



GAMAGARA LOCAL MUNICIPALITY

GM2021/46

SUPPLY AND DELIVERY OF DESKTOPS AND LAPTOPS FOR A PERIOD OF 36 MONTHS AS AND WHEN REQUIRED

NAME OF BIDDER	
TOTAL BID PRICINCE (VAT INCL.)	
CSD SUPPLIER NO:	

PREPARED AND ISSUED BY:

Directorate: Budget & Treasury
Supply Chain Management Unit

CONTACT PERSON: Josephine
Nampa

Tel No. 053 723 6000

Email: josephine@gamagara.co.za

TECHNICAL ENQUIRIES:

Mr Tshenolo Tshekedi

Tel No. 053 723 6000

Email: ttshekedi@gamagara.co.za

BID DETAILS						
TENDER NO.:	GM2021/46					
TENDER TITLE	Supply and delivery of desktops and laptops for a period of 36 months as and when required					
CLOSING DATE				Closing Time:	10:00	
SITE MEETING	Date:	n/a	Time:	n/a	Compulsory?	n/a
SITE MEETING ADDRESS	n/a					
BID BOX	Foyer of main building between the hours 07:30 till 16:30 Cnr Hendrik van Eck & Frikkie Meyer Roads Kathu, 8446					
OFFER VALIDITY	90 days					
BIDDER DETAILS						
NAME OF BIDDER						
CONTACT PERSON						
PHYSICAL ADDRESS				Postal Address:		
TELEPHONE NO.						
EMAIL ADDRESS						
DATE:						
SIGNATURE OF BIDDER						
CAPACITY						

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1. TENDER ADVERT

GAMAGARA MUNICIPALITY



BID: GM2021/46

SUPPLY AND DELIVERY OF DESKTOPS AND LAPTOPS FOR A PERIOD OF 36 MONTHS AS AND WHEN REQUIRED

Gamagara Local Municipality is inviting Suppliers to submit bids for Supply and delivery of Desktops and Laptops for a period of 36 months.

The bid document will be available on the municipal website at www.gamagara.gov.za and on the e-tender portal at www.etenders.gov.za

Bid documents in a sealed envelope, clearly marked "**GM2021/46 SUPPLY AND DELIVERY OF DESKTOPS AND LAPTOPS FOR A PERIOD OF 36 MONTHS AS AND WHEN REQUIRED**" must be deposited in the bid box, Cnr Hendrik van Eck & Frikkie Meyer Road, Kathu, not later than 10:00, **14 June 2021**.

All administrative enquiries must be directed to Mrs. J. Nampa @ 053 722 6000 and technical enquiries must be directed to Mr Tshenolo Tsheledi @ 053 723 6000 during office hours.

Bids will be evaluated according to Gamagara Municipality's Supply Chain Management Policy and the Preferential Procurement Policy Framework Act.

Important notice

No faxed, e-mailed or late tenders will be considered. The municipality is not obliged to accept the lowest bid, or any bid.

P. Leserwane
Municipal Manager
P.O.Box 1001
KATHU, 8446

2. SPECIFICATIONS / SCOPE OF WORK

1. LAPTOPS AND DESKTOPS

Product Code and Description
2IN1 12.5" TABLET I7 11TH GEN, 16GB RAM, 256GB SSD, 4 YR PLUS SUPPORT Processor:10th Generation Intel® Core™ I7-10610U (4 Core, 8M Cache, base 1.8GHz up to 4.9GHz Capable) TPM:TPM 2.0 Enabled Display:12.3" FHD Touch (1920 x 1280) Anti-Glare Anti-Smudge System Base:Palmrest with Smart Card Reader & Fingerprint Reader Memory:16GB, onboard, LPDDR3, 2133MHz Hard Drive:M.2 256GB PCIe Class 35 Solid State Drive Plug Type:South African Red Top Plug Power Cord Battery:2 WHr Polymer, ExpressCharge™ Capable Wireless:Intel Dual Band Wi-Fi 6 AX201 2x2 802.11ax 160MHz + Bluetooth 5.1 DVDRW:Optional Mobile LTE:LTE-A NB Keyboard:Travel Keyboard - US International (QWERTY) Operating System:Windows 10 Pro (64 Bit), English Management Tools:Free Management Tools with Support Assist Battery warranty:3 yr Extended Battery service Warranty Support:4Yr ProSupport Plus and Next Business Day On-Site Service Stylus Pen:Premium Active Pen Embedded Security:Absolute Resilience 4 years Adapter for extra Display:USB-C Mobile Adapter Lock:Keyed Laptop Lock Carry Case:Pro Briefcase 14
NOTEBOOK 15" I7 9TH GEN, 16GB RAM, 512GB SSD, DISCRETE GPU, 4 YR PLUS SUPPORT Processor:Intel Core Processor i7-10875H(8 Core, 16MB Cache, 2.30 GHz to 5.10 GHz, 45W) TPM:TPM 2.0 Enabled

Display:15.6" UltraSharp FHD IGZO4, 1920x1080, AG, NT, w/Prem Panel Guar, 100% sRGB, Titan Gray w/ HD Camera

System Base:Palmrest with Smart Card Reader & Fingerprint Reader

Memory:16GB,DDR4-2666MHz SDRAM, 2 DIMMS, Non-ECC

Hard Drive:M.2 512SSD PCIe NVMe Class 40 Solid State Drive,1TB SSD

Plug Type:South African Red Top Plug Power Cord

Graphics Card:Nvidia Quadro T1000 w/4GB GDDR5

Optimizer Tool:Free Tuning Tools

Battery:6 Cell 92Whr ExpressCharge Capable Battery

Wireless:Intel Dual Band Wireless AX201 2x2 + Bluetooth 5.1

DVDRW:Optional

Mobile LTE:Recommended

NB Keyboard:Internal US/International Qwerty Backlit Keyboard

Operating System:Windows 10 Pro (64 Bit), English

NOTEBOOK 14" I5 10TH GEN, 8GB RAM, 500GB,4YR SUPPORT PLUS

Processor:10th Generation Intel® Core™ i5-10210U (4 Core, 6M cache, base 1.6GHz, up to 4.2GHz)

TPM:TPM 2.0 Enabled

Display:14 " FHD 1920 x 1080 Anti-Glare Non-Touch with Camera, WLAN/WWAN capable

System Base:Palmrest Standard

Memory:8GB, 1x8GB, DDR4 Non-ECC

Hard Drive:M.2 256GB PCIe NVMe Class 35 Solid State Drive

Plug Type:South African Red Top Plug Power Cord

Battery:3 cell 42Whr ExpressCharge™ Capable

Graphics Card :Optional - Nvidia GeForce® MX130

Wireless:Intel® Dual Band Wireless AC 9560 (802.11ac) 2x2 + Bluetooth 5.0

DVDRW:Optional

Mobile LTE:Recommended

NB Keyboard:Internal US/International Qwerty Backlit Keyboard

Operating System:Windows 10 Pro (64 Bit), English

Management Tools:Free Management Tools with Support Assist

Warranty Support:4Yr ProSupport Plus and Next Business Day On-Site Service

Lock:Keyed Laptop Lock

Carry Case:Pro Briefcase 14

Embedded Security:Absolute Resilience 4 years

NOTEBOOK 13" I7 11TH GEN, 16GB RAM, 256GB SSD, 4 YR PLUS SUPPORT

Processor:11th Generation Intel® Core™ i7-1185G7 (4 Core, 12M cache, base 3.0GHz, up to 4.8GHz)

TPM:TPM 2.0 Enabled

Display:13 " FHD 1920 x 1080 Anti-Glare Non-Touch with Camera, WLAN/WWAN capable

System Base:Palmrest Standard

Memory:16G Onboard Memory

Hard Drive:M.2 256GB PCIe NVMe Class 35 Solid State Drive

Plug Type:South African Red Top Plug Power Cord

Battery:4 Cell Battery with 3yr battery warranty

Wireless:Intel® Wi-Fi 6 AX201 2x2 .11ax 160MHz + Bluetooth 5.1

DVDRW:Optional

Mobile LTE:DW5820e WWAN Card Intel(R) LTE-A for South Africa

NB Keyboard:Internal US/International Qwerty Backlit Keyboard

Operating System:Windows 10 Pro (64 Bit), English

Management Tools:Free Management Tools with Support Assist

Warranty Support:4Yr ProSupport Plus and Next Business Day On-Site Service

Embedded Security:Absolute Resilience 4 years

Lock:Keyed Laptop Lock

Carry Case:Pro Briefcase 14

NOTEBOOK 13" I7 11TH GEN, 16GB RAM, 256GB SSD, 4 YR PLUS SUPPORT

Processor:11th Generation Intel® Core™ i7-1185G7 (4 Core, 12M cache, base 3.0GHz, up to 4.8GHz)

TPM:TPM 2.0 Enabled

Display:13 " FHD 1920 x 1080 Anti-Glare Non-Touch with Camera, WLAN/WWAN capable

System Base:Palmrest Standard

Memory:16G Onboard Memory

Hard Drive:M.2 256GB PCIe NVMe Class 35 Solid State Drive

Plug Type:South African Red Top Plug Power Cord

Battery:4 Cell Battery with 3yr battery warranty

Wireless:Intel® Wi-Fi 6 AX201 2x2 .11ax 160MHz + Bluetooth 5.1

DVDRW:Optional

Mobile LTE:DW5820e WWAN Card Intel(R) LTE-A for South Africa

NB Keyboard:Internal US/International Qwerty Backlit Keyboard

Operating System:Windows 10 Pro (64 Bit), English

Management Tools:Free Management Tools with Support Assist

Warranty Support:4Yr ProSupport Plus and Next Business Day On-Site Service

Embedded Security:Absolute Resilience 4 years

Lock:Keyed Laptop Lock

Carry Case:Pro Briefcase 14

AIO I5 10TH GEN, 8GB RAM, 500GB SATA, 5 YR PLUS SUPPORT

System Base:Micro Form Factor

Processor:10th Generation Intel® Core™ i5-10500T (6-Core, 12MB Cache, 2.3GHz to 3.8GHz, 35W)

TPM:TPM 2.0 Enabled

Optical Drive:Optional

Memory:8GB 1X8GB DDR4 2666MHz UDIMM Non-ECC

Hard Drive:2.5" 500GB (7,200 Rpm) Serial ATA Hard Drive

Plug Type:Power Cord - South African (Red Top Plug)

LAN:1Gbe LAN

Graphics Card:Intel Integrated Graphics

Operating System:Windows 10 Pro (64Bit) Multi-Language English

Mouse :Optical Mouse

Keyboard:Wired Keyboard Black (US/International)

Warranty Support:5Yr ProSupport Plus and Next Business Day On-Site Service

Management Tools:Free Management Tools with Support Assist

Embedded Security:Absolute Resillience 4 years

Lock:Desktop Peripheral Locking kit

AIO Stand:Micro AIO Stand

Display Monitor :22 Monitor - 58.4cm(23") Black SAF

DESKTOP I7 9TH GEN, 2X 8GB RAM, 2TB SATA, DISCRETE GRAPHICS, 5 YR PLUS SUPPORT

System Base:Tower with 200W up to 92% efficient PSU (80Plus Platinum) no SD card reader

Processor:Intel Core i7-9700, 8 Core, 12MB Cache, 3.0GHz, 4.7 GHz Turbo w/UHD Graphics 630

TPM:TPM 2.0 Enabled

Optical Drive:Optional:

Memory:8GB 2x8GB DDR4 2666MHz UDIMM Non-ECC

Hard Drive:2.5" 2TB (7,200 Rpm) Serial ATA Hard Drive

Plug Type:Power Cord - South African (Red Top Plug)

LAN :1Gbe LAN

WLAN:Intel® Wireless-AC 9560, Dual-band 2x2 802.11ac Wi-Fi with MU-MIMO + Bluetooth 5, w/Internal Antenna

Graphics Card:NVIDIA Quadro P1000, 4GB, 4 mDP to DP adapter

Operating System:Windows 10 Pro (64Bit) Multi-Language English

Mouse :Optical Mouse - Black

Management Tools:Free Management Tools with Support Assist

Keyboard:Wired Keyboard Black (US/International)

Warranty Support:5Yr ProSupport Plus and Next Business Day On-Site Service

Lock:Desktop Peripheral Locking kit

Display Monitor :24

INTERACTIVE LARGE MONITORS 55 INC

Diagonal VIS (Viewable Image Size):1397 mm (54.64 inch)

Viewable Screen Area (Horizontal x Vertical):1209 mm (47.44 in)

:680 mm (26.77 in)

:822120 mm (1269.96 in)

Response Time:Good

Aspect Ratio:16:09

Touch:Up to 20 points Fingers Touch

:Up to 4 points Pens Touch

Touch technology:In Glass™ touch technology

Backlights:LED

Brightness:350 cd/m² (typical)

Viewing Angle (Vertical/Horizontal):178°/178°

Color Support:Color Gamut: 72% (CIE 1931)

:Color Depth: 1.07 billion colors

Pixel Pitch:0.315 mm x 0.315 mm

Contrast Ratio:1000:1 (DCR)

Resolution:3840 x 2160

Speaker included:Integrated speakers (10W x 2)

Bezel Color:Black / Silver Trim

Panel – bits:10 bit

Panel type with screen coating:In-Plane Switching type

Display Manager Compatibility:Yes

Glass:4mm heat tempered glass

Glass Hardness:9H

Cover Glass Coating:AG, AS, 5% haze

Speaker included:Integrated speakers

Connectivity:

HDMI 2.0:Yes

DisplayPort 1.2:Yes

VGA:Yes

Audio Input:Yes

Headphone Output:Yes

RJ 45:Yes

USB 3.0:Yes

USB dedicated charging port:Yes

Monitor Head (No Stand)::Height:784.5 mm

:Width: 1298.6 mm

:Depth: 90.6 mm

Weight (panel only) for VESA mount – no cables:53 kg

Weight with packaging:55 kg

ACCESSORIES/ESSENTIALS

Micro PC:Yes

MOUNTS & STANDS:

Compatible monitors:Yes

Fixed Wall Mount:Optional

Mobile Cart :Optional

Floor Stand:Optional

Clamping kit:Optional

AUDIO & VIDEO

Compatible monitors:Yes

WIRELESS DISPLAY SCREENBEAM

Compatible monitors:Optional

SOFTWARE SOLUTIONS

Collaboration Platform(s):Yes

Whiteboard Software:Yes

Interactive presentation and collaboration software:Yes

Meeting room interface:Yes

Microsoft Teams:Yes

Video Conferencing Software:Yes

EXCHANGE & SUPPORT

3-year Exchange Service, upgradeable to 5 years:Yes

INTERACTIVE LARGE MONITOR - 86 INC

Diagonal VIS (Viewable Image Size):85.6

Viewable Screen Area (Horizontal x Vertical):85

Response Time:Good

Aspect Ratio:0,672916667

Touch:Up to 20 points Fingers Touch

Up to 4 points Pens Touch

Touch technology: In Glass™ touch technology

Backlights: LED

Brightness:350 cd/m² (typical)

Viewing Angle (Vertical/Horizontal):178°/178°

Color Support: Color Gamut: 72% (CIE 1931)

Color Depth: 1.07 billion colors

Pixel Pitch:0.4935 mm x 0.4935 mm

Contrast Ratio:1000:1 (DCR)

Resolution:3840 x 2160 at 60Hz

Speaker included: Integrated speakers (10W x 2)

Bezel Color: Black / Silver Trim

Panel – bits:10 bit

Panel type with screen coating: In-Plane Switching type

Display Manager Compatibility: Yes

Glass:4mm heat tempered glass

Glass Hardness:9H

Cover Glass Coating: AG, AS, 5% haze

Speaker included: Integrated speakers

Connectivity:

HDMI 2.0:Yes

DisplayPort 1.2:Yes

VGA:Yes

Audio Input: Yes

Headphone Output: Yes

RJ 45:Yes

USB 3.0:Yes

USB dedicated charging port: Yes

Monitor Head (No Stand):198.26 cm x 8.28 cm x 115.66 cm

Weight (panel only) for VESA mount – no cables:86.5 kg

Weight with packaging:114.5 kg

ACCESSORIES/ESSENTIALS

Micro PC :Yes

MOUNTS & STANDS:

Compatible monitors: Yes

Fixed Wall Mount: Optional

Mobile Cart :Optional

Floor Stand: Optional

Clamping kit: Optional

AUDIO & VIDEO

Compatible monitors: Yes

SOFTWARE SOLUTIONS

Collaboration Platform(s):Yes

Whiteboard Software: Yes

Interactive presentation and collaboration software: Yes

Meeting room interface: Yes

Microsoft Teams: Yes

Video Conferencing Software: Yes

EXCHANGE & SUPPORT

3-year Exchange Service, upgradeable to 5 years: Yes

SMART DESKTOP UPS

Output

Output power capacity :260 Watts / 420VA

Max Configurable Power (Watts) :260 Watts / 420VA

Nominal Output Voltage :230V

Output Voltage Distortion :Less than 5 % at full load

Output Frequency (sync to mains) :47 - 53 Hz For 50 Hz nominal Sync to mains, 57 - 63 Hz For 60 Hz nominal Sync to mains

Topology :Line interactive

Waveform type :Stepped approximation to a sinewave

Output Connections :(2) IEC Jumpers

:(3) IEC 320 C13

:(1) IEC 320 C13

Transfer Time :6 ms typical : 10 ms maximum

Input

Nominal Input Voltage :230V

Input frequency :50/60 Hz +/- 3 Hz Auto-sensing

Input Connections :IEC 320 C14

Input voltage range for main operations :195 - 265V

Batteries & Runtime

Battery type :Lead-acid battery

Typical recharge time :3hour(s)

Replacement Battery :RBC2

Batteries & Runtime

Expected Battery Life (years) :3 -5

RBC Quantity :1

Battery Charge Power (Watts) :28 Watts

Runtime :View Runtime Graph (Available in Technical Tab on site)

View Runtime Chart (Available in Technical Tab on site)

Communications & Management

Interface Port(s) :DB-9 RS-232

Control panel :LED status display with on line : on battery : replace battery and overload indicators

Audible Alarm :Alarm when on battery : distinctive low battery alarm : overload continuous tone alarm

Surge Protection and Filtering

Surge energy rating :320Joules

Data Line Protection :RJ45 modem/fax/DSL/10-100 base-T protection

Filtering :Full time multi-pole noise filtering : 0.7% IEEE surge let-through : zero clamping response time : meets UL 1449

Physical

Maximum Height :168MM, 16.8CM

Maximum Width :119MM, 11.9CM

Maximum Depth :368MM, 36.8CM

Net Weight :9.09KG

Shipping weight :10.23KG

Shipping Height :318MM, 31.8CM

Shipping Width :262MM, 26.2CM

Shipping Depth :508MM, 50.8CM

Color :Any

Units per Pallet :12.0

Environmental

Operating Temperature :0 - 40 °C

Operating Relative Humidity :0 - 95 %

Operating Elevation :0 - 3048meters

Storage Temperature :-15 - 45 °C

Storage Relative Humidity :0 - 95 %

Storage Elevation :0 - 15240 meters

Audible noise at 1 meter from surface of unit:45.0dBA

Online thermal dissipation :50.0BTU/hr

Conformance

Approvals :CE, EAC, GOST, NOM, VCCI, VDE

Standard warranty :2 years repair or replace

Sustainable Offer Status

RoHS :Compliant

2. LAPTOPS AND DESKTOP ACCESSORIES

PRODUCT CODE AND DESCRIPTION
OPTIONAL ACCESSORIES • Imaging Service: Deployment services (Client Suite Imaging Services, Configuration Services) • Power Bank (notebook & phone)Power Companion (18,000 mAh) • Mobile broadband: USB LTE Dongle • USB Mouse: Optical Mouse • USB Keyboard: Multimedia Keyboard- US International (QWERTY) - Black • Wireless Keyboard & Mice: Wireless Keyboard and Mouse - US Intl • DVDRW:USB DVDRW • Monitor 1:20 Monitor • Monitor 2:21.5" Monitor • Monitor 3:23.5" Monitor • Monitor 4:27 Monitor • Docking Station: Yes • Adapter for extra Display: USB-C Mobile Adapter

- a) A detailed brochure of the intended product should accompany the tender documents. **Failure to submit documentary proof will be considered as submitting a non-responsive bid.**
- b) Only one (1) brand for all desktops and laptops shall be accepted

3. SPECIAL CONDITIONS OF CONTRACT (SCC)

The tender is for the supply and delivery of desktops and laptops for the Gamagara Local Municipality for 36 months period as and when required.

- 3.1 The price should include VAT, supply and delivery and be valid for 90 days
- 3.2 The successful supplier shall provide the following services:
- 3.3 A complete spreadsheet of all equipment delivered with all the relevant data of each machine to keep a proper asset track.
- 3.4 Rates shall include and make provision for all shipping and clearance obligations and costs thereof for the supply, delivery and installation of goods at Corner Hendrik Van Eck and Frikkie Meyer, Kathu.
- 3.5 The warranty shall remain valid for 36 months after the goods have been received in full. The bidder's offered total amount should be inclusive of the warranty cost.
- 3.6 Delivery of goods must take place within 21 days of receiving a purchase order.
- 3.7 Bidders are required to comply with the prescribed pricing schedule in Section H. No pricing schedules other than the pricing schedule as stated in Section 3 will be accepted and these pricing schedules will not be evaluated and seen as not responsive.
- 3.8 All computer equipment must be delivered to the Main Municipal Buildings at Corner Hendrik Van Eck & Frikkie Meyer, Kathu.
- 3.9 The total value of the contract will be used for evaluation purposes.
- 3.10 Only Manufacture factory assembled units will be acceptable
- 3.11 Only Manufacture actively supported models for the life span of the unit.
- 3.12 Bidder must submit proof of partnership/reselling agreement with the manufacturers (Computing, Meeting Spaces and USP Manufacturers).

- 3.13 The supplier shall ensure that all the computers or components related should have a valid operating software (OS) and licences, such that they are legally ready to be used and connected.
- 3.14 All the supplied computer or components related should be such that they can easily connect to the network and other related connectivity equipment.
- 3.15 Successful Bidder will enter into a contract performance agreement, failure of which may nullify the appointment.

4. PHASE 1: MANDATORY BIDDING DOCUMENTS

A. BIDDER MUST SUBMIT PROOF OF PARTNERSHIP/RESELLING AGREEMENT WITH THE MANUFACTURERS FOR THE FOLLOWING:

- Computing and Meeting Spaces Manufacturers
- USP Manufacturers

FAILURE TO SUBMIT THESE DOCUMENTS WILL LEAD TO DISQUALIFICATION

B. CENTRAL SUPPLIER DATABASE REGISTRATION SUMMARY

PLEASE ATTACH THE CSD REGISTRATION SUMMARY NOT OLDER THAN 1 MONTH

C. SARS TAX COMPLIANCE PIN

D. BROAD-BASED BLACK ECONOMIC EMPOWERMENT

PLEASE ATTACH THE COMPANY'S ORIGINAL OR CERTIFIED BBBEE CERTIFICATE

FAILURE TO SUBMIT THE REQUIRED CERTIFICATE **WILL NOT** LEAD TO DISQUALIFICATION,
HOWEVER, PREFERENCE POINTS WILL NOT BE AWARDED

E. MUNICIPAL ACCOUNTS OF THE COMPANY

PLEASE ATTACH THE MUNICIPAL ACCOUNT / LEASE AGREEMENT / PROOF OF RESIDENCE FROM TRIBAL AUTHORITY (whichever is applicable)

- Please note that the proof of residence and letter from tribal authority is only applicable where the municipality in that area does not issue accounts.
- The account must not be older than one month prior to the closing date of this tender, and owing for more than 90 days
- In case of a Joint Venture, both companies MUST submit municipal accounts / lease agreements / proof of residence

Failure to submit the documents listed under this section will lead to disqualification

F. MUNICIPAL ACCOUNT(S) OF COMPANY DIRECTORS

PLEASE ATTACH THE MUNICIPAL ACCOUNT / LEASE AGREEMENT / PROOF OF RESIDENCE FROM TRIBAL AUTHORITY (whichever is applicable)

- Please note that the proof of residence and letter from tribal authority is only applicable where the municipality in that area does not issue accounts.
- The account must not be, older than one month prior to the closing date of this tender and owing for more than 90 days
- In case of a Joint Venture, both companies MUST submit municipal accounts / lease agreements / proof of residence

Failure to submit the documents listed under this section will lead to disqualification

G. AUTHORITY TO SIGN A BID

1. SOLE PROPRIETOR (SINGLE OWNER BUSINESS) AND NATURAL PERSON

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

OR

1.2 I, _____, the undersigned, hereby confirm that I am submitting this tender in my capacity as a natural person.

SIGNATURE:		DATE:	
PRINT NAME:			
WITNESS 1:		WITNESS 2:	

2. COMPANIES AND CLOSE CORPORATIONS

2.1. **If a Bidder is a COMPANY, a certified copy of the resolution by the board of directors**, duly signed, authorising the person who signs this bid to do so, as well as to sign any contract resulting from this bid and any other documents and correspondence in connection with this bid and/or contract on behalf of the company **must be submitted with this bid**, that is, before the closing time and date of the bid

2.2. In the case of a **CLOSE CORPORATION (CC)** submitting a bid, **a resolution by its members**, authorizing a member or other official of the corporation to sign the documents on their behalf, **shall be included with the bid**.

PARTICULARS OF RESOLUTION BY BOARD OF DIRECTORS OF THE COMPANY/MEMBERS OF THE CC

Date Resolution was taken	
Resolution signed by (name and surname)	
Capacity	
Name and surname of delegated Authorised Signatory	
Capacity	
Specimen Signature	

Full name and surname of ALL Director(s) / Member (s)

Full name and surname of ALL Director(s) / Member(s)			
1		6	
2		7	
3		8	
4		9	
5		10	
Is a CERTIFIED COPY of the resolution attached?		YES	NO
SIGNED ON BEHALF OF COMPANY / CC:		DATE:	
PRINT NAME:			
WITNESS 1:		WITNESS 2	

3. PARTNERSHIP

We, undersigned partners in the business trading as:

hereby authorize Mr. / Ms.

to sign this bid as well as any contract resulting from the bid and any other documents and correspondence in connection with this bid and / or any contract for and on behalf of the abovementioned partnership.

The following particulars in respect of every partner must be furnished and signed

Full name and surname of partner (s)			
1		6	
2		7	
3		8	
4		9	
5		10	

Is a CERTIFIED COPY of the resolution attached?		YES	NO

SIGNED ON BEHALF OF PARTNERSHIP		DATE:	
	PRINT NAME:		
WITNESS 1:		WITNESS 2	

4. CONSORTIUM

We, the undersigned consortium partners, hereby authorize

(name of entity) to act as lead consortium partner and further authorize
Mr. / Ms _____ to
sign this offer as well as any contract resulting from this tender and any
other documents and correspondence in connection with this tender and
/ or any contract for and on behalf of the consortium

The following particulars in respect of every partner must be furnished and signed
by every partner:

Full name of partner		Signature	
SIGNED ON BEHALF OF		DATE:	
PARTNERSHIP:			
PRINT NAME:			
WITNESS 1:		WITNESS 2:	

H. MBD 3.1 – PRICING SCHEDULE – FIRM PRICES

(PURCHASES)

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

Name of Bidder.....

Bid Number:

Closing Time:

Closing Date

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

DESKTOP : i7 9TH GEN		YEAR 1		YEAR 2	YEAR 3
PRODUCT CODE AND DESCRIPTION	TICK (Y/N)	QTY	UNIT PRICE	ESC %	ESC %
Desktop : i7 9th Gen, 2x 8GB RAM, 2TB SATA, Discrete Graphics, 5 yr plus Support		1			
AIO i5 10TH GEN		YEAR 1		YEAR 2	YEAR 3
PRODUCT CODE AND DESCRIPTION	TICK (Y/N)	QTY	UNIT PRICE	ESC %	ESC %
AIO i5 10th Gen, 8GB RAM, 500GB SATA, 5 yr Plus Support		1			
DESKTOP : i7 9TH GEN		YEAR 1		YEAR 2	YEAR 3
PRODUCT CODE AND DESCRIPTION	TICK (Y/N)	QTY	UNIT PRICE	ESC %	ESC %
Desktop : i7 9th Gen, 2x 8GB RAM, 2TB SATA, Discrete Graphics, 5 yr plus Support		1			
NOTEBOOK 13" i7 11TH GEN		YEAR 1		YEAR 2	YEAR 3
PRODUCT CODE AND DESCRIPTION	TICK (Y/N)	QTY	UNIT PRICE	ESC %	ESC %
Notebook 13" i7 11th Gen, 16GB RAM, 256GB SSD, 4 yr Plus Support		1			
NOTEBOOK 14" i5 10TH GEN		YEAR 1		YEAR 2	YEAR 3

PRODUCT CODE AND DESCRIPTION	TICK (Y/N)	QTY	UNIT PRICE	ESC %	ESC %
14" i5 10th Gen, 8GB RAM, 500GB,4yr Support Plus		1			
NOTEBOOK 15 " I7 9TH GEN		YEAR 1		YEAR 2	YEAR 3
PRODUCT CODE AND DESCRIPTION	TICK (Y/N)	QTY	UNIT PRICE	ESC %	ESC %
15" i7 9th Gen, 16GB RAM, 512GB SSD, Discrete GPU, 4 yr Plus Support		1			
2IN1 12.5" TABLET I7 11TH GEN		YEAR 1		YEAR 2	YEAR 3
PRODUCT CODE AND DESCRIPTION	TICK (Y/N)	QTY	UNIT PRICE	ESC %	ESC %
2in1 12.5" Tablet i7 11th Gen, 16GB RAM, 256GB SSD, 4 yr Plus Support		1			
ADDITIONAL COMPUTING ACCESSORIES					
		YEAR 1		YEAR 2	YEAR 3
PRODUCT CODE AND DESCRIPTION	TICK (Y/N)	QTY	UNIT PRICE	ESC %	ESC %
Deployment services (Client Suite Imaging Services, Configuration Services)		1			
Power Companion (18,000 mAh)		1			
USB LTE Dongle		1			
Optical Mouse- Black		1			
Multimedia Keyboard - US International (QWERTY) - Black		1			

Wireless Keyboard and Mouse - US Intl		1			
USB DVDRW		1			
20 Monitor		1			
21.5" Monitor		1			
23.5" Monitor		1			
27 Monitor		1			
Docking Station		1			
USB-C Mobile Adapter		1			
INTERACTIVE LARGE MONITORS 55 INC		YEAR 1		YEAR 2	YEAR 3
PRODUCT CODE AND DESCRIPTION	TICK (Y/N)	QTY	UNIT PRICE	ESC %	ESC %
Interactive Large Monitors 55 inc		1			
INTERACTIVE LARGE MONITOR - 86 INC		YEAR 1		YEAR 2	YEAR 3
PRODUCT CODE AND DESCRIPTION	TICK (Y/N)	QTY	UNIT PRICE	ESC %	ESC %
Interactive Large Monitor - 86 inc		1			
SMART DESKTOP UPS		YEAR 1		YEAR 2	YEAR 3
PRODUCT CODE AND DESCRIPTION	TICK (Y/N)	QTY	UNIT PRICE	ESC %	ESC %
Smart Desktop UPS		1			

--	--	--	--	--	--

SUMMARY OF BILL OF QUANTITIES

ITEM	DESCRIPTION	YEAR 1 UNIT PRICE	YEAR 2 ESC %	YEAR 3 ESC %
1	Desktop : i7 9th Gen, 2x 8GB RAM, 2TB SATA, Discrete Graphics, 5 yr plus Support			
2	AIO i5 10th Gen, 8GB RAM, 500GB SATA, 5 yr Plus Support			
3	Desktop : i7 9th Gen, 2x 8GB RAM, 2TB SATA, Discrete Graphics, 5 yr plus Support			
4	Notebook 13" i7 11th Gen, 16GB RAM, 256GB SSD, 4 yr Plus Support			
5	14" i5 10th Gen, 8GB RAM, 500GB, 4yr Support Plus			
6	15" i7 9th Gen, 16GB RAM, 512GB SSD, Discrete GPU, 4 yr Plus Support			
7	2in1 12.5" Tablet i7 11th Gen, 16GB RAM, 256GB SSD, 4 yr Plus Support			
8	Deployment services (Client Suite Imaging Services, Configuration Services)			
9	PowerBank (notebook & phone (			

	Power Companion (18,000 mAh)			
10	USB LTE Dongle			
11	Optical Mouse- Black			
12	Multimedia Keyboard - US International (QWERTY) - Black			
13	Wireless Keyboard and Mouse - US Intl			
14	USB DVDRW			
15	20 Monitor			
16	21.5" Monitor			
17	23.5" Monitor			
18	27 Monitor			
19	Docking Station			
20	USB-C Mobile Adapter			
21	Interactive Large Monitors 55 inc			
22	Interactive Large Monitor - 86 inc			
23	Smart Desktop UPS			
SUB-TOTAL (ITEM 1-23)		R		

I. MBD 4 – DECLARATION OF INTEREST

1. No bid will be accepted from persons in the service of the state¹.
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, 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, hareholder²):.....

3.4 Company Registration Number:

3.5 Tax Reference Number:.....

3.6 VAT Registration Number:

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

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

3.8.1 If yes, furnish particulars.

.....
.....

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

(a) a member of –

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

(b) a member of the board of directors of any municipal entity;

(c) an official of any municipality or municipal entity;

(d) an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);

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

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

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

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

3.9.1 If yes, 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 yes, furnish particulars.

.....

.....

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

3.11.1 If yes, furnish particulars

.....

.....

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

3.12.1 If yes, furnish particulars.

.....

.....

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

3.13.1 If yes, furnish particulars.

.....

.....

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

.....
Signature

.....
Date

.....
Capacity

.....
Name of Bidder

J. MBD 6.1- PREFERENCE POINTS

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.

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 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

- a) The value of this bid is estimated to exceed/not exceed R50 000 000 (all applicable taxes included) and therefore the Preference point system shall be applicable; or
- b) Either the 80/20 or 90/10 preference point system will be applicable to this tender (*delete whichever is not applicable for this tender*).

1.3 Points for this bid shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contributor.

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

	POINTS
PRICE	
B-BBEE STATUS LEVEL OF CONTRIBUTOR	
Total points for Price and B-BBEE must not exceed	100

1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

1.6 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

- (a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) **“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 goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) **“EME”** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) **“functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) **“prices”** includes all applicable taxes less all unconditional discounts;
- (h) **“proof of B-BBEE status level of contributor”** means:
 - 1) B-BBEE Status level certificate issued by an authorized body or person;
 - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
 - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (i) **“QSE”** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

3. POINTS AWARDED FOR PRICE

3.1 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

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

Where

P_s = Points scored for price of bid under consideration
 P_t = Price of bid under consideration
 $P_{\min}$ = Price of lowest acceptable bid

4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

4.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

5. BID DECLARATION

- 5.1 Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:

6. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1

- 6.1 B-BBEE Status Level of Contributor: . =(maximum of 10 or 20 points)
(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

7. SUB-CONTRACTING

- 7.1 Will any portion of the contract be sub-contracted?

(Tick applicable box)

YES		NO	
-----	--	----	--

- 7.1.1 If yes, indicate:

- What percentage of the contract will be subcontracted.....%
- The name of the sub-contractor.....
- The B-BBEE status level of the sub-contractor.....
- Whether the sub-contractor is an EME or QSE

(Tick applicable box)

YES		NO	
-----	--	----	--

- Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations,2017:

Designated Group: An EME or QSE which is at last 51% owned by:	EME √	QSE √
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		

8. DECLARATION WITH REGARD TO COMPANY/FIRM

8.1 Name of company/firm:.....

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
 - ☐ One person business/sole propriety
 - ☐ Close corporation
 - ☐ Company
 - ☐ (Pty) Limited
- [TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

.....

8.6 COMPANY CLASSIFICATION

- ☐ Manufacturer
 - ☐ Supplier
 - ☐ Professional service provider
 - ☐ Other service providers, e.g. transporter, etc.
- [TICK APPLICABLE BOX]

8.7 **MUNICIPAL INFORMATION**

Municipality where business is situated:

.....

Registered Account Number:

Stand Number:.....

8.8 Total number of years the company/firm has been in business:.....

8.9 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies 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 as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has 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) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury 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.

2.

.....

SIGNATURE(S) OF BIDDERS(S)

DATE:

K. MBD 7.1 – CONTRACT FORM – PURCHASE OF GOOD

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 2011;
 - Declaration of interest;
 - Declaration of bidder's past SCM practices;
 - Certificate of Independent Bid Determination;
 - Special Conditions of Contract;
 - (ii) General Conditions of Contract; and
 - (iii) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the goods and/or works specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfilment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES

1

2.

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

1. I..... in my capacity
as.....accept your bid under
reference numberdated.....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 ATON.....

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

WITNESSES

1.

2.

DATE

L. 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	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? (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). 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 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.	Yes ☐	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:		

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 ☐	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 INFORMATION FURNISHED ON THIS
DECLARATION FORM TRUE AND CORRECT.

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

M. 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.

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 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

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

N. MBD 10 – CERTIFICATE FOR PAYMENT OF MUNICIPAL RATES & SERVICES

DECLARATION IN TERMS OF CLAUSE 112(1) OF THE MUNICIPAL FINANCE MANAGEMENT ACT (NO.56 OF 2003)

I, _____, _____
(full names) (ID no.),

Hereby acknowledge that according to SCM Regulation 38(1)(d)(i), the Municipality may reject the tender of the tenderer if any municipal rates and taxes or municipal service charges owed by the Tenderer or any of its directors/members/partners to the Gamagara Municipality, or to any other municipality or municipal entity, are in arrears for more than 3 (three) months.

I declare that I am duly authorised to act on behalf of:

(Name of the firm)

and hereby declare, that to the best of my personal knowledge, neither the firm nor any director/member/partner of said firm is in arrears on any of its municipal accounts with any municipality in the Republic of South Africa, for a period longer than 3 (three) months.

I further hereby certify that the information set out in this schedule and/or attachment(s) hereto is true and correct.

The Tenderer acknowledges that failure to properly and truthfully complete this schedule may result in the tender being disqualified, and/or in the event that the tenderer is successful, the cancellation of the contract.

PHYSICAL BUSINESS ADDRESS(ES) OF THE TENDERER / COMPANY	MUNICIPAL ACCOUNT NUMBER

FURTHER DETAILS OF THE BIDDER'S Director / Shareholder / Partners, etc.:

Director / Shareholder / Partner	Physical address of the Dir	Municipal Account number(s)

NB:

- a) Please attach certified copy (ies) of ID document (s)
- b) Copies of municipal account(s) not owing more than 90 days for the company **and** all its directors must be attached. **If any of the municipal accounts are outstanding for more than days, the bidder will be disqualified from further evaluation.**
- c) Where the bidding company or any of its directors are residing in a tribal authority, then a proof of residence from the tribal authority must be attached.
- d) If the entity or any of its Directors/Shareholders/Partners, etc. rents/leases premises, a copy of the rental/lease agreement must be submitted with this tender
- e) In case of a joint venture, all bidding companies must submit the above-mentioned.

Signature	Position	Date

O. GENERAL CONDITIONS OF CONTRACT (GCC)

DEFINITIONS

The following terms shall be interpreted as indicated:

- 1.1. "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
- 1.2. "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.3. "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
- 1.4. "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
- 1.5. "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally
- 1.6. "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 1.7. "Day" means calendar day.
- 1.8. "Delivery" means delivery in compliance of the conditions of the contract or order.
- 1.9. "Delivery ex stock" means immediate delivery directly from stock 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 supplies are so delivered and a valid receipt is obtained.
- 1.11. "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
- 1.12. "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable.
- 1.13. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.14. "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial

non-competitive levels and to deprive the bidder of the benefits of free and open competition.

- 1.15. "GCC" means the General Conditions of Contract.
- 1.16. "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.17. "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.18. "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.19. "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.20. "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.21. "Project site" where applicable, means the place indicated in bidding documents.
- 1.22. "Purchaser" means the organization purchasing the goods.
- 1.23. "Republic" means the Republic of South Africa.
- 1.24. "SCC" means the Special Conditions of Contract.
- 1.25. "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.26. "Supplier" means the successful bidder who is awarded the contract to maintain and administer the required and specified service(s) to the State.
- 1.27. "Tort" means in breach of contract.
- 1.28. "Turnkey" means a procurement process where one service provider assumes total responsibility for all aspects of the project and delivers the full end product / service required by the contract.
- 1.29. "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.

2. Application

- 2.1. These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.

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

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

3. General

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

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

4. Standards

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

5. Use of contract documents and information; inspection.

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

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

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

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

6. Patent rights

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

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

7. Performance security

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

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

8. Inspections, tests and analyses

- 8.1. All pre-bidding testing will be for the account of the bidder.
- 8.2. If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspections tests and analysis, the bidder or contractor's premises shall be open, at all reasonable hours, for inspection by a representative of the purchaser or an organization acting on behalf of the purchaser.
- 8.3. If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4. If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the goods to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5. Where the goods or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such goods or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6. Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7. Any contract goods may on or after delivery be inspected, tested or 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, and in any subsequent instructions ordered by the purchaser.

10. Delivery

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

11. Insurance

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

12. Transportation

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

13. Incidental

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

- 13.2. Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

14. Spare parts

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

15. Warranty

- 15.1. The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of 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 in SCC.
- 15.3. The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- 15.4. Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 15.5. If the supplier, having been notified, fails to remedy the defect(s) within the period specified, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and

without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. Payment

- 16.1. The method and conditions of payment to be made to the supplier under this contract shall be specified.
- 16.2. The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract.
- 16.3. Payments shall be made by the purchaser **no later than thirty (30)** days after submission of an **invoice, statement** or claim by the supplier.
- 16.4. Payment will be made in Rand unless otherwise stipulated.

17. Prices

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

18. Variation orders

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

- 21.1. Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2. If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3. The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.
- 21.4. Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 22 without the application of penalties.

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

22. Penalties

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

23. Termination for default

- 23.1. The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
- 23.1.1. if the supplier fails to deliver any or all 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;
 - 23.1.2. if the Supplier fails to perform any other obligation(s) under the contract; or
 - 23.1.3. if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 23.2. In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.
- 23.3. Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on

the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.

- 23.4. If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a 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 purchase actively associated.
- 23.6. If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
 - 23.6.1. the name and address of the supplier and / or person restricted by the purchaser;
 - 23.6.2. the date of commencement of the restriction
 - 23.6.3. the period of restriction; and
 - 23.6.4. the reasons for the restriction.

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

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

24. Anti-dumping and countervailing duties and rights

When, after the date of bid, provisional payments are required, or antidumping or countervailing duties are imposed, or the amount

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

25. Force Majeure

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

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

26. Termination for insolvency

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

27. Settlement of Disputes

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

27.2. If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the

purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.

- 27.3. Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4. Notwithstanding any reference to mediation and/or court proceedings herein,
- 27.4.1. the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
- 27.4.2. the purchaser shall pay the supplier any monies due for goods delivered and / or services rendered according to the prescripts of the contract.

28. Limitation of liability

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

29. Governing language

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

30. Applicable law

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

31. Notices

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

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

32. Taxes and duties

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

33. Transfer of contracts

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

34. Amendment of contracts

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

35. Prohibition of restrictive practices.

- 35.1. In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder(s) is / are or a contractor(s) was / were involved in collusive bidding.
- 35.2. If a bidder(s) or contractor(s) based on reasonable grounds or evidence obtained by the purchaser has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of

administrative penalties as contemplated in section 59 of the Competition Act No 89 Of 1998.

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

P. CHECKLIST

PLEASE ENSURE THAT THE FOLLOWING FORMS HAVE BEEN DULY COMPLETED AND SIGNED AND THAT ALL DOCUMENTS AS REQUESTED, ARE ATTACHED TO THE TENDER DOCUMENT:

	YES	NO
Central Supplier Database Registration Summary Report		
SARS Tax Compliance Pin		
BBBEE Certificate		
Authority to Sign a Bid Is the form duly completed and is a certified copy of the resolution attached?		
MBD 3.1 (firm Prices) Is the form duly completed and signed		
MBD 4 (Declaration of Interest) Is the form duly completed and signed?		
MBD 6.1 (Preference Points claim form for purchases/services) Is the form duly completed and signed?		
Is a CERTIFIED copy of the B-BBEE Certificate or the original B-BBEE Certificate or Sworn affidavit attached?		
MBD 7.1 (Contract form – Goods) Is the form duly completed and signed?		
MBD 8 (Declaration of Past Supply Chain Practices) Is the form duly completed and signed?		
MBD 9 (Certificate of independent Bid determination)		
MBD 10 (Certificate of Payment of Municipal Accounts) Is the form duly completed and signed?		
Are there Identity numbers, residential addresses and municipal account numbers of the company and ALL member, Partners, directors, etc. provided on the form as requested?		

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			

5. PHASE 2: EVALUATION CRITERIA

A. PRICE & PREFERENCE

1. Pricing & Preference point system

- a) In terms of regulation **7** of the Preferential Procurement Regulations pertaining to the Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000), responsive bids will be adjudicated by the State on the 90/10-preference point system in terms of which points are awarded to bidders on the basis of:

- **The bid price (maximum 80 points)**
- **B-BBEE status level of contributor (maximum 20 points)**

- b) The following formula will be used to calculate the points for

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

80/20

$$P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

Where

P_s = Points scored for price of bid under consideration

P_t = Price of bid under consideration

$P_{\min}$ = Price of lowest acceptable bid

- c) A maximum of 10 points may be allocated to a bidder for attaining their B-BBEE status level of contributor in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (80/20 system)
1	20
2	18
3	14
4	12

5	8
6	6
7	4
8	2
Non-compliant contributor	0

- a) Bidders are required to complete the preference claim form (MBD 6.1), and submit their original and valid B-BBEE status level verification certificate or a certified copy thereof or a sworn affidavit at the closing date and time of the bid in order to claim the B-BBEE status level points.
- b) The points scored by a bidder in respect of the level of B-BBEE contribution will be added to the points scored for price.
- c) Only bidders who have completed and signed the declaration part of the preference claim form and who have submitted a B-BBEE status level certificate from an accredited verification agency or a sworn affidavit will be considered for preference points.
- d) Failure on the part of the bidder to comply with paragraphs 5.3.1 (c) above will be deemed that preference points for B-BBEE status level of contribution are not claimed and will therefore be allocated a zero (0).
- e) The State may, before a bid is adjudicated, require a bidder to substantiate claims it has made with regard to preference.
- f) The points scored will be rounded off to the nearest 2 decimals. In the event that two or more bids have scored equal total points, the Contract will be awarded to the bidder scoring the highest number of preference points for B-BBEE.
- g) Should two or more bids be equal in all respects; the award shall be decided by the drawing of lots.
- h) A Contract may, on reasonable and justifiable grounds, be awarded to a bid that did not score the highest number of points.

