS & DATER				
188.	Self –Inking Dater – Trodat 4810	Each		
189.	Self – Inking Dater – Trodat 4820	Each		

SECTION3.1: MBD1: BID FOR THE REQUIREMENTS OF THE MUNICIPALITY OF MORETELE

TENDER: APPOINMENT OF PANEL FOR SERVICE PROVIDER TO SUPPLY & DELIVERY OF STATIONERY AND OFFICE APPOINTMENT OF A PANEL OF SERVICE PROVIDERS TO SUPPLY AND DELIVER STATIONERY, OFFICE CONSUMABLES, TONERS AND CARTRIDGES TO MORETELE LOCAL MUNICIPALITY FOR A CONTRACT PERIOD OF 36 MONTHS	
CLOSING DATE: 26 OCTOBER 2026	CLOSING TIME: 12:00

Bid documents, placed in a sealed envelope and clearly marked with the bid number on the outside, may be posted to:

The Tender Box
Moretele
Municipality
Private Bag X365
MORETELE
0404

or

deposited in the tender box situated on the Moretele Local Municipality, Municipal Building, 4065B Mathibestad, Moretele

Please note:

- Biddersmustensurethatbidsaredeliveredtimeously to thecorrectaddress. If thebid is late, it will notbe accepted forconsideration.
- All bids must be submitted on the official forms. Forms may not be retyped.
- This bid is subject to the General Conditions of Contract (GCC) and, if applicable, any other special conditions of contract included in this document.
- The successful bidder will be required to fill in and sign a written Contract Form (MBD7).

THE FOLLOWING PARTICULARS MUST BE FURNISHED. FAILURE TO DO SO MAY RESULT IN YOUR BID NOT BEING ACCEPTED.

MUNICIPAL SUPPLIER DATABASE REGISTRATION NO:

.... NAME OF BIDDER:

....

POSTAL ADDRESS:
……

……
………

STREET ADDRESS :
………

……
………

TELEPHONE: AREA CODE: …………………………… NUMBER…………………………………………………

FACSIMILE: AREA CODE: ………………………………… NUMBER……………………………………………………

E-MAIL ADDRESS (IF AVAILABLE):
……………………………………………………………………………………………………

NAME OF CONTACT PERSON:
……

CELL PHONE NUMBER OF CONTACT PERSON:
………………………………………………………………………………

VAT REGISTRATION
NUMBER…………………………………………………………………………………….

HAS AN ORIGINAL AND VALID TAX CLEARANCE CERTIFICATE BEEN ATTACHED? YES/NO

HAS SUPPORTING PROOF FOR THE SPECIFIC GOALS CLAIMED IN TERMS OF MBD 6.1 BEEN SUBMITTED? YES / NO

YES/N
O

IF YES, STATE THE TYPE OF DOCUMENTARY PROOF

SUBMITTED: ……………………………………………………………………………………………………

AS REQUIRED BY THE MUNICIPALITY'S PREFERENTIAL PROCUREMENT POLICY AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022

Documentary proof may include ownership records, sworn affidavits, CIPC documents, municipal accounts, lease agreements, or any other proof specified for the specific goal claimed.

BIDDERS MUST TICK OR LIST THE APPLICABLE PROOF SUBMITTED.
(Tick applicable box)

SUPPORTING PROOF MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR SPECIFIC GOALS.

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS/SERVICES/WORKS OFFERED? O

(IF YES ENCLOSE PROOF)

YES/N

SIGNATURE OF BIDDER

…………………………………………………………………………………………………..

DATE………………………………………………………………………………………………

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

……………………………………………………………………………

TOTAL BID

PRICE………………………………………………………………………………………………

………… TOTAL NUMBER OF ITEMS OFFERED

…………………………………………………………………………………….

DELIVERY BASIS:

Is the delivery period firm?	YES / NO
Period required for delivery after receipt of order (days)	
Is the price (inclusive of VAT) firm?	YES / NO
Discount offered:	Conditional/Unconditional
If conditional, state condition:	
Is offer strictly to specification/terms of reference	YES / NO
If not to specification/terms of reference. Please state deviation(s) if any:	

BANK DETAILS (IF APPLICABLE):

BANK NAME:	
BRANCH:	BRANCH CODE:
ACCOUNT HOLDER:	
ACCOUNT NUMBER:	ACCOUNT TYPE:

OFFICIAL STAMP FROM THE BANK OR AN OFFICIAL LETTER FROM THE BANK

....
AUTHORISED BANK OFFICIAL

AUTHORISED SIGNATURE:
....

NAME:
....

CAPACITY:
....

DATE:
....

SECTION 4.1 MBD4: DECLARATION OFINTEREST

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

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

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

3.2 Identity

Number:……………………………………………………………………………………………...

. 3.3 Position occupied in the Company (director, trustee,

shareholder²):... 3.4 Company registration

number:…………………………………………………………………………….... 3.5 Tax

Reference Number:

……………………………………………………………………………….

3.6 VAT Registration Number:
……………………………………………………………………………....

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

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

3.8.1 If so, furnish particulars.

………………………………………………………………
………………………………………………………………

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

(a) a member of –
  (i) any municipal council;
  (ii) any provincial legislature; or
  (iii) the national Assembly or the national Council of provinces;

(b) a member of the board of directors of any municipal entity;
(c) an official of any municipality or municipal entity;
(d) an employee of any national or provincial department, national or provincial public entity or

constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);

(e) a member of the accounting authority of any national or provincial public entity; or

(f) an employee of Parliament or a provincial legislature.

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

3.9.1 If so, furnish particulars.

……

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

3.10.1 If so, furnish the following particulars:

……

3.11 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

3.11.1 If so, furnish particulars

………………………………………………………..……………………………………………………………

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

3.12.1 If so, furnish particulars.

………………………………………………………..

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

3.13.1 If so, furnish particulars.…………………………………………………………………………………………………

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

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

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

Full Name	Identity Number	State Employee Number	Income Tax Number

……………………………………………………………
Signature

…………………………………………………
Date

……………………………………………………………
Position

…………………………………………………
Name of Bidder

SECTION 4.2 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 as contemplated in the Preferential Procurement Policy Framework Act, 2000 and the Preferential Procurement Regulations, 2022.

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF SPECIFIC GOALS, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022.

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1. GENERAL CONDITIONS

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

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

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

1.3 Preference points for this bid shall be awarded for:

(a) Price; and
(b) Specific goals.

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**	**MAXIMUM OF 20**
	Total points for Price and Specific Goals must not exceed	100

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

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 "specific goals" means the goals identified in this tender and the Municipality's Preferential Procurement Policy for which preference points may be awarded in terms of the Preferential Procurement Regulations, 2022;

2.3 "specific goal proof" means the documentary evidence required by this tender to substantiate the specific goal claimed by the bidder;
on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;

2.4 "bid" means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;

2.5 "Preferential Procurement Regulations, 2022" means the regulations issued under the Preferential Procurement Policy Framework Act, 2000, which provide for the allocation of preference points for specific goals;

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 "EME" means an exempted micro enterprise as defined in applicable legislation or policy, where such status is relevant to a specific goal or proof requirement in this tender.

2.10 "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;

2.11 "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;

2.12 "non-firm prices" means all prices other than "firm" prices;

2.13 "person" includes a juristic person;

2.14 "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;

2.15 "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;

2.16 "total revenue" means the total annual revenue of an enterprise as supported by the bidder's financial or statutory records, where such proof is required for a specific goal claimed;

2.17 "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

2.18 "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 scoring the highest score for functionality.

3.6 Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

4. POINTS AWARDED FOR PRICE

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

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

80/20 or 90/10

$\left(\quad Pt - P\min \right)$ or $Ps = 90\left(1 - Pt - P\min \right)$

$$Ps = 80\left(1 - \frac{\qquad}{P\min}\right) \qquad \left(\frac{\qquad}{P\min}\right)$$

Where

Ps	=	Points scored for comparative price of bid under consideration
Pt	=	Comparative price of bid under consideration
Pmin	=	Comparative price of lowest acceptable bid

5. **Points awarded for specific goals**

5.1 **In terms of the Preferential Procurement Regulations, 2022, preference points must be awarded for specific goals identified in the tender document and supported by proof submitted by the bidder.**

Specific goal	**Points allocated**	**Proof required**
Promotion of enterprises owned by black people, women, youth, people with disabilities or other groups stated in the Municipality's preferential procurement policy	20	Supporting documentation specified in this tender, including sworn affidavits, CIPC documents, municipal accounts, lease agreements or other evidence required for the specific goal claimed.

5.2 Bidders who claim points for specific goals must submit the documentary proof prescribed in this tender and in the Municipality's Preferential Procurement Policy.

5.3 Where ownership, locality, enterprise status or any other approved specific goal is claimed, the bidder must submit valid proof sufficient to substantiate that claim.

5.4 A trust, consortium or joint venture may claim points for specific goals only where the relevant goal is substantiated by consolidated or entity-specific proof acceptable to the Municipality.

5.5 A trust, consortium or joint venture claiming points for a specific goal must submit the required consolidated proof or supporting documentation for every separate bid.

5.6 Public entities, tertiary institutions and other bidders must submit supporting documentation applicable to the specific goals claimed, where such goals are available to them under the tender and the Municipality's Preferential Procurement Policy.

5.7 A bidder will not be awarded points for a specific goal where the bidder fails to submit the prescribed proof or where the submitted proof does not substantiate the specific goal claimed.

5.8 Where subcontracting is proposed, the bidder must disclose the subcontracting arrangement and ensure that any claim for specific goals remains supported by the required documentation and complies with the Municipality's preferential procurement policy.

6. BID DECLARATION

6.1 Bidders who claim points in respect of specific goals must complete the following declaration and submit the required proof.

7. SPECIFIC GOALS CLAIMED IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022

7.1 Specific goal claimed: .... = (maximum of 20 points)
20 points)

Points claimed must be aligned to the specific goals and proof requirements stated in this tender and may be substantiated by ownership records, sworn affidavits, CIPC documents, municipal accounts, lease agreements, or any other documentation required by the Municipality.

8 SUB-CONTRACTING

8.1 Will any portion of the contract be sub-contracted? YES / NO (delete which is not applicable)

8.1.1 If yes, indicate:

(i) what percentage of the contract will be subcontracted?.. %

(ii) the name of the sub-contractor?
………………………………………………………….. (iii) the specific goals, if any, to be performed or supported by the sub-contractor? ....………………........

(iv) whether supporting proof for the sub-contractor's specific goals is attached? YES / NO (delete which is not applicable)

9 DECLARATION WITH REGARD TO COMPANY/FIRM

9.1 Name of firm : ....

9.2 VAT registration number : ....

9.3 Company registration number : ....

9.4 TYPE OF COMPANY/ FIRM

Partnership/Joint Venture /
Consortium One-person
business/sole propriety Close
corporation
Company
(Pty)
Limited

[TICK APPLICABLE BOX]

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

…………..
....
………………
....
……………...

COMPANY CLASSIFICATION

Manufactu
re
Supplier
Professional service provider
Other service providers, e.g.
transporter, etc. [TICK APPLICABLE
BOX]

9.6 MUNICIPAL INFORMATION

Municipality where business is situated
…...Registered Account
Number ……………………………...
Stand Number ……………………………………………….....

9.7 TOTAL NUMBER OF YEARS THE COMPANY/FIRM HAS BEEN IN BUSINESS?
……………………

9.8 **I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed for the specific goals indicated in this form and supported by the required documentation qualify the company/firm for the preference(s) shown and I/we acknowledge that:**

(i) The information furnished is true and correct;

(ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form.

(iii) In the event of a contract being awarded as a result of points claimed for specific goals, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;

(iv) If the specific goals claimed have been claimed or obtained on a fraudulent basis, or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –

(a) disqualify the person from the bidding process;

(b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;

(c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;

(d) restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied; and

(e) forward the matter for criminal prosecution

WITNESSES:

1. ………………………………………

…………………………… ……… SIGNATURE(S) OF BIDDER(S)

2. ……………………………………… DATE:……………………………………………..

ADDRESS:……………………...............................

….……………………………………………….....................

……………………………………………………..................

..……………..…………………………………………

SECTION 4.3: MUNICIPAL RATES AND SERVICES

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

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

DECLARATION

I, THE UNDERSIGNED (NAME) ....

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

....
Signature Date

....
Position Name of Bidder

SECTION 4.4: AUTHORITY FOR SIGNATORY

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

acting in his/her capacity as...of the business trading as

…..to sign all

documentation in connection with Tender ……………………………….

NAME OF MEMBERS / DIRECTORS	SIGNATURE	DATE

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

SECTION4.5: MBD8: DECLARATIONOFBIDDER'SPAST SUPPLYCHAINMANAGEMENT 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 suchsystem;
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	Is the bidder or any of its directors listed on the National Treasury's database as a company or person prohibited from doing business with the public sector? (Companiesor persons who arelistedon this databasewereinformedin writingof this restriction by the National Treasury after theaudi alteram partem rulewas applied). 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.	Yes	No
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? The Register Tender Defaulters can be accessed on the National Treasury's website(www.treasury.gov.za) by clicking on its link at thebottom of thehome page.	Ye	No

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	No
4.3.1	If so, furnish particulars:		
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes	No
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	No
4.7.1	If so, furnish particulars:		

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME)..CERTIFY THAT THE

INFORMATIONFURNISHEDONTHISDECLARATION FORM TRUEANDCORRECT.

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

…………………………………………....
Signature

……………………………..........
Date

………………………………………...
Position

……………………………........
Name of Bidder

SECTION 4.6 MBD 9: CERTIFICATE OF INDEPENDENT BID DETERMINATION

1. This Municipal Bidding Document (MBD) must form part of all bids[1] 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 (MBD9) 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 beexpected tocompete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

____

(Bid Number and Description)

in response to the invitation for the bid made by:

____

(Name of Municipality / Municipal Entity)

do hereby make the following statements that I certify to be true and complete

in every respect: I certify, on behalf of:___________________________that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:

   (a) has been requested to submit a bid in response to this bid invitation;

   (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and

   (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium[3] 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

[3] Jointventure or Consortium means an association ofpersons forthepurposeofcombiningtheir expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

SECTION 5: DECLARATION

1. I hereby declare that I have read, understood, agree and comply with all of the sections below, if included, that it shall be deemed to form and be 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, 2011;
   - Declaration of interest;
   - Declaration of bidder's past SCM practices;
   - Certificate of Independent Bid Determination
   - Special Conditions of Contract;

   (ii) General Conditions of Contract; and
   (iii) Other (specify)

2. I confirm that I am duly authorised to sign this document.

NAME (PRINT) ………………………………… ………. CAPACITY

………………………………… ……….

SIGNATURE ………………………………… ………. NAME OF FIRM

………………………………… ………. DATE

………………………………… ……….

WITNESS
1 ……..………
2 ………………
DATE:

SECTION 6: CONTRACT FORM: PART 1 (TO BE FILLED IN BY THE BIDDER)

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

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

   (i) Bidding documents, *viz*
   - Invitation to bid;
   - Tax clearance certificate;
   - Pricing schedule(s);
   - Technical Specification(s);
   - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations, 2011;
   - Declaration of interest;
   - Declaration of bidder's past SCM practices;
   - Certificate of Independent Bid Determination
   - Special Conditions of Contract;

   (ii) General Conditions of Contract; and
   (iii) Other (specify)

2. 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.
   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.

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

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

NAME

(PRINT)………………………………………….

CAPACITY………………………………………….

SIGNATURE………………………………………….

NAME OF FIRM……………………………………

DATE………………………………………….

WITNESS	
1	……..…………
3	………………
DATE:	

SECTION 6: CONTRACT FORM: PART 2 (TO BE FILLED IN BY THE PURCHASER)

1. I...in my capacity as Director: Corporate Services

   accept your bid under reference number 93-13/14 dated.................................. for the

   supply of goods/works indicated hereunder and/or further specified in the

   annexure(s).

2. An official order indicating delivery instructions is forthcoming.

3. I undertake to make payment for the goods/works delivered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice accompanied by the delivery note.

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

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

SIGNED AT

……………………………………ON…………………………

NAME (PRINT) …………………………………….

SIGNATURE…………………………………

OFFICIAL STAMP

WITNESS

1 …………………

2 …………………

DATE