

LETSEMENG LOCAL MUNICIPALITY



REQUEST OF PROPOSAL : LETSEMENG LOCAL MUNICIPALITY HEREBY INVITES SUITABLY QUALIFIED SERVICE PROVIDERS TO SUBMIT REQUEST FOR PROPOSALS FOR APPOINTMENT TO A PANEL FOR LEGAL SERVICES FOR A PERIOD OF THREE (3) YEARS ON AN AS-AND-WHEN-REQUIRED.

REF	DESCRIPTION
LETS/LEGAL SERVICES/2026/2027	APPOINTEMENT OF A PANEL OF SERVICE PROVIDERS FOR LEGAL SERVICES FOR A PERIOD OF 3 YEARS ON AN AS-AND-WHEN REQUIRED .

Placement Date :05/08/2026

Closing Date :19/08/2026

Duly completed Proposal must be placed in a sealed envelope and clearly marked with the correct reference number and description for the attention of the Municipal Manager:

Letsemeng Local Municipality
P/BAG X 3
KOFFIEFONTEIN
9986

The Proposal must be placed in the tender box strictly on or before 12H00 on Monday, on the closing date as indicated above at the following address:

Reception Area (Ground Floor)
Letsemeng Local Municipality Offices,
7 Groottrek Street
Koffiefontein
9986.

Proposals must be submitted in the tender box as per the details above not later than closing date and time. Proposals received after the closing date and time; faxed; completed with erasable ink; incomplete or e-mailed will not be considered. **The following compulsory documents must be attached: Tax Compliance Status Pin, Municipal Rates and Taxes not owing for more than 3 months or Lease agreement for both Directors and a Company indicating who is responsible for the payment of Municipal Rates and Taxes, CSD Report and Company registration documents.** Proof of affiliation to a professional body related to the advert .

Proposals will be evaluated and adjudicated in line with the approved Supply Chain Management Policy of the Municipality 80/20 preference point system in line with the Preferential Procurement Policy Framework Act and supply chain regulations.

Firstly, the assessment of functionality will be done in terms of the evaluation criteria, A proposal which scores less than 60% for functionality will be regarded as non-responsive and will be disqualified.

Evaluation Criteria

Bidders are required to submit detailed information addressing the following:

- **Company Profile and Capability**
All relevant strengths and weaknesses of the service provider bidding for the services, including but not limited to similar previous experience, in-house technical skills, available resources, capacity, competitive advantages, and any other information that will assist Letsemeng Local Municipality in assessing the bidder's capabilities and capacity to deliver the required services.
- **Corporate Information**
A summary of the bidder's mission and vision statements, core values, and short-term and long-term strategic objectives.
- **Organisational Structure and Key Personnel**
An organogram or list of partners, managers, specialists, technicians, and support staff who will be assigned to the contract, together with detailed curriculum vitae (CVs) of personnel who will be available for the duration of the contract.
- **References**
A list of contactable references for previous and current municipalities where similar services were or are being rendered.
- **Methodology**
A clear overview of the proposed methodology and approach to be applied in executing the required services, including quality control measures, turnaround times, and reporting mechanisms.

Appointment and Second Stage (Panel Implementation)

- Service providers will be appointed to the panel for a period of three (3) years.
- The second stage of procurement will apply, whereby service providers will be requested to submit quotations as and when required.
- Appointments for Legal Services will be made on a rotation basis amongst the panel members, subject to compliance, availability, pricing, and performance.

The municipality is not bound to accept the lowest or any proposal and reserves the right to accept any proposal either wholly or a part thereof. Proposals should be valid for a period of not less than 90 days from closing date. Enquiries can be directed to the SCM Unit at 053 3300 217 during office hours



Mr Mbulelo Jaffa
Acting Municipal Manager

LETSEMENG LOCAL



MUNICIPALITY

To : Municipal Manager

From : Bid Specification Committee

Date : 07 August 2026

Subject : Bid Specification Report

**Project : APPOINTMENT OF A PANEL OF
SERVICE PROVIDERS FOR LEGAL AND ANCILLARY SERVICES**

Town : KOFFIEFONTEIN

Contract no. : 2026/27 LEGAL SERVICES

1. NATURE OF SERVICES REQUIRED

Tenders are hereby invited from suitably qualified and experienced law firms employing admitted attorneys, duly qualified individuals, and institutions other than law firms as provided in this tender to tender for the rendering of professional legal and ancillary services to the Letsemeng Local Municipality as required from time to time for a period of three (3) financial years.

The Municipality intends to establish a panel of attorneys, duly qualified individuals, and institutions other than law firms comprising eight (8) areas/ categories of law to render legal advisory and ancillary services in respect of the various categories of service as set out herein. Instructions for the rendering of legal services under areas of law.

The terms of reference as set out below, must be complied with.

The Municipality reserves the right to appoint any other service provider and is not bound by any appointment in terms of this tender should specialist services be required not provided for in these specifications.

2. CONTRACT DURATION

The envisaged commencement date for the required services is from the final award except as indicated otherwise. This is a multi-year tender; hence, the tender will run over three (3) financial years.

The tender rates must be fixed from date of award until year three .

3. SCOPE OF SERVICES REQUIRED

Services required are divided into the following eight (8) areas of law, each with its own subcategories, specifications and requirements as per paragraph 3.1 to 3.8 below. All areas of law include services related to Magistrate and Higher Courts litigation as well as other dispute resolution as and when required.

qualification (eligibility) and tenderers will be registered on the Municipal Panel of Attorneys for these areas of law.

3.1 General legal advisory services

3.1.1 Particulars of services required.

General legal services are required in the following categories of service:

- 3.1.1.1 Public and Municipal law;
- 3.1.1.2 Town Planning; Environmental and Property Law;
- 3.1.1.3 Construction Law;
- 3.1.1.4 Labour Law, inter alia Local Government Collective Agreement matters;
- 3.1.1.5 Supply Chain Management;
- 3.1.1.6 Commercial Law;
- 3.1.1.7 Intellectual Property;
- 3.1.1.8 Eviction Services (PIE and ESTA); and
- 3.1.1.9 Insurance Law

In respect of Eviction Services, it is to be noted that:

The Municipality require services of law firms who have extensive capacity and experience of eviction matters. In these matters the Municipality is either one of the respondents for the purposes of emergency housing provision in a matter between two private parties or an applicant for the eviction of an occupant from municipal property. The services inter alia entail:

- (a) Facilitating prescribed engagements between the municipality and other parties;
- (b) General litigation;
- (c) Tendering court appearances on behalf of the municipality as and when necessary;
- (d) Assisting with the preparation of housing reports to court;
- (e) Appointing of mediators or suitable senior counsel for High Court matters;
- (f) Assisting the municipality in interviewing respondents in municipal eviction matters;
- (g) Other services relating to eviction matters as required depending on the circumstances of each case.
- (h) In view of the nature of this service, it is essential that the appointed service providers must be well informed of the detail regarding the municipality's housing policies and housing projects. In view hereof as well as for continuity and practical considerations, the following objective criteria will apply to this category of work in terms of section 2(1)(f) of the Preferential Procurement Policy Framework Act (Act 5 of 2000).

Only bidders that have good knowledge of this service will be considered for appointment to the panel for this category of work.

In respect of Insurance Law, it is to be noted that:

The Municipality require services of law firms who have extensive capacity and experience of insurance law matters. More specifically in these matters the interests of the Municipality is to be protected when contracting with successful bidders where the bidder is to provide guarantees and insurance as per the applicable contract.

Note that this section does not apply to those matters for which the municipality's Insurer appoints its own legal representative to attend to matters where claims are instituted.

The service inter alia entails:

- (a) Ensuring that guarantees, insurance policy schedules and other relevant documents meet the requirements as set out in the tender document and SLA entered into with bidders.
- (b) Facilitating engagements between the municipality and other parties.
- (c) Other services relating to these matters as required depending on the circumstances of each matter.
- (d) In view of the nature of this service, it is essential that the appointed service providers must be well informed of industry norms, engineering contracts and the interaction thereof with insurance policies. In view hereof as well as for continuity and practical considerations, the following objective criteria will apply to this category of work in terms of section 2(1)(f) of the Preferential Procurement Policy Framework Act (Act 5 of 2000).

Only bidders that have good knowledge of the above insurance matters that practice in such field and rendered this service to the Letsemeng Local Municipality for other municipality, will be considered for appointment to the panel for this category of work.

3.1.2 Minimum requirements for this category of service

Only suitably qualified and experienced law firms employing admitted attorneys with relevant experience in the above categories of service will be considered.

A panel of service providers for each of the categories of service will be established.

Bidders are required to submit a memorandum setting out the qualifications, capacity and experience of each leading legal practitioner in a law firm who offers services in respect of any one or more of the above categories of service. See Annexure A hereof.

Bidders are also required to submit at least three (3) independent Bidder References. See Annexure B hereof. (These references should be submitted with the tender document on the closing date and time of tender).

Only qualified attorneys with manned offices will be considered for this service. Bidders are to note the content of paragraph 4.28 in this regard.

3.2 Drafting of By-laws and Policies

Please note that it is not a requirement for these practitioners to have manned operational offices in Letsemeng, nor is it a requirement that these practitioners must have a legal background, although it will be an advantage.

3.2.1 Particulars of services required (scope of service)

The appointed service provider is to provide the following services:

- (a) To evaluate, revise and either amend or re-write (where applicable) the current by-laws and/or policies and to ensure that these by-laws and/or policies comply with the requirements of the Constitution, with specific reference to Section 152 of the Constitution, as well as all other applicable legislation, including the Consumer Protection Act, 2008 (as amended);
- (b) Draft new by-laws and/or policies;
- (c) To liaise/consult with the directorates concerned regarding the respective by-laws and/or policies;
- (d) To submit reports to the necessary authority for approval of draft by-laws and/or policies;
- (e) To workshop with council and senior management for approval of draft by-laws and/or policies;
- (f) To consult, where necessary, with relevant role-players identified by the Municipality (e.g. the Department of Justice, Public Prosecution official and the South African Police Services), in an attempt to ensure effective law enforcement in terms of revised by-laws;
- (g) To effect possible amendments to draft by-laws (and/or policies) after the public participation process;
- (h) To provide final by-laws in electronic format, in both English and Afrikaans;
- (i) To conduct the training of relevant staff members on the content of amended by-laws and fine schedules and policies;
- (j) To assist the municipal administration in ensuring that the Municipal Code is amended/updated in accordance with instructions given under this section.

3.2.2 Minimum requirements for this category of service

- 3.2.2.1 Only duly qualified individuals, law firms or institutions other than law firms as provided in this tender with relevant experience in drafting by-laws and policies will be considered for this category.
- 3.2.2.2 Bidders are required to submit a memorandum setting out the qualifications, capacity and experience offering this service in respect of the above service. See Annexure A hereof.
- 3.2.2.3 Bidders are also required to submit at least three (3) independent Bidder References. See Annexure B hereof. (These references should be submitted with the tender document on the closing date and time of tender).

3.3 Specialist Practitioners

Please note that it is not a requirement for these practitioners to have manned operational offices in Letsemeng nor is it a requirement that these practitioners must have a legal background, although it will be an advantage.

3.3.1 Legal Services

Scope of services : Services are required from specialist practitioners/ institutions or law firms specialising in public and municipal law, municipal investigation services; Human Resources / Labour Law; Procurement Law; Environmental law; Commercial law as well as other areas with the focus on highly sensitive and confidential matters pertaining for instance to investigations into allegations of misconduct levelled at municipal staff. Also, to conduct investigations into auditor-general findings, fraud and corruption reported to Council and other internal reporting mechanisms as and when required.

Firms with the prescribed knowledge and experience as prescribed above, are invited to register on the Panel.

3.3.2 Minimum requirements for this category of service

3.3.2.1 Only duly qualified individuals, law firms or institutions other than law firms as provided in this tender with relevant experience in the above fields of expertise will be considered for this category.

3.3.2.2 Bidders are required to submit a memorandum setting out the qualifications, capacity and experience offering this service in respect of the above service. See Annexure A hereof.

3.3.2.3 Bidders are also required to submit at least three (3) independent Bidder References. See Annexure B hereof. (These references should be submitted with the tender document on the closing date and time of tender).

3.3.3 Forensic Services

Scope of Services: Specialist Forensic Auditors and Forensic Investigators must be enrolled with a Professional Registered Body and must produce written proof of their enrolment. Service Providers should demonstrate experience and expertise in conducting and managing forensic investigations at either private or public sector institutions. The allocated team/s must collectively possess the expertise to conduct investigations/forensic investigations. Also, to conduct investigations into auditor general findings, fraud and corruption reported to Council and other internal reporting mechanisms as and when required.

The following services will inter alia be required from service providers:

- a) To act as an independent suitably qualified and experienced service provider to conduct investigations.
- b) Liaise with the Office of the Municipal Manager, Internal Audit, Risk Management and Legal Services in order to co-ordinate activities and

processes.

- c) Identify instances of non-compliance with laws and legislation, policies and procedures as well as instances of fraud and corruption.
- d) Write and present comprehensive report(s) with appropriate findings, conclusions and recommendations based on the evidence gathered and present these to

appropriate forums. This includes progress reporting on matters when requested (at no cost).

- e) Include route-cause analysis and advise the Municipality of recommended course of action relating to remediation of control weaknesses that led to the potential fraud/mismanagement.
- f) In instances where irregularities or misconduct has been confirmed, recommend the appropriate course of action to be instituted by the Municipality.
- g) Provide support in subsequent disciplinary processes – eg. As witness leading evidence in disciplinary processes.
- h) Attend meetings as required by the Municipality (at no cost).

3.3.4 Minimum requirements for this category of service

- 3.3.4.1 Only duly qualified individuals, law firms or institutions other than law firms as provided in this tender with relevant experience in the above fields of expertise will be considered for this category.
- 3.3.4.2 Bidders are required to submit a memorandum setting out the qualifications, capacity and experience offering this service in respect of the above service. Bidders are to indicate their fee structure in line with their registered professional body. See Annexure A hereof.
- 3.3.4.3 Bidders are also required to submit at least three (3) independent Bidder References. See Annexure B hereof. (These references should be submitted with the tender document on the closing date and time of tender).
- 3.3.4.4 Proof of/documents confirming registration with a professional body should be submitted, thus Professional affiliation/membership – Association for Certified Fraud Examiners (ACFE)/ Institute for Commercial Fraud Practitioners (ICFP) Membership or an equivalent relevant Forensics Regulatory body. Either of the following will be accepted:
 - a) Confirmation of the individual's membership with ACFE/ICFP, on the ACFE/ICFP letterhead, or equivalent body; or
 - b) A copy of the individual's Membership Certificate from the ACFE/ICFP, or equivalent regulatory body.

3.4 Conveyancing and Notarial Registrations

3.4.1 Particulars of services required (scope of service)

Services are required in respect of all aspects of property law and conveyancing inter alia from preparation and signing of deeds/agreements, negotiation of final terms of the deeds/agreements, up to and including the registration of transfer of land and land rights (notarial registrations) in the

Deeds Office as well as bond cancellations, replacement of title deeds and other registrations and/or applications necessary and/or incidental to the transfer of property(ies). Transactions include the sale, acquisition (by agreement, expropriation or vesting transports) of land by the Municipality as well as the lease/use of property. Unless otherwise indicated, the purchaser will be responsible for all costs related to the relevant transactions.

The Municipality is involved in property transactions ranging from basic lease and sale transactions to advanced transactions such as expropriation and complicated commercial/industrial transactions. The latter transactions often include a range of planning, environmental and other development related legislative requirements. Conveyancers should have a good understanding of such legislation. Only qualified conveyancers who have experience of more advanced property transactions of the aforesaid nature will be considered for such transfers.

The Municipality will appoint only one (1) qualified conveyancer and one (1) qualified notary firm of attorneys to render conveyancing and notary services under the area of Conveyancing and Notarial Registrations as undertaken by the Municipality. The second highest bidder will be appointed as an alternative qualified conveyancer and notary firm of attorneys in case the highest bidder does not perform in accordance with the terms and conditions of the appointment.

3.4.2 Minimum requirements for this category of service

3.4.2.1 The Pricing Schedule (Annexure C) must be completed in respect of the conveyancer/s and notary in the bidding law firm offering a service.

3.4.2.2 Only qualified conveyancers and notaries with manned offices will be considered for this service. Bidders are to note the content of paragraph 4.28 in this regard.

3.4.2.3 A certificate/documents confirming admittance as a conveyancer and/or notary.

3.4.2.4 Bidders are required to submit a memorandum setting out the qualifications, capacity and experience of each leading legal practitioners for the above services required,
i.e. conveyancer and notary in a law firm who offers services in this category of service – see Annexure A hereof.

3.4.2.5 Bidders are also required to submit at least three (3) independent Bidder References. See Annexure B hereof. (These references should be submitted with the tender document on the closing date and time of tender).

3.5 Investigations in terms of Code of Conduct for Councillors

3.5.1 Particulars of service required

The Municipality requires the services of law firms with relevant experience in this category of service, to undertake investigations in terms of the Code of Conduct for Councillors as and when required by the Speaker. After investigation it may be required to act as initiator at hearings for councillors and to assist the chairperson of the Disciplinary Committee to prepare a report

with findings to Council for consideration.

3.5.2 Minimum requirements for this category of service

- 3.5.2.1 Only suitably qualified and experienced law firms employing admitted attorneys with relevant experience in investigating transgressions in terms of the Code of Conduct for Councillors and initiator services will be considered.
- 3.5.2.2 Bidders are required to submit a memorandum setting out the qualifications, capacity and experience of each leading legal practitioners in a law firm who offers services in respect of any one or more of the above categories of service. See Annexure A hereof.
- 3.5.2.3 Bidders are also required to submit at least three (3) independent Bidder References. See Annexure B hereof. (These references should be submitted with the tender document on the closing date and time of tender).

3.6 DEBT COLLECTION

Particulars of service required (scope of services)

- 3.6.1 The Letsemeng Local Municipality has an approved Credit Control and Debt Collection Policy and may in terms thereof and read with other legislation, embark on its own debt collection actions, thus exhausting any internal measures before taking legal action against debtors.
- 3.6.2 The Municipality requires the services of an attorney to perform debt collection services, to ensure that monies due and payable to the Municipality are duly collected and to provide legal assistance in incidental matters. These services, amongst others, include the following:
- 3.6.2.1 SMS/WhatsApp (phone); telephone calls, correspondence (e.g. Email or letter), Letter of Demand, Summons, Judgments, Credit Listing, Attachment, Court Appearance; and Sale in Execution.
 - 3.6.2.2 Investigation of municipal data and documentation which is required to institute legal action against debtors.
 - 3.6.2.3 Do own investigation on properties when necessary.
 - 3.6.2.4 Representing the Municipality in court, as part of the debt collection process.
 - 3.6.2.5 Taking the necessary action against debtors placed under administration or debt review and act on behalf of the Municipality in business rescue and liquidation matters and in executions where the Municipality has a vested interest.

- 3.6.2.6 The ability to trace debtors as part of the collection process, provided that this service is supplied on a “no trace no charge” basis.
- 3.6.2.7 The successful tenderer will be required to assist with the interpretation and implementation of relevant current, new or amended legislation, as and when required and therefore should have sound knowledge, experience and a proven success record in litigation and debt collection.
- 3.6.2.8 The successful tenderer must assess and report to the Municipality on the prospects and cost effectiveness of the recovery of debt.
- 3.6.2.9 The successful tenderer must prepare monthly progress reports on each debt handed over, confirming debtor and property inspection physically, as well as any other necessary reporting aspects as may be required by the Municipality, which will have to be provided electronically on a prescribed Excel Worksheet to the municipality (at no cost to the Municipality or debtor). This report must be discussed with the Municipality at weekly feedback meetings (without charge).
- 3.6.2.10 All monies collected (payments received) on behalf of the Municipality, must be received on the municipal financial system and paid in directly to the Municipality’s primary bank account. Note that a remote login to the municipal financial system and any other system that may be required to perform the required to function as outlined in this section will be provided by the Municipality. The municipal computer infrastructure is virtual running on cloud. For queries regarding the IT requirements of this section, Mr Obakeng Seekoei, the IT :Manager can be contacted.
- 3.6.2.11 The successful tenderer must provide a reconciliation and deposit reports to the Municipality.
- 3.6.2.12 Any other debt collection related matter at the sole discretion of the Municipality.
- 3.6.2.13 The successful tendered must have the necessary infrastructure and have sufficient experience in the effective handling of bulk debt collection for large institutional clients.
- 3.6.2.14 The successful tendered must have adequate staff with the necessary skills and relevant experience acceptable to the Municipality, and capacity to perform duties.

- 3.6.2.15 The successful tenderer must conduct its business during the business hours of the Municipality and must be easily accessible to debtors and municipal staff.

3.6.2.16 The successful tenderer must operate an acceptable electronic process when providing the following:

3.6.2.16.1 submission of all costs incurred and all payments received from debtors;

3.6.2.16.2 the creation of a payment and fees file in a predetermined electronic format;

3.6.2.16.3 the successful tenderer must prepare monthly progress reports on each debt handed over and on the highest debtors, which will have to be provided electronically in the format as prescribed by the Municipality.

3.6.3 The data required will inter alia be as follows:

(a) Executive summary of matters handed over for collection.

(b) Amounts collected for the month.

(c) Amount paid to attorney: month, 3rd party paid, litigation, VAT total

(d) Number of files and total active accounts at month end, total.

(e) Number of files and total accounts settled and closed for the month ended total.

(f) Actions instituted and judgments taken (sub-regulation 3(1)(e) for the month ended).

(g) A full detailed report on the status of the accounts with the High Value Arrear Debtors.

(h) List of accounts under query.

3.6.4 All monies collected on behalf of the Municipality must be paid over to the Municipality as per 1.10 and no payments shall be set-off against any monies due by the Municipality to the tenderer.

3.6.5 The successful tenderer must appoint and pay an independent auditor, to audit, on an annual basis, to ensure that all payments received on behalf of the municipality have been paid over to the Municipality on a monthly basis. The right to request an audit report at any time at no cost to the Municipality is reserved.

3.6.6 Any other matter at the sole discretion of the Municipality.

3.6.7 The Municipality also reserves the right to request the collection of debt for a specified category according to the debt amount outstanding, which collection will be remunerated on a commission based on the success rate of the service provider.

3.6.8 It is the intention of the Municipality to award this section only to one (1) service provider from whom legal services (debt collection) will be required. The second highest bidder will be appointed as an alternative service provider in case the highest bidder does not perform in accordance with the terms and conditions of the appointment.

3.6.9 Minimum requirements for this category of service

Admitted attorneys and institutions with the capacity to deliver this service with experienced staff and proven debt collection experience for large institutional clients will be considered.

The Pricing Schedule (Annexure E) must be completed.

FUNCTIONALITY

- (a) Tenders will be evaluated on the functionality criteria as set out below. Bidders that score less than 60 points out of 100 points for these criteria will be regarded as non-responsive and will not be evaluated on price, and Specific Goals. Unclear, vague fragmented or incomplete information provided will result in no points being allocated.
- (b) Bidders must ensure that relevant information is submitted, if information is not submitted, no points will be awarded.
- (c) No information or documentary proof will be requested after closure of the tender, relating to tender functionality.
- (d) The following criteria will be used to calculate points for the functionality of tenders and bidders should ensure that they submit all information in order to be pre-evaluated on the criteria mentioned below.

	CRITERION	MAXIMUM POINTS
1.	Qualified Admitted Attorneys	30
2.	Attorney Experience	30

3.	Debt Collection Personnel	20
4.	Plant, Equipment, Tools & machinery	20
Total		100

Functionality criterion are further divided as follows and points will be awarded as indicated below:

riterion 1: Qualified Admitted Attorneys

(a) A maximum of 30 points will be awarded as the sole discretion of the Municipality's Bid Evaluation Committee based on the information provided. Please note that this section refers to the number of qualified admitted attorneys that are currently working dedicatedly in the collection department and is not a duplication of criterions 3's Key Staff Personnel.

(b) Please provide detailed information of the above-mentioned attorneys' qualifications and experience in debt collection and litigation.

NB: if no information is provided below OR referred to as an additional attachment NO POINTS WILL BE AWARDED.

QUALIFIED ADMITTED ATTORNEYS: Working dedicatedly in the collection department	MAXIMUM POINTS
None/ no Proof of qualifications and experience (CV) Provided	0
Only 1 with proof of qualifications and experience (CV)	15
2 or more with proof of qualifications and experience (CV)	30

riterion 2: Attorney Experience

Please note that this section refers to the experience related to the services required. That experience must relate to the experience of the Qualified Admitted Attorneys mentioned in

Criterion 1. The experience must be relevant to debt collection and litigation services.

a) In order to claim points for the above, bidders must submit sufficient information as well as documentary proof of experience relating to debt collection and litigation services.

EXPERIENCE REQUIRED:	MAXIMUM POINTS
Experience relevant to debt collection and litigation services	
All the attorneys mentioned have less than (2) years' experience	10
All the attorneys mentioned have between (2) to five (5) years' experience	20
All the attorneys mentioned have more than five (5) years' experience	30

: Relevant experience is defined as the accumulation of knowledge or skill that results from client participation in relevant similar events or activities and/or as determined by Letsemeng Local Municipality .

Criterion 3: Debt Collection Personnel allocated / reserved for this tender

- (a) A maximum of 20 points will be awarded at the sole discretion of the Municipality's Bid Evaluation Committee based on the information provided and will be split as follows. Points will only be awarded once for each staff/personnel allocated to this Tender, no multiple scoring per person.

DEBT COLLECTION PERSONNEL REQUIRED:	MAX POINTS
Number of personnel currently working the debt collections department • Must be suitable skilled and have CV verifiable experience in debt collection. • Must be computer literate, compile admin reports, proficient in the use of Excel Spread Sheets, capture data and quantities, daily communication	Between 0-2 staff/personnel members =2 points Between 3-5 staff/personnel members =5 points More than 5 staff/personnel members = 10 points
Number of years' experience of debt collections department (Maximum of 5 personnel will be used for the average calculation) • Must be suitably skilled and have CV verifiable experience in debt collection	Less than 2 years = 2 points Between 2-5 years on average = 5 points More than 5 years on average = 10 points
TOTAL	20

- (b) In order to claim points for the above bidders, must submit detailed Curriculum Vitae (CV) of each debt collection personnel to be used / allocated for this Tender. The staff or personnel listed above must currently be employed by the Bidder Company, if not then a letter stating such intent to employ this person, including this person's signature of willingness & acceptance for the intended duration of the project. CV experience listed of debt collection personnel must be relevant and current. Points can only be allocated once, meaning one-person-one-score, no multiple scoring.

riterion 4: Plant Tools and Equipment

If the bidder intends to use plant / tools / equipment other than those stipulated in the Tender Specifications the Bidder must qualify / declare this in their tender document, for the evaluation process. if noting is qualified or declared, then those stipulated in the Tender specifications are applicable to this Tender.

A maximum of 20 points will be awarded based on the information provided.

EQUIPMENT	MAXIMUM POINTS
Does the firm have the necessary network and other infrastructure to enable direct connection with the municipal network and computer systems, for example fibre optic cabling or wireless connection or web-based access (supply full details for verification in a separate annexure)	No =0 points Current infrastructure can be upgraded to facilitate office space = 3 points Yes=5 points
Does the firm currently have sufficient printing, copying and scanning capability to handle more than 15 000	No = 0 points

copies per month? (Please give specific details of equipment for verification in a separate annexure).	Will be able to obtain necessary capacity = 3 pints Yes = 5 points
Computers / Laptops and other hardware: How many computers / laptops per employee: (A maximum of 5 computers / laptops will be used to calculate the points)	Computers will be purchased in tender is awarded to firm = 0 points Less than 5 computers / laptops = 3 points More than 5 computers / laptops = 5 points
Connection Software: Does your firm use a dedicated software package developed specifically for collections? (Please give specific details of the nature of the software and number of existing licences for verification in a separate annexure).	None = 0 points Less than 5 software licences = 3 points More than 5 software licences = 5 points
TOTAL	20

D) Evaluation Criteria

- The tender will be evaluated in three stages as set below.

1. Responsiveness based on returnable documents.

DOCUMENT	Disqualifying Document	TYPE	DOCUMENT ATTACHED	
	Yes or No		YES	N/A
COMPANY REGISTRATION CERTIFICATE	Yes	CERTIFIED COPY		
TAX CLEARANCE CERTIFICATE	Yes	ORIGINAL		
MUNICIPAL SERVICE ACCOUNT (NOT OLDER THAN 3 MONTHS)	Yes	ORIGINAL		
COMPANY PROFILE	Yes	TYPED		

CSD	Yes	Copy		
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RECOMMENDATION

It is recommended that the SCM assist with appointment of contractor.

Bid Specification Committee Meeting

Acceptance of the report as a true reflection of the meeting

Venue: Asset Offices

Time: 11H00

Name

Signature

Date

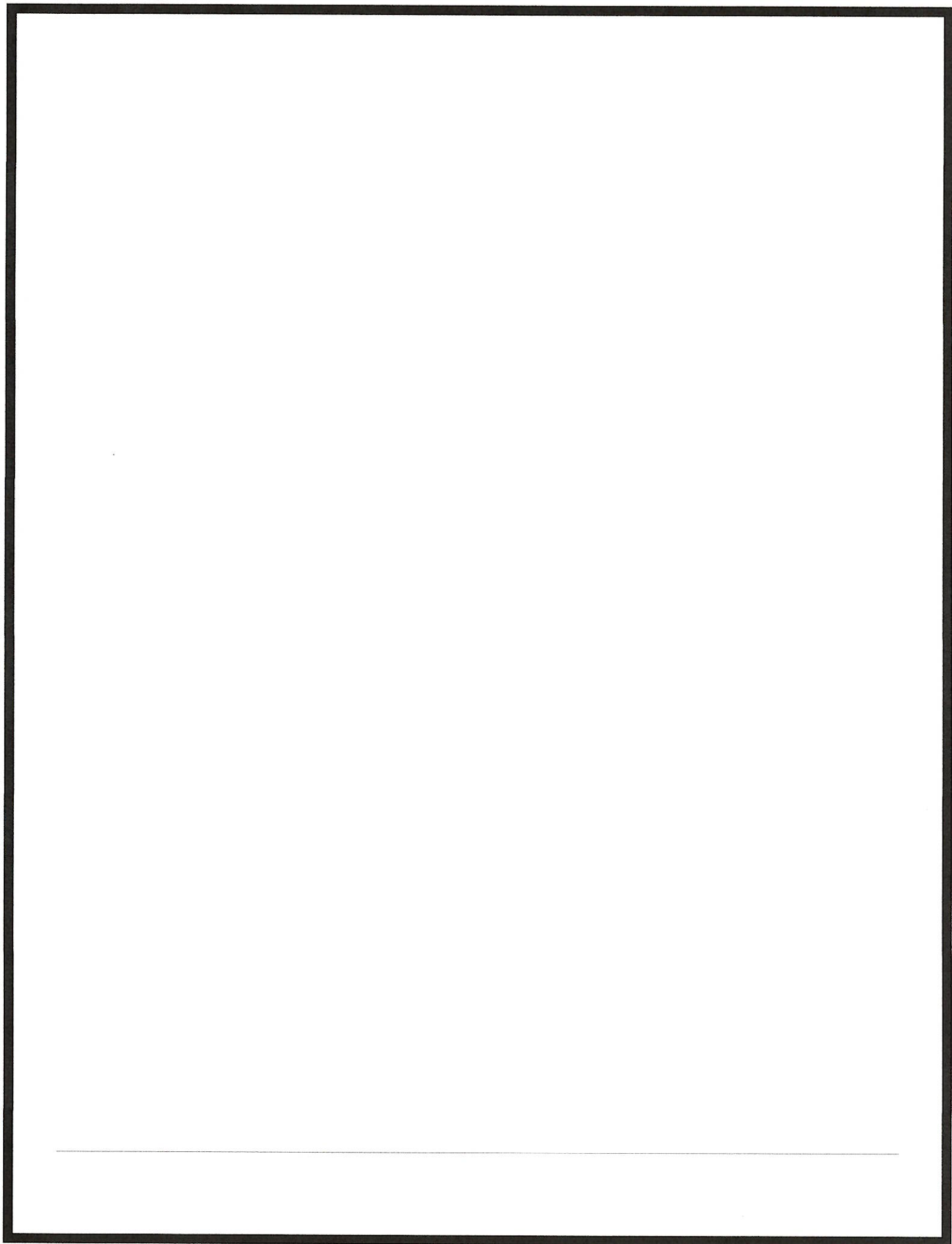
C Moloi (chair)

N Ndaba

S Fikizolo

O Seekoei

L Leeuw



1



LETSEMENG LOCAL MUNICIPALITY

TENDER DOCUMENT

BID NO		LETS/LEGAL SERVICES/2026/2027	
WEBSITE PLACEMENT DATE:		05/08/2026	
TENDER DESCRIPTION		APPOINTMENT OF A PANEL PF SERVICE PROVIDERS FOR LEGAL SERVICES FOR A PERIOD OF 3 YEARS ON AS AND WHEN REQUIRED.	
CLOSING DATE	19/08/2026	CLOSING TIME	12H00
POSTAL ADDRESS: Private Bag X 3, Koffiefontein, 9986 Attention: Supply Chain Management Unit <i>Clearly mark the Bid envelope with the bid number and title of bid on the face of the envelope</i> <i>Any tenders couriered to be deposited in the Municipality's Bid Box, any bids sent to the wrong recipient other than being deposited in the Bid Box will not be considered</i>		TO BE DEPOSITED IN: The bid box at the entrance of the Municipal Offices: 07 Groottrek Street Koffiefontein 9986	
ATTENTION: Mr. LL Manwele SUPPLY CHAIN MANAGEMENT UNIT LETSEMENG LOCAL MUNICIPALITY Tel: 053 33 00 217		A bid posted or couriered (at sender's risk) to the Municipality, Private Bag X3, Koffiefontein, 9986, in good time so as to reach the Municipality before the above-mentioned closing date and clearly indicated attention Supply Chain Management Unit, maybe accepted on condition that it is placed 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 TENDERER:			
CENTRAL SUPPLIER DATABASE NO:			
TOTAL BIDDING PRICE (INCLUDING VAT)			
Total Bidding Price (including VAT)		R	
PREFERENCE CLAIMED FOR:			
Specific goals		Youth Ownership (5) and Enterprise within Letsemeng (5) Black ownership (10)	
Points claimed		20 points	
VALIDITY PERIOD: AVAILABLE FOR 90 DAYS AFTER THE BID CLOSURE			
CONTACT DETAILS FOR:			
Bidding procedures and documents		Bid Scope and technical specifications	
SUPPLY CHAIN MANAGEMENT: Mr. L Manwele Tel: 053 33 00 217 E-mail: lmwanwele@letsemeng.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 number	Yes	No
Bid Conditions & Information		☐	☐
Part A: Invitation to bid and Part B: Terms and Conditions for Bidding	MBD 1	☐	☐
Terms of Reference		☐	☐
Current Municipal Accounts / Lease Agreement		☐	☐
Form of Offer & Acceptance		☐	☐
Authority of Signatory		☐	☐
Past Experience		☐	☐
	MDB 3.3	☐	☐
Declaration of Interest	MBD 4	☐	☐
Preference points claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution.	MBD 6.1	☐	☐
Sworn affidavit/ B-BBEE Certificate		☐	☐
Valid tax clearance / Tax Compliance Status Pin		☐	☐
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	☐	☐
General Conditions of contract & Bid Requirements		☐	☐

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 30 days of the date of notification by Letsemeng 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 the closure date.
- 4 **Authorised Signatory**
 - (a) *A copy of the recorded Resolution taken by the Board of Directors, members, partners or trustees authorising the representative to submit this bid on the bidder's behalf must be attached to the Bid Document on submission of same.*
 - (b) A bid shall be eligible for consideration only if it bears the signature of the bidder or of some person duly and lawfully authorised to sign it for and on behalf of the bidder.
- 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 Letsemeng Local Municipality not later than the stipulated date**
 - (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. If requested by any bidder present, 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 will be recorded and entered in a register which is open for public inspection.
- 7 **Tax Compliance Status PIN**
 - a. *A Certificate showing tax compliance status pin must accompany the bid documents.*
 - b. *Bids not supported by a Certificate showing tax compliance status pin, 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 pin certificate.*
- 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.
Calculation of the Lowest Acceptable bid Price
- 9 **Calculation of the Lowest Acceptable Bid Price for purposes of points calculation.**
A price deviation percentage of 20% will be applied in order to calculate the lowest acceptable bid price. The percentage will be applied on a predetermined municipal estimated cost of the project. In calculating the estimate, the municipality will take the following factors into account, base costs, market research, industry guidelines and standards, and the approved budget vote of the municipality. The bid price that falls outside of the price deviation percentage will be disqualified on the basis on their price.
- 10 **Acceptance or Rejection of a Bids**
The Letsemeng 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 Municipality does not bind itself to accepting the lowest bid.

- 11 **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). The Letsemeng Local Municipality reserves the right not to award proposals to prospective suppliers who are not registered on the CSD (Central Supplier Database).
- 12 **Site / Information Meetings**
- 13 **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.
- 14 **Language of Contract**
The contract documents will be compiled in English and the English versions of all referred documents will be taken as applicable.
- 15 **Procurement Policy**
Bids will be evaluated using the 80/20 preferential procurement system and awarded in accordance with the amended Preferential Procurement Regulations, 2022 pertaining to the Preferential Procurement Policy Framework Act, No 5 of 2000.
- 16 **Expenses Incurred in Preparation of Bid**
The Letsemeng Local Municipality shall not be liable for any expenses incurred in the preparation and submission of the bid.
- 17 **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 Letsemeng 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.
- 18 **Validity Period**
Bids shall remain valid for 90 days after the bid closure date.
- 19 **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.
- 20 **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.
- 21 **Contact with Municipality after Bid Closure Date**
Bidders shall not contact the Letsemeng 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 Letsemeng Local Municipality, it should do so in writing to the Letsemeng Local Municipality. Any effort by the firm to influence the Letsemeng Local Municipality in the bid evaluation, bid comparison or contract award decisions may result in the rejection of the bid.
- 22 **BBBEE Supplier Bid Declaration**
Bidders should complete bid declaration point 4.1 & 6.1 and failure on the part of a bidder to complete mentioned bullet points, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed and you will not receive any points.
-

**PART A INVITATION TO
BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE LETSEMENG LOCAL MUNICIPALITY					
BID NUMBER:		CLOSING DATE:		CLOSING TIME:	
DESCRIPTION					
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					
LETSEMENG LOCAL MUNICIPALITY					
SUPPLY CHAIN MANAGEMENT UNIT					
07 Groottrek Street					
Koffiefontein					
9986					
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
COMPULSORY TO BE COMPLETED BY THE BIDDER					
TAX COMPLIANCE STATUS	TCS PIN:		AND	CSD No:	
SPECIFIC GOALS	☐ Yes ☐ No			SPECIFIC GOALS	☐ Yes ☐ No
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
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:					
DEPARTMENT	FINANCE				
CONTACT PERSON	LL Manwele				
TELEPHONE NUMBER	053 33 00 217				
FACSIMILE NUMBER	N/A				
E-MAIL ADDRESS	llmanwele@letsemeng.gov.za				

PART B

TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:	
11	BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
12	ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED-(NOT TO BE RE-TYPED) OR ONLINE
13	THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, 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: _____

**LETSEMENG LOCAL MUNICIPALITY
TERMS OF REFERENCE**

APPOINTMENT OF A PANEL PF SERVICE PROVIDERS FOR LEGAL SERVICES FOR A PERIOD OF 3 YEARS ON AS AND WHEN REQUIRED.

GPS COORDINATES

Koffiefontein(Head Office)

no7 Groot Trek Street, Koffiefontein 9986
-29.407138476275453, 25.004924426862345

CONDITIONS and SPECIFICATIONS

1. SCOPE OF CONTRACT

APPOINTMENT OF A PANEL PF SERVICE PROVIDERS FOR LEGAL SERVICES FOR A PERIOD OF 3 YEARS ON AS AND WHEN REQUIRED.

2. SCOPE OF WORKS

The scope of work entails;

APPOINTMENT OF A PANEL PF SERVICE PROVIDERS FOR LEGAL SERVICES FOR A PERIOD OF 3 YEARS ON AS AND WHEN REQUIRED.

3. CONTACT PERSON

For any technical enquiries;

Mr L Manwele

053 3300 217

lmanwele@letsemeng.gov.za

CERTIFICATE OF MUNICIPAL SERVICES

Information required in terms of the Letsemeng Local Municipality's Supply Chain Management Policy,
Clause 28 (i) (c) (ii).

Tender Number:	
Name of Bidder:	

DETAILS OF THE BIDDER/S: Proprietor /Director(s) / Partners, etc:	
Physical Business address of the Bidder	Municipal Account Number(s)

If there is not enough space for all names, please attach the additional details to the tender document.			
Name of Director / Member / Partner	Identity Number	Physical residential address of Director / Member / Partner	Municipal Accountnumber(s)

I, _____, the undersigned, (full name in block letters)

certify that the information furnished on this declaration form is correct and that I/we have no undisputed commitments for municipal services towards a municipality or other service provider in respect of which payment is overdue for more than 30 days.

Signature

thus done and signed for and on behalf of the Bidder /Contractor at _____ on the _____ day of _____

Please note:

Even if the requested information is not applicable to the Bidder, the table above should be endorsed **NOT APPLICABLE** and

THIS DECLARATION MUST STILL BE SIGNED

**FORM OF OFFER AND ACCEPTANCE
COMPULSORY TO COMPLETE**

TENDER NO:

OFFER

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

TENDER NO:

The Tender 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 Tender Supplier, deemed to be duly authorized, signing this part of this form of offer and acceptance, the Tender 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 tender supplier before the end of the period of validity stated in the tender data, whereupon the tender 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 Tender supplier's offer. In consideration thereof, the employer shall pay the tender supplier the amount due in accordance with the conditions of quote identified in the tender data. Acceptance of the tender supplier's offer shall form an agreement between the employer and the tender 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 tender supplier receives one fully completed original copy of this document, including the schedule of deviations (if any). Unless the tender 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:

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:

APPOINTMENT OF A PANEL OF SERVICE PROVIDERS FOR TRAVEL AGENCY SERVICES FOR A PERIOD OF 3 YEARS ON AN AS WHEN REQUIRED BASIS

and 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.

.....

PAST EXPERIENCE

Tenderers must furnish hereunder details of similar services, which they have satisfactorily completed in the past.

EMPLOYER	DURATION AND COMPLETION DATE	EMPLOYER CONTACT NUMBER

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.

PRICING SCHEDULE
(Professional Services)

Name of Bidder: Bid Number:

Closing Time: Closing Date:

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

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

1. The accompanying information must be used for the formulation of proposals.
2. Bidders are required to indicate a ceiling price based on the totalestimated time for completion of all phases and including all expenses inclusive of all applicable taxes for the project.
3. PERSONS WHO WILL BE INVOLVED IN THE PROJECT AND RATES APPLICABLE (CERTIFIED INVOICES MUST BE RENDERED IN TERMS HEREOF)

R.....

4. PERSON AND POSITION

HOURLY RATE

DAILY RATE

.....	R.....	
.....	R.....	
.....	R.....	
.....	R.....	
.....	R.....	

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

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

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

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

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

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

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

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

.....

.....

.....

*Delete if not applicable

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 favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority and/or take an oath declaring his/her interest.

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

- 3.1 Full Name:
- 3.2 Identity Number:
- 3.3 Company Registration Number:
- 3.4 Tax Reference Number:
- 3.5 VAT Registration Number:

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

3.6.1 If so, furnish particulars.

.....

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

3.7.1 If so, furnish particulars.

.....

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

- (a) a member of –
 - (i) any municipal council;
 - (ii) any provincial legislature; or
 - (iii) the national Assembly or the national Council of provinces;
- (b) a member of the board of directors of any municipal entity;
- (c) an official of any municipality or municipal entity;
- (d) an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);
- (e) a member of the accounting authority of any national or provincial public entity; or
- (f) an employee of Parliament or a provincial legislature.

YES / NO

3.8 Do you, have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid?

3.8.1 If so, furnish particulars.

.....

YES / NO

3.9 Are you, aware of any relationship (family, friend, other)between a bidder and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid?

3.9.1 If so, furnish particulars

.....

YES / NO

3.10 Are any of the company's directors, managers, principal shareholders or stakeholders in service of the state?

3.10.1 If so, furnish particulars.

.....

YES / NO

3.11 Are any spouse, child or parent of the company's directors, managers, principal shareholders or stakeholders in serviceof the state?

3.11.1 If so, furnish particulars.

.....

CERTIFICATION

I, THE UNDERSIGNED (NAME)

CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS CORRECT.

I ACCEPT THAT THE STATE MAY ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

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

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

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

1. GENERAL CONDITIONS

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

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

1.2 To be completed by the organ of state

(delete whichever is not applicable for this tender).

- a) The applicable preference point system for this tender is the **90/10** preference point system.
- b) The applicable preference point system for this tender is the **80/20** preference point system.
- c) Either the **90/10 or 80/20 preference point system** will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

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

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

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	
SPECIFIC GOALS	
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 OR 90/10 PREFERENCE POINT SYSTEMS

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

80/20	or	90/10
$Ps = 80 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)$	or	$Ps = 90 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)$

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 or 90 points is allocated for price on the following basis:

80/20	or	90/10
$Ps = 80 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)$	or	$Ps = 90 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)$

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 both the 90/10 and 80/20 preference point system.

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

(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.

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 (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm.....

4.4. Company registration number:

4.5. 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]

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 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:

DATE:

ADDRESS:

.....

.....

.....

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

PART 1 (TO BE FILLED IN BY THE BIDDER)

1. I hereby undertake to supply all or any of the goods and/or works described in the attached bidding documents to (name of institution).....
in accordance with the requirements and specifications stipulated in bid number.....at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the purchaser during the validity period indicated and calculated from the closing time of bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (i) Bidding documents, viz
 - Invitation to bid;
 - Tax clearance certificate;
 - Pricing schedule(s);
 - Technical Specification(s);
 - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2017;
 - Declaration of interest;
 - Declaration of bidder's past SCM practices;
 - Certificate of Independent Bid Determination;
 - Special Conditions of Contract;
 - (ii) General Conditions of Contract; and
 - (iii) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the goods and/or works specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfilment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES

1

2.

DATE:

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

1. Iin my capacity as.....
accept your bid under reference numberdated for
the supply of goods/works indicated hereunder and/or further specified in the annexure(s).
2. An official order indicating delivery instructions is forthcoming.
3. I undertake to make payment for the goods/works delivered in accordance with the terms and conditions of the contract,
within 30 (thirty) days after receipt of an invoice accompanied by the delivery note.

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

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

SIGNED ATON.....

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

WITNESSES

1.

2.

DATE

**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 managementsystem 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 thePrevention 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 therestriction after the <i>audi alteram partem</i> rule was applied). The Database of Restricted Suppliers now resides on the National Treasury's website(www.treasury.gov.za) and can be accessed by clicking on its link at thebottom 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 12of 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 oflaw outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes ☐	No ☐

☐ ☐

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

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME)

CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM TRUE AND CORRECT.

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Municipal Bidding Document (MBD) must form part of all bids¹ invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
 - a. take all reasonable steps to prevent such abuse;
 - b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
 - c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
- 4 This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (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:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Municipality / Municipal Entity)

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

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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.

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

TABLE OF CLAUSES

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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 consignee's 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 markets its goods on its 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. 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.
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General Conditions of Contract	
	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. 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
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General Conditions of Contract	
	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. 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 provider's 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.

General Conditions of 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.
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	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.
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	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 favourable 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.
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.

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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.
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.