TENDER DOCUMENT

TENDER NO		**91/2026**	
TENDER DESCRIPTION		**APPOINTMENT OF SERVICE PROVIDER FOR SUPPLY, DELIVER, INSTALLATION, MAINTENANCE AND MANAGEMENT OF NEW REPROGRAPHIC EQUIPMENT FOR A PERID OF THREE (3) YEARS.**	
CLOSING DATE	**21/12/2026**	**CLOSING TIME**	**12:00**
POSTAL ADDRESS: **JB Marks Local Municipality** **Attention: Supply Chain Management Unit** **P O Box 113** **Potchefstroom, 2520** ***Clearly mark the Bid envelope with the bid number and title on the face of the envelope*** ***Any tenders couriered to be submitted in the Municipality's Bid Box, any bids sent to the wrong recipient other than being submitted in the Bid Box will not be considered***		**TO BE SUBMITTED AT:** The Bid Box at the Records Office, Room 315 Third Floor, Municipal Building Dan Tloome Civic Centre C/O Sol Plaatjie Ave & Wolmarans Street Potchefstroom 2520	
ATTENTION: **FINANCIAL DIRECTORATE** **SUPPLY CHAIN MANAGEMENT UNIT** **JB MARKS LOCAL MUNICIPALITY** **POTCHEFSTROOM**		**A bid posted or couriered (at sender's risk) to the Municipality, PO Box 113, Potchefstroom, 2520, in good time so as to reach the Municipality before the above mentioned closing date and clearly indicated attention supply chain management unit, may be accepted on condition that it is place in the correct Bid box before the closing time, it being understood that the Council disclaims any responsibility for seeing that such bids are in fact lodged in the bid box.**	

SUMMARY FOR TENDER OPENING PURPOSES	
NAME OF SERVICE PROVIDER: _____	
CENTRAL SUPPLIER DATABASE NO: _____	
TOTAL BIDDING PRICE (INCLUDING VAT)	
Total Bidding Price (Including VAT)	R
VALIDITY PERIOD: **120 DAYS AFTER THE BID CLOSURE**	
CONTACT DETAILS FOR	
Bidding procedures and documents	Bid Scope and specifications
Mr. B Sekolopo Boitshepo/Mrs. B Mongale Tel: (018) 299 5162/5535 E-mail: bsekolopo@jbmarks.gov.za/mongales@jbmarks.gov.za	Mr K Nyelimane Tel: (076) 260 3789 E-mail: koketson@jbmarks.gov.za

CHECKLIST

Please ensure that the following forms have been completed and signed and all documents, as requested, are attached to the tender document:

DESCRIPTION OF DOCUMENT	DOCUMENT NO	YES	NO
Bid Conditions and Information			
Invitation to bid and details of the bidder	MBD 1		
Terms and Reference			
Current Municipal Certificate / Lease Agreement			
Pricing schedule – firm prices (purchases)	MBD 3.1		
Form of Offer and Acceptance			
Declaration of Interest	MBD 4		
Preference points claim form for preference points for Specific Goals	MBD 6.1		
Formal contracts for services	MBD 7.1		
Declaration of bidder's past supply chain management practices	MBD 8		
Certificate of independent bid determination	MBD 9		
Authority of Signatory			
General Conditions of contract and Bid Requirements			
Annexure A: Past Experience			

Please sign on Completion.

_____ _____ _____

NAME OF THE BIDDER **SIGNATURE** **DATE**

BID CONDITIONS AND INFORMATION

1 Agreement

The successful bidder will be expected to sign the Contract Form (Part 1) of this bid document within 90 days of the date of notification by the JB Marks Local Municipality that his/her bid has been accepted.

2 Completion of Bid Documents

(a) The original bid document must be completed fully in black ink and signed by the authorised signatory to validate the proposal. All the pages must be initialled by the authorised signatory. Failure to do so may result in the invalidation of the bid.

(b) Bid documents may not be retyped or altered in any way.

3 Alteration or Qualification of Bid

No unauthorised alteration of this set of bid documents will be allowed. Any unauthorised alteration will disqualify the proposal automatically. Any ambiguity has to be cleared with contact person for the bid before closing date.

4 Authorised Signatory

(a) A copy of the recorded Resolution taken by the Board of Directors, members, partners or trustees authorizing 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 authorized to sign it for and on behalf of the bidder.

5 Submission of Bid

(a) The bid must be put in a sealed envelope, or envelopes when the two-envelope system is specified, clearly marked with the bid number, title as well as closing date and time and placed in the **Tender Box at the JB Marks Local Municipality by not later than 12h00 on 21/12/2026**

(b) Faxed, e-mailed and late bids will not be accepted. Bids may be delivered by hand, by courier, or posted at the bidder's risk and must be received by the deadline specified above, irrespective of how they are sent or delivered.

6 Opening, Recording and Publications of Bids Received.

- Bids will be opened in public immediately after the bid closure date, or at such time as specified in the bid documents.
- Names of the bidders, and if practical the total amount of each bid and of any alternative bids will be read out aloud.
- Bids received in time recorded and entered in a register which is open for public inspection.

7 Tax Clearance Certificate

a. A valid Tax Compliance Status must accompany the bid documents.
The onus is on the bidder to ensure that the JB Marks Local Municipality has a Tax Compliance Status on record and obtain confirmation from the Supply Chain Management Unit of the JB Marks Local Municipality.

b. Bids not supported by a valid Tax Compliance Status, as an attachment to the bid documents will be invalidated.

c. In bids where consortia/joint ventures/sub-contractors are involved, each party must submit a separate valid Tax Compliance Status.

8 Evaluation of Bids

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

9 Acceptance or Rejection of a Bids

The JB Marks Local Municipality reserves the right to withdraw any invitation to submit a bid and/or to re-advertise or to reject any bid or to accept a part of it. The JB Marks Local Municipality does not bind itself to accepting the lowest bid.

10 Registration on Accredited Supplier Database

It is expected of all prospective service providers who are not yet registered on the Central Supplier Database to register online (www.csd.gov.za) and verify their company information at JB Marks Local Municipality Supply Chain Unit. The JB Marks Local1 Municipality reserves the right not to award proposals to prospective suppliers who are not registered on the CSD (Central Supplier Database).

11 Site / Information Meetings

None

12 Stamp and Other Duties

The successful bidder will be liable for all duties and costs on legal documents resulting in the establishment of a contract and for the surety and retentions.

13 Language of Contract

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

14 Procurement Policy

Bids will be awarded in accordance with the Preferential Procurement Regulations, 2001 pertaining to the Preferential Procurement Policy Framework Act, No 5 of 2022.

15 Expenses Incurred in Preparation of Bid

The JB Marks Local Municipality shall not be liable for any expenses incurred in the preparation and submission of the bid.

16 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 JB Marks Local 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.

17 Validity Period

Bids shall remain valid for 120 days after the bid closure date.

18 General and Special Conditions of Contract

The General Conditions of Contract as well as any Special Conditions of Contract that may form part of this set of bid documents will be applicable to this bid in addition to the conditions of bid.

19 Municipal Rates, Taxes and Charges

The bidder to provide their municipal account of rates and taxes of both the Bidding entity and its directors' in its Bid Document submission. Any bidder which is or whose directors are in arrear with their municipal rates and taxes due to any Municipality within South Africa for more than three months and have not made an arrangement for settlement of or same before the bid closure date will be disqualified.

20 Contact with Municipality after Bid Closure Date

Bidders shall not contact the JB Marks 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 notice of the JB Marks Local Municipality, it should do so in writing to the JB Marks Local Municipality. Any effort by the firm to influence the JB Marks Local Municipality in the bid evaluation, bid comparison or contract award decisions may result in the rejection of the bid.

PART A

INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (*JB MARKS LOCAL MUNICIPALITY)*					
BID NUMBER:	**91/2026**	**CLOSING DATE:**	**21/12/2026**	**CLOSING TIME:**	**12:00**
DESCRIPTION:	**APPOINTMENT OF SERVICE PROVIDER FOR SUPPLY, DELIVER, INSTALLATION, MAINTENANCE AND MANAGEMENT OF NEW REPROGRAPHIC EQUIPMENT FOR A PERID OF THREE (3) YEARS.**				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD 7.1)					

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT ROOM 315, THIRD FLOOR, MUNICIPAL BUILDING, DAN TLOOME CIVIC CENTRE

SUPPLIER INFORMATION				
NAME OF BIDDER				
POSTAL ADDRESS				
STREET ADDRESS				
TELEPHONE NO	**CODE**		**NUMBER**	
CELLPHONE NO				
FACSIMILE NO	**CODE**		**NUMBER**	
E-MAIL ADDRESS				
VAT REGISTRATION NO				
TAX COMPLIANCE STATUS	**TCS PIN**		**OR CSD NO:**	
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS/ SERVICES/WORKS OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]		**ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS/ SERVICES/WORKS OFFERED?**	☐ Yes ☐ 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				

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		**TECHNICAL INFORMATION MAY BE DIRECTED TO:**	
DEPARTMENT	**SUPPLY CHAIN UNIT**	**CONTACT PERSON**	**Mr K Nyelimane**
CONTACT PERSON	Mr B Sekolopo	**TELEPHONE NO**	**076 260 3789**
TELEPHONE NO	(018) 299 5162	**FACSIMILE NO**	**N/A**
FACSIMILE NO		**E-MAIL ADDRESS**	**@jbkoketsonmarks.gov.za**
E-MAIL ADDRESS	bsekolopo@jbmarks.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.

2. TAX COMPLIANCE REQUIREMENTS

2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.

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

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

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

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

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

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

3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

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

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

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

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

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

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

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

SIGNATURE OF BIDDER: _____

CAPACITY UNDER WHICH THIS BID IS SIGNED: _____

DATE: _____

SUPPLY CHAIN MANAGEMENT UNIT	**JB MARKS LOCAL MUNICIPALITY**			
	FORMAL TENDER			
	ADVERTISED ON	**LOCAL CIRCULATING NEWSPAPER; MUNICIPAL NOTICE BOARD; MUNICIPAL WEBSITE & E-PUBLICATION**		
	TENDER NO	**93/2026**		
TENDERS ARE HEREBY INVITED FOR THE	**APPOINTMENT OF SERVICE PROVIDER FOR SUPPLY, DELIVER, INSTALLATION, MAINTENANCE AND MANAGEMENT OF NEW REPROGRAPHIC EQUIPMENT FOR A PERID OF THREE (3) YEARS.**			
PUBLISHED DATE	**06/11/2026**	**CLOSING DATE**	**21/12/2026**	
CLOSING TIME	**No later than 12:00 am, tender will be opened immediately thereafter, in public at the JB Marks Local Municipality**			
AVAILABILITY OF TENDER DOCUMENTS				
Tender documents are obtainable from **Office 104, First Floor, Municipal Building, Dan Tloome Complex** during office hours (Mondays to Thursday 08:00 – 16:30 and Fridays 08:00 – 13:30) **Tel:** (018) 299 5160; **Fax** (018) 294 8203; **E-mail:** bsekolopo@jbmarks.gov.za		Printed copies of the tender documents are obtainable at a non-refundable fee, payable to a cashier at JB Marks Local Municipality, Revenue Section, Groud Floor, Municipal Building, Dan Tloome Complex.		
DATE AVAILABLE	**06/11/2026**	**NON-REFUNDABLE FEE:**	**FREE DOWNLOAD FROM E-TENDER**	

TENDER SUBMISSION RULES

1.Tenders are to be completed in accordance with the conditions and tender rules contained in the tender document

2. Tender document & supporting documents must be placed in a sealed envelope clearly marked "**APPOINTMENT OF SERVICE PROVIDER FOR SUPPLY, DELIVER, INSTALLATION, MAINTENANCE AND MANAGEMENT OF NEW REPROGRAPHIC EQUIPMENT FOR A PERID OF THREE (3) YEARS.** must be deposited in the tender box of the JB Marks Local Municipality, Supply Chain Management Unit, Wolmarans Street, Potchefstroom

3. Tenders may only be submitted on the tender document issued by the Municipality

4. Requirements for sealing, addressing, delivery, opening and assessment of tenders are stated in the tender document

5. Important note: A valid Tax Clearance Certificate and certified copies of directors and owners identity documents must be submitted with the tender documentation

6. VAT must be included in all prices

7. No late tenders, tenders per facsimile or – e-mail and tenders per post will be accepted.

8. Council reserves the right to accept any tender or part thereof, and with the increase in price of any of the commodities, its purchase of those commodities from the specific tenderer will be considered and to determine the period of tenders to be awarded

9. It will be required from service providers to register on the Central Supplier Database (CSD) from the website **https://secure.csd.gov.za**

10. Tenders will not be considered should the prerequisites not met.

Tenders will be evaluated and adjudicated in terms of the Preferential Procurement Policy Framework Act (Act 5 of 2000), Regulations **2022**, and the JB Marks Local Municipality Supply Chain Management Policy, where **80** points will be allocated in respect of price and **20** points in respect of Specific Goals.

Compulsory Briefing Session Date: Time: Venue:	**N/A**
Preferential Procurement Regulations, 2022 – Local Content Requirement	

ANY ENQUIRIES REGARDING BIDDING PROCEDURES MAY BE DIRECTED TO

Section:	**Supply Chain Management**	**Section:**	**Corporate Support Services: Auxiliary Services**	
Contact Person	**Mr B Sekolopo/ Mrs B Mongale**	**Contact Person**	Mr K nyelimane	
Tel	**018 299 5162/5535**	**Tel**	076 260 3789	
E-mail	**bsekolopo@jbmarks.gov.za / mongales@jbmarks.gov.za**	**E-mail**	koketson@jbmarks.gov.za	
AUTHORISED BY:	**MUNICIPAL MANAGER: MR K KUMBE**	**NOTICE NO**	**93/2026**	**SPEAKERS OFFICE (ACHIEVES)**

TENDER SPECIFICATIONS:

Service providers are hereby invited to submit tenders for the **APPOINTMENT OF SERVICE PROVIDER FOR SUPPLY, DELIVER, INSTALLATION, MAINTENANCE AND MANAGEMENT OF NEW REPROGRAPHIC EQUIPMENT FOR A PERID OF THREE (3) YEARS.**

This tender will commence after the appointment, or if later, the effective date of implementation will be negotiated with the successful tenderer(s) on the same conditions as stipulated.

A brief outline of the history and practice profile must be provided with specific reference to experience in the following areas of specialization, namely:

SPECIFICATION & SCHEDULE/BILL OF QUANTITIES

SPECIFICATIONS

APPOINTMENT OF SERVICE PROVIDER FOR SUPPLY, DELIVER, INSTALLATION, MAINTENANCE AND MANAGEMENT OF NEW REPROGRAPHIC EQUIPMENT FOR A PERID OF THREE (3) YEARS

1. PROJECT SCOPE

The scope of work shall include the following:

- Photocopier and printing services at all municipal buildings
- Supply, install and configuring of printing machines
- Maintenance support
- User training
- Onsite Dedicated Technical staff

1. SCOPE OF WORKS

OUTPUT SPEED OF 40PPM COLOUR MFP
FIRST COPY TIME: LESS THAN 7,2 SECONDS
ZOOM: FROM 25%-400% IN 1% STEPS
320 HDD AS STANDARD, 2 GB RAM
AUTOMATIC REVERSING DOCUMENT FEEDER AS STANDARD 100 SHEET DUPLEXING DOCUMENT FEERDER, 7'' Touch Screendisplay
PRINT, COPY, SCAN
PAPER SIZES: A4-A6
PAPER WEIGHT:60-220 GSM
DUPLEX UNIT AS STANDARD
TEC RATING : 0,34 KWH AND LESS
PRINT LANGUAGE:PCL5c;PCL6;POSTSCRIPT3(EMULATION);PDF DIRECT (EMULATION)
NETWORK PROTOCOL:TCP/IP (IP v4 ,IP v6)
MOBILE PRINTING: APPLE AIRPRINT, MOPRIA, GOOGLE CLOUD PRINT, NFC
PRINT RESOLUTION : 1200 X 1200DPI
10 000 MONTHLY VOLUME
COLOUR SCANNING : 80 IPM
MAXIMUM PRINT VOLUME PM:20 000 PAGES
DUTY CYCLE : 200 000 PRINTS
MANAGE PRINT SOLUTION:

C2.2 BILL OF QUANTITIES

PRINTERS SPECIFICATIONS

DISCRUPTION (DESKTOP)	**QUANTITY**	**Unit Price**	**Total Price Exc Vat**
OUTPUT SPEED OF 40PPM COLOUR MFP	10		
FIRST COPY TIME: LESS THAN 7,2 SECONDS			
ZOOM: FROM 25%-400% IN 1% STEPS			
320 HDD AS STANDARD, 2 GB RAM			
AUTOMATIC REVERSING DOCUMENT FEEDER AS STANDARD 100 SHEET DUPLEXING DOCUMENT FEERDER, 7'' Touch Screendisplay			
PRINT, COPY, SCAN			
PAPER SIZES: A4-A6			
PAPER WEIGHT:60-220 GSM			
DUPLEX UNIT AS STANDARD			
TEC RATING : 0,34 KWH AND LESS			
PRINT LANGUAGE:PCL5c;PCL6;POSTSCRIPT3(EMULATION);PDF DIRECT (EMULATION)			
NETWORK PROTOCOL:TCP/IP (IP v4 ,IP v6)			
MOBILE PRINTING: APPLE AIRPRINT, MOPRIA, GOOGLE CLOUD PRINT, NFC			
PRINT RESOLUTION : 1200 X 1200DPI			
10 000 MONTHLY VOLUME			
COLOUR SCANNING : 80 IPM			
MAXIMUM PRINT VOLUME PM:20 000 PAGES			
DUTY CYCLE : 200 000 PRINTS			
MANAGE PRINT SOLUTION:			
CENTRALLY DEVICE MANAGEMENT,DEVICE MANAGEMENT ACROSS THE LOCATION			
GENERATE IMMEDIATE REPORTS, PRICING TABLE MANAGEMENT			
TRACKING AND MONITORING ACROSS THE FLEET			
OUTPUT MANAGEMENT WITH ABILITY TO REDACT PERSONAL INFORMATION			
HELP DESK FOR 1ST LINE CUST AND TECH SUPPORT			
REMOTE ASSISTANCE THROUGH DEVICE SMART PANNEL			
WIFI CONNECTION EMBEDDED, CABLING FOR CONNCETION NOT NEEDED			
DISCRUPTION (MEDIUM VOLUME)	**QUANTITY**		
OUTPUT SPEED OF 30PPM MONO MFP	20		
FIRST COPY TIME: LESS THAN 7,2 SECONDS			
ZOOM: FROM 25%-400% IN 1% STEPS			
320 HDD AS STANDARD, 2 GB RAM			
AUTOMATIC REVERSING DOCUMENT FEEDER AS STANDARD			
PRINT, COPY, SCAN			
PAPER SIZES: A4-A3			
PAPER WEIGHT:60-220 GSM			
DUPLEX UNIT AS STANDARD			
TEC RATING : 0,34 KWH AND LESS			
PRINT LANGUAGE:PCL5c;PCL6;POSTSCRIPT3(EMULATION);PDF DIRECT (EMULATION)			
NETWORK PROTOCOL:TCP/IP (IP v4 ,IP v6)			

MOBILE PRINTING: APPLE AIRPRINT, MOPRIA, GOOGLE CLOUD PRINT, NFC			
PRINT RESOLUTION : 1200 X 1200DPI			
COLOUR SCANNING : 80 IPM			
MAXIMUM PRINT VOLUME PM:20 000 PAGES			
DUTY CYCLE : 2 00 000 PRINTS			
MANAGE PRINT SOLUTION:			
CENTRALLY DEVICE MANAGEMENT,DEVICE MANAGEMENT ACROSS THE LOCATION			
GENERATE IMMEDIATE REPORTS, PRICING TABLE MANAGEMENT			
TRACKING AND MONITORING ACROSS THE FLEET			
OUTPUT MANAGEMENT WITH ABILITY TO REDACT PERSONAL INFORMATION			
HELP DESK FOR 1ST LINE CUST AND TECH SUPPORT			
REMOTE ASSISTANCE THROUGH DEVICE SMART PANNEL			
WIFI CONNECTION EMBEDDED, CABLING FOR CONNCETION NOT NEEDED			
MONTLY VOLUME 20 000 PER MONTH			
DISCRUPTION (HIGH VOLUME)	**QUANTITY**		
OUTPUT SPEED OF 65 PPM	65		
FIRST COPY TIME:LESS THAN 4 SECONDS			
ZOOM: FROM 25%-400% IN 1% STEPS			
PRINTER RAM:2GB RAM AND 320 GB HDD AS STANDARD			
AUTOMATIC REVERSING DOCUMENT FEEDER AS STANDARD			
PRINT,COPY,SCAN			
3000 SHEET FINISHER , 50 PAGES MULTI POSITION STAPLE			
LCT TANDEM TRAY			
PAPER CAPACITY:3200 sheets			
PAPER SIZES:SRA3,A3,A4,A5,B4,B5,B6(BANNER PRINTING 320MM X 1,260MM{BYPASS}			
PAPER WEIGHT:60-300 GSM			
DUPLEX UNIT AS STANDARD			
TEC RATING : 1.8KWH AND LESS			
POWER CONUMTION:MAX 1.7W,READY MODE 47,6W,SLEEP MODE 0.55W			
PRINT RESOLUTION: 1200 X 1200 DPI			
MOBILE PRINTING: APPLE AIRPRINT, MOPRIA, GOOGLE CLOUD PRINT, NFC			
PRINT LANGUAGE:PCL5c;PCL6;POSTSCRIPT3(EMULATION);PDF DIRECT (EMULATION)			
SMART OPERATION PANEL:10.1 INCH TILTABLE TOUCH SCREEN			
PRINT FROM:SD AND USB AS STANDARD			
EMBEDDED SCAN SPEED: 120 IPM SIMPLEX, 240 IPM DUPLEX			
COLOUR SCANNING RESOLUTION :1200dpi X 1200dpi			
SCAN TO: EMAIL,SMB,FTP,URL			
DUPLEX SCANNING			
MAXIMUM PRINT VOLUME PM:20 000 PAGES			
DUTY CYCLE:2 000 000 PAGES			
MANAGE PRINT SOLUTION COMPITABLE			
CENTRALLY DEVICE MANAGEMENT,DEVICE MANAGEMENT ACROSS THE LOCATION OPTIONAL			
GENERATE IMMEDIATE REPORTS, PRICING TABLE MANAGEMENT			

TRACKING AND MONITORING ACROSS THE FLEET			
OUTPUT MANAGEMENT WITH ABILITY TO REDACT SENSITIVE INFORMATION			
HELP DESK FOR 1ST LINE CUST AND TECH SUPPORT			
REMOTE ASSISTANCE THROUGH DEVICE SMART PANNEL			
DISCRUPTION (PRODUCTION HIGH END VOLUME)	**QUANTITY**		
OUTPUT SPEED OF 80PPM	2		
TECHNOLOGY:4-DRUM DRY ELECTROSTATIC TRANSFER			
FUSING:OIL-LESS,BELT FUSING METHOD			
PRINT, COPY, SCAN.			
AUTO DUPLEX LONG SHEET PRINTING UP TO 700MM,SIMPLEX UP TO 1260MM			
FIERY SYSTEM VERSION: FS300 PRO			
CPU: INTEL i5-6500(3.2GHz UP TO 3.6GHz WITH TURBO)			
MEMORY: 8GB (4GB X 2)			
HDD:1 TB			
OPERATING SYSTEM: WINDOWS 10 ENTERPRISE SYSTEMS X64			
PAPER WEIGHT DUPLEX:52-360 GSM			
PAPER INPUT CAPACITY: 6500 PAGES			
EXTENSIVE ONBOARD MEDIA LIBRARY			
DECURL UNIT FOR SHORT GRAIN AND LIGHT MEDIA			
PRINT RESOLUTION: 2400 X 4800 DPI			
LIFE SPAN:14,400,000 PAGES			
MAXIMUM PRINT VOLUME PM:400 000 PAGES			
DUTY CYCLE:650 000 PAGES			
BOOKLET FINISHER:,3000SHEETS FINISHER 80 SHEETS STAPLE			
FOLDING UNIT, CURL CORRECTION UNIT, INSERTER, STATUS INDICATOR			
DIRECT TO GARMENT PRINT OPTION ANF FIERY			
MH2420 INDUSTRIAL GRADE PIEZO-ELECTRIC DROP ON DEMAND PRINT HEADS, LARGE CAPACITY TRAY			
INK CHANNELS:3			
MAINTANANCE FEATURE: AUTOMATED PRINTHEAD CLEANING SYSTEM, EFI STANDARDS AND PANTONE			
COLOURS:C,M,Y,K			
• Sheet Capacity: 20 sheets per pass • Cut Type & Size: Micro-cut, 2 × 12 mm • Security Level: P-5 (produces 2,000+ particles per A4 sheet) • Run Time: Up to 25 minutes continuous shredding • Bin Capacity: 30-liter pull-out waste bin • Features & Capabilities • Materials Shredded: Paper, staples, small paperclips, and credit cards • Jam Prevention: 100% Jam Proof system • Safety Technology: SafeSense® technology stops shredding when hands touch the paper entry • Smart Tech: IntelliBAR™ feedback technology to maximize performance • Dimensions: 590(h) × 419(w) × 299(d) mm • Warranty: 3-year machine warranty and 5-year cutter warranty	**QUANTITY** **14**		
		SUB-TOTAL	
		VAT	
		TOTAL	

Should any of the returnable documents stated not be attached to this bid document, your bid will be declared invalid.

No	RETURNABLE DOCUMENTS	√/x
1	Proof of Central Suppliers Database (CSD) registration	
2	C.K Document/s	
3	Certified ID copies of company directors	
4	Recent Statement of Municipal rates and taxes or municipal service charges for both the Director and the Company(Must not be 3 or more months in arrears)	
5	Proof of registration with Printing SA (by the company or Director of the Company)	
6	Bank rating letter	
7	Copy of 3 years audited financial statements (AFS)	

The JB Marks LM reserves the right to increase or decrease the quantity.

SPECIAL REQUIREMENTS:

1. **ALL BIDDERS MUST PLEASE MAKE SURE THAT THEY KNOW WHAT THEY ARE PRICING FOR.**
2. **FAILURE TO PRICE FOR ALL ITEMS WILL DISQUALIFY YOUR TENDER.**

NOTE: SUCCESSFUL BIDDERS MUST PROVIDE THEIR OWN EQUIPMENT.

The following compulsory documents must be accompanied with the tender or proposals and failure to provide such documentation shall constitute automatic disqualification:

FUNCTIONALITY CRITERIA

The following Functionality Criteria will apply to this bid:

Only bidders who will score a minimum score of 80 points in respect of the following functionality criteria will be recommended for short listing. 100 points are allocated for functionality. The quality criteria and maximum score in respect of each of the criteria are as follows:

No.	Quality criteria	Evaluation requirements and supporting documents	Maximum points
1	Technical approach and methodology	Submit an approach paper demonstrating an understanding of the scope of work, proposed methodology and service-delivery approach. Non-OEM dealers must provide proof of the required Platinum status. Bidders must demonstrate at least 3 years of relevant government experience.	5
2	Work plan and implementation timeframe	Submit a work plan indicating how the project will be implemented within five working days after appointment, together with a signed commitment letter.	10
3	Technical Manager qualifications and experience	Submit the Technical Manager's CV, certified IT Diploma at NQF Level 6 or equivalent, and evidence of at least 10 years of ICT experience.	10
4	Contract Manager qualifications and experience	Submit the Contract Manager's CV, certified Law Degree at NQF Level 7 or equivalent, a certificate in contract drafting and interpretation, and evidence of at least 10 years of relevant experience.	10
5	Printer technicians	Submit CVs and certified qualifications or OEM accreditation for at least five OEM-certified printer technicians. Failure to meet the minimum requirement results in zero points for this criterion.	10
6	Relevant project experience	Submit at least 10 appointment letters for comparable projects completed or undertaken within the preceding eight years. At least seven letters must relate to projects within North West Province. Failure to meet the minimum requirement results in zero points for this criterion.	50
7	Fleet availability	Submit RC1 registration documents and valid MVL1 licence documents for at least five bakkies available for contract execution. Failure to meet the minimum requirement results in zero points for this criterion.	5
	TOTAL FUNCTIONALITY SCORE	Maximum possible score (Ms)	100

PRICING EVALUATION REQUIREMENTS:

- Evaluation of Tenders will be using a point 80/20 Preference Point System.
- The client using the system as set out in the Preferential Procurement Regulations 2022 will adjudicate responsive Tenders. Points are awarded on the basis of**:**

All the bids will be evaluated using price and specific goals and also in terms of 80/20 preference point system as follows:

SUPPLY CHAIN POLICY USING 80/20 PREFERENCE POINT SYSTEM

		MAXIMUM POINTS TO BE ALLOCATED	POINTS CLAIMED BY BIDDER	ALLOCATED POINTS
PRICE AND COMPETENCE GOALS (80 POINTS)	**PRICE**	**80**		
	SUB TOTAL	**80**		
EQUITY PROMOTION GOALS (20 POINTS)				
	SPECIFIC GOALS	20		
	SUB TOTAL	**20**		
	TOTAL	**100**		

MBD 3.1

PRICING SCHEDULE – FIRM PRICES (PURCHASES)

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

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

NAME OF BIDDER		**TENDER NO**	**91/2026**
CLOSING DATE	**21/12/2026**	**CLOSING TIME**	**12:00**

OFFER TO BE VALID FOR 120 DAYS FROM THE CLOSING DATE OF BID.

- Required by: Ms Thabelo Muobeleni

- At: Potchefstroom

- 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

FORM OF OFFER AND ACCEPTANCE

COMPULSORY TO COMPLETE

TENDER NO.: 91/2026: APPOINTMENT OF SERVICE PROVIDER FOR SUPPLY, DELIVER, INSTALLATION, MAINTENANCE AND MANAGEMENT OF NEW REPROGRAPHIC EQUIPMENT FOR A PERID OF THREE (3) YEARS

OFFER

The Employer, identified in the acceptance signature block, has solicited offers to enter into a contract for the procurement of:

TENDER 91/2026: APPOINTMENT OF SERVICE PROVIDER FOR SUPPLY, DELIVER, INSTALLATION, MAINTENANCE AND MANAGEMENT OF NEW REPROGRAPHIC EQUIPMENT FOR A PERID OF THREE (3) YEARS the Supplier, identified in the acceptance signature block, has examined the documents listed in the Tender data and addenda thereto as listed in the returnable schedules, and by submitting this offer has accepted the conditions of Tender.

By the representative of the Supplier, deemed to be duly authorized, signing this part of this form of offer and acceptance, the Supplier offers to perform all of the obligations and liabilities of the contractor under the contract, including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the conditions of Tender identified in the Tender data. **AS PER PRICING SCHEDULE** This offer may be accepted by the employer by signing the acceptance part of this form of offer and acceptance, and returning one copy of this document to the supplier before the end of the period of validity stated in the Tender data, whereupon the supplier becomes the party named as the contractor in the contract identified in the Tender data.

Signature(s) ……..

Name(s) ……

Capacity ……

Company Name …….....……...……..……

Address ……..……

……..……

……..

ACCEPTANCE

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

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

Signature(s) ……..……..

Name(s) ……..……..

Capacity ……..……..

For the

Employer ……..……..……..……

……..

(Name and address of organization)

Date: ……

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 authorized representative declare their position in relation to the evaluating/adjudicating authority.	
3	**In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**	
3.1	Full Name of bidder or his / her representative: ……	
3.2	Identity number: ……	
3.3	Position occupied in the Company (director, trustee, shareholder[2]): ……	
	Company Registration Number: ……	
3.4	Tax Reference Number: ……	
	VAT Registration Number: ……	
3.5	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.	
3.6		
3.7		
3.8	Are you presently in the service of the state?*	Yes / No
	If yes, furnish the following particulars:	
3.8.1	Name of person / director / trustee / shareholder member: ……	
	Name of state institution at which you or the person connected to the bidder is employed: ……	
	Position occupied in the state institution: ……	
	Any other particulars: …… ……	

3.9	Have you been in the service of the state for the past twelve months? If so, furnish particulars. …….. ……..	Yes / No
3.10 **3.10.1**	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? If yes, furnish the following particulars: Name of person: …… Name of state institution at which you or the person connected to the bidder is employed: …….. Position occupied in the state institution: …….. Any other particulars: …… ……..	Yes / No
3.11 **3.11.1**	Are you aware of any relationship (family, friend, other) between the bidder and any person in the service of the state who may be involved with the evaluation and or adjudication of this bid? If yes, furnish the following particulars: If yes, furnish the following particulars: Name of person / director / trustee / shareholder / member: ……..…… Name of state institution at which you or the person connected to the bidder is employed: …….. Position occupied in the state institution: ……..…… Any other particulars: …… ……..……...	Yes / No
3.12 **3.12.1**	Are any of the company's directors, managers, principal shareholders or stakeholders in the service of the state? If yes, furnish the following particulars: Name of person / director / trustee / shareholder / member: …… Name of state institution at which you or the person connected to the bidder is employed: …….. Position occupied in the state institution: ……..…… Any other particulars: ……..……. ……..……..	Yes / No
3.13 **3.13.1**	Is any spouse, child or parent of the company's directors, trustees, managers, principle shareholders or stakeholders in the service of the state? If yes, furnish the following particulars: Name of person / director / trustee / shareholder / member: …… Name of state institution at which you or the person connected to the bidder is employed: …….. Position occupied in the state institution: ……..…… Any other particulars: …… ……..……	Yes / No

3.14 **3.14.1**	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? If yes, furnish particulars:…….. ……	Yes / No

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

THE FOLLOWING INFORMATION IS COMPULSORY TO COMPLETE

Full Name	Identity Number	Individual Tax Number for each Director	State Employee Number / Persal Number

The contract will be automatically cancelled if there is a conflict of interest which is not disclosed by the bidder.

..... **.....**

Signature **Date**

..... **.....**

Capacity **Name of the bidder**

[1] MSCM Regulations: "in the service of the state" means to be -
(a) a member of –
(i) any municipal council;
(ii) any provincial legislature; or
(iii) the National Assembly or the National Council of Provinces;
(b) a member of the board of directors of any municipal entity;
(c) an official or any Municipality or municipal entity;
(d) an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);
(e) a member of the accounting authority of any national or provincial entity; or
(f) an employee of Parliament or a provincial legislature.

[2] "Shareholder" means a person who owns shares in the company and is actively involved in the management of the company or business and exercise control over the company.

PREFERENCE POINTS CLAIM FORM

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

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

NB: BEFORE COMPLETING THIS FORM, BIDDERS 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

1.2 To be completed by the organ of state

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

b) 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.

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
Total points for Price and SPECIFIC GOALS	**100**

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

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

2. DEFINITIONS

(a) **"tender"** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;

(b) **"price"** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;

(c) **"rand value"** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

(d) **"tender for income-generating contracts"** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result

in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and

(e) **"the Act"** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

3.1.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

80/20

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

3.2. **FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT**

3.2.1. **POINTS AWARDED FOR PRICE**

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

80/20

$$Ps = 80\left(1 + \frac{Pt - P\,max}{P\,max}\right)$$

Where

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

4. POINTS AWARDED FOR SPECIFIC GOALS

4.1. 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 below as may be supported by proof/ documentation stated in the conditions of this tender:

4.2. 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 80/20 preference point system

Table 1: Specific goals for the tender and points claimed are indicated per the table below.

Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Proof of Documents	Number of points (To be completed by the tenderer)
1. HDI (BLACK PERSON)	10	1. CERFTIFIED ID COPY TO PROOF AGE	
2. YOUTH	2	2. CERTIFIED ID COPY AND CSD MUST BE USED AS PROOF OF GENDER	
3. FEMALE	1	3. CERTIFIED ID COPY	
4. DISABLED	1	4. A MEDICAL REPORT AND FUNCTIONAL ASSESSMENT REPORT BY A MEDICAL PRACTITIONER MEDICAL REPORT AND FUNCTIONAL ASSESSMENT REPORT, BY A MEDICAL PRACTITIONER RECOGNISED BY SASSA, CONFIRMING YOUR DISABILITY	
5. JB MARKS	4	5. MUNICIPAL WATER & LIGHTS ACCOUNT OR LEASE AGREEMENT OLDER THAN 6 MONTHS WITH PROOF OF PAYMENT TO LANDLORD	
6. DR KK	2	6.MUNICIPAL WATER & LIGHTS ACCOUNT OR LEASE AGREEMENT OLDER THAN 6 MONTHS WITH PROOF OF PAYMENT TO LANDLORD	
TOTAL SPECIFIC GOALS	**20**	**TOTAL**	

NB. The contractor must attach proof

DECLARATION WITH REGARD TO COMPANY/FIRM

a. Name of company/firm…….

b. Company registration number: ……...

c. 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]

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

i) The information furnished is true and correct;

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

iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;

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

(a) Disqualify the person from the tendering process;

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

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

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

(e) Forward the matter for criminal prosecution, if deemed necessary.

…….

SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME: …….

CONTRACT FORM – PURCHASE OF GOODS / SERVICES

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

PART 1 (TO BE FILLED IN BY THE BIDDER)

I the undersigned (Full names .....) duly authorized thereto hereby undertake to supply all or any of the goods and/or services described in the attached bidding documents to **JB Marks Local Municipality** (the Local Municipality) in accordance with the requirements and specifications stipulated in bid number **91/2026: APPOINTMENT OF SERVICE PROVIDER FOR SUPPLY, DELIVER, INSTALLATION, MAINTENANCE AND MANAGEMENT OF NEW REPROGRAPHIC EQUIPMENT FOR A PERID OF THREE (3) YEARS** at the price/s quoted. The offer/s remains binding upon me/ the Company/ Close Corporation and open for acceptance by the **Municipality** during the validity period indicated and calculated from the closing time of bid.

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

(i) Bidding documents, *viz*
- Invitation to bid;
- Tax clearance certificate;
- Pricing schedule(s);
- Technical Specification(s);
- Preference points for specific goals.
- Declaration of interest;
- Declaration of bidder's past SCM practices;
- Certificate of Independent Bid Determination;
- Special Conditions of Contract;

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

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

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

3. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me/the Company/Close Corporation under this agreement as the principal liable for the due fulfilment of this contract.

4. I declare that I/the Company/Close Corporation have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.

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

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

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

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

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

his/ her capacity as …….....duly authorised thereto **according to a Directors/ Members resolution of which a copy is attached)**

SIGNED AT ……**ON THIS**…….. **DAY OF**…… **2026**

SIGNATURE……..

CAPACITY……...

WITNESSES
1……..
2……..

CONTRACT FORM – PURCHASE OF GOODS / WORKS

PART 2 (TO BE FILLED IN BY THE MUNICIPALITY)

I _____in my capacity as _____ accept your bid under reference number **TENDER 91/2026: APPOINTMENT OF SERVICE PROVIDER FOR SUPPLY, DELIVER, INSTALLATION, MAINTENANCE AND MANAGEMENT OF NEW REPROGRAPHIC EQUIPMENT FOR A PERID OF THREE (3) YEARS** dated …….. for the supply of goods/services indicated hereunder and/or further specified in the annexure(s).

1. An official order indicating delivery instructions is forthcoming.

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

ITEM NO.	**PRICE (ALL APPLICABLE TAXES INCLUDED)**	BRAND	**DELIVERY PERIOD**	**TOTAL POINTS FOR PRICE AND SPECIFIC GOALS**	**MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)**

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

SIGNED AT…… **ON THIS** …….. **DAY OF** …… ……..**2026**

SIGNATURE …….

NAME (PRINT) **KW KUMBE**

MUNICIPAL MANAGER

OFFICIAL STAMP

WITNESSES

1……

2……

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

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

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the *audi alteram partem* rule was applied). **The Database of Restricted Suppliers now resides on the National Treasury's website (www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.**	Yes ☐	No ☐
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? **The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.**	Yes ☐	No ☐
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes ☐	No ☐
4.3.1	If so, furnish particulars:		
4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes ☐	No ☐
4.4.1	If so, furnish particulars:		

CERTIFICATION

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

MBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

1 This Municipal Bidding Document (MBD) must form part of all bids[1] invited.

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

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

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

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

5. In order to give effect to the above, the attached Certificate of Bid Determination (MBD9) must be completed and submitted with the bid:

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

[2] Bid rigging (or collusive bidding) occurs when businesses, that would otherwise 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**:91/2026: APPOINTMENT OF SERVICE PROVIDER FOR SUPPLY, DELIVER, INSTALLATION, MAINTENANCE AND MANAGEMENT OF NEW REPROGRAPHIC EQUIPMENT FOR A PERID OF THREE (3) YEARS** in response to the invitation for the bid made By **JB MARKS 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[3] will not be construed as collusive bidding.

7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:

   (a) prices;

   (b) geographical area where product or service will be rendered (market allocation)

   (c) methods, factors or formulas used to calculate prices;

   (d) the intention or decision to submit or not to submit, a bid;

   (e) the submission of a bid which does not meet the specifications and conditions of the bid; or

   (f) bidding with the intention not to win the bid.

8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.

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

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

..... **.....**

Signature **Date**

..... **.....**

Position **Name of the Bidder**

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

AUTHORITY OF SIGNATORY

Details of person responsible for Tender process:

Name	
Contact number	( )
Address of office submitting the TENDER	
Telephone no	( )
Fax no	( )
E-mail address	

Signatories for close corporations and companies shall confirm their authority by attaching to this form a **duly signed and dated original or certified copy** of the relevant resolution of their members or their board of directors, as the case may be.

"By resolution of the board of directors passed on *(date)*.....

Mr./Ms…….....has been duly authorized to sign all documents in connection with Tender number: **91/2026: APPOINTMENT OF SERVICE PROVIDER FOR SUPPLY, DELIVER, INSTALLATION, MAINTENANCE AND MANAGEMENT OF NEW REPROGRAPHIC EQUIPMENT FOR A PERID OF THREE (3) YEARS** *a*nd any Contract which may arise there from on behalf of

(BLOCK CAPITALS) .....…

SIGNED ON BEHALF OF THE COMPANY .....

IN HIS / HER CAPACITY AS .....

DATE .....

FULL NAMES OF SIGNATORY .....

AS WITNESSES 1. …….....

2. …….....

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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 provider, 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 provider 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 provider 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 provider and not involving the provider’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 provider 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 provider 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.

General Conditions of Contract	
	1.17 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place. 1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities. 1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service. 1.20 "Project site," where applicable, means the place indicated in bidding documents. 1.21 "Purchaser" means the organization purchasing the goods. 1.22 "Republic" means the Republic of South Africa. 1.23 "SCC" means the Special Conditions of Contract. 1.24 "Services" means 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 provider covered under the contract. 1.25 "Written" or "in writing" means hand-written in ink or any form of electronic or mechanical writing.
2. Application	2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services (excluding professional services related to the building and construction industry), sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents. 2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works. 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.
3. General	3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged. 3.2 Invitations to bid are usually published in locally distributed news media and in the institution's website.
4. Standards	4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.
5. Use of contract documents and information; inspection.	5.1 The provider 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 provider 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.

General Conditions of Contract		
	5.2	The provider shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
	5.3	Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the provider's performance under the contract if so required by the purchaser.
	5.4	The provider shall permit the purchaser to inspect the provider's records relating to the performance of the provider and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.
6. Patent rights	6.1	The provider shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.
	6.2	When a provider developed documentation / projects for the municipality or municipal entity, the intellectual, copy and patent rights or ownership of such documents or projects will vest in the municipality or municipal entity.
7. Performance security	7.1	Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
	7.2	The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the provider's failure to complete his obligations under the contract.
	7.3	The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms: (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or (b) a cashier's or certified cheque.
	7.4	The performance security will be discharged by the purchaser and returned to the provider not later than thirty (30) days following the date of completion of the provider's performance obligations under the contract, including any warranty obligations, unless otherwise specified.
8. Inspections, tests and analyses	8.1	All pre-bidding testing will be for the account of the bidder.
	8.2	If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the purchaser or an organization acting on behalf of the purchaser.
	8.3	If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.

General Conditions of Contract	
	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. 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 provider. 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected. 8.7 Any contract supplies may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the provider 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 providers cost and risk. Should the provider 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 provider. 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.
9. Packing	9.1 The provider shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit. 9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, and in any subsequent instructions ordered by the purchaser.
10. Delivery and documents	10.1 Delivery of the goods and arrangements for shipping and clearance obligations shall be made by the provider in accordance with the terms specified in the contract.
11. Insurance	11.1 The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified.
12. Transportation	12.1 Should a price other than an all-inclusive delivered price be required, this shall be specified.
13. Incidental services	13.1 The provider may be required to provide any or all of the following services, including additional services, if any: (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods; (b) furnishing of tools required for assembly and/or maintenance of the supplied goods; (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;

	(d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the provider of any warranty obligations under this contract; and (e) training of the purchaser's personnel, at the provider's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods. 13.2 Prices charged by the provider 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 provider for similar services.
14. Spare parts	14.1 As specified, the provider may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the provider: (a) such spare parts as the purchaser may elect to purchase from the provider, provided that this election shall not relieve the provider of any warranty obligations under the contract; and (b) in the event of termination of production of the spare parts: (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.
15. Warranty	15.1 The provider 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 provider 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 provider, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination. 15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise. 15.3 The purchaser shall promptly notify the provider in writing of any claims arising under this warranty. 15.4 Upon receipt of such notice, the provider shall, within the period specified and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser. 15.5 If the provider, having been notified, fails to remedy the defect(s) within the period specified, the purchaser may proceed to take such remedial action as may be necessary, at the provider's risk and expense and without prejudice to any other rights which the purchaser may have against the provider under the contract.
16. Payment	16.1 The method and conditions of payment to be made to the provider under this contract shall be specified. 16.2 The provider 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.

General Conditions of Contract	
	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 provider. 16.4 Payment will be made in Rand unless otherwise stipulated.
17. Prices	17.1 Prices charged by the provider for goods delivered and services performed under the contract shall not vary from the prices quoted by the provider in his bid, with the exception of any price adjustments authorized or in the purchaser's request for bid validity extension, as the case may be.
18. Increase / decrease of quantities	18.1 In cases where the estimated value of the envisaged changes in purchase does not exceed 15% of the total value of the original contract, the contractor may be instructed to deliver the revised quantities. The contractor may be approached to reduce the unit price, and such offers may be accepted provided that there is no escalation in price.
19. Contract amendments	19.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.
20. Assignment	20.1 The provider shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.
21. Subcontracts	21.1 The provider shall notify the purchaser in writing of all subcontracts awarded under these contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the provider from any liability or obligation under the contract.
22. Delays in the provider's performance	22.1 Delivery of the goods and performance of services shall be made by the provider in accordance with the time schedule prescribed by the purchaser in the contract.
	22.2 If at any time during performance of the contract, the provider or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the provider 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 provider's notice, the purchaser shall evaluate the situation and may at his discretion extend the provider'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.
	22.3 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the provider's point of supply is not situated at or near the place where the supplies are required, or the provider's services are not readily available.
	22.4 Except as provided under GCC Clause 25, a delay by the provider in the performance of its delivery obligations shall render the provider liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 22.2 without the application of penalties. 22.5 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the provider's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the provider.
23. Penalties	23.1 Subject to GCC Clause 25, if the provider 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.
24. Termination for default	24.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the provider, may terminate this contract in whole or in part:

	(a) if the provider 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 22.2; (b) if the provider fails to perform any other obligation(s) under the contract; or (c) if the provider, in the judgement of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract. 24.2 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 provider shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the provider shall continue performance of the contract to the extent not terminated. 24.3 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. 24.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the supplier as having no objection and proceed with the restriction. 24.5 Any restriction imposed on any person by the purchaser will, at the discretion of the purchaser, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the purchaser actively associated. 24.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information: (i) the name and address of the supplier and / or person restricted by the purchaser; (ii) the date of commencement of the restriction; (iii) the period of restriction; and (iv) the reasons for the restriction. These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector. 24.7 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.
25. Anti-dumping and counter-vailing duties and rights	25.1 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 favorable difference shall on demand be paid forthwith by the provider to the purchaser or the purchaser may deduct such amounts from moneys (if any) which may otherwise be due to the provider 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.

General Conditions of Contract	
26. Force Majeure	26.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the provider 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. 26.2 If a force majeure situation arises, the provider shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the provider 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.
27. Termination for insolvency	27.1 The purchaser may at any time terminate the contract by giving written notice to the provider if the provider becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the provider, 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.
28. Settlement of Disputes	28.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the provider 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. 28.2 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 provider may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party. 28.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law. 28.4 Notwithstanding any reference to mediation and/or court proceedings herein, (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and (b) the purchaser shall pay the provider any monies due the provider for goods delivered and / or services rendered according to the prescripts of the contract.
29. Limitation of liability	29.1 Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6; (a) the provider 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 provider to pay penalties and/or damages to the purchaser; and
	(b) the aggregate liability of the provider 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.
30. Governing language	30.1 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.
31. Applicable law	31.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified.
32. Notices	32.1 Every written acceptance of a bid shall be posted to the provider 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. 32.2 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.

General Conditions of Contract		
33. Taxes and duties	33.1	A foreign provider shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
	33.2	A local provider shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
	33.3	No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid SARS must have certified that the tax matters of the preferred bidder are in order.
34. Transfer of contracts	34.1	The contractor shall not abandon, transfer, assign or sublet a contract or part thereof without the written permission of the purchaser.
35. Amendment of contracts	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.

BID REQUIREMENTS OF JB MARKS LOCAL MUNICIPALITY

THE FOLLOWING PARTICULARS MUST BE FURNISHED. FAILURE TO DO SO MAY RESULT IN THE BID BEING DISQUALIFIED

CENTRAL SUPPLIER DATABASE (CSD) NO:
NAME OF BIDDER:
POSTAL ADDRESS:
STREET ADDRESS:

TELEPHONE: AREA CODE:	NUMBER
FACSIMILE: AREA CODE:	NUMBER

E-MAIL ADDRESS (IF AVAILABLE):
NAME OF CONTACT PERSON:
CELL PHONE NUMBER OF CONTACT PERSON:

Has a tax clearance certificate been submitted	YES / NO
Income Tax Number	
Name of taxpayer	
Identity number of taxpayer (if applicable)	
Employer's PAYE registration number (if applicable)	
Company or CC Registration No	
Are you the accredited representative in South Africa for the goods / services offered by you?	YES NO / NOT APPLICABLE

AUTHORISED SIGNATURE:
NAME:

CAPACITY:
DATE:

DATE **SIGNATURE OF TENDERER**

REQUIRED DOCUMENTATION

A PUBLIC COMPANY or SECTION 21 COMPANY

A certified copy of the company's Certificate of Incorporation (CM3).

If any changes had occurred in the board of Shareholders or Directors of the company since registration, a certified copy of the amended Certificate of Incorporation regarding the changes that were registered in the office of the Registrar of Companies must be obtained.

In the case of a Company, a resolution from the directors that the person who is appointed to sign the tender and SLA document is authorized to act on behalf of the Company. The full names, identity number and his/ her capacity must be included in the resolution.

A CLOSE CORPORATION

A certified copy of the Close Corporation's registration document. (CK1 & CK2).

If any changes had occurred in the Membership of the Close Corporation since registration, a certified copy of the amended Registration Certificate regarding the changes in membership that were registered in the office of the Registrar of Companies must be obtained. In the case of a Close Corporation, a resolution from the members that the person who is appointed to sign the tender and SLA document is authorized to act on behalf of the Close Corporation. The full names, identity number and his/ her capacity must be included in the resolution.

A TRUST

A certified copy of the Trust deed (document) as well as a letter of authority in the case of business trust.

A PARTNERSHIP

A certified copy of the Partnership Agreement.

A SOLE PROPRIETOR

A certified copy of the Owner's ID document.

In all cases, a valid Tax Clearance certificate is required.

Where necessary certified copies of other relevant registration certificates pertaining to the business as required by legislation.

The above documentation did not include necessarily all the documentation that may be needed by the Supply Chain department which must also be requested.