

# KAROO HOOGLAND LOCAL MUNICIPALITY



**BID: KHM T002/04/2024**

**RE-ADVERT: SUPPLY, DELIVER, INSTALLATION, MAINTENANCE AND SERVICE OF NEW PRINTERS FOR A PERIOD OF THREE (3) YEARS 2024/2025 – 2026/27 ON A LEASE AGREEMENT STARTING 1 JULY 2024 TO 30 JUNE 2027**

**Closing Date: 24 May 2024**

<b>Company</b>	
<b>Contact Person</b>	
<b>Telephone Number</b>	
<b>Facsimile</b>	
<b>B-BBEE LEVEL:</b>	
<b>Tender amount (VAT inclusive)</b>	
<b>Delivery Date</b>	



**KAROO HOOGLAND LOCAL MUNICIPALITY**

**INVITATION TO BID**

**BID KHM T002/04/2024: RE-ADVERT: SUPPLY, DELIVER, INSTALLATION, MAINTENANCE AND SERVICE OF NEW PRINTERS FOR A PERIOD OF THREE (3) YEARS 2024/2025 – 2026/27 ON A LEASE AGREEMENT STARTING 1 JULY 2024 TO 30 JUNE 2027**

Karoo Hoogland Local Municipality hereby invites qualified service providers that has performed applicable work in the Northern Cape to submit tenders for the above-mentioned project.

This bid will be evaluated in terms of the 80/20 preference point system as prescribed in the Preferential Procurement Regulations, 2022 pertaining to the PPPF Act (No 5 of 2000) and the Supply Chain Management Policy of Karoo Hoogland Local Municipality. Karoo Hoogland Local Municipality is not bound to accept the lowest bid or award a contract to the bidder scoring the highest points. The Municipality reserves the right to partial acceptance of one or more bids, to withdraw any invitation to tender and/or to re-advertise or to reject any tender.

The closing date for submissions is **24 May 2024 at 12h00**. Bids will be opened in public (Williston Municipal Offices Boardroom, Herbst street, Williston) 15 minutes after the stated closing time.

Tenders should be clearly marked: **BID KHM T002/04/2024: RE-ADVERT: SUPPLY, DELIVER, INSTALLATION, MAINTENANCE AND SERVICING OF NEW PRINTERS FOR A PERIOD OF THREE (3) YEARS 2024/2025 – 2026/27 ON A LEASE AGREEMENT STARTING 1 JULY 2024 TO 30 JUNE 2027** and must be deposited in the Tender Box of the Karoo Hoogland Local Municipality at the Cash Hall area, Williston Municipal Building, 2 Mulder str, Williston.

Bid documents are obtainable at Karoo Hoogland Municipal offices during office hours from 07 May 2024 for a non-refundable fee of R551.25 (Inclusive) or on the e-tender Website. Payments should be made beforehand and the proof of payment must be emailed to [d.vermeulen@karoohoogland.gov.za](mailto:d.vermeulen@karoohoogland.gov.za) with your request for the tender document. The proof of payment must also accompany the submission of the tender documents. Enquiries on technicalities and Supply Chain matters may be directed to Me Diana Vermeulen at [d.vermeulen@karoohoogland.gov.za](mailto:d.vermeulen@karoohoogland.gov.za) during office hours. Bank details are as follow: Karoo Hoogland Municipality, Standard Bank, Account Number 083 212 442, Branch Number 051008, Reference: Tenderer Company Name.

**Please note that faxed, e-mailed or late quotations will not be accepted.**

If no response is received in ninety (90) days after the closing date, consider your proposal unsuccessful.

**Important note: a valid original tax clearance certificate or tax compliance status verification pin and certified copies of directors and owners identities must be submitted with the documentation. All tenderers that take part in the tender must be registered on the Central Suppliers Database (CSD). Most recent CSD registration reports must be submitted. A current certified BBBEE status level certificate must be submitted in order to claim preference points. Should there be any non-disclosure of conflict of interest; the contract will be deemed null and void.**

**MNR J JONKERS  
MUNICIPAL MANAGER  
KAROO HOOGLAND MUNICIPALITY  
WILLISTON  
8920**

<b>DATE ADVERTISED:</b>	<b>06 MAY 2024</b>
<b>ADVERTISED IN:</b>	<b>MUNICIPAL WEBSITE, NOTICE BOARDS, E-TENDER AND FACEBOOK</b>
<b>DEPARTMENT:</b>	<b>FINANCE</b>
<b>CLOSING DATE:</b>	<b>24 MAY 2024</b>
<b>BID NR:</b>	<b>KHM T002/04/2024</b>



**KAROO HOOGLAND LOCAL MUNICIPALITY  
SUPPLY CHAIN MANAGEMENT**

**BID NO: KHM T002/04/2024**

**SUPPLY, DELIVER, INSTALLATION, MAINTENANCE AND SERVICING OF NEW PRINTERS  
FOR A PERIOD OF THREE (3) YEARS 2024/2025 – 2026/27 ON A LEASE AGREEMENT  
STARTING 1 JULY 2024 TO 30 JUNE 2027**

**BACKGROUND**

Karoo Hoogland Local Municipality hereby invites suitable professional services providers to tender for the **RE-ADVERT: SUPPLY, DELIVER, INSTALLATION, MAINTENANCE AND SERVICING OF NEW PRINTERS FOR A PERIOD OF THREE (3) YEARS 2024/2025 – 2026/27 ON A LEASE AGREEMENT** as detailed in the tender document.

Bid documents containing specifications will be available on the e-tender portal: <http://www.etenders.gov.za/content/advertised-tenders> or available from Karoo Hoogland Local Municipality at a non-refundable fee of R551.25 (Inclusive) per document.

Supply chain enquiries relating to this tender should be addressed to: Me Diana Vermeulen e-mail: [d.vermeulen@karoohoogland.gov.za](mailto:d.vermeulen@karoohoogland.gov.za)

**TERMS OF REFERENCE FOR LEASING OF COPIER MACHINES  
FOR A PERIOD OF 36 MONTHS**

**1. Introduction**

Karoo Hoogland Municipality requires a proposal from experienced service providers for the leasing of copier machines for a period of 36 months. Starting 1 July 2024 to 30 June 2027.

**2. Quality control and quality Assurance**

The prospective service provider must show his/ her capabilities for offering to render for the service. The project team must be clearly indicated designation for each member of the team. The Copier Machine must be for corporate and not for home use.

**3. Health and Safety Requirements**

The successful bidder must take into account all aspects of the occupational Health and Safety Act which has been enacted to provide for Health and Safety of person in connection with the use of tools, equipment, plant and machinery, the protection of persons against hazard to health and safety arising out or in connection with the activities of persons at work, to establish an advisory council for occupational health and safety and to provide for matters connected therewith. However, the contractor, shall still be accountable for the compliance and adherence to the OHS Act.

**4. Estimated project cost**

A clear itemized bill of quantity for the works is part of the document and service providers are requested to provide rates to the bill outlined

**5. Business operating plan**

A detailed operating plan outlining – (procedure to request toners; waiting period for the toners; respond time after a call was logged; details of the contact person)

# KAROO HOOGLAND LOCAL MUNICIPALITY TENDER CONDITIONS AND INFORMATION

## 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.

## 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 part of it. The municipality does not bind itself to accepting the lowest tender or the tender scoring the highest points. The municipality reserves the right to waive any requirements as contained in the bid conditions and or specifications.

## 3. Validity Period

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

## 4. VAT

Price(s) quoted must be firm and must be inclusive of VAT.

## 5. Registration on central supplier database

It is expected of all prospective service providers who are not yet registered on the central 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.

## 6. Completion of Tender Documents

- a) The original tender document must be completed fully in black ink and signed by the authorised signatory to validate the tender. 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.

## 7. Compulsory Documentation

### 7.1 Tax Clearance Certificate

- a) A copy of a Tax Compliance Status Pin and a Tax Compliance Certificate, printed from the South African Revenue Service (SARS) website, must accompany the bid documents. The onus is on the bidder to ensure that their tax matters with SARS are in order.
- b) In the case of a Consortium/Joint Venture every member must submit a separate Tax Compliance Status Pin and a Tax Compliance Certificate, printed from the SARS website, with the bid documents.
- c) If a bid is not supported by a Tax Compliance Status Pin and a Tax Compliance Certificate as an attachment to the bid documents, the Municipality reserves the right to obtain such documents after the closing date to verify that the bidder's tax matters are in order. If no such document can be obtained within a period as specified by the Municipality, the bid will be disqualified.
- d) The Tax Compliance Status Pin will be verified by the Municipality on the SARS website.

### 7.2 Municipal Rates, Taxes and Charges

- a) A copy of the bidder's (in the name of the company and/or lease agreement) and / or those of its directors' municipal accounts (for the Municipality where the bidder pays his account) for the month

preceding the tender closure date must accompany the tender documents. If such a copy does not accompany the bid document of the successful bidder, the Municipality reserves the right to obtain such documents after the closing date to verify that their municipal accounts are in order.

- b) Any bidder which is or whose directors are in arrears with their municipal rates and taxes or municipal charges due to any Municipality or any of its entities for more than three months and have not made an arrangement for settlement of same before the bid closure date will be unsuccessful.
- c) If a bidder rents their premises, proof must be submitted that the rental includes their municipal rates and taxes or municipal charges and that their rent is not in arrears.
- d) In the event of residing at the rural area where services are not rendered a letter from the tribal authority with affidavit must be submitted.

### **7.3 Authorised Signatory**

- a) A copy of the recorded Resolution taken by the Board of Directors, members, partners or trustees authorising the representative to submit this bid on the bidder's behalf must be attached to the Bid Document on submission of same.
- b) A bid shall be eligible for consideration only if it bears the signature of the bidder or of some person duly and lawfully authorised to sign it for and on behalf of the bidder.

### **8. Statutory supporting documents**

- a) Certified copies of Identity Documents of members / shareholders / directors of the company (original stamp not older than 3 months).
- b) Valid CIPC documents / copies of company registration documents.
- c) Declaration of interest forms duly completed (MBD documents).
- d) General conditions of contract must be properly signed.
- e) Local content documents to be complete (when applicable)

### **9. Conditions**

Comply with conditions as specified in the Bid documents and / or specification documents.

### **10. Quotation**

- a) Specifications must be disclosed on the quotation.
- b) Quotation must be original and must be on the company's letterhead.

### **11. Site / Information Meetings - NONE**

- a) Site or information meetings, if specified, are compulsory. Bids will not be accepted from bidders who have not attended compulsory site or information meetings. Bidders that arrive 15 minutes or more after the advertised time the meeting starts will not be allowed to attend the meeting or to sign the attendance register. If a bidder is delayed, he must inform the contact person before the meeting commence and will only be allowed to attend the meeting if the chairperson of the meeting as well as all the other bidders attending the meeting, give permission to do so.
- b) All partners or the leading partner of a Joint Venture must attend the compulsory site or information meeting.

### **12. Samples**

Samples, if requested, are to be provided to the Municipality with the tender document or as stipulated.

### **13. Quantities of Specific Items**

If tenders are called for a specific number of items, the Municipality reserves the right to change the number of such items to be higher or lower. The successful bidder will then be given an opportunity to evaluate the new scenario and inform the Municipality if it is acceptable. If the successful bidder does not accept the new scenario, it will be offered to the second-placed bidder. The process will be continued to the Municipality's satisfaction.

### **14. Submission of Tender**

- a) The tender must be placed in a sealed envelope, clearly marked with the **tender number, title** as well as closing date and time and placed in the tender box at **Cash Office, 2 Mulder str, Williston.**

- b) Faxed, e-mailed and late tenders will not be accepted. Tenders may be delivered by hand, by courier, or posted at the bidder's risk and must be received by the deadline stated on the advert, irrespective of how they are sent or delivered.

**15. Expenses Incurred in Preparation of Tender**

The Municipality shall not be liable for any expenses incurred in the preparation and submission of the tender.

**16. Contact with Municipality after Tender Closure Date**

Bidders shall not contact Karoo Hoogland Local Municipality on any matter relating to their bid from the time of the opening of the bid to the time the contract is awarded. If a bidder wishes to bring additional information to the attention of Karoo Hoogland Local Municipality, it should do so in writing. Any effort by the firm to influence Karoo Hoogland Local Municipality in the bid evaluation, bid comparison or contract award decisions may result in the rejection of the bid.

**17. Opening, Recording and Publications of Tenders Received**

- a) Tenders will be opened on the closing date immediately after the closing time specified in the tender documents. If requested by any bidder present, the names of the bidders, and if practical, the total amount of each bid and of any alternative bids will be read out aloud.
- b) Details of tenders received in time will be recorded in a register which is open to public inspection.
- c) Faxed, e-mailed and late tenders will not be accepted.

**18. Evaluation of Tenders**

Tenders will be evaluated in terms of their responsiveness to the tender specifications and requirements as well as such additional criteria as set out in this set of tender documents.

**19. Procurement Policy**

Bids will be evaluation in terms of the 80 (price) /20 (Specific Goals) preferential point system. Bids will be awarded in accordance with the Preferential Procurement Regulations, 2022 pertaining to the Preferential Procurement Policy Framework Act, No 5 of 2000 and its amendments as well as the Municipality's Supply Chain Management Policy.

**20. Contract**

The Municipality, at its discretion, may request the signing of an additional Service Level Agreement which, together with the signed tender document, will constitute the full agreement between the Municipality and the successful bidder.

**21. Subcontracting**

- a) The service provider shall not subcontract the whole of the Contract.
- b) Except where otherwise provided by the service provider, the service provider shall not subcontract any part of the Contract without the prior written consent of the Municipality, which consent shall not be unreasonably withheld.
- c) The contractual relationship between the service provider and any subcontractors selected by the service provider in consultation with the Municipality in accordance with the requirements of and a procedure contained within the Scope of Work, shall be the same as if the service provider had appointed the subcontractor in terms of paragraph (b) above.
- d) Any consent granted in accordance with paragraph (b) or appointment of a subcontractor in accordance with paragraph (c) shall not imply a contract between the Municipality and the subcontractor, or a responsibility or liability on the part of the Municipality to the subcontractor and shall not relieve the service provider from any liability or obligation under the Contract and he shall be liable for the acts, defaults and neglects of any subcontractor, his agents or employees as fully as if they were the acts, defaults or neglects of the service provider, his agents or employees.

**22. Language of Service Provider**

The contract documents will be compiled in English and the English versions of all referred documents will be taken as applicable.

**23. Extension of Contract**

The contract with the successful bidder may be extended on the basis of performance with a period not exceeding 15% of the original contract.

#### 24. Wrong Information Furnished

Where a contract has been awarded on the strength of the information furnished by the bidder which, after the conclusion of the relevant agreement, is proved to have been incorrect, the Municipality may, in addition to any other legal remedy it may have, recover from the contractor all costs, losses or damages incurred or sustained by the Municipality as a result of the award of the contract.

#### 25. Past Practices

- a) The bid of any bidder may be rejected if that bidder or any of its directors have abused the municipality's supply chain management system or committed any improper conduct in relation to such system.
- b) The bid of any bidder may be rejected if it is or has been found that that bidder or any of its directors influenced or tried to influence any official or councillor with this or any past tender.
- c) The bid of any bidder may be rejected if it is or has been found that that bidder or any of its directors offered, promised or granted any official or any of his/her close family members, partners or associates any reward, gift, favour, hospitality or any other benefit in any improper way, with this or any past tender.

#### 26. Validity of BEE certificates:

- a) **If the certificate was issued by a verification agency the following must be on the face of the certificate:**  
SANAS logo, unique BVA number, must be an original certificate or certified copy of the original, the name and physical location of the bidder, the registration number and, where applicable, the VAT number of the bidder, the date of issue and date of expiry of the certificate, the certificate number for identification and reference, the scorecard that was used (for example EME, QSE or Generic), the name and / or logo of the Verification Agency, the certificate must be signed by the authorized person from the Verification Agency and the B-BBEE Status Level of Contribution obtained by the bidder.
- b) **If certificate was issued by an Auditor/ Accounting Officers:**  
The Accounting Officer's or Registered Auditor's letter head with full contact details, the Accounting Officer's or Registered Auditor's practice numbers, the name and the physical location of the bidder, the registration number and, where applicable, the VAT number of the bidder, the date of issue and date of expiry, the BBEE Status Level of Contribution obtained by the measured entity, the total black shareholding and total black female shareholding, the B-BBEE Status Level of Contribution obtained by the bidder and must be an original certificate or certified copy of the original.
- c) **If the certificate was issued by registered auditors approved by IRBA**  
Clearly identify the B-BBEE approved registered auditor by the auditor's individual registration number with IRBA and the auditor's logo, clearly record an approved B-BBEE Verification Certificate identification reference in the format required by the SASAE, reflect relevant information regarding the identity and location of the measured entity, identify the Codes of Good Practice or relevant Sector Codes applied in the determination of the scores, record the weighting points (scores) attained by the measured entity for each scorecard element, where applicable, and the measured entity's overall B-BBEE Status Level of Contribution, reflect that the B-BBEE Verification Certificate and accompanying assurance report issued to the measured entity is valid for 12 months from the date of issuance and reflect both the issuance and expiry date, and the B-BBEE Status Level of Contribution obtained by the bidder and must be an original certificate or certified copy of the original.

**FAILURE TO COMPLY WITH THE ABOVEMENTIONED WILL RESULT IN NO PREFERENCE POINTS BEING AWARDED**

#### 27. Letter of Good Standing from the Commissioner of Compensation

- a) A valid Letter of Good Standing from the Compensation Commissioner or a copy thereof, must accompany the bid documents unless the bidder is registered on the Central Supplier Database and they have a valid Letter of Good Standing from the Compensation Commissioner or a copy thereof for the bidder on record. The onus is on the bidder to ensure that the Municipality has a valid Letter of Good Standing from the Compensation Commissioner or a copy thereof on record.
- b) In the case of a Consortium/Joint Venture every member must submit a separate valid Letter of Good Standing from the Compensation Commissioner or a copy thereof with the bid documents unless the member is registered on the Central Supplier Database and they have a valid Letter of Good Standing from the Compensation Commissioner or a copy thereof on record for all members of the Consortium/Joint Venture.



- c) If a bid is not supported by a valid Letter of Good Standing from the Compensation Commissioner or a copy thereof, either as an attachment to the bid documents or on record in the case of suppliers registered on the Central Supplier Database, the Municipality reserves the right to obtain such document after the closing date. If no such document can be obtained within a period as specified by the Municipality, the bid will be disqualified.
- d) If a bid is accompanied by proof of application for valid Letter of Good Standing from the Compensation Commissioner, the original or copy thereof must be submitted on/or before the final date of award.
- e) Should a bidder's Letter of Good Standing from the Compensation Commissioner expire during the contract period, a valid certificate must be submitted within an agreed upon time.
- f) The right is reserved to not award a tender if a valid Letter of Good Standing from the Compensation Commissioner or a certified copy thereof is not submitted within the requested time.

## **28. Negotiations**

Should the tender prices be higher than the available funds of the client, the client reserves the right to negotiate with the successful bidder to limit the work in accordance with the tender specifications in order not to exceed the available budget.

## **29. Enquiries**

Enquiries in connection with this tender, prior to the tender closure date, may be addressed to Me. D Vermeulen at [d.vermeulen@karoohoogland.gov.za](mailto:d.vermeulen@karoohoogland.gov.za) during office hours.

## 1. Duration of Contract

This contract will be for a period of three (3) years from the signing/acceptance of the appointment letter.

A letter confirming registration as an authorised agent/reseller of the product supplied.

## 2. Lease Agreement

The following must be included in the lease agreement monthly pricing:

- All consumables (toners, etc), parts and spares to be available at all times and be replaced at no additional cost to the Municipality
- The service provider should supply the municipality with brand new machines to lease
- Delivery, set-up and user training
- Service, support, maintenance and part shall be provided 24x7x365 days at no additional cost to the Municipality
- Call-out fees
- Provide a loan device of similar specifications and functionality to the Municipality in the event that a breakdown incident cannot be repaired immediately and lasts longer than 24 hours at no additional cost.
- Scan-to-email / Faxing
- Software Maintenance
- A service level agreement for the monthly rental will be entered into with the successful bidder.  
After the end of the 36 months lease agreement the asset remains the property of Karoo Hoogland Municipality

## 3. Service Level Agreement

- 3.1 A service level agreement will be entered into with the successful bidder.
- 3.2 Negotiations in respect of the service level agreement must be finalised within fourteen (14) calendar days of receipt of the letter of acceptance by the successful bidder.
- 3.3 Service level agreement entered into with the successful bidder will capture the time frames or performance applying to this contract.
- 3.4 Should no consensus be reached within fourteen (14) calendar days of finalizing the Service Level Agreement (SLA), the Municipality will be entitled to:
  - i) Cancel its acceptance of the bid, or
  - ii) Extend the negotiation period without prejudice to any of its other rights in terms of this contract or common law.

## 4. Penalties

Penalties will be enforced should machines not be fixed or a loan machine provided within twenty-four hours

## 5. BID Validity

This bid shall not be withdrawn during a period of ninety (90) day from the date on which it is to be lodged and it may be accepted at any time during that period.

## 6. BID Compliance

The Bid must comply with the following:

- VAT must be indicated separately.
- This bid or part thereof may not be ceded.

## **7. Meetings**

Progress meetings will be held by all parties. Will be further covered in the SLA.

## **8. Returnable Documents**

The issued documents must be returned in the form and order in which they were issued to assist the Municipality to expedite adjudication of the bids. KAROO HOOGLAND Municipality reserves the right to disqualify a bid in the event that the bidder does not fully comply with this provision.

## **9. Mandatory Objection Period**

All administrative actions and decisions taken by KAROO HOOGLAND Municipality through its officials may become subject to an appeals process. As such, in terms of Section 62 of the Municipal Systems Act 32 of 2000, a period of Fourteen (14) days will be set aside to allow for the submission of appeals against the award/process of making the award to a particular bidder by any interested party. Except in scenarios where the decision of a duly appeal panel sets aside the appointment of the successful bidder as service provider of this contract, the appointment will then be confirmed by the KAROO HOOGLAND Municipality in writing.

## **10. Other matters**

- Bidders must certify that he/she have no outstanding debts due to the Municipality where the bidder originates from and any other Municipality or any service provider.

## **11. Training**

Free On-site training must be provided to the Municipal Information Technology staff on the use, set-up and administration of the copiers and centralized management software.

Free On-site training must be provided once the copiers have been set-up to individual staff members who will be utilising the copiers per department.

## **12. Pricing**

The lease price must be valid for a period of three (3) years and will be fixed per the table under the pricing schedule

## SCOPE OF WORK / SPECIFICATION

*The Municipality may deviate from the specification below*

### WILLISTON LIBRARY AND ADMINISTRATION OFFICE

These photocopiers are standalone machines that will also be shared by various officials who work in close proximity to one another. They are basic machines that will handle the normal day to day photocopying of documents which may vary from 100 copies a day to 5000 -7000 copies per month. An indication of what is to be an adequate speed is a minimum of 25 pages per minute print speed.

#### GENERAL INFORMATION

**Technology:** Colour Laser

**Operation panel:** full-colour touch panel display

**Engine speed:** Up to 25/12 pages A4/A3 per minute, Duplex print/copy speed: 24 pages A4 per minute

**Resolution:** 4800dpi equivalent x 1200dpi (print) 600 × 600 dpi (scan/copy)

**Maximum Monthly Volume:** 30,000 images per month.

**Maximum Life:** 1 800,000 images or 5 years.

**CPU:** ARM A53 (Quad Core) 1.6GHz

**Memory:** Standard 4GB, Optional 320GB or 1TB

**Standard interfaces:** USB 3.0 (Super-Speed USB), 1 x USB Host Interface, Gigabit Ethernet (10BaseT/100BaseTX/1000BaseT, IPv6, IPv4, IPSec, 802.3az support), optional Wi-Fi (IEEE 802.11a/b/g/n/ ac), Slot for optional SD Card

**Integrated accounting:** 100 department codes.

#### PAPER HANDLING

**Input capacity:** Multi-purpose tray: 150 sheets, 52–300 g/m<sup>2</sup>, (Banner 136-163g/m<sup>2</sup>), A6R - SRA3 (320 x 450 mm), Banner max. 304.8 x 1,220 mm, **Standard universal paper cassette: 2 x 500 sheet** 52 - 300g/m<sup>2</sup>, Upper cassette: A6R up to A4R, lower cassette A6R up to SRA3, Max. input capacity with options: 7,150 sheets A4

**Duplex:** Standard supports 60–256 g/m<sup>2</sup>, SRA3 to A6R

**Document Processor:** Reverse Auto Document Processor as standard, **140 sheets**, 50–120 g/m<sup>2</sup>, A4, A5, A6, B5, Letter, Legal, Custom (105 x 148 to 216 x 356 mm).

**Output capacity:** Standard 500 sheets face down, max. 5,000 sheets.

#### PRINT FUNCTIONS

**Controller language:** PRESCRIBE.

**Emulations:** PCL6 (PCL5c/PCL-XL), KPDL3 (PostScript 3 compatible), PDF Direct Print, XPS Direct Print and OpenXPS Operating systems: All current Windows operating systems, MAC OS X Version 10.9 or higher, Unix, Linux, as well as other operating systems on request.

**Fonts/barcodes:** 93 outline fonts (PCL), 136 fonts (KPDL 3), 4 fonts (Calibri), 4 fonts

(Cambria), 1 Bitmap font, 45 types of one-dimensional barcodes, 1 type of two-dimensional barcode (PDF417)

**Print features:** Encrypted PDF 2.0 Direct Print, IPP printing, e-mail printing, WSD print, secure printing via SSL, IPsec, SNMPv3, quick copy, proof and hold, private print, job storage and job management functionality, Super Resolution

## **COPY FUNCTIONS**

**Max. original size:** A3/Ledger

**Continuous copying:** 1 – 9,999

**Zoom range:** 25 – 400 % in 1 % steps.

**Preset magnification ratios:** 5 Reductions/5 Enlargements

**Exposure mode:** Manual: 17 steps

**Image adjustments:** Text + Photo, Photo, Text, Diagram/Map

**Features:** Scan-once-copy-many, electronic sort, 2in1, 4in1, image repeat, page numbering, cover mode, booklet copy, interrupt copy, form overlay, margin shift, auto cassette change, skip blank page, ID copy, Handwriting erase and highlight

## **SCAN FUNCTIONS**

**Functionality:** Scan-to-email, Scan-to-FTP, Scan-to-SMB 3.0, Scan-to-USB Host, Scan-to-box, Network TWAIN, WSD scan (WIA Driver Network)

**Scan speed:** 200 ipm (300 dpi, A4, duplex, with DP-7160/7170)

**Scan resolution:** 600, 400, 300, 200 dpi, 256 greyscales per colour

**Max. scan size:** A3, Ledger

**Original recognition:** Text, photo, text + photo, Light Text / Fine Line, optimized for OCR

**File types:** TIFF, PDF, PDF/A, JPEG, Open XPS, Encrypted PDF, High compression PDF, PDF/A-1a/b, PDF/A-2a/b/u, Searchable PDF (option), MS Office file (option)

## ARCHIVES WILLISTON

This photocopier are desktop machines and will handle the normal day to day photocopying of documents which may vary form a single copy a day to 1000 -1200 copies per month. The minimum printing capacity is 40 pages per minute print speed (Black & White).

### GENERAL INFORMATION

**Technology:** Mono Laser

**Control panel display:** 5-line LCD display

**Engine speed:** Up to 40 pages A4 per minute

**Resolution:** 300 dpi, 600 dpi, 1,200 dpi

**Maximum monthly cycle:** 3 500 pages per month

**Maximum Life:** 200,000 images or 5 years

**CPU:** 800 MHz

**Memory:** Standard 512 MB, max. 1,536 MB

**Standard interface:** USB 2.0 (Hi-Speed), USB Host Interface, Gigabit Ethernet (10BaseT/100BaseTX/1000BaseT), Slot for optional SD/SDHC-Card

**Integrated accounting:** 100 department codes.

### PAPER HANDLING

**Input capacity:** 100-sheet multi-purpose tray; 60 – 220 g/m<sup>2</sup>. A4, A5, A6, B5, B6, Letter, Legal, Custom (70 x 148 mm – 216 x 356 mm) 250-sheet universal cassette; 60 – 163 g/m<sup>2</sup>; A4, A5, A6, B5, Letter, Legal, Custom (105 x 148 – 216 x 356 mm). Max. input capacity with options: 850 sheets

**Duplex functionality as standard:** Double-sided printing: 60 – 163 g/m<sup>2</sup>; A4, A5, B5, Letter, Legal

**Dual scan document processor:** 50-sheet, 50 –1 60 g/m<sup>2</sup>, A4, A5, A6, B5, B6, Letter, Legal, Custom (100 x 148 to 216 x 356 mm)

**Output capacity:** Max. 150 sheet face down with paper full Detection

### PRINT FUNCTIONS

**Controller language:** PRESCRIBE IIc

**Emulations:** PCL 6 (PCL 5e/PCL-XL), PostScript 3 (KPD L 3), PDF Direct Print, XPS/OpenXPS

**Operating systems:** All current Windows operating systems, MAC OS X Version 10.5 or higher, Unix, Linux as well as other operating systems on request

**Fonts/barcodes:** 93 scalable fonts for PCL6/KPDL3, 8 fonts for Windows Vista, 1 bitmap font, 45 barcodes (e.g. EAN8, EAN13) with automatic generation of checksums as well as support of two-dimensional barcodes PDF-417 under PRESCRIBE (PCL and other barcodes available as an option)

### COPY FUNCTIONS

**Max. original size:** A4(Platen)/Legal (DP)

**Continuous copying:** 1 – 9 99\*\*\*

**Zoom range:** 25 – 400% in 1% steps!

**Preset magnification ratios:** 7 Reductions/5 Enlargements

**Exposure mode:** Manual: 9 steps

**Image adjustments:** Text + Photo, Photo, Text, Map

**Features:** Scan-once-copy-many, electronic sort, 2in1, 4in1, ID-card copy, priority print, program, continuous scan, auto cassette change, copy density control.

## **SCAN FUNCTIONS**

**Functionality:** Scan-to-e-mail (SMTP), Scan-to-FTP (FTP over SSL), Scan-to-SMBv3, Scan to USB Host, TWAIN scan (USB, network), WSD (WIA) scan (USB, network)

**Scan speed:** 40 ipm (300 dpi, A4, b/w, simplex), 23 ipm (300 dpi, A4, colour, simplex), 32 ipm (300 dpi, A4, b/w, duplex), 16 ipm (300 dpi, A4, colour, duplex)

**Scan resolution:** 300dpi x 300dpi, 200dpi x 200dpi (Default), 200dpi x 100dpi, 600dpi x 600dpi, 400dpi x 400dpi, 200dpi x 400dpi

**Max. scan size:** A4(Platen), Legal (DP)

**Original recognition:** Text + Photo, Photo, Text, Light Text/ Fine Line, Text (for OCR)

**Scan file formats:** TIFF, PDF, PDF/A-1, high compression PDF, encrypted PDF, JPEG, XPS

**Compression method:** MMR/JPEG

**Features:** Integrated address book, LDAP, encrypted data transfer, Blank sheet skip

## **HR OFFICE WILLISTON, ADMINISTRATION OFFICE FRASERBURG AND SCM OFFICE WILLISTON**

These photocopiers are desktop machines and will handle the normal day to day photocopying of documents which may vary from a single copy a day to 5000 -7000 copies per month. The minimum printing capacity is 45 pages per minute print speed (Black & White).

### **GENERAL INFORMATION**

**Technology:** Mono Laser

**Operation panel:** LCD display

**Engine speed:** Up to 45 pages A4 per minute. Duplex print speed: 22.5 page per minute, A4  
Duplex copy speed: 22.5 page per minute, A4

**Resolution:** 1200 x 1200 dpi (print); 600 x 600 dpi (scan/copy)

**Maximum Monthly Volume:** 15,000 images per month.

**Maximum Life:** 900,000 images or 5 years.

**Scan Volume:** Max. 1,800 pages per month.

**CPU:** ARM Cortex-A53 Dual core 1.4GHz.

**Memory:** Standard 1.5GB; Max. 3.5GB (optional).

**Standard interfaces:** USB 2.0 (Hi-Speed), 1 x USB Host Interface, Gigabit Ethernet (10BaseT/100BaseTX/ 1000BaseT), optional Wireless LAN (IEEE 802.11b/g/n), Slot for optional SD Card.

**Integrated accounting:** 100 department codes.

### **PAPER HANDLING**

**Input capacity:** Multi-purpose tray: 100 sheets, 60 to 220 g/m<sup>2</sup>, A4, A5, A6, B5, B6, Letter, Legal, Folio, Custom (70 x 140 to 216 x 356 mm), Banner paper up to 915 mm. Standard universal paper cassette: 500 sheets, 60–120 g/m<sup>2</sup>, A4, A5, B5, Letter, Legal, Folio, Custom (140 x 210 to 216 x 356 mm). Max. input capacity with options: 2,600 sheets.

**Duplex:** Standard duplex unit, 60 to 120 g/m<sup>2</sup>, A4, A5, B5, Letter, Legal, Custom (140x 210 mm - 216 x 356 mm).

**Document Processor:** Reverse Auto Document Processor as standard, **75 sheets**, 50–120 g/m<sup>2</sup>, A4, A5, A6, B5, Letter, Legal, Custom (105 x 148 to 216 x 356 mm).

**Output capacity:** Max. 250 sheets face down.

### **PRINT FUNCTIONS**

**Controller language:** PRESCRIBE.

**Emulations:** PCL6 (5c/XL), KPDL3 (PostScript 3 compatible), PDF Direct Print, XPS Direct Print, AES support, TIFF/JPEG Direct Print Support, Open XPS, URF, PCLm, Line Printer, IBM Pro printer.

**Operating systems:** All current Windows operating systems, MAC OS X Version 10.9 or higher, Chrome OS, Linux, as well as other operating systems on request.

**Fonts/barcodes:** 93 outline fonts (PCL6, KPDL3), 4 fonts (Calibri), 4 fonts (Cambria), 1 Bitmap font, 45 types of one-dimensional barcodes, 1 type of two-dimensional barcode (PDF417).

**Print features:** PDF Direct Print, Internet printing IPP 1.0, E-mail printing, WSD print, secure printing IPP over TLS, Local and network authentication, Network data encryption IPsec,



HTTPS, LDAP over TLS, SNMPv3, SMTP over TLS, POP over TLS, Encrypted PDF Direct Print, TLS 1.3, Secure Boot, Run-time Integrity Check, Universal Print, Printing for Chrome OS.

## **COPY FUNCTIONS**

**Max. original size:** A4/Legal.

**Continuous copying:** 1–999.

**Zoom range:** 25–400% in 1% steps.

**Preset magnification ratios:** 7 Reductions / 5 Enlargements.

**Image adjustments:** Text + Photo, Photo, Text, Chart/Map, Printed document.

**Features:** Electronic sort (collate), ID card copy, 2in1, 4in1, auto cassette change, Skip blank page, Skip Line, DP Auto-cropping.

## **SCAN FUNCTIONS**

**Functionality:** Scan-to-Email, Scan-to-FTP, Scan-to-SMB, Scan to USB Host, Network TWAIN, WIA, WSD scan, Chrome OS (Scan), AirPrint, Mopria.

**Scan speed Simplex:** 60 ipm (300 dpi, A4, b/w); 40 ipm (300 dpi, A4 colour)

**Scan speed Duplex:** 26 ipm (300dpi, A4, b/w); 17 ipm (300 dpi, A4, colour)

**Scan resolution:** 600, 400, 300, 200 dpi; 256 greyscales per colour

**Max. scan size:** A4, Legal, Banner paper (max 915mm).

**Original recognition:** Text, photo, text + photo, light text, optimised for OCR.

**File types:** TIFF/JPEG, XPS, Open XPS, PDF, PDF/A, PDF/A- 1a/b, PDF/A-2a/b/u, Encrypted PDF, High compression PDF.

**Compression method:** MMR/JPEG

**Features:** Banner Scan, Colour scan, integrated address book, Active Directory support, encrypted data transfer, multi send. (e-mail, fax, SMB/FTP folder, print) at once, Blank page skip.

## EVALUATION OF TENDER

The evaluation committee may make use of their own discretion, when evaluating the specifications of this tender.

This tender will be pre-evaluated in terms of the 4 methods under mentioned. Bidders that do not score the minimum of 75 points or more for the functionality criteria will be deemed not responsive and only those bidders who score more than 75 points will be evaluated further on the 80/20 point system

Phase 1: Compulsory Documents

Phase 2: Functionality Criteria

Phase 3: Scope of Work

Phase 4: evaluation will be on price points (80 points) and preference points (20)

- Price = 80 points
- Preference = 20 points (10 points B-BBEE and 10 Locality)

### Phase 1: Compulsory Documents (All copies to be certified by SAPS)

- Proof/ Letter that services will be from one point to all two towns (Williston and Fraserburg) and that third party services will not be accepted.
- Pricing Schedule
- Schedule 1A: Authority of Signatory
- Schedule 1B: Compulsory Enterprise Questionnaire
- MBD 1
- MBD 2
- MBD 3.1
- MBD 4
- MBD 6.1
- MBD 7.2
- MBD 8
- MBD 9
- Proof Company registration certificate
- B-BBEE certificate/affidavit/consolidated B-BBEE for J/V
- Joint venture agreements where applicable
- Proof of latest Municipal account
- ID Copies of the directors/members/proprietors
- CSD report

### Phase 2: Pre-Qualification Criteria

No.	Evaluation criteria	Description	Maximum Points
1	Company experience in Leasing of Printing Copier Machines	0 - 1 = 10 related relevant projects 2 - 3 = 20 related relevant projects 4 = 30 related relevant projects 5+ = 60 related relevant projects	60
2	Availability of Company	Supplier must be within a radius of 350km from place where machine is installed	30
3	Experience of key personnel technician (attach CV's)	2 = 0-1 years relevant experience 5 = 2 - 3 years relevant experience 10 = 4+ years relevant experience	10
	<b>Total Points</b>		<b>100</b>

**Bidders must obtain a minimum of 75 Points for functionality for further evaluation**

**Phase 3: Functionality Criteria**

**Phase 4: Price and B-BBEE and Locality**

<b>B-BBEE Status Level of Contributor</b>	<b>Number of points for Preference [80 / 20]</b>	<b>Number of points for Preference [90/10]</b>
1	10	5
2	8	4
3	6	3
4	4	2
5	2	1
6	2	1
7	2	1
8	2	1
Non-compliant Contributor	0	0

**Locality**

<b>Local area of supplier</b>	<b>Number of Points for Preference</b>	
	<b>80/20</b>	<b>90/10</b>
Within the boundaries of the Karoo Hoogland Municipality	10	5
Within the boundaries of Namakwa District Municipality	6	3
Within the boundaries of the Northern Cape	4	2
Outside of the boundaries of the Northern Cape	0	0

<b>PRICING SCHEDULE</b>
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**PLEASE NOTE**

- Document MUST be completed in non-erasable black ink
- The Bidder MUST indicate whether he/she/the entity is a registered VAT Vendor or not.

	INDICATE WITH AN „X“									
Are you/is the firm a registered VAT Vendor	YES					NO				
If “YES”, please provide VAT number										

I / We \_\_\_\_\_

(Full name of Bidder) the undersigned in my capacity as \_\_\_\_\_ of the firm \_\_\_\_\_ hereby offer to Karoo Hoogland Local Municipality to render the services as described, in accordance with the specification and conditions of contract to the entire satisfaction of the Karoo Local Municipality and subject to the conditions of tender, for the amounts indicated hereunder:

**PRICING:**

- 1.1. Tender prices must be in ZAR Currency (Rand);
- 1.2. Tender rates must be submitted exclusive of VAT, but the final bid price submitted must include VAT;
- 1.3. The premium tendered must remain firm for the initial period of 12 months, thereafter the annual escalation in the Rand value of the premium for year 2 and 3 must not exceed the reasonably anticipated CPI as at 30 April of each year;
- 1.4 Following please find a pricing schedule to be completed. You may attach a separate schedule if there are any deviations.

**PRICING SCHEDULE**

Printer	Description of machine	Evaluation Criteria	Cost per Month	Price for Year 1 (VAT included)	Price for Year 2 (VAT included)	Price for Year 3 (VAT included)
1		Monthly Rental				
		Colour Copy per Page				
		B & W Copy per page				
		<b>Total</b>				
2		Monthly Rental				
		Colour Copy per Page				
		B & W Copy per page				
		<b>Total</b>				
3		Monthly Rental				
		Colour Copy per Page				
		B & W Copy per page				
		<b>Total</b>				
4		Monthly Rental				
		Colour Copy per Page				
		B & W Copy per page				
		<b>Total</b>				
5		Monthly Rental				
		Colour Copy per Page				

		B & W Copy per page				
	<b>Total</b>					
6		Monthly Rental				
		Colour Copy per Page				
		B & W Copy per page				
	<b>Total</b>					

**Any tender submitted that do not meet ALL of the requirements in this document will automatically be discarded from the evaluation process.**

**SCHEDULE 1A: AUTHORITY OF SIGNATORY**

Indicate the status of the tenderer by ticking the appropriate box hereunder. The tenderer must complete the certificate set out below for the relevant category.

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

**A. Certificate for company**

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

As witness

1.....  
 Chairman

**B. Certificate of partnership**

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

NAME	ADDRESS	SIGNATURE	DATE

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

**C. Certificate for Joint Venture**

We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorise Mr/Mrs....., authorised signatory of the company Acting in the capacity of lead partner, to sign all documents in connection with the tender offer for Contract.....and any other contract resulting from it on our behalf.

This authorisation is evidenced by the attached power of attorney signed by legally authorised signatories of all the partners to the Joint Venture.

NAME OF FIRM	ADDRESS	AUTHORISING SIGNATURE, NAME & CAPACITY

**D. Certificate for sole proprietor**

I..... hereby confirm that I am the sole owner of the business trading as.....

As Witness:

1.....

Signature: Sole owner

**E. Certificate for Close Corporation**

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

NAME	ADDRESS	SIGNATURE	DATE

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



**SCHEDULE 1B: COMPULSORY ENTERPRISE QUESTIONNAIRE**

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

**Section 1: Enterprise details**

<b>Name of enterprise</b>	
<b>Contact Person</b>	
<b>Email</b>	
<b>Telephone</b>	
<b>Cell phone</b>	
<b>Fax</b>	
<b>Physical Address</b>	
<b>Postal Address</b>	
<b>Central supplier database registration nr</b>	<b>MAAA</b>

**Section 2: Particulars of companies and close corporations**

<b>Company / Close Corporation registration number:</b>	
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**Section 3: SARS information:**

<b>Tax reference number:</b>	
<b>VAT registration number, if any:</b>	

**Section 4: CIDB registration number:**

**Section 5: Particulars of principles**

**Principle:** means a natural person who is a partner in partnership, a sole proprietor, a director of a company established in terms of the Companies Act of 2008 (Act. No. 71 of 2008) a member of a close corporation registered in terms of the Close Corporation Act, 1984 (Act No.69 of 1984)

<b>Full name of principal</b>	<b>Identity number*</b>	<b>Personal income tax number*</b>

\* Please complete and attach copies of Identity documents.

**Section 6: Banking Details of companies and close corporations**

Bank name and branch: ..... Bank  
 account number: .....  
 Name of account holder: .....

Signed .....

Date .....

Name .....

Position .....

**PART A  
INVITATION TO BID**

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE KAROO HOOGLAND LOCAL MUNICIPALITY.</b>					
BID NUMBER:	KHM T002/04/2024	CLOSING DATE:	24 MAY 2024	CLOSING TIME:	12H00
DESCRIPTION	SUPPLY, DELIVER, INSTALLATION, MAINTENANCE AND SERVICING OF NEW PRINTERS FOR A PERIOD OF THREE (3) YEARS 2024/2025 – 2026/27 ON A LEASE AGREEMENT STARTING 1 JULY 2024 TO 30 JUNE 2027				
<b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD 7.2)</b>					

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

<b>KAROO HOOGLAND LOCAL MUNICIPALITY</b>					
<b>CASH HALL AREA</b>					
<b>2 MULDER ST</b>					
<b>WILLISTON</b>					
<b>8920</b>					
<b>SUPPLIER INFORMATION</b>					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
TAX COMPLIANCE STATUS	TCS PIN:		<b>AND</b>	CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	<input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	<input type="checkbox"/> Yes <input type="checkbox"/> No	
<b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES &amp; QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]</b>					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3]	
TOTAL NUMBER OF ITEMS OFFERED			TOTAL BID PRICE	R	
SIGNATURE OF BIDDER	.....		DATE		
CAPACITY UNDER WHICH THIS BID IS SIGNED					
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:</b>			<b>TECHNICAL INFORMATION MAY BE DIRECTED TO:</b>		
DEPARTMENT	FINANCIAL SERVICES				
CONTACT PERSON	DIANA VERMEULEN		CONTACT PERSON	DIANA VERMEULEN	
TELEPHONE NUMBER	053 285 0998		TEL NUMBER	053 285 0998	
E-MAIL ADDRESS	d.vermeulen@karoohoogland.gov.za		E-MAIL ADDRESS	d.vermeulen@karoohoogland.gov.za	

**PART B  
TERMS AND CONDITIONS FOR BIDDING**

**1. BID SUBMISSION:**

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

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

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

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**2. TAX COMPLIANCE REQUIREMENTS**

2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.

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

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

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

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

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

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

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**3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS**

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

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

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

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

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

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

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

SIGNATURE OF BIDDER: .....

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

DATE: .....

TAX CLEARANCE CERTIFICATE
---------------------------

**It is a condition of bid that the taxes of the successful bidder must be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the bidder's tax obligations.**

1. In order to meet this requirement bidders are required to complete in full form TCC001 "Application for a Tax Clearance Certificate" and submit it to any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign bidders / individuals who wish to submit bids. Copies of form TCC 001 are available from any SARS branch office nationally or on the website [www.sars.gov.za](http://www.sars.gov.za).
2. SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.
3. The original Tax Clearance Certificate must be submitted together with the bid. Failure to submit the original and valid Tax Clearance Certificate will result in the invalidation of the bid. Certified copies of the Tax Clearance Certificate will not be acceptable.
4. In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate.
5. Applications for the Tax Clearance Certificates may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website [www.sars.gov.za](http://www.sars.gov.za).
6. Exemption to the provision of a Tax Clearance Certificate will be granted provided that: a) The bidder is registered on the vendor database of the municipality and a valid tax clearance certificate was submitted together with the application for registration b) If the closing date of the price quotation or bid falls within the expiry date of the tax clearance

**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**

IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT

<b>NAME OF BIDDER</b>		<b>BID NUMBER</b>	KHM T002/04/2024
<b>CLOSING TIME</b>	12H00	<b>CLOSING DATE</b>	24 MAY 2024

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

Item no.	Quantity	Description	Bid price in RSA Currency ** (ALL APPLICABLE TAXES INCLUDED)	
			Unit tariff	Total Cost
		See pricing schedule on page 20 TO 22		

- Required by: .....
  - At: .....
  - Brand and Model .....
  - Country of Origin .....
  - Does the offer comply with the specification(s)?\*YES/NO
  - If not to specification, indicate deviation(s) .....
  - Period required for delivery .....
- \*Delivery:  
Firm/Not firm
- Delivery basis .....

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

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

\*Delete if not applicable

DECLARATION OF INTEREST

1.	No bid will be accepted from persons in the service of the state.	
2.	Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favoritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in the 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.	<b>In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.</b>	
3.1	Full Name of bidder or his / her representative: .....	
3.2	Identity Number: .....	
3.3	Position occupied in the Company (director, trustee, shareholder <sup>2</sup> ): .....	
3.4	Company Registration Number: .....	
3.5	Tax Reference Number: .....	
3.6	VAT Registration Number: .....	
3.7	The names of all directors / trustees / shareholders / members, their individual identity numbers and state employee numbers (where applicable) 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: ..... ..... .....	
<p><sup>1</sup> MSCM Regulations: "in the service of the state" means to be –</p> <p>(a) a member of –</p> <p>(i) any municipal council;</p> <p>(ii) any provincial legislature; or</p> <p>(iii) the National Assembly or the National Council of Provinces;</p> <p>(b) a member of the board of directors of any municipal entity;</p> <p>(c) an official or any Municipality or municipal entity;</p> <p>(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);</p> <p>(e) a member of the accounting authority of any national or provincial entity; or</p> <p>(f) an employee of Parliament or a provincial legislature.</p> <p><sup>2</sup> "Shareholder" means a person who owns shares in the company and is actively involved in the management of the company or business and exercise control over the company.</p>		

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 the 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 the 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: ..... ..... .....	
<b>4. Full details of directors / trustees / members / shareholders</b>		
	<b>Full Name</b>	<b>Identity Number</b>
		<b>State Employee Number</b>

.....  
**Signature**

.....  
**Date**

.....  
**Capacity**

.....  
**Name of the bidder**

PREFERENCE POINT CLAIM FORM

**PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022 AND PREFERENTIAL PROCUREMENT POLICY OF KAROO HOOGLAND MUNICIPALITY: EITHER 80/20 OR 90/20 PREFERENCE POINT SYSTEM**

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

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

**1. GENERAL CONDITIONS**

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

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

1.2 Either the 90/10 or 80/20 preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

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

- (a) Price; and
- (b) Specific Goals (B-BBEE status level contribution and Locality)

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

The maximum points for this tender are allocated as follows:

	<b>POINTS</b>
<b>PRICE</b>	80 or 90 depending on tenders received in terms of par. 1.2
<b>SPECIFIC GOALS</b>	80/20 (10 BBBEE and 10 Locality) or 90/10 (5 BBBEE and 5 Locality) depending on tenders received in terms of par. 1.2
<b>Total points for Price and SPECIFIC GOALS</b>	<b>100</b>

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

1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

**B-BBEE**

Failure on the part of a tenderer to submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African National Accreditation System (SANAS), or a sworn affidavit confirming annual turnover and level of black ownership in case of an EME and QSE together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

**LOCALITY**

Failure on the part of tenderer to submit the following:

- where the tenderer is the owner of the property / business:
  - municipal account registered in the name of the tenderer not older than 3 months;
- where the tenderer is not the owner of the property / business:
  - a valid lease agreement; or



- affidavit from the property owner that the address used to claim points in the MBD 6.1 is being rented out to the tenderer at no cost not older than 3 months
- where the tenderer submitted incorrect or outdated information (account, lease agreement or affidavit) or none of the above, it will be interpreted to mean that preference points for Locality are not claimed.

## 2. DEFINITIONS

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

## 3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

### 3.1 POINTS AWARDED FOR PRICE

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

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

	<b>80/20</b>	<b>or</b>	<b>90/10</b>
Where	$P_s = 80 \left( 1 - \frac{P_t - P_{min}}{P_{min}} \right)$	or	$P_s = 90 \left( 1 - \frac{P_t - P_{min}}{P_{min}} \right)$

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

## 4. FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT

### 4.1 POINTS AWARDED FOR PRICE

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

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

	<b>80/20</b>	<b>or</b>	<b>90/10</b>
Where	$P_s = 80 \left( 1 + \frac{P_t - P_{max}}{P_{max}} \right)$	or	$P_s = 90 \left( 1 + \frac{P_t - P_{max}}{P_{max}} \right)$

Ps = Points scored for price of tender under consideration  
 Pt = Price of tender under consideration  
 Pmax = Price of highest acceptable tender

## 5. POINTS AWARDED FOR SPECIFIC GOALS

In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 (5.1) and 2(5.2) below as may be supported by proof/ documentation stated in the conditions of this tender:

5.1 **B-BBEE**

<b>B-BBEE Status Level of Contributor</b>	<b>Number of points for Preference [80 / 20]</b>	<b>Number of points for Preference [90/10]</b>
1	10	5
2	8	4
3	6	3
4	4	2
5	2	1
6	2	1
7	2	1
8	2	1
Non-compliant Contributor	0	0

5.2 **LOCALITY**

<b>Local area of supplier</b>	<b>Number of Points for Preference</b>	
	<b>80/20</b>	<b>90/10</b>
Within the boundaries of the Karoo Hoogland Municipality	10	5
Within the boundaries of Namakwa District Municipality	6	3
Within the boundaries of the Northern Cape	4	2
Outside of the boundaries of the Northern Cape	0	0

5.3 In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
- (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

**6. DECLARATAION**

Bidders who claim points in respect of B-BBEE and Locality must complete the following:

6.1 **B-BEE-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 5.1**

B-BBEE Status Level of Contribution: \_\_\_\_\_ (maximum of 10 or 5 points)

6.2 **LOCALITY CLAIMED IN TERMS OF PARAGRAPH 1.4 AND 5.2**

LOCALITY: \_\_\_\_\_ (maximum of 10 or 5 points)

**7. DECLARATION WITH REGARD TO COMPANY/FIRM**

7.1 Name of company/firm.....

7.2 Company registration number: .....

7.3 VAT registration number: .....

7.4 TYPE OF COMPANY/ FIRM

- Partnership/Joint Venture / Consortium
  - One-person business/sole propriety
  - Close corporation
  - Public Company
  - Personal Liability Company
  - (Pty) Limited
  - Non-Profit Company
  - State Owned Company
- [TICK APPLICABLE BOX]

7.5 MUNICIPAL INFORMATION

Municipality where business is situated: .....

Street address of business: .....

.....  
.....

Registered municipal account number: .....

7.6 I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 5, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
  - (a) disqualify the person from the tendering process;
  - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
  - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
  - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
  - (e) forward the matter for criminal prosecution, if deemed necessary.

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

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

**DATE:** .....

**ADDRESS:** .....

.....

.....

.....

.....

**CONTRACT FORM – RENDERING OF SERVICES**

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

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

1. I hereby undertake to render services described in the attached bidding documents to (name of the institution)..... in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid.
  
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
  - Bidding documents, viz
  - Invitation to bid;
  - Tax clearance certificate;
  - Pricing schedule(s);
  - Filled in task directive/proposal;
  - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2022;
  - Declaration of interest;
  - Declaration of Bidder’s past SCM practices;
  - Certificate of Independent Bid Determination;
  - Special Conditions of Contract;
  - General Conditions of Contract; and
  - Other (specify)
  
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
  
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfilment of this contract.
  
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
  
6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT) .....

CAPACITY .....

SIGNATURE .....

NAME OF FIRM .....

DATE .....

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

**CONTRACT FORM – RENDERING OF SERVICES**

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

I..... in my capacity as.....

accept your bid under reference number .....dated.....for the rendering of services indicated hereunder and/or further specified in the annexure(s).

An official order indicating service delivery instructions is forthcoming.

I undertake to make payment for the services rendered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice.

DESCRIPTION OF SERVICE	PRICE (ALL APPLICABLE TAXES INCLUDED)	COMPLETION DATE		

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

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

NAME (PRINT) .....

SIGNATURE .....

OFFICIAL STAMP

WITNESSES

.....

.....

DATE: .....

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

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

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

**CERTIFICATION**

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

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

.....  
**Signature**

.....  
**Date**

.....  
**Position**

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Municipal Bidding Document (MBD) must form part of all bids<sup>1</sup> invited.
  
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging). <sup>2</sup> Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
  
- 3 Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
  - a. takes all reasonable steps to prevent such abuse;
  - b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
  - c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
  
- 4 This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
  
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

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

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



**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

I, the undersigned, in submitting the accompanying bid:

**SUPPLY, DELIVER, INSTALLATION, MAINTENANCE AND SERVICING OF NEW PRINTERS FOR A PERIOD OF THREE (3) YEARS 2024/2025 – 2026/27 ON A LEASE AGREEMENT STARTING 1 JULY 2024 TO 30 JUNE 2027**

in response to the invitation for the bid made by:

**KAROO HOOGLAND LOCAL MUNICIPALITY**

do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of: \_\_\_\_\_ that:

**(Name of Bidder)**

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word “competitor” shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
  - a) has been requested to submit a bid in response to this bid invitation;
  - b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
  - c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>3</sup> will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
  - a) prices;
  - b) geographical area where product or service will be rendered (market allocation)
  - c) methods, factors or formulas used to calculate prices;
  - d) the intention or decision to submit or not to submit, a bid;
  - e) the submission of a bid which does not meet the specifications and conditions of the bid; or
  - f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.

9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
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.

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

.....	.....
Signature	Date
.....	.....
Position	Name of Bidder

## NOTES

The purpose of this document is to:

- i. Draw special attention to certain general conditions applicable to government bids, contracts and orders; and
- ii. To ensure that clients be familiar with regard to the rights and obligations of all parties involved in doing business with government.

In this document words in the singular also mean in the plural and vice versa and words in the masculine also mean in the feminine and neuter.

- The General Conditions of Contract will form part of all bid documents and may not be amended.
- Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately for every bid (if applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.

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### General Conditions of Contract

#### 1. Definitions

1. 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. 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 open competition.
  - 1.14 "GCC" means the General Conditions of Contract.
  - 1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
  - 1.16 "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 supplies 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.

	<p>1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.</p> <p>1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.</p> <p>1.20 "Project site," where applicable, means the place indicated in bidding documents.</p> <p>1.21 "Purchaser" means the organization purchasing the goods.</p> <p>1.22 "Republic" means the Republic of South Africa.</p> <p>1.23 "SCC" means the Special Conditions of Contract.</p> <p>1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.</p> <p>1.25 "Written" or "in writing" means hand-written in ink or any form of electronic or mechanical writing.</p>
<b>2. Application</b>	<p>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.</p> <p>2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.</p> <p>2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.</p>
<b>3. General</b>	<p>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.</p> <p>3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from <a href="http://www.treasury.gov.za">www.treasury.gov.za</a></p>
<b>4. Standards</b>	<p>4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.</p>
<b>5. Use of contract documents and information; inspection</b>	<p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p>

<b>6. Patent rights</b>	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.
<b>7. Performance security</b>	<p>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.</p> <p>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.</p> <p>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:</p> <p style="padding-left: 40px;">(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</p> <p style="padding-left: 40px;">(b) an cashier's or certified cheque.</p> <p>7.4 The performance security will be discharged by the purchaser and returned to the provider not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.</p>
<b>8. Inspections, tests and analyses</b>	<p>8.1 All pre-bidding testing will be for the account of the bidder.</p> <p>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 inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.</p> <p>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.</p> <p>8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.</p> <p>8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.</p> <p>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.</p> <p>8.7 Any contract supplies 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 supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the provider further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.</p> <p>8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.</p>
<b>9. Packing</b>	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

	<p>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.</p> <p>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, specified in SCC, and in any subsequent instruction ordered by the purchaser.</p>
<b>10. Delivery and documents</b>	<p>10.1 Delivery of the goods shall be made by the supplier in accordance with the terms specified in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC.</p> <p>10.2 Documents to be submitted by the supplier are specified in SCC.</p>
<b>11. Insurance</b>	<p>11.1 The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the SCC.</p>
<b>12. Transportation</b>	<p>12.1 Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.</p>
<b>13. Incidental Services</b>	<p>13.1 The provider may be required to provide any or all of the following services, including additional services, if any, specified in SCC:</p> <ul style="list-style-type: none"> <li>a. performance or supervision of on-site assembly and/or commissioning of the supplied goods;</li> <li>b. furnishing of tools required for assembly and/or maintenance of the supplied goods;</li> <li>c. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;</li> <li>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</li> <li>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.</li> </ul> <p>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.</p>
<b>14. Spare parts</b>	<p>14.1 As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:</p> <ul style="list-style-type: none"> <li>(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</li> <li>(b) in the event of termination of production of the spare parts: <ul style="list-style-type: none"> <li>i. Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and</li> <li>ii. following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.</li> </ul> </li> </ul>
<b>15. Warranty</b>	<p>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.</p> <p>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</p>

	<p>shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.</p> <p>15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.</p> <p>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.</p> <p>15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.</p>
<b>16. Payment</b>	<p>16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.</p> <p>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.</p> <p>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.</p> <p>16.4 Payment will be made in Rand unless otherwise stipulated in SCC.</p>
<b>17. Prices</b>	<p>17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.</p>
<b>18. Contract amendments</b>	<p>18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.</p>
<b>19. Assignment</b>	<p>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.</p>
<b>20. Subcontracts</b>	<p>20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts 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.</p>
<b>21. Delays in the supplier's performance</b>	<p>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.</p> <p>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.</p> <p>21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, Provincial department or a local authority.</p> <p>21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.</p> <p>21.5 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 21.2 without the application of penalties.</p> <p>21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to</p>



	complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.
<b>22. Penalties</b>	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.
<b>23. Termination for default</b>	<p>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:</p> <ol style="list-style-type: none"> <li>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;</li> <li>if the supplier fails to perform any other obligation(s) under the contract; or</li> <li>if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.</li> </ol> <p>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.</p> <p>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.</p> <p>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 intended penalty as not objected against and may impose it on the supplier.</p> <p>23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, 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 Accounting Officer / Authority actively associated.</p> <p>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:</p> <ol style="list-style-type: none"> <li>the name and address of the supplier and / or person restricted by the purchaser;</li> <li>the date of commencement of the restriction;</li> <li>the period of restriction; and</li> <li>the reasons for the restriction.</li> </ol> <p>These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.</p> <p>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.</p>
<b>24. Anti-Dumping and countervailing duties and rights</b>	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 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.
<b>25. Force Majeure</b>	<p>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.</p> <p>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.</p>
<b>26. Termination for insolvency</b>	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.
<b>27. Settlement of disputes</b>	<p>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.</p> <p>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.</p> <p>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.</p> <p>27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC</p> <p>27.5 Notwithstanding any reference to mediation and/or court proceedings herein,  a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and  b) the purchaser shall pay the provider any monies due the supplier.</p>
<b>28. Limitation of liability</b>	28.1 Except in cases of criminal negligence or wilful 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.
<b>29. Governing language</b>	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.
<b>30. Applicable law</b>	30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
<b>31. Notices</b>	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.
<b>32. Taxes and duties</b>	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 provider 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 the department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.
	32.4	No contract shall be concluded with any bidder whose municipal rates and taxes and municipal services charges are in arrears.
<b>33. National Industrial Participation Programme (NIPP)</b>	33.1	The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.
<b>34. Transfer of Contracts</b>	34.1	The contract shall not abandon, transfer, cede assign or sublet a contract or part thereof without the written permission of the purchaser
<b>35. Amendment of contracts</b>	35.1	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.
<b>36. Prohibition of restrictive practices</b>	36.1	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 (or bid rigging).
	36.2	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 the Competition Act No. 89 of 1998.
	36.3	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.