



TENDER DLM03/2025/2026
APPOINTMENT OF A PANEL OF ATTORNEYS/FIRMS OF ATTORNEYS FOR PROVISION OF LEGAL SERVICES FOR DIPALESENG
LOCAL MUNICIPALITY FOR A PERIOD OF THREE (3) YEARS

NAME OF TENDERER:
CENTRAL SUPPLIER
DATABASE (CSD)
TAX COMPLIANCE
STATUS
(TCS) PIN ON
TENDERED AMOUNT INC VAT
TELEPHONE No:
TELEFAX No:
E-MAIL ADDRESS:
PHYSICAL ADDRESS:

Issued by:
Municipal Manager
Dipaleseng Local Municipality
PRIVATE BAG X1005
BALFOUR
2410

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VAT REGISTRATION NUMBER							
E-MAIL ADDRESS							
FACSIMILE NUMBER		CODE		NUMBER			
CELLPHONE NUMBER							
TELEPHONE NUMBER		CODE		NUMBER			
STREET ADDRESS							
POSTAL ADDRESS							
NAME OF BIDDER							
SUPPLIER INFORMATION							
2410							
BALFOUR							
DIPALESENG							
THEMBA SHOZI							
CNR. JOHNNY MOKOENA DRIVE AND							

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE
 BOX SITUATED AT (STREET ADDRESS)

THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).					
DESCRIPTION		PROJECT DLM 03/2025/2026 APPOINTMENT OF A PANEL OF ATTORNEYS FOR A PERIOD OF THREE (3) YEARS			
BID NUMBER:	DLM03/2025/2026	CLOSING DATE:	28 OCTOBER 2025	CLOSING TIME:	12:00
YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF DIPALESENG LOCAL MUNICIPALITY					

PART A

MBD 1

TAX COMPLIANCE STATUS		TCS PIN:		OR		CSD No:	
B-BBEE STATUS		B-BBEE STATUS		B-BBEE STATUS		B-BBEE STATUS	
LEVEL VERIFICATION CERTIFICATE		LEVEL VERIFICATION CERTIFICATE		LEVEL VERIFICATION CERTIFICATE		LEVEL VERIFICATION CERTIFICATE	
[TICK APPLICABLE BOX]		[TICK APPLICABLE BOX]		[TICK APPLICABLE BOX]		[TICK APPLICABLE BOX]	
[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 SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?		[IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN SUPPLIER BASED FOR THE GOODS /SERVICES /WORKS OFFERED?		[IF YES, ANSWER PART B.3]	
☐ Yes ☐ No		☐ Yes ☐ No		☐ Yes ☐ No		☐ Yes ☐ No	
TOTAL NUMBER OF ITEMS OFFERED		TOTAL BID PRICE		DATE			
SIGNATURE OF BIDDER							
CAPACITY UNDER WHICH THIS BID IS SIGNED							
ENDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:				TECHNICAL INFORMATION MAY BE DIRECTED TO:			
DEPARTMENT/ DIVISION		Corporate Services		CONTACT PERSON		Ms Gugu 072 868 6752	
CONTACT PERSON		Dikeledi Mashiane		TELEPHONE NUMBER		071 282 9446	
TELEPHONE NUMBER		(017) 004-0027/ 071 282 9446		FACSIMILE NUMBER		N/A	
FACSIMILE NUMBER		017 773 0169		E-MAIL ADDRESS		selepeg@dipaleseng.com	
E-MAIL ADDRESS		Mashiane@dipaleseng.com					

PART B TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION: 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION. 1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED-(NOT TO BE RE-TYPED) OR ONLINE 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.	2. TAX COMPLIANCE REQUIREMENTS 2.1. BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS. 2.2. BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS. 2.3. APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA. 2.4. FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B.3. 2.5. BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID. 2.6. IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER. 2.7. WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS	
3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? ☐ YES ☐ NO 3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA? ☐ YES ☐ NO 3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? ☐ YES ☐ NO 3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? ☐ YES ☐ NO 3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? ☐ YES ☐ NO IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.	

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

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

DATE:

APPOINTMENT OF PANEL OF ATTORNEYS / LAW FIRMS AS AND WHEN REQUIRED FOR A PERIOD OF THIRTY SIX (36) MONTHS

TENDER NO: DLM03/2025/2026

Tenders are hereby invited for the following Office: Corporate Services: Section: Legal Services

DIPALESENG LOCAL MUNICIPALITY

Adjudication: 80/20

Tenders will be evaluated using functionality evaluation criteria of 100 points of which the service provider is required to score the minimum of 70 points in order to be considered for further evaluation. Tenders will be evaluated using the 80/20 preference point system which awards 80 points for Price and 20 points for Specific Goals.

PRICE	Specific Goals	Total points for Price and Specific Goals must not exceed
80	20	100

Documents Collection: Documents can be downloaded from Dipaleseng Website and from supply chain offices from 07:45 – 16:15 Monday to Friday at a fee of R 2300.00

Technical Enquiries: Mr PM. Mokoena Tel: 066 250 0776

Tender Documents: Ms Mashiane Dikeledi Tel: (017) 004 0027/ 071 282 9446

Documents available: As from **Tuesday 10 October 2025 Supply Chain Office** from 07:45 till 16:45 at a fee of R2300 or Can be downloaded on www.dipaleseng.com (N:B for bidders who choose to download the tender document must also Pay a fee of R2300 and failure to attach proof of payment will result in automatic disqualification)

Closing date: 28 October 2025
Time: 12:00
Tender Box
 Venue: Tender boxes are situated at the reception desk of the Supply Chain Management Unit, situated on 24 Corner Johnny Mokoena Drive and Themba Shoji Street.

Municipal Manager
 MR L CINDI

COMPULSORY TENDER DOCUMENTS:

1. Tax Clearance Certificate / Tax Compliance Status documents with Pin.
- Each company within the Joint Venture / Consortium must submit Tax Clearance Certificate or a copy of Tax Compliance Status document with Pin
2. Certified copies of ID's for company/entity directors
3. The bidding entity as well as all its directors must submit Municipal account not more than three (03) months / ninety (90) days plus in arrears at the time of the closing date.
4. A valid lease agreement which is in the name of the business and or directors /shareholders, which must stipulate who is responsible for payment of Municipal services; or
5. If the Bidding Entity operates from informal settlement and is not responsible for Municipal account/services.
- 5.1. the bidder must submit confirmation on Municipality/Metro letterhead signed and stamped from the ward councillor/delegate.
6. If the Bidding Entity operates from parents' place and is not responsible for Municipal account;
- 6.1 the bidder must submit the property owner's Municipal account and a Sworn Affidavit of the property owner with and original stamp from the Commissioner of Oaths.
7. Sign Declaration of Municipal Account
8. Central Supplier Database (CSD) registration report
9. Completed and Signed Schedule of Quantities
10. Authority of Signatory must be completed and signed in case of a business not sole proprietor or one-person business or board of director's resolution authorizing signature to sign off the bid documents.
11. MBD 1: Invitation to tender
12. MBD 4. Declaration of Interest.
13. MBD 6.1 Preferential Points
14. MBD 8: Declaration of bidders past supply chain management practices
15. MBD 9: Certificate of independent bid determination.

BIDDING TENDER CONDITIONS:

1. All suppliers of good & services are urged to register in the National Treasury web based Central Suppliers Database with Effect from 1 July 2016 @ www.csd.gov.za
2. As per National Treasury Instruction No.4 A of 2016/2017 National Treasury Supplier Database, organs of state must ensure that suppliers awarded business with the State are registered on the CSD prior to award letter/purchase order/signed contract being issued.
3. According to the amended Codes of Good Practice, an *Exempted Micro Enterprise (EME)* is only required to obtain a sworn affidavit or a certificate issued by Companies Intellectual Property Commission (CIPC) confirming their annual turnover of R10 million or less and level of Black ownership to claim BEE points
4. According to the amended Codes of Good Practice, Qualifying Small Enterprise (QSE) is only required to obtain a sworn affidavit or a certificate issued by Companies Intellectual Property Commission (CIPC) confirming their annual turnover of R50 million or less and level of Black ownership to claim BEE points.
5. A trust, consortium or joint venture will qualify for points for the BBBEE status level as a legal entity, provided that the entity submits their consolidated BBBEE status level certificate. If a bidder does not submit a certificate substantiating the BBBEE status level of contribution/ and where 80 points will be price, and 20 points is BBBEE component.
6. Certified copies of their BEE certificates from an accredited BEE verification agency with their tender submission or sworn Affidavit.

7. Tenders by joint ventures are to be accompanied by the Document Formation of the joint venture, duly registered and authenticated by a Notary Public or other official deputized to witness sworn statements. This document must define precisely the conditions under which the joint venture will function, the period for which it will function, the persons authorized to represent and obligate it, the address for correspondence, the participation of several firms forming the joint venture and any information necessary to permit a full appraisal of its functioning, including a clause to the effect that the members of the joint venture are jointly and severally bound.
8. No late tender will be accepted.
9. Telefax or e-mail tenders will not be accepted.
10. Tenders may only be submitted on the bid documents as provided by Dipaleseng.
11. The use of Tipp-ex is not allowed on the bid documents.
12. Bids completed in pencil will be regarded as invalid bids.
13. No page(s) may be removed from the original tender document.
14. No electronic signature will be accepted the bidder's signature must always be signed by hand in black ink.
15. Requirements for sealing, addressing, delivery, opening and assessment of tenders are stated in the tender document.
16. In the event of a mistake having been made on the pricing schedule, it shall be crossed out in ink and be accompanied by a full signature at each and every alteration.
17. The Municipality reserves the right to reject the bid if corrections are not made in accordance with the above.
18. The lowest or any tender will not necessarily be accepted, and Dipaleseng reserves the right to accept a tender in whole or in part.
19. The validity period for this tender is ninety (90) days.
20. A Corporate social responsibility contribution of two (2) percent inclusive of 15% VAT will be levied on all companies/ service providers appointed as successful bidders if such companies are not based in the area of jurisdiction of Dipaleseng.
21. The Municipality reserve the right to negotiate a fair market related price with recommended bidders after a competitive bidding process or price quotations.
22. The Municipality reserves the right to appoint and not to appoint.
23. All tender prices must be inclusive of VAT for all registered VAT vendors.
24. All bid prices must be in RSA currency and inclusive of VAT. All prices and details must be legible / readable to ensure the bid will be considered for adjudication.
25. In the instance of a term tender (period longer than one year), please indicate the estimated annual price increase and the intervals of such increases.
26. All bids must be submitted on the official forms and may not be re-typed, copied or scanned.
27. Bids will be opened immediately after the closing date and time in a venue to be indicated.
28. No bids will be accepted from persons in the service of the state as it is defined in the Municipal Finance Management Act and Regulations.
29. The supply chain management policy of Dipaleseng Local Municipality allows persons aggrieved by decisions or actions taken by the municipality in the implementation of its supply chain management system, to lodge within fourteen (14) days of the decision or action a written objection or complaint to the municipality against the decision or action.
30. Tender documents may be downloaded from at www.dipaleseng.com

DECLARATION OF BIDDER/S MUNICIPAL ACCOUNT(S)

NAME OF BIDDING ENTITY.....

Declaration in terms of paragraph 38(1)(d)(i) of the Supply Chain Management Policy of the DLM irrespective of the contract value of the bid:

NB: Please not that this declaration must be completed by all bidders

- (i) I, the undersigned hereby declare that the signatory to this tender document, is duly authorised and further declare:
- (ii) That the bidding entity as well as all its directors /shareholders must submit Municipal account which is not more than three (3) months in arrears or valid lease agreement which is in the name of the business and or the directors, which must stipulate who is responsible for payment of municipal services.
- (iii) That the copy of the lease agreement/municipal account in the name of the bidding entity and Lessee will only be accepted if water and lights are part of lease payment.
- (iv) I acknowledge that should it be found that any Municipal Rates and Taxes or Municipal charges as set out in (ii) above are in arrears for more than three (3) months, the bid will be rejected and DLM may take such remedial action as is required, including the rejection of the bid and/or termination of the contract. (Unless if the bidder has attached proof of the payment arrangement of the arrears to the bid document as at the closing date of the submission of bids)
- (v) The following accounts of the bidding entity has reference:

Municipality
Account number

(NB: if insufficient space above, please submit on a separate page)

.....
.....
.....
.....

(vi) If the Bidding Entity operates from home/ family place and is not responsible for Municipal account, the bidder must sign Declaration of Municipal Account.

	Yes	No
Bidding entity who operates from informal settlement		
NB: If yes, the Bidding Entity operates from informal settlement and is not responsible for Municipal account/services.		
The bidder must submit confirmation on Municipality letterhead signed and stamped from the ward councillor/delegate.		
Bidding entity who operates from a property owned by a director / member / partner		
Bidding entity who operates from somebody else's property (non-Rental paying) N.B: If yes, attach confirmation affidavit of the property owner confirming who is responsible for payment of water and lights.		
Bidding entity who rent premises from a landlord N.B: Attach lease agreement which stipulate who is responsible for payment of Municipal services.		
Other (Please specify)		

(vii) If the Bidding Entity operates from home/ family place and is not responsible for municipal account, the bidder must submit Sworn Affidavit. (Applicable to Joint Venture / Consortium only)

		Bidding entity who operates from informal settlement		
		NB: if yes, the Bidding Entity operates from informal settlement and is not responsible for Municipal account/services.		
		The bidder must submit confirmation on Municipality/Metro letterhead signed and stamped from the ward councillor/delegate.		
		Bidding entity who operates from a property owned by a director / member / partner		
		1.		
		2.		
		Bidding entity who operates from somebody else's property (non-Rental paying) N.B: If yes, attach confirmation affidavit of the property owner confirming who is responsible for payment of water and lights.		
		Bidding entity who rent premises from a landlord N.B: Attach lease agreement which stipulate who is responsible for payment of Municipal services.		
		Other (Please specify)		

Signed at this day 20.....

Name of Duly Authorised Signatory (Please print)

Authorised Signature:

As witness: 1 2

T2.2.4 DLM CORPORATE SOCIAL RESPONSIBILITY

Dipaleseng Corporate Social Responsibility

In terms of Dipaleseng Corporate Responsibility, non-Dipaleseng based Services Providers will contribute two (2) percent of the Contract value to Dipaleseng.

Please provide your registered address:

.....

.....

.....

Please indicate if you are a Dipaleseng based:

YES	NO
-----	----

If not Dipaleseng based, a person duly authorized by the tenderer must complete and sign the declaration herewith in detail.

Declaration by Tenderer

I, the undersigned hereby declare and confirm that we accept the contribution towards the Dipaleseng Corporate Social Responsibility, by the deduction of two percent (2%) on all payment made.

Signed

Date

Name

Position

Tenderer

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 favoritism, 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, shareholder?):.....
- 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

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

AMENDED PREFERENTIAL PROCUREMENT REGULATIONS WITH EFFECT FROM 16 JANUARY 2023

APPLICATION

2. These Regulations apply to organs of state as envisaged in the definition of organ of state in section 1 of the Act.¹

IDENTIFICATION OF PREFERENCE POINT SYSTEM, DESIGNATED SECTOR, PRE-QUALIFICATION CRITERIA, OBJECTIVE CRITERIA AND SUBCONTRACTING

1. An organ of state must-

(a) determine and stipulate in the tender documents-

(i) the preference point system applicable to the tender as envisaged in regulation 6 or 7; or

1 The definition of "organ of state" in section 1 of the Act in paragraph (a) to (e) includes-
• a national or provincial department as defined in the Public Finance Management Act, 1999;
• a municipality as contemplated in the Constitution;
• a constitutional institution as defined in the Public Finance Management Act;
• Parliament;
• a provincial legislature.

Paragraph (f) of the definition of organ of state in section 1 of the Act includes any other institution or category of institutions included in the definition of "organ of state" in section 239 of the Constitution and recognised by the Minister by notice in the *Government Gazette* as an institution or category of institutions to which the Act applies. Government Notice R. 501 of 8 June 2011 recognises, with effect from 7 December 2011, all public entities listed in Schedules 2 and 3 to the Public Finance Management Act, 1999, as institutions to which the Act applies. Note should be taken of notices issued from time to time in terms of paragraph (f) of this definition. The application of these Regulations is also subject to applicable exemptions approved in terms of section 3 of the Act.

(ii) if it is unclear which preference point system will be applicable, 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;

(b) determine whether pre-qualification criteria are applicable to the tender as envisaged in regulation 4;

(c) determine whether the goods or services for which a tender is to be invited, are in a designated sector for local production and content as envisaged in regulation 8;

(d) determine whether compulsory subcontracting is applicable to the tender as envisaged in regulation 9; and

(e) determine whether objective criteria are applicable to the tender as envisaged in regulation 11.

PRE-QUALIFICATION CRITERIA FOR PREFERENTIAL PROCUREMENT

4.(1) If an organ of state decides to apply pre-qualifying criteria to advance certain designated groups, that organ of state must advertise the tender with a specific tendering condition that only one or more of the following tenderers may respond-

(a) a tenderer having a stipulated minimum B-BBEE status level of contributor;

(b) an EME or QSE;

(c) a tenderer subcontracting a minimum of 30% to-

(i) an EME or QSE which is at least 51% owned by black people;

(ii) an EME or QSE which is at least 51% owned by black people who are youth;

(iii) an EME or QSE which is at least 51% owned by black people who are women;

(iv) an EME or QSE which is at least 51% owned by black people with disabilities;

(v) an EME or QSE which is 51% owned by black people living in rural or underdeveloped areas or townships;

(vi) a cooperative which is at least 51% owned by black people;

(vii) an EME or QSE which is at least 51% owned by black people who are military veterans;

(viii) An EME or QSE.

(2) A tender that fails to meet any pre-qualifying criteria stipulated in the tender documents is an unacceptable tender.

SUBCONTRACTING AS CONDITION OF TENDER

9.(1) If feasible to subcontract for a contract above R30 million, an organ of state must apply subcontracting to advance designated groups.

(2) If an organ of state applies subcontracting as contemplated in sub-regulation

(1), the organ of state must advertise the tender with a specific tendering condition that the successful tenderer must subcontract a minimum of 30% of the value of the contract to-

(a) an EME or QSE;

(b) an EME or QSE which is at least 51% owned by black people;

(c) an EME or QSE which is at least 51% owned by black people who are youth;

(d) an EME or QSE which is at least 51% owned by black people who are women;

(e) an EME or QSE which is at least 51% owned by black people with disabilities;

(f) an EME or QSE which is 51% owned by black people living in rural or

underdeveloped areas or townships;

(g) a cooperative which is at least 51% owned by black people;

(h) an EME or QSE which is at least 51% owned by black people who are military

veterans; or

(i) more than one of the categories referred to in paragraphs (a) to (h).

(3) The organ of state must make available the list of all suppliers registered on a database approved by the National Treasury to provide the required goods or services in respect of the applicable designated groups mentioned in sub regulation (2) from which the tenderer must select a supplier.

SUBCONTRACTING AFTER AWARD OF TENDER

12.(1) A person awarded a contract may only enter into a subcontracting arrangement with the approval of the organ of state.

(2) A person awarded a contract in relation to a designated sector, may not subcontract 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.

(3) A person awarded a contract may not subcontract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level of contributor than the person concerned, unless the contract is subcontracted to an EME that has the capability and ability to execute the subcontract.

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

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

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

1. GENERAL CONDITIONS

- 1.1** The following preference point systems are applicable to all bids:
- 80/20 PREFERENCE POINT SYSTEM FOR ACQUISITION OF GOODS, SERVICES AND UP TO 50 MILLION (all applicable taxes included); and
 - 90/10 PREFERENCE POINT SYSTEM FOR ACQUISITION OF GOODS, SERVICES AND WORKS WITH RAND VALUE ABOVE R50 MILLION (all applicable taxes included).
- 1.2** The value of this bid is estimated to a value less than R 50 million (all applicable taxes included) and therefore the 80/20... preference point system shall be applicable.
- 1.3** Preference points for this bid shall be awarded for:
- (a) Price; and
 - (b) Specific Goals .
- 1.4** The maximum points for this bid are allocated as follows:

POINTS	PRICE	Specific Goals	Total points for Price and Specific Goals
80			
20			
100			

Bid to be evaluated on Pricing and Specific Goals as follows

The Specific Goals allocated Points in terms of this tender	20 Points Allocation
Gender (Maximum Points – 5)	Female – 5 Male – 0
Disability (Maximum Points – 5)	5
Race (Maximum Points – 2)	Black – 2 Indian – 0.5 Coloured – 0.5
Locality (Maximum points -8)	Within the boundaries of the Dipaleseng Location Municipality – 8 Within Gert Sibande District – 5 Within Mpumalanga Province – 3 Outside Mpumalanga Province – 0

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

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

2. DEFINITIONS

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

3. ADJUDICATION USING A POINT SYSTEM

- 3.1 The bidder obtaining the highest number of total points will be awarded the contract.
- 3.2 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts.
- 3.3 Points scored must be rounded off to the nearest 2 decimal places.
- 3.4 In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for B-BBEE.
- 3.5 However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for B-BBEE, the successful bid must be the one scoring the highest score for functionality.
- 3.6 Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

4. POINTS AWARDED FOR PRICE

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

80/20 PREFERENCE POINT SYSTEM FOR ACQUISITION OF GOODS, SERVICES AND WORKS
SERVICES FOR RAND VALUE EQUAL TO AND ABOVE R30 000 AND UP TO 50 MILLION

- 1) (a)(i) The following formula must be used to calculate the points for price in respect of tenders (including price quotation) with a rand value equal to, or above R 30 000 and up to Rand value of R50 MILLION (inclusive of all applicable taxes included):

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

$$\begin{aligned} &80/20 \quad \text{or} \quad 90/10 \\ &P_s = 80 \left(1 - \frac{P_t - P_{min}}{P_t - P_{min}} \right) \quad \text{or} \quad P_s = 90 \left(1 - \frac{P_t - P_{min}}{P_t - P_{min}} \right) \end{aligned}$$

Where
 P_s = Points scored for comparative price of bid under consideration
 P_t = Comparative price of bid under consideration
 P_{min} = Comparative price of lowest acceptable bid

5. POINTS AWARDED FOR SPECIFIC GOALS

5.1 In terms of Regulation 5 (2) and 6 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

4.1. awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender;

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

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

(b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

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

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system)	Number of points claimed (90/10 system) (To be completed by the tenderer)
Gender	5	
Disability	5	
Race	2	
Locality	8	

DECLARATION WITH REGARD TO COMPANY/FIRM

- 4.3. Name of company/firm.....
- 4.4. Company registration number:
- 4.5. TYPE OF COMPANY/ FIRM
- | | |
|---|--|
| Y | Partnership/Joint Venture / Consortium |
| Y | One-person business/sole propriety |
| Y | Close corporation |
| Y | Public Company |
| Y | Personal Liability Company |
| Y | (Pty) Limited |
| Y | Non-Profit Company |
| Y | State Owned Company |
| | APPLICABLE BOX] |

- I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/firm for the preference(s) shown and I acknowledge that:
- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
- (a) disqualify the person from the tendering process;
- (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
- (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
- (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
- (e) forward the matter for criminal prosecution, if deemed necessary.

SIGNATURE(S) OF TENDERER(S)	SURNAME AND NAME:	DATE:	ADDRESS:
.....			
.....			
.....			
.....			

9.4 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

9.5 COMPANY CLASSIFICATION

- ☐ Manufacturer
- ☐ Supplier
- ☐ Professional service provider
- ☐ Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

9.6	MUNICIPAL INFORMATION	Municipality where business is situated:
	Registered Account Number:	Stand Number:
9.7	Total number of years the company/firm has been in business:	
9.8	I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contribution indicated in paragraph 7 of the foregoing certificate, qualifies the company/firm for the preference(s) shown and I / we acknowledge that:	
	i) The information furnished is true and correct;	
	ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;	
	iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 7, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;	
	iv) If the B-BBE status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –	
	(a) disqualify the person from the bidding process;	
	(b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;	
	(c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;	
	(d) restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, from obtaining business from any organ of state for a period not exceeding 10 years, after the <i>audi alteram partem</i> (hear the other side) rule has been applied; and	
	(e) forward the matter for criminal prosecution.	

Name	Position in your organization	Qualifications	Experience

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

10.1 Staffing Profile

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

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).

10. Previous experience

Description : Plant and equipment owned (or to be rented)	
Number of units	

10.3 Plant and equipment

Description		
Address	Area (m ²)	

10.2.1 Physical facilities

10.2 Infrastructure and resources available to execute this contract

8.14 List of shareholders by Name, percentage (%) of business/enterprise owned, residential address.

Full Name	Identity (ID) Number (please attached certified copies of ID's)	% of business/ enterprise owned	Residential address

9. AUTHORITY FOR SIGNATORY

Please note that the sole proprietors or "one person business" are not required to submit an official and duly signed authority of signatory.

Signatories for close corporations and companies shall confirm their authority by signing on behalf of the company/firm by attaching to this page 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:

Printed on company letterhead:

" By resolution of the board of directors passed on _____ 20____

Mr _____

has been duly authorized to sign all documents in connection with the bid for _____

Tender _____

No _____

and any Contract, which may arise there from on behalf of _____

SIGNED ON BEHALF OF THE COMPANY _____

IN HIS CAPACITY AS _____ CAPACITY AS _____

DATE: _____

SIGNATURE OF SIGNATORY: _____

AS WITNESSES: 1 _____

2 _____

CONTRACT FORM - RENDERING OF SERVICES

MBD 7.2

THIS FORM MUST BE FILLED IN BY BOTH THE SERVICE PROVIDER (PART 1) AND THE EMPLOYER / MUNICIPALITY (PART 2) AND SIGNED IN THE DUPLICATE.

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

I hereby undertake to render the services as described in the attached bidding documents to Dipaleseng Local Municipality in accordance with the requirements and task directives / proposals specifications stipulated in bid number **DLM03/2025/2026** at the price/s quoted. My offer/s remains binding upon me and open for acceptance by the Employer / Municipality during the validity period indicated and calculated from the closing date of the bid.

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

2.1 Bidding documents, viz

- Invitation to bid;
- Tax clearance certificate;
- Pricing schedule(s);
- Filled in task directive/proposal;
- Preference claims for Specific Goals in terms of the Preferential Procurement Regulations 2022;
- Declaration of interest;
- Declaration of Bidder's past SCM practices;
- Certificate of Independent Bid Determination;
- Special Conditions of Contract;
- Service Level Agreement

1.2 General Conditions of Contract;

1.3 Other (specify)

2. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
3. I accept full responsibility for the proper execution and fulfillment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.
4. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
5. I confirm that I am duly authorized to sign this contract.

	SIGNED AT		AUTHORIZED SIGNATURE (UNDERSIGNED)	
	DATE		NAME AND CAPACITY	
	WITNESSES: (SIGNATURE)		DATE	
1.				
2.				

CONTRACT FORM - RENDERING OF SERVICES

PART 2 (TO BE FILLED IN BY THE EMPLOYER / MUNICIPALITY)

I _____ in my capacity

as _____ accept your bid under

Reference number DLM03/2025/2026 dated _____

For the rendering of services hereunder and/or further specified in the annexures.

1.

An official order indicating service delivery instructions is forthcoming.

2.

I undertake to make payment for the services rendered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice, subject to the National Treasury's Central Supplier Database reflecting your tax status as compliant.

3.

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

	SIGNED AT	AUTHORIZED SIGNATURE (UNDERSIGNED)	
	DATE	NAME AND CAPACITY	
	WITNESSES: (SIGNATURE)	OFFICIAL STAMP	
1.			

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:
- abused the municipality's / municipal entity's supply chain management system or committed any improper conduct in relation to such system;
 - been convicted for fraud or corruption during the past five years;
 - willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
 - 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.		
4.1.1	If so, furnish particulars:		

4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?	Yes ☐	No ☐	
4.2.1	If so, furnish particulars:			
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes ☐	No ☐	
4.3.1	If so, furnish particulars:			
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes ☐	No ☐	
4.4.1	If so, furnish particulars:			
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes ☐	No ☐	
4.7.1	If so, furnish particulars:			

CERTIFICATION
I, THE UNDERSIGNED (FULL NAME)....., CERTIFY
THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM TRUE AND
CORRECT. I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT,
ACTION MAY BE TAKEN AGAINST ME SHOULD THIS DECLARATION PROVE TO BE
FALSE.

Signature

Date

Position

Name of Bidder

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Municipality / Municipal Entity)

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

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or 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

Position

Name of Bidder

Date

GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT
THE NATIONAL TREASURY: Republic of South Africa 3
General Conditions of Contract

1. Definitions 1. The following terms shall be interpreted as indicated:

- 1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
- 1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
- 1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
- 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- 1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 1.7 "Day" means calendar day.
- 1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.
- 1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.
- 1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the 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.

**GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT THE NATIONAL
TREASURY: Republic of South Africa 4**

- 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 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.
- 1.17 "Local content" means that portion of the bidding price, which is not included in the imported content provided that local manufacture does take place.
- 1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 "Project site," where applicable, means the place indicated in bidding documents.
- 1.21 "Purchaser" means the organization purchasing the goods.
- 1.22 "Republic" means the Republic of South Africa.
- 1.23 "SCC" means the Special Conditions of Contract.
- 1.24 "Services" means those functional services ancillary to the

**GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT THE NATIONAL
TREASURY: Republic of South Africa 5**

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 the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall.

GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT
THE NATIONAL TREASURY: Republic of South Africa 6

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 GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent Rights

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

7. Performance security

7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
(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 inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the goods to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the goods or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such goods or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 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 analysed 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

GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT
THE NATIONAL TREASURY: Republic of South Africa 8

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 delivered 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;

(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:

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- (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, in sufficient time to permit the purchaser to procure needed requirements; and
- (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.

15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise.

15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.

15.4 Upon receipt of such notice, the supplier shall, within the period specified and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.

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

16. Payment

16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified.

16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.

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16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
16.4 Payment will be made in Rand unless otherwise stipulated.

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 15% of the total value of the original contract, the contractor may be instructed to deliver the goods or render the services as such. In cases of measurable quantities, the contractor may be approached to reduce the unit price, and such offers may be accepted provided that there is no escalation in price.

19. Assignment

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 contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.

21. Delays in the supplier's performance

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

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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, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.

23. Termination for default

23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:

(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 judgement of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner, as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.
23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.

23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the supplier as having no objection and proceed with the restriction.

23.5 . Any restriction imposed on any person by the purchaser will, at the discretion of the purchaser, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the purchaser actively associated.

23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
(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

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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, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

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

26. Termination for insolvency

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 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.

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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.

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

33. Transfer of contracts

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 restrictive practices 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

TENDERS TO BE EVALUATED ON FUNCTIONALITY

5.(1) An organ of state must state in the tender documents if the tender will be evaluated on functionality.

(2) The evaluation criteria for measuring functionality must be objective.

(3) The tender documents must specify-

(a) the evaluation criteria for measuring functionality;

(b) the points for each criteria and, if any, each sub-criterion; and

(c) the minimum qualifying score for functionality.

(4) The minimum qualifying score for functionality for a tender to be considered further-

(a) must be determined separately for each tender; and

(b) may not be so-

(i) low that it may jeopardise the quality of the required goods or services; or

(ii) high that it is unreasonably restrictive.

(5) Points scored for functionality must be rounded off to the nearest two decimal places.

(6) A tender that fails to obtain the minimum qualifying score for functionality as indicated in the tender documents is not an acceptable tender.

(7) Each tender that obtained the minimum qualifying score for functionality must be evaluated further in terms of price and the preference point system and any objective criteria envisaged in regulation 11.

TERMS OF REFERENCE

APPOINTMENT OF PANEL OF ATTORNEYS / LAW FIRMS AS AND WHEN REQUIRED FOR A
PERIOD OF THIRTY SIX (36) MONTHS

1. PURPOSE

The following memorandum is to inform the Municipal Manager about the intention source a Panel of Attorneys as the existing contract has expired. The Panel of attorneys will render Legal service to the Municipality.

2. BACKGROUND

Dipaleseng Local Municipality requires services of a panel of attorneys to provide legal services over a period of three (3) years. The said service shall be wide ranging in nature and inclusive of all legal services that the Municipality may elect from time to time to acquire legal services.

3. DEFINITIONS

"Commencement Date": shall mean the first day following the signature date;

"Letter of Acceptance": means the written communication by the municipality to the Bidder recording the acceptance by the municipality of the Bidder(s) tender subject to any further terms and conditions to be included in the tender by agreement between the Bidder and the municipality;

"Municipality": shall mean Dipaleseng Local Municipality (DLM);

"Monitor": shall mean the person/s appointed by Dipaleseng Local Municipality to specifically monitor the deliverables on this tender;

3. SCOPE OF WORK

- 3.1 The objective of the Dipaleseng Local Municipality (hereinafter referred to as the Municipality) on inviting and or requesting proposals from the Legal Practitioner's Firms is to appoint a panel of suitably qualified Legal firms to render Legal services across all Legal Disciplines, including inter alia, the ones indicated in the scope of services herein. Thus, the Municipality is hereby extending a Request for Proposals to suitably qualifying Legal and or Law firm guided as per the instructions that are set out below herein.

4. SCOPE OF SERVICES

- 4.1 The Prospective Legal / Law firms must possess any of the skills tabulated below, in line with the firm's main area of expertise amongst the tabulated below and indicate even if the area of specialty that the firm possesses is not specifically mentioned herein, it may be added.
- 4.2 The municipality may from time to time and as and when required require external Legal services, inclusive but not limited to Legal Advises, Assistance, and representation in a number of spheres of the Legal disciplines. The areas of the Law targeted are, inter alia, the following:

- 4.1.1 LOCAL GOVERNMENT LAWS
- 4.1.2 GENERAL AND SPECIFIC CIVIL AND CRIMINAL LAW LITIGATION
- 4.1.3 COMMERCIAL / CORPORATE LAW AND GENERAL GOVERNANCE
- 4.1.4 ADMINISTRATIVE LAW
- 4.1.5 CONTRACT VETTING, INTERPRETATION AND GENERAL CONTRACT LAW
- 4.1.6 LABOUR LAW
- 4.1.7 PROPERTY AND CONVEYANCING LAW
- 4.1.8 GENERAL LEGAL ADVISES AND OPINIONS
- 4.1.9 PATENT AND TRADEMARK LAW
- 4.1.10 DEBT COLLECTIONS AND LEGAL INVESTIGATIONS

5. APPOINTMENT PERIOD

- 5.1 The duration of the services will be for the thirty six (36) months period, however, it should be noted that the appointed Legal / Law Firm that forms part of the panel will be awarded work on as and when Legal services are required and based on the expertise they were accepted on the strength of. And it must be further noted that being appointed to the Panel is not a guarantee of being granted instructions.
- 5.2 Post the appointment period as above indicated, the Municipality retains the discretionary authority to review whether to continue or extend the period on the Law firms that would by then be handling certain instructions that would still be ongoing at the expiry of the thirty six months period of the panel.

6. EXPENSES AND COSTS OF THE PROPOSAL

- 6.1 The Municipality shall not reimburse any of the responding Law firms to this invite for any cost that may and will be incurred in the process of formulating and delivering the Proposal herein to the Municipality. It shall all be voluntary costs of each responding Law Firm.
- 6.2 All materials that shall be submitted by all responding Law Firms herein, shall be the sole property of the Municipality and no one shall claim any.

7. GENERAL REQUIREMENTS

- 7.1 The Law Firm shall exercise all reasonable skill, care and diligence in discharging these obligations in terms of the agreement and shall comply with all prevailing Legislation relating to the rendering of the services.

- 7.2 The services shall be promptly rendered, and the service provider shall engage reasonable endeavours to adhere to required time limits as agreed upon and or expected.
- 7.3 The firm shall be expected to respond promptly to all issues

8. MANAGEMENT AND QUALIFICATIONS

- 8.1 The prospective service provider must demonstrate its capacity to handle the high volumes of work that the Municipality may provide at any given point.
- 8.2 The prospective Service Provider must be registered with the Legal Practice Council and proof of the said registration must be provided with the Proposal.
- 8.2.1 All material submitted in response to this RFP will become the sole property of Municipality.
- 8.3 The quality of the services will be managed via consultations and approved briefs.
- 8.4 In carrying out the services, the approved Service Providers must ensure that their Staff members maintain objectivity by remaining independent of the activities they Execute.
- 8.5 The municipality shall monitor and evaluate the progress of the service delivery as per the deliverables outlined in the brief.
- 8.6 The Appointed Service Providers are advised that their performances will be managed At various intervals as dictated by the concluded service Level Agreement.

9. EXPECTED OUTCOMES AND DELIVERABLES

- 9.1 The prospective service provider (Law Firm) shall be expected to deliver as per the scope and brief on each matter that will be given as and when required.
- 9.2 The prospective service provider (Law Firm) shall demonstrate the ability to deliver the legal services within the set parameters and the scope and as legally required by the Law.
- 9.3 The prospective Service provider shall demonstrate a proven track record concerning the services required and demonstrate compliance with the requirements of the Municipality and the briefs provided.
- 9.5 Failure to reasonably render services within a reasonable period of time shall be regarded as non-performance and may lead to the termination of the mandate.
- 9.6 The Prospective service provider shall not settle any claim or litigation by or against the Municipality without the necessary consultation and written permission of the Municipality.

10. TARIFFS STRUCTURE/FEE STRUCTURE PER HOUR

- 10.1 Relevant professional prescriptions on prices must guide as the municipality reserves a right to negotiate fees they may deem as unreasonable.
- 10.2 All pricing provided must be in line with the scope of services and inclusive of any applicable VAT.
- 10.3 The prospective firms are expected to include in their proposal a pricing proposal that will be considered and finalised in the service level Agreement to be concluded with the appointed service providers.

10.4 Proposals shall include the following:

10.4.1 Statement of any special considerations with respect to billing or payment of fees and expenses that your firm offers and that you believe would differentiate it from other Proposers and make your firm's services more cost effective to the municipality.

10.4.2 Notwithstanding the rates of the Firm reflected in its proposal:

- i. Billing rates and disbursement rates that will be negotiated and agreed upon by the parties prior to conclusion of the specific Service from time to time shall apply;
- ii. In unique circumstances dependent on the nature of a particular Service, billing rates and disbursements rates shall be negotiated and agreed upon at the outset of a specific Service Request;
- iii. The municipality will only pay for disbursements, in addition to agreed rates that have only been incurred. Proof of all disbursements must be attached to the statement of account;

10.5 The law firms shall be entitled to a day fee not in excess of seven hours consultation and appearance;

10.6 The fee notes submitted shall be on an itemized form, clearly indicating the actual work done, time spent, date, the person who attended such work and the fee charge for each item;

10.7 The firm may submit interim bills to the municipality at appropriated intervals during the course of each matter as appropriate and generally at the time when a particular phase of the matter has been completed;

10.8 Whether or not your firm will receive any portion of the costs awarded to the Municipality in any matter will be at the sole discretion of the municipality.

10.9 The firm shall promptly advise the municipality of any award of costs against it or in its favour in any matter.

10.10 The municipality shall exercise its best endeavors to settle any invoices sent to it by the firm within 30 days of receipt of same. The firm will not be entitled to charge interest on any unpaid bills unless specifically agreed with the municipality.

10.11 The firm shall advise the municipality of the most convenient mode of payment and if it entails any bank charges, those charges will be for the firm's account and the municipality will have no liability to meet those charges.

10.12 In the event that the municipality asks your firm to cease work in relation to any matter, the firm will be entitled to payment of the reasonable fees upon cessation of work on the matter. The firm of attorneys providing legal services must be able to provide services but not limited to the following areas:

10.12.1 To provide legal opinion on matters that may have legal implications for the Municipality.

10.12.2 To represent the Municipality in litigation proceedings.

10.12.3 To represent Municipality in disciplinary proceedings and Labour matters.

10.12.4 To vet various contracts and agreements that the Municipality enters from time to time with other stakeholders.

Bidder will be required to fully comply with the requirements of the Access to Information Act, Act 2 of 2000.

4. PROMOTION OF ACCESS TO INFORMATION ACT, ACT 2 OF 2000

12.1 The contract shall be for a period of 36 Months as and when required by the Municipality. The contract shall commence on the date of the official recording and acceptance of the offer by the Dipaleseng Local Municipality and the successful bidder/s

12. PROJECT DURATION

- 11.4 The contract awarded to each successful bidder by the Municipality shall not be exclusive and the Municipality shall retain the full rights to itself to perform any of the legal intervention necessary that the Municipality can itself execute.
- 11.3 The successful bidder shall each quarter of its contract period with the Municipality send a written quarterly report to the Municipality that clearly and fully sets out the latest progress status of each matter in respect to which instruction have been given by the Municipality.
- 11.2 All other laws that must be complied before the issuance of any court process against any public entity must first be complied with.
- 11.1 The contract with each service provider will not be exclusive. The Municipality reserves the right to and may elect to appoint another one of the service providers to provide any of the services or to do the legal work concerned by other lawful means entirely in its sole discretion.

11. THERE ARE SPECIAL CONSIDERATIONS THAT ALL THE PROSPECTIVE BIDDERS MUST TAKE INTO CONSIDERATION AND THEY ARE:

- Any other specialized field that the firm of attorneys has expertise.
 - Debt Collection
 - Privacy Law
 - Administrative Law
 - Information Technology and Communications Law
 - Labour Law
 - International Law
 - Procurement Law
 - Conveyancing Law and Notarial practice
 - Litigation
 - Law of Delict
 - Law of Contract
 - Property Law
 - Corporate Law and Governance
 - Public Law
 - Law related to Public Research
 - Constitution Law
- 10.13 Service providers should have any of the following expertise:

5. ADMINISTRATION PRE-EVALUATION CRITERIA (THE BIDDERS THAT FAIL TO MEET THE ABOVE-MENTIONED REQUIREMENTS WILL BE DISQUALIFIED)

A TENDER WILL BE REJECTED IN THE FOLLOWING CASES:

- If the Tender was submitted after the relevant closing date and time.
- If each page of this Tender document was not initialised by the authorized person, prior to submission.
- Briefing and site visit is not compulsory.
- If Certified ID Document of the shareholders or members of the company is not attached.
- If Tender Document is not completed in full.
- If Copy of the Company Registration is not attached.
- If the director of the company in the service of the state as per CSD.
- If the Supplier restricted as per the CSD.
- If Authority of signature is not signed by the duly authorized person.
- Failure to attach a copy of a valid signed Joint Venture agreement (if applicable) to the Tender document.
- If Municipal account is not attached and is in arrears for 90 Days and more and if the Company is leasing the lease agreement must be attached together with the Municipal Accounts in the same address of the lease whether of the Director of the Company or the Company.
- Tenderers must be registered with the Central Supplier Database at www.scd.gov.za and also submit the latest compliant Summary Report to be considered.
- If Tax pin Certificate is not attached (Compulsory).
- All companies that are registered for VAT should submit Vat submission certificate.
- Letter of good standing from department of employment and Labour should be submitted.
- Valid Fidelity Fund Certificate.
- Must be registered with the Legal Practice Council (LPC).

Bidders who fails to submit the following will not be disqualified on mandatory requirements but will not score on specific goals .

- If Valid BBBEE is not attached / Sworn Affidavit Bidder will not be scored on specific goals
- Valid Doctors letter if any of the directors is disabled. For Point scoring purposes.

6. TECHNICAL EVALUATION

Tender Evaluation

- Council is not bound to accept the lowest or any tender.
- The tenderer will be evaluated according to the council's procurement policy.

Evaluation Criteria

- The evaluation of this bid will be conducted as follows:
- The assessment of functionality will be done in terms of the evaluation criteria indicated below. A bid will be disqualified if it fails to meet the minimum threshold of (70%) for functionality as per the bid invitation.
- All supporting documents must be submitted at the time of tender submission to enable the bid to be evaluated in accordance with the procedure outlined, the evaluation team will score each tender on the information provided (Please index file accordingly).
- Only those qualifying bids (which scored 70% or more) will be evaluated in terms of the 80/20 preference points systems, where the 80 will be used for price only and the 20 for points awarded for B-BBEE status level of contribution.
- If any total minimum score for any criteria is zero rated (1 - 4) the tenderer will be rejected, even if the required 70 out of 100 points are achieved.
- The purpose of the comparison is to ensure a meaningful evaluation; bidders are requested to furnish detailed information of substantiation of compliance to the evaluation criteria.
- All information and particulars necessary to properly evaluate the tender must be furnished on submission. Incomplete particulars and documents required substantiating or insufficient documentary proof thereof will be construed to mean that the service provider is forfeiting the evaluation points in that regard.

7. PROJECT COSTING

In terms of the Municipality's procurement procedures proposals are evaluated based on a total cost or value for money (in addition to other criteria). As such potential service providers are required to prepare a plan of work with clear cost estimates based on the information provided in this Terms of Reference, as this will facilitate a comparison across proposals. The plan of work is to include detailed tasks to be carried out, how long it will take to complete the tasks and disbursements.

- All assumptions made in preparing the cost estimate must be clearly indicated in the proposal.
- Price evaluation will be based on the tender amount and not the individual rates of other items

Pricing Instructions

- The tenderer must provide maximum amounts payable per line items and the overall contract price must be indicated and it must be all inclusive (inclusive of VAT and commissions of the broker etc.).
- The premium tendered must remain firm for the initial period of 12 months, thereafter the annual escalation in the Rand value of the premium for the subsequent years must not exceed the reasonably anticipated industry-related CPI+1%. The actual annual price increment on the contract will be CPI capped.
- The evaluation of Price and B-BBEE will be as per the total tender price quoted for all portfolios including VAT and commissions of the broker.

- All items must be priced failure to do so will render the bid non-responsive.

DESCRIPTION	SCORE
1. Company Experience 20 Points Company's years in practice 3-5 years = 10 Points 6-7 = 15 Points 7+ = 20 Points	
2. Company Reputation and Culture 20 Points Proof of completed work done, Appointment letters and reference letters / completion certificates	5 Plus more letters 20 0-4 letters 10
3. Accumulative experience as individual partner/attorneys/associates/director (Attach CV's) 20 Points Attach CVs and certificates for all directors, partners, Attorneys, Associates.	Junior Attorneys 2years Experience = 2.5 3-5 Years = 2.5 5+ Years = 5 Senior Attorneys 10 Years + Experience = 10
4. Pro Bono work done Points 10 Points Proof of pro bono work completed by the firm or Director.	1-2 Letter = 5 3-5 letters = 10
5. Skills Transfer 10 Points Proof of skills transfers by submitting CVs, Appointment letters of individuals (Interns, Paralegal trainees, Candidate Attorneys, Secretaries etc.)	Submit lease/Municipal Account. Office space will also be verified prior appointment = 10
6. Office Space 10 Points Proof of firms office space (Rented/ owned)	
7. Specific Goals 10 Points Submission of IDs, BBBEE Certificate, Company document	Female = 2 Points Black = 2 Points Youth = 1 Point Disability = 1 Point Indian = 0.5 Points White = 0.5 Points Within the boundaries of Dipaleseng = 1 Point Gert Sibande District = 1 Point

Mpumalanga Province = 1 Point	100	TOTAL
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Signature of a person authorized to sign tender document

Date

PROPOSAL INSTRUCTIONS CONDITIONS

15.1 LIMITATIONS

- This RFP does not commit the municipality to award a contract, pay any costs incurred in the preparation of response, or procure or contract for services of any kind whatsoever. The municipality reserves the right, in its sole discretion, to accept or reject any or all responses as a result of the RFP in the whole or in part.
- Proposers may be requested to clarify the contents of their proposal. Other than to provide such information as may be required by the municipality, no Proposer will be allowed to alter its proposal or add new information after the RFP due date.
- All material submitted in response to this RFP will become the sole property of municipality.

15.2 PROPOSAL SUBMISSION

- Non – responsive proposals include, but are not limited to, those that:
 - Are irregular or not in conformance with RFP requirements and instructions;
 - Are conditional, incomplete, indefinite, or ambiguous;
 - Are intended to accomplish only part of the overall work;
 - Have no signature or any improper one ;
 - Are not submitted on time or are submitted at any time via facsimile or email.

15.3 SPECIAL CONDITIONS

- The successful Proposer must agree to provide the municipality with audit access on request during the term of the contract.
- The municipality at any time, in its sole discretion, may terminate its contract with the selected firm(s), or postpone or delay all or any part of the contract, upon written notice to the selected firm(s).
- Confidentiality and security of the municipality's information and data must always be observed.
- The firms of attorneys will be required to sign confidentiality and indemnity agreements with the municipality.
- The cost of every assignment will be negotiated and a letter of appointment will be issued for each assignment awarded.
- Panel members are not guaranteed any work under this tender proposal.
- The basis of engaging firms of attorneys will be on an assignment basis.

15.4 ADDENDUM, ERRORS AND OMISSIONS

- If a Proposer discovers any ambiguity, conflict, discrepancy, omission or other error in this RFP, immediate notification to the Municipal Manager in writing must be made, of such error with a request for clarification or modification to the document. Such clarification or modification must not materially alter the tenor of the original proposal.
- Should the municipality find it necessary, modification to the RFP will be made by addenda. Such modifications may be given by written notice to all parties who have been furnished an RFP.
- If a proposer fails to notify the municipality of a known or an error that reasonably should have been known prior to the final filing date for submission, the Proposer shall assume the risk. If awarded the contract the Proposer(s) shall not be entitled to additional compensation or time by reason of the error or its late correction

SWORN AFFIDAVIT – B-BBEE EXEMPTED MICRO ENTERPRISE

I, the undersigned,

Full name and surname	Identity number

Hereby declare under oath as follows:

1. The contents of this statement are to the best of my knowledge a true reflection of the facts.
2. I am a member / director / owner of the following enterprise and I am duly authorised to act on its behalf:

Enterprise Name	Trading Name	Registration number	Enterprise Address

3. I hereby declare under oath that:

- The enterprise is _____% black owned;
- The enterprise is _____% black women owned;
- Based on the management accounts and other information available for the financial year, the income did not exceed R 10 000 000.00 (ten million rands);
- Please confirm in the table below the B-BBEE level of contributor, by ticking the applicable box:

100% Black owned	Level One (135% B-BBEE procurement recognition)	More than 51% black owned	Level Two (125% B-BBEE procurement recognition)	Less than 51% black owned	Level Four (100% B-BBEE procurement recognition)

4. The entity is an empowering supplier in terms of the dli Codes of Good Practice.
5. I know and understand the contents of the affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the owners of the enterprise which I represent in this matter.
6. The sworn affidavit will be valid for a period of 12 months from the date signed by the commissioner.

Deponent Signature _____

Date: _____

Commissioner of Oaths
Signature and Stamp

SWORN AFFIDAVIT – B-BBEE QUALIFYING SMALL ENTERPRISE

I, the undersigned,

Full name and surname	
Identity number	

Hereby declare under oath as follows:

- The contents of this statement are to the best of my knowledge a true reflection of the facts.

- I am a member / director / owner of the following enterprise and I am duly authorised to act on its behalf:

Enterprise Name	
Trading Name	
Registration number	
Enterprise Address	

- I hereby declare under oath that:

- The enterprise is _____% black owned;
- The enterprise is _____% black woman owned;
- Based on the management accounts and other information available on the financial year, the income did not exceed R50,000,000.00 (fifty million rands);
- he entity is an Empowering Supplier in terms of Clause 3.3 (a) or (b) or (c) or (d) or as amended 3.3 (e) (select one) _____ of the dti Codes of Good Practice.
- Please confirm on the table below the B-BBEE level of contributor, by ticking the applicable box:

100% Black owned	Level One (135% B-BBEE procurement recognition)	
More than 51% black owned	Level Two (125% B-BBEE procurement recognition)	
Less than 51% black owned	Level Four (100% B-BBEE procurement recognition)	
(a) At least 25% of cost of sales, (excluding labour costs and depreciation) must be procured from local producers or suppliers in South Africa; for the services industry include labour costs but capped at 15%.		(b) Job Creation – 50% of jobs created are for black people, provided that the number of black employees in the immediate prior verified B-BBEE measurement is maintained
(c) At least 25% transformation of raw material / beneficiation which include local manufacturing, production and / or assembly, and/ or packaging		(d) At least 12 days per annum of productivity deployed in assisting QSE and EME beneficiaries to increase their operation or financial capacity
(e) At least 85% of labour costs should be paid to South African employees by service industry entities.		

1. I know and understand the contents of the affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the owners of the enterprise which I represent in this matter.
2. The sworn affidavit will be valid for a period of twelve (12) months from the date signed by the commissioner.

Deponent Signature _____

Date: _____

Commissioner of Oaths
Signature and Stamp

BID CHECKLIST

This list is aimed at assisting all bidders to submit complete bid documents.

Bidders are to check the following points before the submission of their tender document and to complete YES/NO next to each item as an indication that the bidder has complied with the provision of the item concerned. If any of the items are marked as NO – it might lead to the disqualification of your bid.

ITEM	DESCRIPTION		YES	NO
1.	Provide copy of your CSD registration report			
2.	Provide copy of your company VAT registration Certificate			
3.	Certified copies of ID's for company/entity directors			
4.	Tax clearance certificate and copy of tax compliance status (TCS) document has been submitted – in the name of the bidding entity			
5.	The bidding entity as well as all its directors/shareholders must submit Municipal account not more than three (03) months / ninety (90) days plus in arrears at the time of the closing date. No bid will be awarded to a company and its directors that owe more than three (3) months charges to any municipality .			
6.	A valid lease agreement which is in the name of the business and or directors /shareholders, which must stipulate who is responsible for payment of Municipal services; (Copy of the lease agreement will only be accepted if water and lights are part of lease payment). or If the Bidding Entity operates from informal settlement and is not responsible for Municipal account/services. The bidder must submit confirmation on Municipality/ letterhead signed and stamped from the ward councillor/delegate or If the Bidding Entity operates from parents' place and is not responsible for Municipal account: The bidder must submit the property owner's Municipal account and a Sworn Affidavit of the property owner with and original stamp from the Commissioner of Oaths.			
7.	- Valid B-BBEE Rating Certificate or letter from registered auditor or Sworn Affidavit - Consolidated B-BBEE certificate / letter in case of a trust, consortium or joint venture.			

- ❖ No contract will be awarded to a service provider, if the service provider or its directors are in arrears with their municipal accounts for more than three (3) months.
- ❖ In case of a Joint Venture, please note that individual documents have to be submitted for all parties in the JV, like tax clearance certificates, municipal accounts, etc
- ❖ No communication with Dipaleseng Municipal officials are allowed after the closing date of the tender. The only authorized form of communication will be through the Supply Chain Management Office.

PLEASE NOTE:

8.	All pages of the bid document have been read by the bidder and the returnable schedules and MBD's forms duly completed and signed. e.g. MBD1, MBD 4, MBD 6.1, MBD 8 AND MBD 9.		
9.	All pages requiring information have been completed in full and in black ink.		
10.	No pages removed from the tender document		
11.	A copy of the resolution of your Board of Directors, similar to the attached specimen, authorizing the signatory to sign the tender and the subsequent contracts, has been attached and signed.		
12.	JV agreement has been attached and signed (if applicable)		
13.	Bidder must attach the Central Supplier Database (CSD) registration report.		
14.	Pricing Schedule must be signed		
15.	In case of any amendments made, was it signed in full by the authorized signatory? Please note that the use of tip-ex will lead to immediate disqualification.		
16.	Please declare any interest as required in terms of MBD - 4 truthfully and correctly as incorrect declarations are considered a criminal offence. ▪ Personal Tax Numbers included ▪ State Employee Number / Peral Number ▪ Identity number ▪ Name		
17.	Please take note of the functionality evaluation criteria that will be applied to your submission in order to ensure that your company has the necessary capacity and capability to successfully execute this tender, if appointed. Ensure that sufficient information is included in your submission to ensure successful evaluation of your bid.		