



KGATELOPELE LOCAL MUNICIPALITY

TENDER NO: KLM2024/25/011

PANEL OF EXPERTS FOR THE PROVISION OF LEGAL SERVICES PROVIDERS FOR A PERIOD OF THREE (3) YEARS IN THE KGATELOPELE LOCAL MUNICIPALITY.

NAME OF SUPPLIER:	
SUPPLIER'S ADDRESS:	
TEL NUMBER:	
FAX NUMBER:	
TAX COMPLIANCE STATUS PIN:	
CSD SUPPLIER NUMBER:	



PART A: INVITATION TO BID

MBD1

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE KGATELOPELE LOCAL MUNICIPALITY					
BID NUMBER:	KLM2024/25/011	CLOSING DATE:	27 MARCH 2025	CLOSING TIME:	12h00 PM
BID DESCRIPTION	PANEL OF EXPERTS FOR THE PROVISION OF LEGAL SERVICES PROVIDERS FOR A PERIOD OF THREE (3) YEARS IN THE KGATELOPELE LOCAL MUNICIPALITY.				
TOTAL BID PRICE	QUALITY BASED SELECTION				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO COMPLETE AND SIGN A WRITTEN CONTRACT FORM (MBD7) OR SERVICE LEVEL AGREEMENT OF KGATELOPELE LOCAL MUNICIPALITY					

Detailed proposals clearly marked with the Bid Description and Bid Number must be submitted as follows:

Place of submission: Tender Box situated at the Kgatelopele Local Municipality offices
222 Barker Street, Danielskuil, 8405

Date and Time: On or before 27 March 2025 at 12h00am, at which time they will be opened in public.
No late submissions, emailed or faxed documents will be accepted for consideration.

The tender box will be accessible from Monday to Sunday from 07h30am to 17h00pm
Bidders should ensure that bids are delivered on time to the correct address into the correct tender box.
All bids which are submitted late will not be considered.

Bidders should ensure that bids are delivered timeously to the correct address. If the bid is late, it will not be accepted for consideration.

Bids documents containing the Conditions of Bid and other requirements in terms of the Supply Chain Management Policy will be downloaded from e-tender Publication Portal at www.etenders.gov.za at no fee.

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					



TAX COMPLIANCE STATUS	TCS PIN	OR	CSD NUMBER
B-BBEE STATUS LEVEL NUMBER			
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	<input type="checkbox"/> Yes <input type="checkbox"/> No	B-BBEE STATUS LEVEL SWORN AFFIDAVIT	<input type="checkbox"/> Yes <input type="checkbox"/> No
[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?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3]
TOTAL NUMBER OF ITEMS OFFERED			
SIGNATURE OF BIDDER		DATE	
CAPACITY UNDER WHICH THIS BID IS SIGNED			
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		TECHNICAL INFORMATION MAY BE DIRECTED TO:	
MUNICIPALITY	KGATELOPELE LOCAL MUNICIPALITY		
CONTACT PERSON	Mr.Leonard Coakley	CONTACT PERSON	Mrs.Mildred Likotsi
TELEPHONE NUMBER	053 384 0101	TELEPHONE NUMBER	053 384 0101
E-MAIL ADDRESS	cfo@kgatelopele.gov.za	E-MAIL ADDRESS	Strat.manager@kgatelopele.gov.za

PART B: TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:	
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.	
1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED-(NOT TO BE RE-TYPED) OR ONLINE	
1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT 5 of 2000-AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT 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)?	<input type="checkbox"/> YES <input type="checkbox"/> NO
3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? NO	<input type="checkbox"/> YES <input type="checkbox"/>
3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? NO	<input type="checkbox"/> YES <input type="checkbox"/>
3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	<input type="checkbox"/> YES <input type="checkbox"/> 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: DATE: :

CAPACITY UNDER WHICH THIS BID IS SIGNED:

Bid No: KLM2024/25/011

Tenderer:

Kgatelopele Local

Municipality:

Initial: Authorized Signatories 1 _____

1 _____

Witness 2 _____

2 _____

PANEL OF EXPERTS FOR THE PROVISION OF LEGAL SERVICES PROVIDERS FOR A PERIOD OF THREE (3) YEARS IN THE KGATELOPELE LOCAL MUNICIPALITY.

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Tenderer:

Kgatelopele Local

Municipality:

Initial: Authorized Signatories 1 _____

1 _____

Witness 2 _____

2 _____



BID NOTICE

Bid No: KLM2024/25/011

PANEL OF EXPERTS FOR THE PROVISION OF LEGAL SERVICES PROVIDERS FOR A PERIOD OF THREE (3) YEARS IN THE KGATELOPELE LOCAL MUNICIPALITY.

DIRECTORATE: CORPORATE SERVICES BUSINESS UNIT: LEGAL SERVICES

Bids are hereby invited for the Application for Admission to the Kgatelopele Local Municipality Panel of experts for the provision of legal for the period of three (3) years.

All Bids will be evaluated in accordance with the Supply Chain Management Policy of the Kgatelopele Local Municipality, Public Finance Management Act and other related legislations. All submitted proposals shall remain valid for 90 days.

The Municipality shall appoint prospective service providers to be on the Municipality's panel of consultant based on their field of expertise, qualifications, capacity and work experience.

Only bidders who are registered with the relevant professional body (companies not individuals) will be considered. This requirement will remain in force as long as it is a requirement of the professional body.

N.B: NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE (as defined in Regulation 1 of the Local Government: Municipal Supply Chain Management Regulations)

Enquiries related to this bid should be addressed to the Technical Manager:

Mrs. Mildred Likotsi

strat.manager@kgatelopele.gov.za

Adv. Willie Blundin

The Municipal Manager

Kgatelopele Local Municipality

Tenderer:

Municipality:

Kgatelopele Local

Initial: Authorized Signatories 1 _____

1 _____

Witness 2 _____

2 _____

RESPONSIVENESS AND EVALUATION CRITERIA

Kgatelopele Local Municipality will consider no bid unless it meets the following criteria:

- The bid must be properly received in a sealed envelope clearly indicating the description of the service and the bid number for which the bid is submitted.
 - The bid must be deposited in the relevant bid box as indicated on the notice of the bid on or before the closing date and time of the bid.
 - Attached Central Supplier Database (CSD) Summary registration report.
 - Bid forms must be completed in full and each page of the bid initialized.
 - Copy of the company registration certificate must be submitted with the bid on or before the closing date and time of the bid.
 - Submission of a Joint Venture Agreement, where applicable, which has been properly signed by all parties.
 - Proof of payment of municipal rates and taxes not more than 3 months older.
 - Comply with the requirements of the bid and technical specifications.
 - Registered with the relevant professional body (Active, South African) in line with the nature of the works to be carried out.
 - Adheres to Pricing Instructions
- a) Policy, the Preferential Procurement Policy Framework Act, and other applicable legislations.
b) The Council reserves the right to accept all, some, or none of the bids submitted – either wholly or in part – and it is not obliged to accept the lowest bid.

By submitting this bid, bidder authorizes the Council or its delegate(s) to carry out any investigation deemed necessary to verify the correctness of the statements and documents submitted and that such documents reasonably reflect the ability of the Bidder to provide the services required by the Council.

PLEASE NOTE:

The person committed a corrupt or fraudulent act during the procurement process or in the execution of the contract.

OR

An official or other role player committed any corrupt or fraudulent act during the procurement process or in the execution of the contract that benefited that person.

Tenderer:
Municipality:

Kgatelopele Local

Initial: Authorized Signatories 1 _____

1 _____

Witness 2 _____

2 _____

The Municipal Manager may reject that specific bid or quote of that particular person if that person or any of its directors has:

- a) Failed to pay municipal rates and taxes or municipal service charges and such rates, taxes and charges are in arrears for more than three months;
- b) Failed, during the last five years, to perform satisfactorily on a previous contract with the Kgatelopele Local Municipality or any other organization of the State after written notice was given to that bidder that performance was unsatisfactory;
- c) Abused the supply chain management system of the Municipality or have committed any improper conduct in relation to this system;
- d) Been convicted of fraud or corruption during the past five years;
- e) Willfully neglected, renege on or failed to comply with any government, municipal or other public sector contract during the past five years; or
- f) Been listed in the Register for Tender Defaulters in terms of Section 29 of the Prevention and Combating of Corrupt Activities Act (No. 12 of 2004) or has been listed on National Treasury's database as a person prohibited from doing business with public sector.

Tenderer:

Kgatelopele Local

Municipality:

Initial: Authorized Signatories 1 _____

1 _____

Witness 2 _____

2 _____

BID FORM

Bid No: KLM2024/25/011

PANEL OF LEGAL SERVICE PROVIDERS FOR THE PERIOD OF THREE YEARS IN KGATELOPELE LOCAL MUNICIPALITY

BID FOR CONTRACT NUMBER:

I/We, the undersigned:

- a) *Bid to supply and deliver to Kgatelopele Local Municipality all or any of the supplies and to render all the articles, goods, materials, services or the like described both in this and the other Scheduled to this Contract;*
- b) Agree that we will abide by the specifications, prices, terms and conditions stipulated in those Schedules attached to this bid document, regarding delivery and execution;
- c) Further agree to abide by those conditions, set out in the Forms, MBD's, and the annexure attached hereto, should this bid be accepted in whole or in part;
- d) *Confirm that this bid may only be accepted by Kgatelopele Local Municipality by way of a duly authorized Letter of Acceptance;*
- e) Declare that, the relevant authorized person thereto will initial each page of the bid document and amendments.
- f) Declare that all information provided in respect of the bidder as well as the bid documents submitted are true and correct.
- g) Declare that documentary proof regarding aspects of the bid process or accidental thereto will, when required, be submitted to the satisfaction of the Municipality.

Signed at: on Day ofin..... (Year)

Signature of the Bidder:

Name of Bidder:

Professional Registration Number, if any, attach proof):

.....

Address:

Date:

As Witness:

Name and Surname :

Name and Surname :

Signature :

Signature :

Tenderer:

Kgatelopele Local

Municipality:

Initial: Authorized Signatories 1 _____

1 _____

Witness 2 _____

2 _____

Particulars of Sole Proprietors and partners in partnerships

Name	Identity Number	Personal Income Tax Number

(Attach identity Document, if bidder is a Sole Proprietor and/or in partner’s partnership)

State in cases where the bidder is a Company, Corporation of Firm by what authority the person signing does so, whether by Articles of Association, Resolution, Power of Attorney or otherwise.

I/We the undersigned I’m/are authorized to enter into this contract of behalf of:

.....

By virtue:

Dated:

(Attach a copy must be attached to this bid)

Signature of the authorized person:

Name of the firm:

Postal address:

As Witness:

Name and Surname :

Name and Surname :

Signature :

Signature :

Tenderer:

Kgatelopele Local

Municipality:

Initial: Authorized Signatories 1 _____

1 _____

Witness 2 _____

2 _____

Bank account details of bidder:

Bank :
Branch :
Branch Code :
Account Number :
Type of Account :

PROOF THAT MUNICIPAL ACCOUNT IS PAID IN FULL MUST BE ATTACHED AND AN ARRANGEMENT MADE WITH COUNCIL MAY BE TAKEN INTO CONSIDERATION.

PLEASE NOTE:

- a) The authorized signatory must sign any alterations of the bid document in full.
- b) All bid documents completed or signed with erasable ink will not be accepted.

BIDDING INFORMATION

Details of person responsible for bidding process

Name :
Contact number :
Address of office submitting bid :
.....
.....
.....
Telephone :
Fax no :
E-mail address :
VAT Number :

Has an original and valid tax clearance certificate been attached? Yes/No

.....

Are you the accredited representative for the goods, services or works offered here in South Africa?
Yes/No

(If yes, please enclose the proof)

AUTHORITY FOR SIGNATORY

Tenderer:

Kgatelopele Local

Municipality:

Initial: Authorized Signatories 1 _____

1 _____

Witness 2 _____

2 _____

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

An example for a company is shown below:

"By resolution of the board of directors passed/approved on (Day) of (Month) in..... (Year)

Mr./Ms: Had been duly authorized to sign all documents in connection with the bid for the contract of: Contract number:

And any Contract, which may arise there from on behalf of:

Signed on behalf of the company :
In his/her capacity as :
Date :
Signature of the signatory :

As Witness:

Name and Surname : **Name and Surname** :

Signature : **Signature** :

Tenderer:

Kgatelopele Local

Municipality:

Initial: Authorized Signatories 1 _____

1 _____

Witness 2 _____

2 _____

GENERAL UNDERTAKINGS BY THE BIDDER

DEFINITION

1. "Acceptable bid" means any bid, which in all respects, complies with conditions of bid and specifications as set out in the bid document, including conditions as specified in the Preferential Procurement Regulation (of 2022).
2. "Chairperson" means the chairperson of the Kgatelopele Local Municipality Bid Adjudication Committee.
3. "Municipal Manager" means the Municipal Manager of the Kgatelopele Local Municipality.
4. "Committee" refers to the Bid Adjudication Committee.
5. "Council" refers to Kgatelopele Local Municipality.
6. "Member" means a member of the Bid Adjudication Committee.
7. "Service providers" refers to the bidders who have been successful in being awarded Council contracts.
8. "SMMEs"(Small, medium and Micro Enterprises) refers to separate and distinct business entities, including co- operative enterprises and NGOs, managed by one owner or more, as defined in the National Small Business (Act 102 of 1996).
9. "Contract" refers to legally binding agreement between Kgatelopele Local Municipality and the service provider.
10. "Bid" "means a written offer in a prescribed or stipulated form in response to an invitation by the Municipality for the provision of services or goods.
11. "Consultant" means any natural or legal person whose bid has been accepted by the Council.
12. "Closing time" means the date and hour specified in the bid documents for the receipt of bids.
13. "Order" means an official written order issued for the supply of goods or the rendering of a service in accordance of the accepted bid or price quotation.
14. "Written" or "in writing," means hand written in ink or any form of mechanical writing in printed form.

INTERPRETATION:

1. In this agreement clause headings are for convenience and shall not be used in its interpretation and, unless the context clearly indicates a contrary intention:
2. An expression which denotes:-
3. Any reference to any statute, regulation or other legislation or official policy shall be a reference to that statute, regulation or other legislation or national policy as at the signature date, and as amended or re-enacted from time to time;
4. When any number of day is prescribed, such shall be reckon exclusively of the first and inclusively of the last day, unless the last day falls on a day which is not a business day, in which case the last day shall be the next succeeding day which is a business day;
5. Where any term is defined within a particular clause, other than the interpretation clause, that term shall bear the meaning ascribed to it in that clause wherever it is used in this agreement.

Tenderer:

Kgatelopele Local

Municipality:

Initial: Authorized Signatories 1 _____

1 _____

Witness 2 _____

2 _____

I/we hereby tender:

1. To supply all or any of the supplies and/or to render all or any of the services described in the attached documents Forms, Schedule(s) and/or Annexure(s) to the Kgatelopele Local Municipality.
2. On the terms and conditions and in accordance with the specifications stipulated in the bid documents (and which shall be taken as part of an incorporated into, this bid).

At the prices and on the terms regarding time for delivery and/or execution inserted therein.

I/we agree further that:

1. The offer herein shall remain binding upon me/us and open for acceptance by the Kgatelopele Municipality during the validity period indicated and calculated from the closing time of the bid.
2. This bid and its acceptance shall be subject to the terms and conditions contained in the forms, scheduled(s) and/or Annexure(s) attached herein of which I am /we are fully acquitted.

Notwithstanding anything to the contrary in the form(s), schedule(s) and /or annexure(s) attached hereto:

If I/we withdraw my/our bid within the period for which I/we have agreed that the bid shall remain open for acceptance, or fail to fulfill the contract when called upon to do so, the Kgatelopele Local Municipality may, without prejudice to its other rights, agree to the withdrawal of my/our tender or cancel the contract that may have been entered into between me/us and the Municipality;

In such event, I/we will then pay to the Municipality any additional expenses incurred by the Municipality for having either to accept any less favorable bid or, if new bids have to be invited, the additional expenditure incurred by the invitation of new bids and by the subsequent acceptance of any less favorable bid;

The Municipality shall also have the right in these circumstances, to recover such additional expenditure by set-off against monies which may be due or become due to me/us under this or any other bid or contract or against any guarantee or deposit that may have been furnished by me/us or on my/our behalf for the due fulfillment of this or any other bid or contract;

Pending the ascertainment of the amount of such additional expenditure the Municipality may retain such monies, guarantee or deposit as security for any loss the Municipality may sustain, as determined hereunder, by reason of my/our default.

Any legal proceedings arising from this bid may in all respects be launched or instituted against me/us and if/we hereby

1. Undertake to satisfy fully any sentence or judgment which may be obtained against me/us as a result of such legal proceedings and I/we undertake to pay the Kgatelopele Local Municipality legal costs on an attorney and own client;
2. If my/our bid is accepted that acceptance may be communicated to me/us by letter or facsimiles and that proof of delivery of such acceptance to SA Post Office Ltd or the production of a document confirming that a fax has been sent, shall be treated as delivery to me/us.
3. The law of the Republic of South Africa shall govern the contract created by the acceptance to this tender.
4. I/we have satisfied myself/ourselves as to the correctness and validity of this tender, that the price(s) and rate(s) quoted cover all the work/items(s) specified in the tender documents and that the price(s) and rate(s) cover all my/our obligations under a resulting contract and that I/we accept that any mistakes regarding price(s) and calculations will be at my/our risk.
5. I/we accept full responsibility for the proper execution and conditions defaulting on me/us under this agreement as the principal(s) liable for the fulfilment of this contract.

Tenderer:

Kgatelopele Local

Municipality:

Initial: Authorized Signatories 1 _____

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Witness 2 _____

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I/we declare that I/we have participated /not participated in the submission of any other bid for the supplies/services described in the attached documents. If your answer here is yes, please state the names(s) of the other Bid(s) involved:

- 1.
- 2.
- 3.
- 4.
- 5.

Tenderer:
Municipality:

Kgatelopele Local

Initial: Authorized Signatories 1 _____
Witness 2 _____

1 _____
2 _____

GENERAL CONDITIONS OF CONTRACT

1 DEFINITION

The following terms shall be interpreted as indicated:

- 1.1 **“Closing time”** means the date and hour specified in the bidding documents for the receipt of bids
- 1.2 **“Contract”** means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.3 **“Contract price”** means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
- 1.4 **“Corrupt practice”** means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
- 1.5 **“Countervailing duties”** are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- 1.6 **“Country of origin”** means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 1.7 **“Day”** means calendar day.
- 1.8 **“Delivery”** means delivery in compliance of the conditions of the contract or order.
- 1.9 **“Delivery ex stock”** means immediate delivery directly from stock actually on hand.
- 1.10 **“Delivery into consignees store or to his site”** means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the goods are so delivered and a valid receipt is obtained.
- 1.11 **“Dumping”** occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
- 1.12 **“Force majeure”** means an event beyond the control of the supplier and not involving the supplier’s fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13 **“Fraudulent practice”** means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 **“GCC”** means the General Conditions of Contract.
- 1.15 **“Goods”** means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 **“Imported content”** means that portion of the bidding price represented by the cost of component parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the goods covered by the bid will be manufactured.

Tenderer:

Kgatelopele Local

Municipality:

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1 _____

Witness 2 _____

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- 1.17 **“Local content”** means that portion of the bidding price, which is not included in the imported content provided that local manufacture does take place.
- 1.18 **“Manufacture”** means the production of products in a factory using labour, materials, component 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 supplier covered under the contract.
- 1.25 **“Supplier”** means the successful bidder who is awarded the contract to maintain and Administer the required and specified service(s) to the State.
- 1.26 **“Tort”** means in breach of contract.
- 1.27 **“Turnkey”** means a procurement process where one service provider assumes total responsibility for all aspects of the project and delivers the full end product / service required by the contract.
- 1.28 **“Written”** or “in writing” means hand-written in ink or any form of electronic or mechanical writing.

2. Application

- 2.1 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 goods, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a nonrefundable fee for documents may be charged.
- 3.2 Invitations to bid are usually published in locally distributed news media and on the municipality/municipal entity website.

4. Standards

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

5. Use of contract documents and information inspection

- 5.1 The supplier shall not, without the purchaser’s prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by

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the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

- 5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GC Clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent Rights

- 6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of Patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.
- 6.2 When a supplier developed documentation / projects for the municipality / municipal entity, the intellectual, copy and patent rights or ownership of such documents or projects will vest in the municipality / municipal entity.

7. Performance security

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

8. Inspections, tests 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 goods to be produced or services to be rendered should at any stage be subject to inspections, tests and analyses, the bidder or contractor's premises shall be open, at all reasonable hours, for inspection by a representative of the purchaser or organization acting on behalf of the purchaser.
- 8.3 If there are no inspections requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the goods to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.

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- 8.5 Where the goods or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such goods or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Goods and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract goods may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected goods shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with goods, which do comply with the requirements of the contract. Failing such removal, the rejected goods shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute goods forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected goods, purchase such goods as may be necessary at the expense of the supplier.
- 8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 22 of GCC.

9. Packing

- 9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size 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 supplier in accordance with the terms specified in the contract.

11. Insurance

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

12. Transportation

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

13. Incidental Services

- 13.1 The supplier 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;

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- (c) Furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
 - (d) Performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
 - (e) Training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.
- 13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

14. Spare parts

- 14.1 As specified, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:
- (a) Such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and;
 - (b) In the event of termination of production of the spare parts:
 - (i) Advance notification to the purchaser of the pending termination, insufficient time to permit the purchaser to procure the required goods/services; and
 - (ii) Following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

- 15.1 The supplier warrants that 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.
- 15.2. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission from the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
- 15.3. 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.
- 15.4. The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- 15.5. Upon receipt of such notice, the supplier shall, within the period specified and with all reasonable response time, repair or replace the defective goods or parts thereof, without costs to the purchaser.

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

16. Payment

- 16.1. The method and conditions of payment to be made to the supplier under this contract shall be specified.
- 16.2. The supplier shall furnish the purchaser with an invoice accompanied by a copy of the Delivery note and upon fulfillment of other obligations stipulated in the contract. 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.3. Payment will be made in Rand unless otherwise stipulated.
- 16.4 All payment claims (Fee claims and contractors claim) must be addressed to the PMU Manager on or before the 20th on monthly basis.

17. Prices

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

18. Variation orders

18.1 In cases where the estimated value of the envisaged changes in purchase does not vary more than 20% of the total value of the original contract, the contractor may be instructed to deliver the goods or render the services as such. In cases of measurable quantities, the contractor may be approached to reduce the unit price, and such offers may be accepted provided that there is no escalation in price.

19. Assignment

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

20. Subcontracts

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

21. Delays in the performance

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

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- 21.3 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the goods are required, or the supplier's services are not readily available.
- 21.4 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 22.2 without the application of penalties.
- 21.5 Upon any delay beyond the delivery period in the case of a goods contract, the purchaser shall, without cancelling the contract, be entitled to purchase goods of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties

- 22.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, sum calculated on the delivered price of the delayed goods or unperformed 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. Termination for default

- 23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
 - (b) If the supplier fails to perform any other obligation(s) under the contract; or
 - (c) If the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner, as it deems appropriate, goods, works or service similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.
- 23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years. 23.4 If a purchaser intends imposing a restriction on a supplier or any person associated time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed.
Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the supplier as having no objection and proceed with the restriction.
- 23.5. Any restriction imposed on any person by the purchaser will, at the discretion of the purchaser, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first- mentioned person, and with which enterprise or person the first- mentioned person, is or was in the opinion of the purchaser actively associated.
- 23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition,

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furnish the National Treasury, with the following information:

- (i) The name and address of the supplier and / or person restricted by the purchaser;
- (ii) The date of commencement of the restriction
- (iii) The period of restriction; and
- (iv) The reasons for the restriction.

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

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

24. Antidumping and countervailing duties and rights

24.1 When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase.

When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favorable difference shall on demand be paid forthwith by the supplier to the purchaser or the purchaser may deduct such amounts from moneys (if any) which may otherwise be due to the supplier in regard to goods or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.

25. Force Majeure

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

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

26. Termination for insolvency

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

27. Settlement of Disputes

27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the

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supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party. 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.

27.4 Notwithstanding any reference to mediation and/or court proceedings herein,

(a) The parties shall continue to perform their respective obligations under the contract Unless they otherwise agree; and

(b) The purchaser shall pay the supplier any monies due the supplier for goods delivered and / or services rendered according to the prescripts of the contract.

28. Limitation of Liability

28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;

(a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

(b) The aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29. Governing language

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

30. Applicable law

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

31. Notices

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

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

32. Taxes and duties

32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and Other such levies imposed outside the purchaser's country. 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.

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

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

33. Transfer of contracts

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

34. Amendment of contracts

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

35. Prohibition of restrictive practices

- 35.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder(s) is / are or a contractor(s) was / were involved in collusive bidding.
- 35.2 If a bidder(s) or contractor(s) based on reasonable grounds or evidence obtained by the Purchaser has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in section 59 of the Competition Act No 89 Of 1998.
- 35.3 If a bidder(s) or contractor(s) has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.

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DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

This Municipal Bidding Document (MBD) must form part of all bids invited. It contains general information and serves as a declaration form for local content (local production and local content are used interchangeably).

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the **Preferential Procurement Regulations, 2011** and the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 (Edition 1) and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)].

1. General Conditions

- 1.1. Preferential Procurement Regulations, 2011 (Regulation 9) makes provision for the promotion of local production and content.
- 1.2. Regulation 9.(1) prescribes that in the case of designated sectors, where in the award of bids local production and content is of critical importance, such bids must be advertised with the specific bidding condition that only locally produced goods, services or works or locally manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Where necessary, for bids referred to in paragraph 1.2 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 1.4. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.5. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

$$LC = [1 - x / y] * 65$$

Where

- x is the imported content in Rand
- y is the bid price in Rand excluding value added tax (VAT)

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Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by the South African Reserve Bank (SARB) at 12:00 on the date of advertisement of the bid as required in paragraph 4.1 below.

The SABS approved technical specification number SATS 1286:2011 is accessible on [http://www.thedti.gov.za/industrial development/ip.jsp](http://www.thedti.gov.za/industrial%20development/ip.jsp) at no cost.

- 1.6. A bid may be disqualified if this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation;

2. Definitions

- 2.1. **“bid”** includes written price quotations, advertised competitive bids or proposals;
- 2.2. **“bid price”** price offered by the bidder, excluding value added tax (VAT);
- 2.3. **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;
- 2.4. **“designated sector”** means a sector, sub-sector or industry that has been designated by the Department of Trade and Industry in line with national development and industrial policies for local production, where only locally produced services, works or goods or locally manufactured goods meet the stipulated minimum threshold for local production and content;
- 2.5. **“duly sign”** means a Declaration Certificate for Local Content that has been signed by the Chief Financial Officer or other legally responsible person nominated in writing by the Chief Executive, or senior member / person with management responsibility (close corporation, partnership or individual).
- 2.6. **“imported content”** means that portion of the bid price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or its subcontractors) and which costs are inclusive of the costs abroad (this includes labour and intellectual property costs), plus freight and other direct importation costs, such as landing costs, dock duties, import duty, sales duty or other similar tax or duty at the South African port of entry;
- 2.7. **“local content”** means that portion of the bid price which is not included in the imported content, provided that local manufacture does take place;
- 2.8. **“stipulated minimum threshold”** means that portion of local production and content as determined by the Department of Trade and Industry; and
- 2.9. **“sub-contract”** means the primary contractor’s assigning, leasing, making out work to, or employing another person to support such primary contractor in the execution of part of a project in terms of the contract.

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3. The stipulated minimum threshold(s) for local production and content (refer to Annex A of SATS 1286:2011) for this bid is/are as follows:

<u>Description of services, works or goods</u>	<u>Stipulated minimum threshold</u>
_____	_____ %
_____	_____ %
_____	_____ %

4. Does any portion of the services, works or goods offered have any imported content?

(Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

1.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by the SARB for the specific currency at 12:00 on the date of advertisement of the bid.

The relevant rates of exchange information is accessible on www.reservebank.co.za

Indicate the rate(s) of exchange against the appropriate currency in the table below (refer to Annex A of SATS 1286:2011):

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

NB: Bidders must submit proof of the SARB rate (s) of exchange used.

5. Where, after the award of a bid, challenges are experienced in meeting the stipulated minimum threshold for local content the dti must be informed accordingly in order for the dti to verify and in consultation with the Accounting Officer / Accounting Authority provide directives in this regard.

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LOCAL CONTENT DECLARATION
(REFER TO ANNEX B OF SATS 1286:2011)

LOCAL CONTENT DECLARATION BY CHIEF FINANCIAL OFFICER OR OTHER LEGALLY RESPONSIBLE PERSON NOMINATED IN WRITING BY THE CHIEF EXECUTIVE OR SENIOR MEMBER/PERSON WITH MANAGEMENT RESPONSIBILITY (CLOSE CORPORATION, PARTNERSHIP OR INDIVIDUAL)

IN RESPECT OF BID NO.

ISSUED BY: (Procurement Authority / Name of Municipality / Municipal Entity):
.....

NB

- 1 The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.
- 2 Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on http://www.thedti.gov.za/industrial_development/ip.jsp. Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. **Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below.** Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

I, the undersigned, (full names),

do hereby declare, in my capacity as

of(name of bidder entity), the following:

- (a) The facts contained herein are within my own personal knowledge.
- (b) I have satisfied myself that:
 - (i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011;

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(c) The local content percentages (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C;

Bid price, excluding VAT (y)	R
Imported content (x), as calculated in terms of SATS 1286:2011	R
Stipulated minimum threshold for local content (paragraph 3 above)	
Local content %, as calculated in terms of SATS 1286:2011	

If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above. The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E.

(d) I accept that the Procurement Authority / Municipality /Municipal Entity has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.

(e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Municipal / Municipal Entity imposing any or all of the remedies as provided for in Regulation 13 of the Preferential Procurement Regulations, 2011 promulgated under the Preferential Policy Framework Act (PPFA), 2000 (Act No. 5 of 2000).

SIGNATURE: _____

DATE: _____

WITNESS No. 1 _____

DATE: _____

WITNESS No. 2 _____

DATE: _____

Tenderer:
Municipality:

Kgatelopele Local

Initial: Authorized Signatories 1 _____

1 _____

Witness 2 _____

2 _____

DECLARATION OF BIDDER’S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

- 1 This Municipal Bidding Document must form part of all bids invited.

- 2 It serves as a declaration to be used by municipalities and municipal entities in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.

- 3 The bid of any bidder may be rejected if that bidder, or any of its directors have:
 - a. abused the municipality’s / municipal entity’s supply chain management system or committed any improper conduct in relation to such system;
 - b. been convicted for fraud or corruption during the past five years;
 - c. willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
 - d. been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004).

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

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury’s Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied). The Database of Restricted Suppliers now resides on the National Treasury’s website(www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		

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4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
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 <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.7.1	If so, furnish particulars:		

CERTIFICATION

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

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

.....
Signature **Date**

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

Tenderer: **Kgatelopele Local**
Municipality:
Initial: Authorized Signatories 1 _____ 1 _____
Witness 2 _____ 2 _____

GENERAL PROCEDURES

1 General Directives

The following general procedures contained in this document have been laid down by the Council and are applicable to all bids, orders and contracts, unless otherwise approved by the Council prior to the invitation of the bids.

Where applicable, special conditions or procedures are also laid down by the Council to cover specific supplies or services.

Where such special conditions or procedures are in conflict with the general conditions and procedures, the special conditions or procedures shall apply.

The bidder shall satisfy himself/herself with the conditions and circumstances of the bid. By bidding, the bidder shall deem to have satisfied himself/herself as to all the conditions and circumstances of the bid.

Formal contract is concluded with the contractors only where this requirement is stated in the bid invitation.

All bids with regard to the bidding of a service e.g. materials, cleaning services; professional services, etc. shall be subject to the negotiation of a Service Level Agreement between the successful bidder and the Municipality. The acceptance of this Service Level Agreement is subject to the approval by the Council of the Municipality.

The written acceptance of bid shall be posted to the bidder or contractor concerned by registered or certified mail.

2 Issuing of bid documents

On the date that the advertisement appears in the Municipality's Tender Bulletin, and/ or media, prospective bidders may request copies of the tender documentation.

The Supply Chain Management Unit will keep a register and potential bidders should sign for receipt of the bid documentation. If a fee is payable, an official receipt must be issued before the bid document is handed to the bidder.

No bid responses from any bidder should be accepted if sent via the Internet, e-mail or fax.

Only the Supply Chain Management Unit will have direct communication between the potential bidders and will facilitate all communication between potential bidders and the Municipality with

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regard to any advertised bid. No line function staff should be allowed to communicate with potential bidders without the approval by the Manager: Supply Chain Management Unit.

The Supply Chain Management Unit will only consider request for the extension of the closing dates of advertised bid if the postponed date can be advertised in the media used to advertise before the original closing date. The closing time may be postponed only if all potential bidders can be advised of the postponed time, in writing, before the original closing time.

The decision to extend the closing date or time rests with the Manager: Supply Chain Management Unit, who must ensure compliance with all relevant rules and regulations and must confirm prior to the action being taken.

3 Payment of bid documents

The bid document will be downloaded on the National Treasury Publication Portal. Website: www.etenders.gov.za at no fee.

4 Public Invitation for competitive bids

The following are procedures for the invitation of competitive bids:

- a) Invitation to prospective service providers to submit bids must be by means of a public advertisement in e-tenders, the website of the municipality or any other appropriate ways (which may include an advertisement in the Government Tender Bulletin) and the public advertisement must contain the following:
 - b) The closing date for the submission of bids, which may not be less than 30 days in the case of transactions over R10 million (Vat included), or which are of a long term nature, or 14 days in any other case, from the date on which the advertisement is placed in a newspaper; subject to the information mentioned below;
- i. Accounting officer may determine a closure date for the submission of bids which is less than the 30 or 14 days' requirement, but only if such shorter period can be justified on the grounds of urgency or emergency or any exceptional case where it is impractical or impossible to follow the official procurement process.
- ii. Bids submitted must be sealed.

1. The following information must appear in any advertisement:

- Bid number;
- Description of the requirements;
- The place where the bid documents can be obtained;
- The date, time and venue where site inspection/briefing session will be (if applicable);
- Closing date and time;

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- The name and telephone numbers of the contact person for any enquiries
- 2. Site meetings of briefing sessions**

A fully explanatory briefing session must be conducted before the close of the bids to ensure that the bidders understand the scope of the project and that they can comply with the conditions and requirements. (Only if briefing is applicable)

3. Handling of bids submitted in response to public invitation

a) Closing of bids

All bids will close at **12H00** on a date as stipulated on the advertisement, which must be reflected in the bid document.

Bids are late if they are received at the address indicated in the tender documents after the closing date and time.

A late bid should not be admitted for consideration and where practical should be returned unopened to the bidder accompanied by explanation.

b) Opening of bids

Bids are opened in public as soon as possible after the closure in the presence of the Manager: Supply Chain Management AND or their delegate.

The official opening the bids should in each case read out the name of the bidder and the amount of the bid.

The bid should be stamped with the official stamp of the Municipality and endorsed with the signatures of the person opening it and of the person in whose presence it was opened.

Bids should be recorded in a register kept for that purpose.

c) Validity Period of the bids

The validity periods should not exceed 90 (ninety) days and is calculated from the date of bid closure endorsed on the front cover of the bid document.

Should the validity period expire on a Saturday, Sunday or Public holiday, the bid must remain valid and open for acceptance until the closure on the following working closing.

d) Consideration of bids

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- The Council takes all bids duly admitted into consideration.
- The Council reserves the right to accept the lowest or any bid received.
- The decision by the Municipality regarding the awarding of a contract must be final and binding

4. Evaluation of bids

The following are criteria against which all bids responses will be evaluated:

Compliance with bid conditions;

- Bid submitted on time,
- Bid forms signed and each page initialled
- All essential information provided
- Submission of Central Supply Database (CSD) summary of registration report
- Submission of a Joint Venture Agreement, which has been properly signed by all parties
- Payment of Municipal Fees

Meeting technical specifications and comply with bid conditions;

- Only bidders who are registered in the relevant professional body will be considered. This requirement will remain in force as long as it is a requirement of that specific professional body.
- The Joint Ventures, all companies, which are part of the joint venture, must be registered with the professional body. The company that meets the requirement of professional body will be considered.

The conditions of bid may stipulate that a bidder must score a specified minimum number of points for functionality to qualify for further evaluation.

- Only bids who attained the minimum score will be considered.

5. Acceptance of bids

- Successful bidders must be notified at least by registered post of the acceptance of their bids, but that acceptance however, will only take effect after completion of the prescribed contract form.
- The successful service provider will be required to sign the service level agreement.
- Unsuccessful bids should not be returned to bidders, but should be placed on record for audit purposes.
- A register or records should be kept of all bids accepted

6. Publication of bids results

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The particulars of the successful bidders should be published in the Municipality's Tender Bulletin and website on which the bid was advertised.

7. Cancellation and re-invitation of bids

- In the event that in the application of the 80/20 preference point system as stipulated in the bid documents, all bids received exceed the estimated Rand Value of R50 000 000.00, the bid invitation must be cancelled. If one or more of the acceptable bid(s) received are within the R50 000 000.00 threshold, all bids received must be evaluated on the 80/20 preference point system
- In the event that, in the application of the 90/10 preference point system as stipulated in the bid documents, all bids received are equal to or below R50 000 000.00, the bid must be cancelled. If one or more of the acceptable bid(s) received are above the R50-million threshold, all bids received must be evaluated on the 90/10 preference point system

If a bid is cancelled as indicated above, the correct preference point system must be stipulated in the bid documents of the re-invited bid.

The Municipal Manager may, prior to the award of a bid, cancel the bid if:

- Due to changed circumstances, there is no longer a need for the services, works or goods requested. Municipal Manager must ensure that only goods, services or works that are required to fulfil the needs of the institution are procured. Or
- Funds are no longer available to cover the total envisaged expenditure.
- Municipal Manager must ensure that the budgetary provisions exist prior to inviting bids: or
- No acceptable bids are received (If all bids received are rejected, the institution must review the reasons justifying the rejection and consider making revisions to the specific conditions of contract, design and specifications, scope of the contract, or a combination of these, before inviting new bids).

19 Sale and Letting of Asset

The Preferential Procurement Regulations, 2017 is not applicable to the sale and letting of assets in instances where assets are sold or leased by means of a bidding process, the bid must be awarded to the bid with the highest price.

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BID NUMBER: KLM2024/25/011

SPECIAL CONDITIONS OF CONTRACT

1. Consideration will only be given to legal service providers with a contact person specializing in the listed categories, and also with **relevant professional registration status**.
2. A contact person for the firm must be a professionally registered person in the employment of the firm or company.
3. **The appointment will be subject to the availability of a relevant professional person in the Danielskuil/Northern Cape office. Upon allocation of work, the service provider will be required to establish offices within Danielskuil/Northern Cape within thirty (30) days from the date of notification and availability of the relevant professional person in the office. Failure to comply will result in the withdrawal of the allocated work/service.**
4. Verifications of offices and all submitted documents will be conducted for all firms/companies that are allocated work/services.
5. Audits may be conducted from time to time to verify the information submitted in the application forms. Any inconsistency, if not reported to Kgatelopele Local Municipality, will constitute false declaration and thus lead to termination.
6. Only one bid document with attachments per firm/consultancy can be submitted and not for each and every branch/office.
7. Any changes in key technical personnel (due to resignations, transfers, replacements, etc.) should be reported to Kgatelopele Local Municipality in order to record the changes.
8. The allocation of work/services to be rendered will be on the basis of as and when the need arises.
9. The allocation of work/services to be rendered will be on a rotational basis within the various streams.
10. The Municipality is looking to appoint a maximum of 35 service providers per stream.

Tenderer:

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BID NUMBER: KLM2024/25/011

BID DESCRIPTION: PANEL OF EXPERTS FOR THE PROVISION OF LEGAL SERVICE PROVIDERS FOR A PERIOD OF THREE (3) YEARS IN THE KGATELOPELE LOCAL MUNICIPALITY.

BID SPECIFICATIONS

- Only professionals listed in the streams below are required to submit their bids.
- A relevant registered professional means a person specializing in the categories listed below.

Mark with X on your core function (s) (**maximum of 3 core functions** per firm/company)

1	Litigation	
2	Environmental Law (Conservation legislation)	
3	Commercial law, Contract law and Construction Law	
4	Procurement Law, Administrative Law and Constitutional Law	
5	Public Private Partnerships	
6	Intellectual Property Law	
7	Conveyancing and Property Law	
8	Employment Law and Alternative Dispute Resolution	
9	Criminal Law (also relating to environmental crimes)	

1. The capacity of a firm or consultancy, in terms of technical personnel, skills and other resources will play a role in the allocation of work.
2. Abridged CVs (max 4 pages) of all technical personnel must be attached in the relevant section provided.

Tenderer:

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**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

2. GENERAL CONDITIONS

2.1 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).

2.2 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.

2.3 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.

2.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

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

2.5 Failure on the part of a tenderer to submit proof or documentation required in

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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.

2.6 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.

3. 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).

4. 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:

$$Ps = 80 \left(1 - \frac{Pt - P \min}{P \min} \right) \text{ or } Ps = 90 \left(1 - \frac{Pt - P \min}{P \min} \right)$$

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

3.3. 3.2.1. POINTS AWARDED FOR PRICE

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

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

Where

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

5. 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.)

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The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)	Means of verification
Pricing	80		
Specific goals	20		
- 100% Black owned (HDP)	5		CIPC registration certificate / Detailed CSD report / Certified copy RSA Identity document of the director(s).
- Youth (HDP)	5		
Locality			
- Resident of KLM=10	10		CSD / proof of municipal accounts/ proof of residence signed by ward Councilor (for those residing in rural areas)
- Resident of ZFMD =6			
- Resident of NC=4			
- Resident of RSA=2			
- Non -Resident of RSA=0			
Total points for Price and Specific Goals	100		

EVALUATION PROCESS AND CRITERIA

This bid will be evaluated in two (2) phases.

Phase 1

The following evaluation process and criteria will be used to evaluate all bids submitted:

E. Administrative Compliance – Phase One

1.1 All bids duly lodged will be examined to determine compliance with bidding requirements and conditions. Bids with obvious deviations from the requirements/conditions, will be eliminated from further evaluation.

1.2 Critical Criteria:

The following critical criteria have been identified for this bid and any non-compliance thereto will lead to the bid being regarded as non-responsive and disqualified from further evaluation:

- Provide Central Supplier Database (CSD) **number (attach summary CSD registration report)**.
- All Pages of the document initialed and signed where required.
- Completed and signed declaration on past SCM practices form. **(MBD8)**
- Completed and signed declaration of interest **(MBD4)**
- Proof of company registration with professional body
- Certified ID copies of the directors of the company
- Proof of Professional indemnity must be submitted.
- Signed J/V agreement submitted (Where applicable).
- Copy of municipal rates and taxes statement of account which is not older than three (3) months or valid lease agreement or letter from local authority not older than 3 months.

Phase 2A

The bidder must obtain a minimum score of 70 from points. Bidders will be ranked according to the points scored for their placement on the panel according to the Municipality’s allocation per stream.

FUNCTIONALITY RESPONSIVENESS CRITERIA AND WEIGHTINGS APPLICABLE FOR THIS BID (FOR LEGAL SERVICES)

Note: Please use the response format for this section attached hereto as Annexure A 1-3

No	Functionality criteria	Weighting factors	Points	Documents to be submitted for evaluation purposes	Points allocation
1	<p>References</p> <p>The bidder must provide three contactable reference/recommendation letter for each service category the bidder is bidding for in the format provided in annexure A1 attached hereto, from clients where the bidder most recently provided the relevant services.</p>	10	5	Three contactable reference/recommendation letter per service category the bidder is bidding for, in the format provided in annexure A1 attached hereto, from clients where the bidder most recently provided the relevant services	4- Average overall assessment 5 -Excellent overall assessment
2	<p>Lead Attorney: Knowledge and expertise</p> <p>The bidder must show experience, expertise and competence of not less than 5 (five) years (post admission) of the lead attorneys (LA) in each service category the bidder is bidding for.</p>	30	5	Returnable table (a) indicating lead attorneys(s) experience, expertise and competence of not less than 5 five) years (post admission) in each service category the bidder is bidding for and admission as an attorney.	4-LA has between 5- and 10-years’ experience. 5-LA attorney has experience of 10 years or more.
3	<p>Project Team: Knowledge and expertise</p> <p>The bidder must demonstrate experience, expertise and competence of lawyers in the current bidders employ in the service category the bidder is bidding for including ability to conduct research.</p>	40	5	<p>Returnable table (b) indicating lawyers making up the project team under each service category the bidder is bidding for demonstrating in relation to the selected service category the lawyers’:</p> <ul style="list-style-type: none"> • experience (including years), expertise and competencies; • ability to conduct research and types of researches conducted; • position/designation; and • indication of admission as attorney. 	4-Average knowledge and expertise 5-Excellent knowledge and expertise

No	Functionality criteria	Weighting factors	Points	Documents to be submitted for evaluation purposes	Points allocation
4	<p>Capacity</p> <p>The bidder must demonstrate experience in the service categories they are bidding for.</p>	20	5	<p>Returnable table (c) indicating relevant experience and exposure as well as the capacity of the bidder /lead partner/project team's in relation to the selected service categories providing the following details:</p> <ul style="list-style-type: none"> • client name; • transaction description; • transaction value; • project period; • description of services performed and extent of bidders'/lead partners'/teams' responsibilities 	<p>4- Average capacity</p> <p>5- Excellent capacity</p>
Total Score		100	20		

The bidder must provide details of recent matters handled by the bidder as it relates to the above categories 1-4. Please refer to Table (a), of this document for the format in which the required information must be provided.

NB: Qualification Threshold – Bidders must achieve 70% per the above criteria, for each service category, for consideration to the next phase of evaluation in respect of that service category. *Bidders who fail to comply with the set minimum threshold of 70% per the above requirements WILL be eliminated and bidders who comply will progress to the next phase of evaluation.*

6.3. PHASE 3: EVALUATION OF BID RESPONSES USING THE PRICE AND SPECIFIC GOALS

6.3.1. Stage 1: Price Evaluation

6.3.1.1. Bidders must submit their Pricing Schedule and in doing so must propose tariffs relevant for the following categories: -

FOR LEGAL SERVICES

- Candidate Attorneys
- Legal Advisors / Attorneys with 3 (three) years or less relevant post-article experience;
- Legal Advisors / Attorneys with more than 3 (three) years, but equal to or less than 7 (seven) years' relevant post-article experience;
- Legal Advisors / Attorneys with more than 7 (seven) years but equal to or less than 15 (fifteen) years' relevant post-article experience; and
- Legal Advisors / Attorneys with more than 15 (fifteen) years' relevant post-article experience.

6.3.1.3. Kgatelopele Local Municipality reserves the right to review the proposed tariffs on or before the anniversary of the agreement and in its sole discretion propose to the service provider adjustments thereto.

6.3.1.4. Kgatelopele Local Municipality reserves the right to indicate the level of Legal Advisor / Attorney / that is required to render the specific legal services to Kgatelopele, with reference to the aforesaid categories. Should a service provider choose to assign a Legal Advisor / Attorney / who falls in a higher category to attend to an instruction, such service provider may not charge the higher fee.

6.3.1.5. In the event that Kgatelopele Local Municipality has not prescribed the level of Legal Advisor / Attorney required for a specific instruction, the bidder must in good faith appoint a Legal Advisor / Attorney with suitable experience and qualifications (for legal services).

6.3.1.6. In the event that a Legal Advisor / Attorney moves to a new higher category during the service provider's appointment term, the service provider shall notify Kgatelopele Local Municipality accordingly in writing and Kgatelopele Local Municipality shall have the right to request another Legal Advisor / Attorney / from the service provider who is at the same category as the Legal Advisor / Attorney / who as initially

appointed to replace him/her before such Legal Advisor / Attorney / renders his/her next account to Kgatelopele Local Municipality.

6.3.1.7. The service provider is required to advise Kgatelopele Local Municipality of any new professional staff members appointed during the contract term to attend to Kgatelopele Local Municipality instructions and shall furnish Kgatelopele Local Municipality with a short CV, including the appointee's applicable category, prior to such new appointee commencing work on a Kgatelopele Local Municipality matter.

6.3.1.8. Service providers will be regarded as having acted in bad faith in the event that Kgatelopele Local Municipality finds:

- instructions and/or duties that could be attended to, or executed by junior staff members have been assigned to senior Legal Advisors / Attorneys / and billed for at such senior staff members' rates;
- multiple Legal Advisors / Attorneys / have been assigned to attend to a single instruction without any proper justification, such as the complexity or magnitude of a matter and/or the service provider failed to request Kgatelopele Local Municipality' prior permission in writing to appoint multiple Legal Advisors / Attorneys / for such an instruction; and
- unrealistic time billing taking into account the nature (i.e. relative simplicity) of any action performed and/or service rendered by a Legal Advisor / Attorney .

The aforesaid list is not exhaustive. Bidders must note that transgressions such as the above may lead to Kgatelopele electing not to make any further use of the services of such service provider.

ANNEXURE A1
Reference Letter

Response format for paragraph 6: The bidder's references, experience, lead attorney and the lawyers listed for each service category¹

Request for Proposal No: _____

Name of Bidder: _____

Service Category: _____

BIDDER'S REFERENCE LETTER TEMPLATE

(CLIENT'S LETTERHEAD)

[Date]

To whom it may concern

[Bidder's name] has been rendering / rendered ***[service category]*** to ***[client's name]*** since ***[date]*** / during the period from ***[start date]*** to ***[end date]*** and ***[client's name]*** hereby gives ***[bidder's name]*** an overall assessment of ***[average/excellent]*** for services rendered.

[Insert any other relevant information]

Should you require any further information in this regard please do not hesitate to contact the writer hereof.

Sincerely,

Full name:
Designation:
Telephone Number:
Email address:

ANNEXURE A2
Returnable Table (a)

**BIDDER'S LEAD ATTORNEY'S 'S
EXPERIENCE:**

Table (a) details of the lead attorney's current and past experience in the service categories the bidder is bidding for (please refer to paragraphs 6.2.1 and 6.2.2 of this RFP document):

Name	Years of experience post admission/registration	Position / Designation	Qualifications	Admission as attorney (yes/no)	Relevant Experience	
					Projects / matters worked on and relevant period	Description of services rendered and extent of the lead attorney's responsibility

ANNEXURE A3
Returnable Table (b)

BIDDER'S LIST OF TEAM MEMBER'S EXPERIENCE:

Table (b) list of the team member's current and past experience in the service categories the bidder is bidding for (please refer to paragraphs 6.2.1 and 6.2.2 of this RFP document):

Name	Years of experience post admission/registration	Position / Designation	Qualifications	Admission as attorney (yes/no)	Research conducted/type of data collected	Relevant Experience	
						Projects / matters worked on and relevant period	Description of services rendered and extent of attorney's responsibility

Table (c) details of the bidders current and past experience in the service categories the bidder is bidding for (please refer to paragraphs 6.2.1 and 6.2.2 of this RFP document):

BIDDERS CAPACITY:

Client Name	Transaction/Project Description	Transaction/Project Value	Project period (Start and End Dates)	Description of service performed and extent of Bidder's responsibilities

Bidders must provide details of not more than 3 (three) recent matters handled by the bidder as it relates to each service category the bidder is bidding

List your current contracts and obligations

Description	Value (RM)	Start date	Duration	Expected completed date	Client and contact details

Do you have capacity to supply the goods and services described in this bid, should a contract be awarded to you? _____

STAFFING PROFILE

Permanently employed staff: gender and race	Number of staff
Temporary staff to be employed for the project: gender and race	Number of staff

Provided information on key staff you intend utilizing on this contract, should it be awarded to you.

Name	Position in your organization	Qualifications	Experience

--	--	--	--

PREVIOUS EXPERIENCE

Provide the following information on relevant previous experience (indicate specifically projects of similar or larger size and/or which is similar with regard to type of work.

Description	Value (R, VAT excluded)	Year(s) executed	Reference		
			Name	Organization	Tel no

Good standing with SA Revenue Services (Attach an original copy a Tax clearance certificate)

Compliance with Employment Equity Act 55 of 1998

Attach a valid certificate from the Department of Labour, or a declaration by the designated employer, that the employer complies with the relevant chapters of the Employment Equity Act. A failure to comply with the above is sufficient ground for rejection of any offer to conclude an agreement or for cancellation of the agreement.

Definitions in terms of the above mentioned Act

“designated employer means: -

- a) an employer who employs 50 or more employees;
- b) an employer who employees fewer than 50 employees, but has a total annual turnover that is equal to or above the applicable annual turnover of a small business in terms of Schedule 4 to this Act.”

“Schedule 4”

TURNOVER THRESHOLD APPLICABLE TO DESIGNATED EMPLOYERS

Sector or sub sector in accordance with the Standard Industrial Classification	Total annual turnover
Agriculture	R 2,00 m
Mining	R 7,50 m
Manufacturing	R 10,00 m
Electricity, Gas and Water	R10,00 m
Construction	R 5,00 m
Retail and Motor Trade and Repair Services	R 15,00 m
Wholesale Trade and Repair Services	R 25,00 m
Catering, Accommodation and Other Trade	R5,00 m
Transport, Storage and Communications	R 10,00 m
Finance and Business Services	R 10,00 m
Community, Social and Personal Services	R 5,00 m

SMME Status

Provide details on the following:

Sectors/Sub-Sector in which located :

Total Full-time Equivalent of paid Employees:

Total Annual Turnover :

Total Gross Asset Value :

Size or Class (Medium, Small, Very Small, Micro) :

Note =: If all of the above does not adhere to the definition of a single class, use the Total Annual only to decide on the class.

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

MBD 4

DECLARATION OF INTEREST

1. No bid will be accepted from persons in the service of the state¹.
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority.
3. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

3.1 Full Name of bidder or his or her representative:

3.2 Identity Number:

3.3 Position occupied in the Company (director, trustee, hareholder²):

.....

3.4 Company Registration Number:

3.5 Tax Reference Number:

3.6 VAT Registration Number:

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

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

3.8.1 If yes, furnish particulars.

.....
.....

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

(a) a member of –

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

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

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

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

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

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

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

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

3.9.1 If yes, furnish particulars

.....

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

3.10.1 If yes, furnish particulars.

.....

.....

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

3.11.1 If yes, furnish particulars

.....
.....

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

3.12.1 If yes, furnish particulars.

.....
.....

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

3.13.1 If yes, furnish particulars.

.....
.....

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

3.14.1 If yes, furnish particulars:

.....
.....

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

Full Name	Identity Number	State Employee Number

--	--	--

.....

Signature

.....

Date

.....

Capacity

.....

Name of Bidder

CERTIFICATE FOR MUNICIPAL SERVICES AND PAYMENTS

TO: MUNICIPAL MANAGER, KGATELOPELE LOCAL MUNICIPALITY

FROM: _____ (Name of Bidder)

FURTHER DETAILS OF BIDDER(S); DIRECTORS/SHAREHOLDERS/PARTNERS, ETC.

Directors/ shareholders/ Partners	Physical address of the Business	Municipal Account No.	Physical residential address of the Director/Shareholder/Partner	Municipal Account No.

NB: Please attach certified copy (ies) of ID document(s)

Signatory _____
Date

Witnesses

1. _____
Full Names _____ _____
Signature Date

2. _____

Full Names

Signature

Date

MBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

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

that:

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

- (b) Could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) Provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium 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

ANNEXURE “E” DATABASE FORMS

Please read the following instructions very carefully

Incomplete or missing information will lead to disqualification

1. This bid uses only quality-based selection and does not have a financial component. When a firm/company is appointed for a project the financial issues will be addressed.
2. The municipality will be developing several data bases as per **core functions** so please ensure that the core functions you marked in Form F are the same as the documents you complete for data basing
3. A firm/company may submit 1, 2 or 3 (max) forms for data-basing purposes
4. As the forms submitted per core function will be databased by various departments in the municipality it is imperative that you supply **ALL** requested information per submission (e.g. you may need to submit your company registration documents for all 3 submissions)
5. Please submit documents using the format supplied. Any deviations will result in disqualification
6. All copies must be certified and valid (not older than 3 months)
7. Personnel may appear in more than one application for a core function
8. If you are going to make use of e.g. a health and safety agent/manager from another company please submit an affidavit in which the relevant person declares to being part of your submission
9. The tender documents must be submitted using the format provided, including the sequence of documents.

PACKAGING OF THE DOCUMENT (RETURNABLES)

GENERAL INFORMATION OF THE COMPANY

Please print in block letters. Where necessary use additional papers/sheets to furnish all details requested.

Company Name:	
Postal Address:	
Physical Address:	
Company registration no.	
Contact Person (relevant professional):	
Qualifications of the relevant Professional:	
Professional Registration No. of the Professional (provide proof):	
Office Telephone number:	
Office Fax number:	

E-Mail address:	
Cell-phone no. (of contact person):	

FURTHER INFORMATION ABOUT YOUR FIRM

Date on which the firm was established

.....

Date office established in Northern Cape Province:.....

Type of Firm (tick)

Partnership	One Person Firm	Closed Corporation	Pty Limited
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ATTACH VALID DOCUMENTS FOR THE FOLLOWING INFORMATION:

All supporting documents listed in the table below to be attached behind this page.

Item	Tick if included
1. COPY OF YOUR COMPANY REGISTRATION DOCUMENT (Ownership of the Firm (please provide copy of original certificate of shareholding with stamp from registrar of companies)	
2. PROOF OF CENTRAL SUPPLY DATABASE REGISTRATION	
3. COPY OF COMPANY MEMBERSHIP OF PROFESSIONAL BODY e.g. SBTACO, SAICE etc.	

4. COPY OF BBBEE CERTIFICATE	
5. CERTIFIED IDENTITY DOCUMENT OF THE DIRECTORS OF THE COMPANY	
6. TAX CLEARANCE CERTIFICATE OR PIN	
7. VAT REGISTRATION NUMBER (attach valid original clearance certificate)	
8. PROOF FROM DEPARTMENT OF LABOUR FOR COMPLIANCE TO EMPLOYMENT EQUITY	
9. SIGNED J/V AGREEMENT SUBMITTED (Where applicable).	
10. COPY OF MUNICIPAL RATES AND TAXES STATEMENT (which is not older than three (03) months) or LEASE AGREEMENT or LETTER FROM TRIBAL AUTHORITY	

CORE FUNCTION

DESCRIPTION (I.e. Water, Roads and Stormwater, Structural, Survey, Electrical, etc)

Only for the co-function selected or tendered for;

- The tender document still to be submitted as one document.
- All the relevant and valid supporting documents to be attached.
- Each bidder to clearly indicate which core function/s they are tendering for.
- One company may submit only for a maximum of three core functions.
- The key staff information per core function may repeat where necessary.
- Use separators with for each and every section.

