

FETAKGOMO TUBATSE LOCAL MUNICIPALITY



FTM/T24/25/26

APPOINTMENT OF A PANEL OF LEGAL AND ASSURANCE SERVICES FOR A PERIOD OF THIRTY-SIX (36) MONTHS.

TECHNICAL ENQUIRIES	BIDDING RELATED ENQUIRIES
Acting Manager Legal Compliance	Acting Manager Supply Chain Management
Mr NA Koko	Ms KF Ntobeng
Fetakgomo Tubatse Local Municipality	Fetakgomo Tubatse Local Municipality
1 Kastania Street	1 Kastania Street
Burgersfort	Burgersfort
Civic Centre	Civic Centre
1150	1150
Tel: (013) 231 1000	Tel: (013) 231 1000

NAME OF BIDDER :

CSD NUMBER :

CLOSING DATE : **31 JULY 2026**

CLOSING TIME : **12H00**

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FORM A — BID NOTICE AND INVITATION TO BID (MBD 1)**BID NUMBER: FTM/T24/25/26**

YOU ARE HEREBY INVITED TO BID FOR THE REQUIREMENTS OF FETAKGOMO TUBATSE LOCAL MUNICIPALITY

Bid Number	FTM/T24/25/26
Closing Date	31 July 2026
Closing Time	12H00
Description	Appointment of a Panel of Legal and Assurance Services for a period of thirty-six (36) months.
Bid Box Location	Head Office: 1 Kastania Street, Burgersfort, 1150 (Civic Centre) OR Apel Regional Office: Stand No. 1, Mashung, Ga-Nkwana, 0739

A.1 Bid Conditions

Bid documents containing the conditions of bid may be downloaded and printed free of charge from the Municipal website and the eTender Portal, or purchased at the Fetakgomo Tubatse Local Municipality Civic Centre offices at 1 Kastania Street, Burgersfort, 1150.

Completed bid documents must be fully priced and signed, sealed in an envelope clearly marked with the bid number and description, and deposited in the official tender box at the above-mentioned addresses no later than 12:00 (noon) on 31 July 2026. The Municipality accepts no responsibility for documents lost as a result of poor packaging or incorrect submission.

No late, faxed, or telephonic bids will be accepted. The Municipality is not compelled to accept the lowest or any bid. Bids shall remain valid for 90 calendar days from the closing date.

Evaluation and award shall be conducted in accordance with the Preferential Procurement Regulations of 2022, the General Conditions of Contract (GCC), and any applicable Special Conditions of Contract. Bid prices shall be assessed against market-related benchmarks and applicable legislation.

NOTICE: NO BID WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, AS DEFINED IN REGULATION 1 OF THE LOCAL GOVERNMENT: MUNICIPAL SUPPLY CHAIN MANAGEMENT REGULATIONS.

A.2 MBD 1**PART A – INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF FETAKGOMO TYUBATSE LOCAL MUNICIPALITY					
BID NUMBER:	FTM/T24/25/26	CLOSING DATE:	31 JULY 2026	CLOSING TIME:	12H00
DESCRIPTION	APPOINTMENT OF A PANEL OF LEGAL AND ASSURANCE SERVICES FOR A PERIOD OF THIRTY-SIX (36) MONTHS.				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).					
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT					
1 KASTANIA STREET		OR		STAND NO 1	
CIVIC CENTRE		MASHUNG			
BURGERSFORT		GA-NKWANA			
1150		0739			
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
TAX COMPLIANCE STATUS	TCS PIN:		OR	CSD No:	
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?		☐ Yes ☐ No [IF YES, ANSWER PART B:3]	
TOTAL NUMBER OF ITEMS OFFERED			TOTAL BID PRICE	R	
SIGNATURE OF BIDDER			DATE		
CAPACITY UNDER WHICH THIS BID IS SIGNED					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:			TECHNICAL INFORMATION MAY BE DIRECTED TO:		
DEPARTMENT	Supply Chain Management		DEPARTMENT	Legal Compliance	
CONTACT PERSON	KF Ntobeng		CONTACT PERSON	NA Koko	
TELEPHONE NUMBER	013 231 1000		TELEPHONE NUMBER	013 231 1000	
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	kfntobeng@ftlm.gov.za		E-MAIL ADDRESS	nakoko@ftlm.gov.za	

PART B – TERMS AND CONDITIONS

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, 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:

FORM B — TERMS OF REFERENCE AND BID SPECIFICATION

B.1 Objective

The Fetakgomo Tubatse Local Municipality herein under referred to as FTLM wishes to appoint a panel of attorneys to provide legal advisory and litigation services to the Fetakgomo Tubatse Local Municipality.

B.2 Background

One of the strategic objectives of the Fetakgomo Tubatse Local Municipality is to ensure that it complies with all applicable law and that it manages its legal risks efficiently. The Fetakgomo Tubatse Local Municipality was established in terms of Section 12(1) read with Section 14(2) and 19(2) of the Local Government: Municipal Structures Act, Act 117 of 1998, with the seat of administration at 1 Kastania Street Burgersfort 1150.

The Legal Unit of the Fetakgomo Tubatse Local Municipality is responsible for the provision of legal and governance compliance services to the organization. The matters and enquiries that the unit sometimes require, requires expert legal opinion on some matters and requires that the organization is defended in the courts and in various other quasi-judicial forums.

Accordingly, the Fetakgomo Tubatse Local Municipality is seeking to procure the services of qualified and experienced service providers to assist the Fetakgomo Tubatse Local Municipality in rendering legal services and assurance on an ad hoc basis for specific assignments.

B.3 Project Proposal

Fetakgomo Tubatse Local Municipality requests suitable service providers of good standing within the legal fraternity to submit proposals to assist Legal and Governance Unit with legal services.

Fetakgomo Tubatse Local Municipality is seeking to procure the services of qualified and experienced service providers (law firms) to assist Fetakgomo Tubatse Local Municipality in rendering legal services on an ad hoc basis for specific assignments. The successful bidders will not be entitled to a retainer fee. Based on the quality of the proposals submitted, the Fetakgomo Tubatse Local Municipality intends to select law firms to conclude a Service Level Agreement with each successful service provider for a period of three (3) years.

Attorneys who are already on the Fetakgomo Tubatse Local Municipality's database should also submit their proposal.

B.4 Skills Transfer

The firms of attorneys will also be required to ensure transfer of skills to in house legal advisors of the Fetakgomo Tubatse Local Municipality.

B.5 Reporting

The respective firms of attorneys will report to the Legal Compliance Manager of the Fetakgomo Tubatse Local Municipality.

B.6 Scope of Work

The successful bidders shall be required to assist Fetakgomo Tubatse Local Municipality's Legal Division with the services in the following categories:

- Commercial and Contract Law;
- Commercial and Civil Litigation;
- Labour and Employment Law;
- Constitutional Law;
- Administrative Law;
- Municipal Law;
- Construction Law;
- Corporate Law;
- Insurance Law;
- Corporate Governance;
- Supply Chain Management;
- Mining and Environmental Law;
- By-Laws and Policy Reviews and
- Conveyancing

N.B Bidders are required to select at least four areas of specialization/s, and be supported by appointment letters with reference letter for similar work done (failure to submit support document will result into zero score).

B.6.1 Area of Specialisation

NO	AREA OF SPECIALISATION

B.6.1 Services

The services that may be required from the service providers include but are not limited to the following:

- Drafting of legal opinions on various legal aspects pertaining to the mandate of FTLM, performance and related matters.
- Advising and representing FTLM in industrial relations matters which may include, inter alia, the appearance at CCMA, Labour Court and Labour Appeal Court and handling disciplinary actions and proceedings.
- Advising and representing FTLM on any litigious matter that may be brought against or initiated by FTLM in the execution of its mandate, protection of its goodwill and/or acting in the public interest.
- Drafting pleadings, notices, and legal documents.
- Attending to any other matters related to legal issues relevant to the execution of the mandate of FTLM.

B.6.2 Essential Specialized Field of Law

B.6.2.1 Commercial and Civil Litigation

Attorneys will attend to Civil Litigation on behalf of the FTLM, either in the court of law or through mediation and arbitrations. Attorneys are required to have an in-depth practical knowledge of civil litigation procedures through mediation, arbitration or in the High Court and Magistrates' Court.

Attorneys are required to have practical knowledge of:

- the entire spectrum of Public Sector law, and the related regulatory environment, but not limited to the knowledge of relevant legislation, including the Constitution of the Republic of South Africa, Skills Development Act, Promotion of Administrative Justice Act, Preferential Procurement Policy Framework Act and Municipal Finance Management Act (including all relevant practice notes and regulations).

B.6.2.2 Commercial Contract Drafting

Practical knowledge is required of all spheres of commercial and municipal applicable laws including but not limited to knowledge and application of the standard forms of contract, including the Government Procurement General Conditions of Contract and Special Conditions of Contract. Over and above the above-mentioned standard forms of contract, Attorneys may be required to attend to drafting, negotiation and interpretation of commercial agreements more specifically, but not limited to:

- Service Level Agreements (SLA);
- Memorandum of Agreements (MOA);
- Bursary Agreements;
- Employment Agreements;
- Memorandum of Understandings (MOU);
- Lease Agreements; and
- Cession Agreements

B.6.2.3 Labour and Employment Law

Expertise in labour and employment law matters are required, more specifically:

- Ability to prosecute employees in disciplinary hearings;
- Ability to chair disciplinary hearings
- Advise on procedural and substantive issues relating to disciplinary hearings conducted;
- Advise on disciplinary codes, policies and governing legislation;
- Representation at the SALGBC, CCMA, Labour Court and Labour Appeal Court;
- Advise and assist in process and compliance with South African Labour Law procedures;
- Negotiation and settlement of labour disputes whether with individual employees or the bargaining unit represented by a union;

- Provision of legal opinions;
- Investigation of alleged misconduct and other labour relations disputes.

B.7 Special Conditions

- Service delivery levels and quality of the work will be a measure of appointment and retention in the panel;
- A panel of attorneys assigned any work may not cede, assign or sub-contract any part thereof to any person unless with the written consent of the FTLM or as may be required by the applicable laws, for instance, in cases where correspondent attorneys may be necessary;
- Fees shall be charged in accordance with the FTLM Service Level Agreement and Milestones mentioned therein. The Service Level Agreement will be signed with the successful bidders;
- There will be no guarantee that attorneys will receive instructions if they are appointed onto the FTLM's panel;
- All instruction(s) to the panel attorneys shall be given, in writing, by duly authorized representatives of the FTLM;
- FTLM shall be entitled in its discretion to remove a firm of attorneys from the panel before the expiry of the said Three (3) years period by written notice and recall all the files in the possession of the said law firm;
- In the case of a new firm or labour law consultancy, the attorneys and who will be dealing with the FTLM matters shall have at least five years' post admission experience;
- The general conditions of tender, contract and order will be applicable to this tender.
- Intellectual property rights:
 - All copyright and intellectual property rights that may result as consequences of the work to be performed will become the property of the FTLM;
 - Firms of attorneys must hand over all documents and information in any format, including copies thereof, that it received from the FTLM or that it had access to during the assignment immediately after completion of the assignments to the FTLM;

- Firms of attorneys shall deliver to the FTLM, on completion of an assignment, any security devices, passwords or protective mechanisms to the soft versions of documents that were written and the FTLM will have the right to amend and change these without obligation whatsoever to the firms of attorneys upon completion of the assignment.
- FTLM reserves the right, under exceptional circumstances, to appoint attorneys outside the panel attorneys.

B.8 Payment

The fees for the work done must be denominated in South African Rand value and should include VAT. Payment conditions will be stipulated in the Service Level Agreement (SLA). The amount invoiced should include all the expenses related to this project. No additional fees will be offered thereafter.

B.9 Firm of Attorneys

NB: FTLM will not accept the services to be rendered by a candidate attorney. Certified Copies of team members' qualification certificates must be provided. Fees for service rendered shall be outlined in the service level agreement.

FORM C — RESPONSIVENESS AND EVALUATION CRITERIA

C.1 Overview of Evaluation Process

All bids received shall be evaluated in accordance with the Municipal Supply Chain Management Regulations, the Fetakgomo Tubatse Local Municipality Supply Chain Management Policy, the Preferential Procurement Regulations 2022, and all other applicable legislation. Bids that exhibit obvious deviations from the specified requirements or conditions shall be eliminated from further evaluation.

The evaluation process consists of the following sequential phases:

- Phase 1 — Administrative Compliance
- Phase 2 — Functionality (Technical Evaluation)

Bidders must comply with all Phase 1 requirements before proceeding to Phase 2 evaluation. Bidders who achieve the minimum functionality threshold of seventy (70) points will be deemed responsive and will be appointed to the panel of pre-qualified service providers.

C.2 Phase 1 — Administrative Compliance

A bid that fails to comply with any of the following peremptory requirements shall be regarded as non-responsive and disqualified from further evaluation.

C.2.1 Critical Compliance Requirements

- The bid document must be submitted in its original form. No pages may be retyped, amended, or reproduced. Every page of the bid document must be initialled, including the General Conditions of Contract.
- Tender documents must be filled in using black ink only.
- All MBD forms must be fully completed and signed. False declarations will lead to disqualification.
- Compliant tax status (the Municipality will generate a CSD report during evaluation of the bids to confirm the tax status).
- Company Registration Document (CK/CM) or Proof of registration with Legal Practice Council (LPC),
- Fidelity Fund Certificate (FFC)
- Letter of Good Standing with LPC must be attached.
- A Power of Attorney or authority of signatory indicating who is authorised to sign must be attached. In the case of a Joint Venture, all directors of both partners must sign.

- Where a Joint Venture is proposed, a signed Joint Venture agreement must be attached. The lead partner must hold at least 51% of the equity or shares.
- Certified identity document copies for all directors, trustees, shareholders, and/or members must be attached. Certification must not be older than six (6) months from the closing date. Smart ID cards must be copied on both sides.
- Municipal rates and taxes, or a municipal service invoice, must be submitted for the bidding company and all its directors, issued by any municipality or municipal entity. Rates and taxes must not be in arrears by more than three (3) months (90 days):
 - I. If staying in a non-rate-able area, please attach original letter from the Tribal Authority / Chief or Headman / sworn affidavit or municipal proof of address
 - II. If you are renting, attach a copy of a valid signed lease agreement.
 - III. If the business is operating at the director's residence, a sworn affidavit must be attached stating such

NB: All copies must be originally certified; the certification must not be older than 6 months of the closing date. Smart ID card must be copied on both sides.

NB: Bidders Who fail to comply with either or all of the above-mentioned Requirements Shall Be automatically disqualified.

C.3 Phase 2 — Functionality (Technical Evaluation)

Bidders who comply with Phase 1 requirements shall be evaluated on functionality using the following criteria. The minimum qualifying score is 70 out of 100 points.

EVALUATION ASPECT	CRITERIA AND EVIDENCE REQUIRED	SCORING AND MAXIMUM POINTS	
		BID RATING (Score 1 – 5)	WEIGHT
Capacity (attached company profile) Non-attachment of a company profile will result in zero score Non-attachment of proof that the bidder has an existing legal practice will result in zero score	The bidder must have the following in the legal services.		
	• Company profile	05	20
	• Proof of existence of legal practice for a period of ten years and/or more.	15	
	• Proof of existence of legal practice for a period of 5 – 9 years.	06	
	• Proof of existence of legal practice for a period less than five years	05	
Proof of infrastructure and confirmation of premises from which the bidder conduct its business. Non-confirmation of premises of the bidder where he/she conduct the business, communication and document service facilities, fixed address, telephone, facsimile and computer system will results in zero score. Please note that verification will be conducted (site visit)	Confirmation of the premises from which the bidder conducts its business, communication and documents service facilities, fixed address, lead attorneys email address, telephone and facsimile number and computer system	20	20
Previous experience (Knowledge and expertise of the lead attorney(s)).	CV of the lead attorney(s)		25
	Certified proof of qualifications and admission as an attorney.	10	

Non-attachment of curriculum vitae of lead attorneys supported by certified proof of qualifications and admission as an attorney will result in zero score. Failure to demonstrate experience in the identified Area(s) of the law and ability to conduct research and provide solutions will result in zero score	A record of finalized matters that were ruled in your favour, attended to by the lead attorney(s) under the last three (3) years prior to the closing date of this request and - 7 or more - 1 to 6	10 05	
	Proof of the lead attorneys has a minimum of five (5) years post admission experience in the identified area (s) of service as per Par. 4.1 (letter of good standing)	05	
Previous experience (Signed copy of appointment letters with corresponding reference letters for similar work) indicating the area of specialization Non-attachment of signed copies of appointment letters with corresponding reference letters will result into zero score. The appointment letters or the corresponding reference letters must stipulate email address, telephone/cell phone and the period. Failure to include these details will result in zero score. Please pair (put together) each appointment letter with its corresponding reference letter per the area of your specialization All area of specialization selected by the bidder should be accompanied by an appointment letter and reference letter	Ten (10) and above signed copies of appointment letters and corresponding reference letters 7 - 9 and above signed copies of appointment letters and corresponding reference letters 4 - 6 and above signed copies of appointment letters and corresponding reference letters 1 - 3 and above signed copies of appointment letters and corresponding reference letters	35 25 20 15	35
TOTAL		100 points	
MINIMUM QUALIFYING SCORE	Bidders scoring less than 70 points will be disqualified from further evaluation.	70 points	

C.4 Price and Preferential Procurement (80/20 System)

Financial proposals from bidders on the panel of pre-qualified service providers will be evaluated as and when services are required. The financial proposals will then be evaluated on a 80/20 preferential point system where 80 points are allocated for the price and 20 points for specific goals.

C.4.1 Specific Goals — Locality Points

LOCALITY	POINTS
Company registered and operating anywhere within the Republic of South Africa	20

Locality shall be verified by the address recorded on the company's registration certificate (CK/CM) or on a current municipal rates statement or proof of residence. The 80/20 preference point system shall apply. The lowest acceptable tender price shall be used to determine the applicable system, as per Regulation 3(2) of the Preferential Procurement Regulations 2022.

ANNEXURE A — PRICING SCHEDULE (MBD 3.1)

FIRM PRICES ONLY WILL BE ACCEPTED. NON-FIRM PRICES, INCLUDING PRICES SUBJECT TO EXCHANGE RATE VARIATIONS, WILL NOT BE CONSIDERED.

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

Name of Bidder.....	Bid Number FTM/T24/25/26
Closing Time 12H00	Closing Date 31 July 2026

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

Note: All delivery costs must be included in the bid price for delivery at the prescribed destination. All applicable taxes (VAT, PAYE, UIF, SDL) must be included in all prices.

** “all applicable taxes” includes value- added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies. *Delete if not applicable

ANNEXURE B — DECLARATION OF INTEREST (MBD 4)

1. No bid will be accepted from persons in the service of the state.
2. Any person with a kinship — including a blood relationship — with persons in the service of the state may submit a bid. However, in view of possible allegations of favouritism, should the bid or any part thereof be awarded to persons connected or related to persons in the service of the state, the bidder or their authorised representative is required to declare their position in relation to the evaluating or 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 here presentative:.....
 - 3.2 Identity Number:.....
 - 3.3 Position occupied in the Company (director, trustee,shareholder²):.....
 - 3.4 Company Registration Number:.....
 - 3.5 Tax Reference Number:.....
 - 3.6 VAT Registration Number:
 - 3.7 The names of all directors / trustees / shareholders members, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below.
 - 3.8 Are you presently in the service of the state? **YES / NO**
 - 3.8.1 If yes, furnish particulars.

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

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

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

ANNEXURE C — PREFERENCE POINTS CLAIM FORM (MBD 6.1)

Preferential Procurement Regulations 2022 — This form must form part of all bids. It contains general information and serves as a claim form for preference points for specific goals.

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

1. General Conditions

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

- the 80/20 system for requirements with a Rand value below R50 000 000 (all applicable taxes included).

1.2 To be completed by the organ of state

- a) The applicable preference point system for this tender is the 80/20 preference point system.
- b) The lowest acceptable tender will be used to determine the accurate system once tenders are received.

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

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

1.4 The maximum points for this tender are allocated as follows:

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

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

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

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

80/20	or	90/10
$Ps = 80 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)$ Where Ps = Points scored for price of tender under consideration Pt = Price of tender under consideration Pmin = Price of lowest acceptable tender		$Ps = 90 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)$

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

3.2.1. POINTS AWARDED FOR PRICE

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

80/20	or	90/10
$Ps = 80 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)$ Where Ps = Points scored for price of tender under consideration Pt = Price of tender under consideration Pmax = Price of highest acceptable tender		$Ps = 90 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)$

4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
 - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system, then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

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

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

The specific goals allocated points in terms of this tender	Number of points Allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Company registered and operating anywhere within the Republic of South Africa	20	

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

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

ANNEXURE D — CONTRACT FORM: PURCHASE OF GOODS/SERVICES (MBD 7.1)

THIS FORM MUST BE COMPLETED IN DUPLICATE BY BOTH THE SUCCESSFUL BIDDER (PART 1) AND THE PURCHASER (PART 2). BOTH COPIES MUST BE SIGNED IN ORIGINAL SO THAT EACH PARTY RETAINS A SIGNED ORIGINAL.

Part 1 — To Be Completed by the Bidder

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

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES

1

2

DATE:

Part 2 — To Be Completed by the Purchaser

1. I,.....,in my capacity as,
accept the bid under reference.....dated.....for the supply of
goods/services as indicated hereunder and/or further specified in the annexures.
2. An official order indicating delivery instructions will be issued. Payment will be made
within 30 (thirty) days of receipt of a valid invoice accompanied by the delivery note.
3. I undertake to make payment for the goods/services delivered in accordance with
the terms and conditions of the contract, within 30 (thirty) days after receipt of an
invoice accompanied by the delivery note.

ITEM NO.	PRICE (ALL APPLICABLE TAXES INCLUDED)	BRAND	DELIVERY PERIOD	TOTAL PREFERENCE POINTS CLAIMED	POINTS CLAIMED FOR EACH SPECIFIC GOAL

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

SIGNED ATON.....

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

WITNESSES

1.

2.

ANNEXURE E — DECLARATION OF BIDDER'S PAST SCM PRACTICES (MBD 8)

- 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 supplychain management system.
- 3 The bid of any bidder may be rejected if that bidder, or any of its directors have:
 - a. abused the municipality's / municipal entity's supply chain management system or committed anyimproper conduct in relation to such system;
 - b. been convicted for fraud or corruption during the past five years;
 - c. will fully neglected, reneged on or failed to comply with any government, municipal or other publicsector co ntract during the past five years; or
 - d. been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention andCombating of Corrupt Activities Act (No 12 of 2004).
- 4 In order to give effect to the above, the following questionnaire must be completed and submittedwith the bid.

Questionnaire

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? <i>(Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the audi alteram partem rule was applied).</i> he Database of Restricted Suppliers now resides on the National Treasury's website(www.treasury.gov.za) and can be accessed by clicking on its link at thebottom of the home page.		
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No. 12 of 2004)?		

	The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.		
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 (5) years?		
4.3.1	If so, furnish particulars:		
4.4	Does the bidder or any of its directors owe municipal rates and taxes or municipal charges to any municipality or municipal entity that are in arrears for more than three (3) months?		
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and any organ of state terminated during the past five (5) years on account of failure to perform or comply with the contract?		
4.5.1	If so, furnish particulars:		

If YES to any of the above, furnish full particulars on a separate page attached to this form.

CERTIFICATION:

I,, the undersigned, certify that the information furnished in this declaration is true and correct. I accept that, in addition to cancellation of the contract, action may be taken against me should this declaration prove to be false.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

ANNEXURE F — CERTIFICATE OF INDEPENDENT BID DETERMINATION (MBD 9)

1. This Municipal Bidding Document must form part of all bids.
2. Section 4(1)(b)(iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *per se* prohibition, meaning that it cannot be justified under any grounds.
3. Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
 - a take all reasonable steps to prevent such abuse;*
 - b reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and*
 - c cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.*
4. This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
5. In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:
- 6.

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

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

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 the following on behalf of:

(Name of Bidder)

- I have read and understand the contents of this Certificate.
- I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect.
- I am authorised by the bidder to sign this Certificate and to submit the accompanying bid, on behalf of the bidder.
- Each person whose signature appears on the accompanying bid has been authorised by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
- 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:
 - has been requested to submit a bid in response to this bid invitation;
 - could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - provides the same goods and services as the bidder and/or is in the same line of business as the bidder
- The bidder has arrived at the accompanying bid independently and without consultation, communication, agreement, or arrangement with any competitor. However, communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
- In particular, and without limiting the generality of the paragraph above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:

- prices;
 - geographical area where product or service will be rendered (market allocation)
 - methods, factors or formulas used to calculate prices;
 - the intention or decision to submit or not to submit, a bid;
 - the submission of a bid which does not meet the specifications and conditions of the bid; or
 - bidding with the intention not to win the bid.
- In addition, there has been no consultation, communication, agreements or arrangements with any competitor regarding, quality, quantity, specifications, conditions, or delivery particulars relating to this bid.
 - The terms of the accompanying bid have not been, and will not be, disclosed to any competitor prior to the official bid opening or contract award.
 - 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.

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.***

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

ANNEXURE G — FORM OF OFFER AND ACCEPTANCE

Part 1 — Form of Offer (To Be Completed by the Bidder in figures and words)

The employer, identified in the acceptance signature block, has solicited offers to enter into a contract for the procurement of: **APPOINTMENT OF A PANEL OF LEGAL AND ASSURANCE SERVICES FOR A PERIOD OF THIRTY-SIX (36) MONTHS.**

The tenderer, identified in the offer signature block, has examined the documents listed in the tender data and addenda thereto as listed in the returnable schedules, and by submitting this offer has accepted the conditions of tender.

By the representative of the tenderer, deemed to be duly authorised, signing this part of this form of offer and acceptance, the tenderer offers to perform all of the obligations and liabilities of the contractor under the contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the conditions of contract identified in the contract data.

*THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VALUE ADDED TAX IS:

.....N/A.....

.....
(rands) (in words);

R......N/A (in figures)

This offer may be accepted by the employer by signing the acceptance part of this form of offer and acceptance and returning one copy of this document to the tenderer before the end of the period of validity stated in the tender data, whereupon the tenderer becomes the party named as the contractor in the conditions of contract identified in the contract data.

Signature Block: (To be completed by the bidder)

Signature Date

Name

Capacity

Name of Organisation

Address of Organisation

Witness Name

Signature Date

Part 2 — Form of Acceptance (To Be Completed by the Employer)

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

Deviations from and amendments to the documents listed in the tender data and any addenda thereto as listed in the tender schedules as well as any changes to the terms of the offer agreed by the tenderer and the employer during this process of offer and acceptance, are contained in the schedule of deviations attached to and forming part of this agreement. No amendments to or deviations from said documents are valid unless contained in this schedule.

The tenderer shall within two weeks after receiving a completed copy of this agreement, including the schedule of deviations (if any), contact the employer's agent (whose details are given in the contract data) for delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the contract data. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

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

Signature Block: (To be completed by the employer)

Signature Date

Name

Capacity

For the Employer Fetakgomo Tubatse Local Municipality
 PO Box 206
 Burgersfort
 1150

Witness Name

Signature Date

ANNEXURE H — SCHEDULE OF DEVIATIONS

Notes:

1. The extent of deviations from the tender documents issued by the Employer prior to the tender closing date is limited to those permitted in terms of the Conditions of Tender,
2. A Tenderer's covering letter shall not be included in the final contract document. Should any matter in such, letter, which constitutes a deviation as aforesaid become the subject of agreements reached during the process of, offer and acceptance, the outcome of such agreement shall be recorded here,
3. Any other matter arising from the process of offer and acceptance either as a confirmation, clarification or change to the tender documents and which it is agreed by the Parties becomes an obligation of the contract shall also be recorded here,
4. Any change or addition to the tender documents arising from the above agreements and recorded here, shall also be incorporated into the final draft of the Contract,

a Subject:

.....

Details:

.....

.....

.....

.....

b Subject:

.....

Details:

.....

.....

.....

.....

c Subject:

.....

Details:

.....

.....

.....

.....

d Subject:

.....

Details:

.....

.....

.....

.....

By the duly authorized representatives signing this agreement, the employer and the tenderer agree to and accept the foregoing schedule of deviations as the only deviations from and amendments to the documents listed in the tender data and addenda thereto as listed in the tender schedules, as well as any confirmation, clarification or changes to the terms of the offer agreed by the tenderer and the employer during this process of offer and acceptance.

It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the tender documents and the receipt by the tenderer of a completed signed copy of this Agreement shall have any meaning or effect in the contract between the parties arising from this agreement.

ANNEXURE I— GENERAL CONDITIONS OF CONTRACT (GCC)

1. Definitions

The following terms shall be interpreted as indicated:

- "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
- "Contract" means the written agreement entered into between the purchaser and the provider, including all attachments, appendices, and documents incorporated by reference.
- "Contract price" means the price payable to the provider under the contract for full and proper performance of all contractual obligations.
- "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence a public official's action in the procurement process or in contract execution.
- "Day" means calendar day.
- "Delivery" means delivery in compliance with the conditions of the contract or order.
- "Force Majeure" means an unforeseeable event beyond the control of the provider, not involving the provider's fault or negligence, including but not limited to acts of the purchaser in its sovereign capacity, wars, revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
- "Fraudulent practice" means a misrepresentation of facts to influence a procurement process or the execution of a contract to the detriment of a bidder, and includes collusive practices among bidders.
- "GCC" means these General Conditions of Contract.
- "Goods" means all equipment, machinery, and/or other materials that the provider is required to supply under the contract.
- "Purchaser" means the Fetakgomo Tubatse Local Municipality.
- "Republic" means the Republic of South Africa.
- "SCC" means Special Conditions of Contract.
- "Services" means functional services ancillary to the supply of goods, including transportation, installation, commissioning, provision of technical assistance, training, and maintenance.
- "Written" or "in writing" means hand-written in ink or any form of electronic or mechanical writing.

2. Application

These general conditions apply to all bids, contracts, and orders, including those for functional and professional services. Where applicable, special conditions of contract are also laid down to cover specific supplies, services, or works. Where such special conditions conflict with these general conditions, the special conditions shall apply.

3. Standards

Goods supplied shall conform to the standards specified in the bidding documents and technical specifications.

4. Use of Contract Documents and Information

The provider shall not, without the purchaser's prior written consent, disclose the contract, any provision thereof, or any specification, plan, drawing, sample, or information furnished by the purchaser in connection therewith, to any person other than a person employed by the provider in the performance of the contract. Such disclosure shall be made in confidence and only to the extent necessary for performance.

Any document referenced in the contract (other than the contract itself) shall remain the property of the purchaser and shall be returned upon completion of the contract if so required.

5. Patent Rights

The provider shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods. All intellectual property rights in documentation or projects developed by the provider for the Municipality shall vest in the Municipality.

6. Performance Security

Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser a performance security in the amount specified in the Special Conditions of Contract. The performance security shall be in the form of a bank guarantee, irrevocable letter of credit, or cashier's certified cheque, and shall be denominated in Rand or a freely convertible currency acceptable to the purchaser.

The performance security will be discharged and returned to the provider within thirty (30) days following completion of all obligations under the contract, including warranty obligations.

7. Inspections, Tests, and Analyses

- All pre-bidding testing shall be for the account of the bidder.
- The purchaser's representative may inspect the provider's premises at all reasonable hours during the contract period.
- Supplies that do not comply with contract requirements may be rejected. Rejected supplies shall be held at the provider's cost and risk, and the provider shall remove and replace them forthwith.
- The provisions of this clause do not prejudice the purchaser's right to cancel the contract on account of breach.

8. Delivery and Documents

Delivery of goods and all shipping and clearance obligations shall be made by the provider in accordance with the terms specified in the contract. All goods shall be fully insured against loss or damage during transportation, storage, and delivery.

9. Warranty

The provider warrants that all goods supplied are brand-new, unused, of the most recent or current models, and incorporate all recent improvements in design and materials. All goods shall be free from defects arising from design, materials, or workmanship under normal use conditions.

This warranty shall remain valid for twelve (12) months after delivery and acceptance at the final destination, or eighteen (18) months after the date of shipment from the port of loading, whichever period concludes earlier. The purchaser shall notify the provider in writing of any warranty claim. Upon receipt of such notice, the provider shall, with all reasonable speed, repair or replace the defective goods at no cost to the purchaser.

10. Payment

The provider shall furnish the purchaser with a valid tax invoice accompanied by a copy of the delivery note upon fulfilment of all obligations under the contract. Payment shall be made within thirty (30) days after submission of a valid invoice. Payments will be made in South African Rand unless otherwise stipulated.

11. Prices

Prices shall not vary from the prices quoted in the bid, except as authorised by the purchaser in writing or in accordance with a bid validity extension.

12. Contract Amendments and Assignment

No variation or modification of the terms of the contract shall be made except by written amendment signed by both parties. The provider shall not assign, in whole or in part, its obligations under the contract without the purchaser's prior written consent. The provider shall notify the purchaser in writing of all subcontracts awarded under this contract.

13. Delays and Penalties

Delivery shall be made in accordance with the time schedule prescribed in the contract. If a delay occurs, the provider shall promptly notify the purchaser in writing of the nature, likely duration, and cause of the delay. Failure to deliver within the specified period shall render the provider liable to penalties calculated on the prime interest rate per day of delay, without prejudice to the purchaser's other remedies.

14. Termination

The purchaser may terminate the contract in whole or in part by written notice of default if the provider fails to deliver goods or perform services within the specified period; fails to perform any other contractual obligation; or has engaged in corrupt or fraudulent practices. The purchaser may also terminate the contract at any time if the provider becomes bankrupt or insolvent, without compensation to the provider.

15. Force Majeure

The provider shall not be liable for forfeiture of performance security, damages, or termination for default if the failure to perform results from an event of force majeure. The provider shall promptly notify the purchaser in writing of the force majeure situation and its cause, and shall continue to perform all obligations to the extent reasonably practicable.

16. Settlement of Disputes

The parties shall make every effort to resolve any dispute by mutual consultation. If a dispute is not resolved within thirty (30) days, either party may initiate mediation. If mediation fails, the dispute may be settled in a South African court of law. During any dispute resolution process, both parties shall continue to perform their respective contractual obligations.

17. Governing Language and Law

The contract shall be written in English. All correspondence shall also be in English. The contract shall be interpreted in accordance with South African law.

18. Taxes and Duties

A foreign provider is entirely responsible for all taxes, stamp duties, and license fees imposed outside South Africa. A local provider is entirely responsible for all taxes and duties incurred until delivery. No contract shall be concluded with any bidder whose tax matters are not in order.

ANNEXURE J — SPECIAL CONDITIONS OF CONTRACT

The following special conditions apply to this bid and supplement the General Conditions of Contract:

1. A contract will not necessarily result from responses received to this Expression of Interest. Fetakgomo Tubatse Local Municipality reserves the right to enter into negotiations with any one or more respondents should it be decided to proceed with the contract.
2. The Municipality reserves the right not to evaluate or consider any proposal that does not strictly comply with the requirements set out in this document.
3. The Municipality reserves the right to make a selection based solely on the information received in response to this bid.
4. The bid price must remain valid for a period of 90 calendar days from the closing date.
5. Bidders accept that the Municipality will not compensate them for any costs incurred in the preparation and submission of a bid, including costs to demonstrate compliance with requirements.
6. The Municipality may accept or reject any variation, deviation, bid offer, or alternative bid offer, and may cancel the bid process and reject all offers at any time before a contract is formed. The Municipality shall not be liable for any such cancellation or rejection, but shall provide written reasons upon written request.
7. The Municipal Manager may reject the bid of any person if that person or any of its directors has:
 - Failed to pay municipal rates, taxes, or service charges in arrears for more than three (3) months;
 - Failed, during the last five (5) years, to perform satisfactorily on a previous contract with FTLM or any other organ of state, after written notice of unsatisfactory performance was given;
 - Abused the supply chain management system of the Municipality or committed any improper conduct in relation to such system;
 - Been convicted of fraud or corruption during the past five (5) years;
 - Wilfully neglected, reneged on, or failed to comply with any government, municipal, or other public sector contract during the past five (5) years; or

- Been listed in the Register for Tender Defaulters under section 29 of the Prevention and Combating of Corrupt Activities Act (No. 12 of 2004), or listed on the National Treasury's database as a person prohibited from doing business with the public sector.
8. The Municipal Manager may cancel a contract awarded to a person if that person, or any official or role player, committed a corrupt or fraudulent act during the procurement process or in the execution of the contract, to the benefit of that person.
 9. No bid will be considered from persons in the service of the state, as defined in Regulation 1 of the Local Government: Municipal Supply Chain Management Regulations.