

PHOKWANE LOCAL MUNICIPALITY



TENDER NO: PLM/TPANEL-LEG/3105 - 2026

DESCRIPTION: APPOINTMENT OF A PANEL FOR PROVISION OF LEGAL SERVICES FOR A PERIOD 36 MONTHS AS AND WHEN REQUIRED.

Closing Date: 16 JULY 2026 AT 12:00pm

Company	
Contact Person	
Telephone Number	
E-mail	
Tender amount (VAT inclusive)	
Delivery Date	

PLM: Panel for provision of legal services for a period of 36 months on as and when required basis.

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PHOKWANE LOCAL MUNICIPALITY



BID NOTICE AND INVITATION TO TENDER

Tender Number: PLM/TPANEL-LEG/3105 - 2026

APPOINTMENT OF A PANEL FOR PROVISION OF LEGAL SERVICES FOR A PERIOD 36 MONTHS ON AS AND WHEN REQUIRED BASIS.

DESCRIPTION	BRIEFING SESSION	EVALUATION CRITERIA	PROFESSIONAL BODY ACCREDITATION/ AFFILIATION/ REGISTRATION	PRICE OF DOCUMENT	TECHNICAL ENQUIRIES	CLOSING DATE
Appointment of a panel for provision of legal services for a period of 36 months as and when required.	No Briefing Session	80/20 80 – Price 20 - Specific goal Compliance and functionality Criteria inside tender document	Legal Practice Council SA certificate	R0.00	Ms M. Taaibos m.taaibos@phokwane.gov.za	16 th of July 2026

Phokwane Local Municipality invites bids from suitably qualified and experienced service providers for the above-mentioned tender.

Phokwane Local Municipality Supply Chain Policy and Preferential Procurement policy 2022 will apply, and bids will be evaluated in terms of the 80/20 points system as set out in the PPPFA. A maximum of 20 points (80/20 preference points system) will be allocated for specific goals. These goals are: Contracting with persons, or categories of persons, historically disadvantaged by unfair discrimination on the basis of race, gender or disability, 50% of the 20 points will be allocated to promote this goal. The other 50% of the 20 points will be allocated to promote the goal of Local labour and/ or promotion of enterprises located in the municipal area.

The Municipality shall adjudicate and award tenders in accordance with the Preferential Procurement Policy Framework Act 5 of 2000 as amended. Tenders will remain valid for 90 (ninety) days.

Bid Documents will be downloadable for free from the 2nd of June 2026 from the E-Tender portal at <https://www.etenders.gov.za/> or municipal website www.phokwane.gov.za. The bid document will not be printed or acquired from the SCM office.

Duly completed tender documents sealed in an envelope marked with the **Bid Name, Bid Number and Bid Description** are to be deposited into the tender box located on the ground floor at Phokwane Local Municipality, 24 Hertzog Street, Hartswater, 8570, by no later than 12h00 pm on the 16th of July 2026. Enquiries on technicalities may be directed to Ms. M. Taaibos (053) 474 9700 and for supply chain matters to Mrs M Viljoen at tel. (053) 474 9700 during office hours.

Please note that faxed, e-mailed or late submission will not be accepted.

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Phokwane Local Municipality does not bind itself to accept the lowest or any tender, or to furnish any reason for the acceptance or rejection of a tender. The municipality reserves the right to appoint or not to appoint to lowest bidder in an event the bidder is below the market related rates.

This tender is drawn up in line with the Municipality's Supply Chain Management Policy.

Mr. Z Nikani
Municipal Manager

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RETURNABLE DOCUMENTS CHECKLIST

The table below lists all documents required with this bid. Bidders are advised to tick each row and verify submission before depositing the bid.

Only the documents in SECTION A are treated as grounds for immediate disqualification (non-responsive bids) in terms of the Municipal Finance Management Act, No. 56 of 2003 (MFMA), the Municipal Supply Chain Management Regulations (GN 868 of 2005), Phokwane Local Municipality's SCM Policy, and National Treasury prescripts.

Documents in SECTION B are required to score functionality and/or claim preference points. A bidder who fails to submit a B-BBEE certificate will NOT be disqualified but will receive zero (0) preference points for that specific goal. Documents in SECTION C may be requested/verified after closing and before award in line with MFMA SCM Regulation 21(c) and National Treasury Circular MFMA No. 104.

No.	Required Document / Requirement	Status	Tick (X)
SECTION A: MANDATORY (non-submission will result in disqualification)			
1	Signed and completed Form of Offer and Acceptance	MANDATORY	
2	Completed and signed Pricing Schedule — all pricing fields completed in non-erasable black ink	MANDATORY	
3	Completed and signed MBD 1 — Invitation to Bid	MANDATORY	
4	Completed and signed MBD 4 — Declaration of Interest	MANDATORY	
5	Completed and signed MBD 6.1 — Preference Point Claim Form (PPR 2022)	MANDATORY	
6	Completed and signed MBD 8 — Declaration of Bidder's Past SCM Practices	MANDATORY	
7	Completed and signed MBD 9 — Certificate of Independent Bid Determination	MANDATORY	
8	Completed Schedule 1A — Authority of Signatory (company resolution / power of attorney for JV / sole-proprietor certificate)	MANDATORY	
9	Completed Schedule 1B — Compulsory Enterprise Questionnaire	MANDATORY	
10	Proof of registration with legal Practice Council LPC of SA	MANDATORY	
11	Proof of active registration on the National Treasury Central Supplier Database (CSD Report) showing MAAA number (NT Instruction 4A of 2016/17)	MANDATORY	
12	Valid SARS Tax Compliance Status (TCS) PIN — will be verified electronically by the Municipality on the SARS eFiling system	MANDATORY	
13	Municipal Rates & Taxes account (company and directors) not older than 3 months, or signed lease stating rates are included, or tribal-authority letter if rural — must not be in arrears for more than 3 months at award stage	MANDATORY	
14	Every page of the bid document initialed by the authorized signatory	MANDATORY	
15	Legal Practice Council SA certificate	MANDATORY	
16	In the case of a Consortium / Joint Venture: signed and dated JV Agreement specifying profit, liability and workshare	MANDATORY (if applicable)	

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SECTION B: EVALUATION DOCUMENTS (Required for scoring of functionality and/or preference points)			
17	Appointment letters to a panel of attorneys by government or public institution signed by Accounting Officer or Manager: Legal Services or authorised official	FOR FUNCTIONALITY	
18	Reference letters from government or public institution in respect of the chosen area of specialization signed by Accounting Officer or authorised official in respect of the chosen area of specialization	FOR FUNCTIONALITY	
19	A detailed CV including certified copies of admission as an attorney of the high court, Fidelity Fund Certificate, valid Certificate of Good Standing issued by the South African Legal Practice Council and Academic and Professional qualifications	FOR FUNCTIONALITY	
20	A detailed CV including certified copies of admission as an attorney in the High Court, valid Certificate of Good Standing issued by the South African Legal Practice Council Academic and Professional qualifications.	FOR FUNCTIONALITY	
21	A detailed CV including certified copies of Academic and Professional qualifications attached	FOR FUNCTIONALITY	
22	B-BBEE Status Level Verification Certificate or sworn affidavit (only for preference-point claim — non-submission does NOT disqualify; zero preference points will be awarded)	FOR PREFERENCE POINTS ONLY	
SECTION C: PRE-AWARD / VERIFICATION (These may be verified by the Municipality after closing — non-submission does not automatically disqualify, but failure to produce before award will disqualify)			
23	Certified copies of Identity Documents of all directors / members / partners (certification not older than 3 months)	VERIFIED AT AWARD	
24	CIPC Company / Close Corporation registration documents	VERIFIED AT AWARD	
25	Valid Letter of Good Standing from the Compensation Fund (COIDA)	VERIFIED AT AWARD	
26	Banking details confirmation (bank-stamped letter or cancelled cheque)	VERIFIED AT AWARD	

DECLARATION BY BIDDER

I, the undersigned, confirm that I have read and understood the requirements of this tender and have attached all the documents as ticked above.

Signature: _____ Date: _____

Name (print): _____ Capacity: _____

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Tender No: PLM/TPANEL-LEG/3105 - 2026

Description: APPOINTMENT OF A PANEL FOR PROVISION OF LEGAL SERVICES FOR A PERIOD OF 36 MONTHS AS AND WHEN REQUIRED

Scope of work

1. Scope

This Bid is for Appointment of a panel for provision of legal services for a period 36 months as and when required.

We hereby request the service providers to quote for the above-mentioned tender through a competitive bidding process.

INTRODUCTION

1.1 Phokwane Local Municipality invites bids from suitably qualified attorneys to be placed on the Panel of Attorneys to assist the municipality to achieve its vision and its strategic objectives. The duration for appointment of panel of legal practitioners is a period of 36 months as and when required. The appointment to the panel of attorney is subjected to a conclusion of a service level agreement. The Legal and Valuation unit is responsible for the Municipality's legal related work which amongst others includes the following: -

- Contracts Management;
- Litigations & Claims;
- Corporate Legal Compliance;
- Council Legal Compliance;
- Municipal Courts;
- Municipal Entities Governance;
- Specialized Commercial Legal Services; and
- By-Law Compilation

1.2 The Municipality requires the services of appropriately qualified legal practitioners to render legal services as and when may be required. The duration for appointment of panel of legal practitioners is a period of 36 months as and when required. It is subjected to a conclusion of a service level agreement.

1.3 The objective is to identify legal practitioners that can render legal services over a broad spectrum of the fields of law as well as specific types of legal services where a bidder specializes in a specific field of law as set out hereunder.

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1.4 To avoid any possible conflict of interest, prospective service providers who are appointed will be required not to accept any instructions from any party against Phokwane Local Municipality. Phokwane Local Municipality reserves the right in its sole discretion to appoint any number of legal practitioners or law firms to serve on its legal panel for management purposes.

1.5 Phokwane Local Municipality may from time to time require specialised legal expertise and therefore reserves the right to, in deserving cases to appoint a senior Counsel depending on the complexity and importance of the matter to the Municipality. Should the successful bidder believe that the matter can be resolved in any other manner, the Municipality must be informed in writing of such alternative prior to any further steps being taken. To avoid the Municipality incurring high litigation costs, the bidder is expected at all material times to act in the best interest of the Municipality and must attempt to resolve the dispute by way of settlement and/or requesting for the application of Rule 41A of the Rules of Court or application of Pre-dismissal agreement in term of Labour Relations Act or any other agreed mechanisms as agreed with the other party after consultation with Municipal Manager as well as the unit manager: Legal and Valuation Services.

1.6 As part of the terms and conditions of appointment, it is expected from the Legal Firm to finalise matters or cases within a reasonable short period of time to avoid dormancy of cases and the recovery of all capital and interest owing, where applicable as well as the recovery of all costs orders made by the Court including execution steps as well as any other relevant steps. In the case where the matter becomes dormant, the successful bidder should try to finalise the matter or cause the matter to be withdrawn. The Legal Firm is responsible to claim legal costs against any unsuccessful party to litigation and to implement the court order as soon as possible. All the legal costs obtained should immediately be deposited into the account of the municipality by the legal Firm.

2. REQUESTED SERVICES

2.1 GENERAL LEGAL WORK

2.1.1 The Municipality requires Tenderers with expertise in the areas stipulated below:-

2.1.1.1 Administrative Law;

2.1.1.2 Commercial Law;

2.1.1.3 Company Law;

2.1.1.4 Constitutional Law;

2.1.1.5 Eviction including the application (PIE) and (ESTA)

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- 2.1.1.6 Energy Law;
- 2.1.1.7 Environmental Law;
- 2.1.1.8 Housing and Land Tenure Laws;
- 2.1.1.9 Conveyancing law;
- 2.1.1.10 Information and Communication Technology Law;
- 2.1.1.11 Labour and Employment Legal Advisory; Labour Law Litigation including arbitrations.
Appearing at bargaining councils, disciplinary hearings and chairing disciplinary hearings.
- 2.1.1.12 Civil Litigation (Magistrate & High Courts, Labour Court, Land Claims Court; Supreme Court of Appeals and Constitutional Court, Arbitrations)
- 2.1.1.13 Local Government Law;
- 2.1.1.14 Municipal Finance Management Act
- 2.1.1.15 Property Law (including Spluma and Conveyancing);
2.1.1.16 Security and Policing Law;
- 2.1.1.17 Transportation Law including National Land Transport Act, 2009 (Act 5 of 2009 and Economic Regulation of Transport Act 6 of 2024
- 2.1.1.18 Tax Law and Trusts law
- 2.1.1.19 Construction Law
- 2.1.1.20 Public Procurement Law.

3 AGREED FEE STRUCTURE

- 3.1 Due to strict budgeting requirements as provided by the MFMA as well as the principles of the Municipality Cost Containment Measures Circular issued by the National Treasury it is expected from the Legal Firm not to unreasonably inflate or exaggerate legal fees, hours, or services. All invoices should be accompanied by detailed supportive documents and proof that the services have been rendered as well as the hours spent on dealing with matters. The municipality does not allow more than one attorney to claim on the same matter. Payment will only be made to the appointed Attorney.
- 3.2 The Municipality reserves the right to peruse any invoice that has been submitted for payment and may refuse to make payments and further refer any disputed amount to the Legal Practice Council for advice. The Fee Structure shall be in line with the requirements of both the Lower and Higher Courts including the prescripts of the Legal Practice Council. It's also important to observe the MFMA-Municipal Cost Containment Regulations.
- 3.3 The fee notes submitted shall be in itemized form and clearly indicating the actual work done and the fee charges for each item as per the recognized rates. Invoices submitted late (after end of the current financial year) shall not be honored except where there are good reasons in the eyes of the Municipal Manager.

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3.4 The Legal Firm shall depend on the nature and circumstances of any legal matter, provide a quotation or a legal fee, prior to the services being rendered. Further the firm may submit interim bills to the Municipality at appropriate intervals during each matter as appropriate and generally at the time when a particular phase of the matter has been completed. Municipality shall not remunerate a legal Firm for work not done or not satisfactory done.

3.5 Unreasonable, inflated legal fees claimed will lead to a ground for cancellation of the agreement and the invoice shall not be paid until the information on the invoice is corrected and approved by the Municipal Manager in consultation with the Manager: legal Services. The Municipality intends to pay all legal fees within a period of 30 days of receipt of the invoice.

3.6 Legal fees in respect of handling disciplinary hearing and/or appeals on behalf of the municipality shall be negotiable with the appointed legal firm.

4 REPORTING

4.1 Any progress must be reported immediately in writing not later than 3(three) days after the event with advice on the proposed course of action.

4.2 All contingent liabilities and assets must be provided immediately after the case has been allocated to the legal firm. It is expected from the Legal Firm to comply with the A-G requests on disclosure of information on legal costs/ fees or information on contingent liability or Assets and or the merits of any matter or pending case. The municipality will under no circumstances pay any invoice relating to the preparation of contingent liability or assets and or attending to Audit queries as well as preparation of litigation matters or performance- based report. It is expected from the Legal firm to attend and communicate on monthly basis with the manager: Legal and Valuation Services on the management of Contingent asset Register

5 PERFORMANCE STANDARDS

5.1 Legal firm must strictly observe the applicable legislation, collective agreements, by-laws of municipality, and other applicable policies when giving advises or representing municipality.

5.2 In the case where the appointed Legal Firm is of the view that there are no prospects of success, the Municipality must be informed before any further steps are taken. Failure to inform the municipality may result in the municipality claiming damages from the Legal firm.

5.3 Written instructions must be obtained from the Manager: Legal Services and or the Municipal Manager before

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proceeding with any action or legal step.

5.4 The possibility of settlement and withdrawal of the case must always be explored in every matter. No settlement should be concluded without prior approval of the Unit Manager: Legal and Valuations and the Municipal Manager

5.5 The appointed Legal Firm is responsible to arrange consultations with witnesses through the manager: Legal and Valuation Services and/or the responsible Legal Advisor

5.6 In all instances where a legal firm is appointed to preside or prosecute in a disciplinary hearing. It must endeavor to finalise both disciplinary and appeal hearings within a period one (1) month from the commencement date. In case there are delays, reasons for the delay must be provided in writing to the Manager: Legal and Valuation Services and the Municipal Manager, No Advocate may be appointed without a specific written mandate from the Manager: Legal Services and the Municipal Manager. Unnecessary postponement of matter before courts is strictly unacceptable.

5.7 The Legal firm shall, by all means, finalise all the cases allocated and must ensure that no dormant cases are experienced by the municipality.

5.8 The Legal Firm must tick which service Categories or Specialised fields/ areas of law they are bidding for from the below mentioned:

5.9 The Legal Firm shall at all times provide requested information to the municipality and to prepare and submit litigation and contingent asset / liability register to the Municipality.

6 AVAILABILITY

6.1 The Legal practitioner/Legal firm should be readily available to provide legal services as and when required by the Municipality.

7 ETHICS/ PROFESSIONAL STANDARDS

7.1 NB: Purpose of Legal Practice Act, a legal practitioners shall include both the Attorney and the Advocate with a Trust Account.

7.2 The Legal practitioner/ Legal firm should always be ethical and professional towards the Officials and Councilors of the Municipality as well as third parties. The Legal firm is expected always to act in the best interests of the Municipality, further it must always avoid conflict of interest situations.

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8.1 The following shall be expected:

- 8.1.1 The Legal practitioner / Legal Firm should demonstrate in the management of the litigation, honesty and trust should be cornerstone of his profession.
- 8.1.2 The Legal practitioner/Legal Firm should disclose all information to the Municipality concerning all the matters at hand.
- 8.1.3 The Legal practitioner / Legal firm should at all the times refrain from disclosing confidential information of the client to third parties / Legal Firms/Legal practitioners unless ordered by Court of Law. The Legal Practitioner must comply with POPIA legislation.
- 8.1.4 The Legal practitioner / Legal Firms in representing Municipality before Court or other bodies should demonstrate dexterity, diligence, utmost good-faith and high degree of responsibility and accountability in the handling of litigation.
- 8.1.5 To mitigate litigation costs, the Legal practitioner / Legal Firm should always strive to be independent in handling matters that have been allocated to him instead of passing or referring these matters to Advocates.
- 8.1.6 The engagement of Advocates is only allowed in complex matters and as such the written permission of the Head Legal and Valuation and the Municipal Manager should be obtained before utilising the services of an Advocate. The municipality reserves the right to recommend an Advocate to handle the case as well as the corresponding legal practitioner.

9 USER FRIENDLY WORKING AMENITIES/FACILITIES

9.1 It is expected from the Legal practitioner/ Legal Firm to be equipped with advanced technology, facilities for the performance of assigned duties. Such technology should, amongst others: -

- 9.1.1 assist with access to information during research e.g. (legislation, law reports articles and communication).
- 9.1.2 Allow for deeds search as well as for lodging of documents to Register of Deeds
- 9.1.3 Allow for company search and access to Companies and Intellectual Property

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Commission (CIPC) and other related institutions.

NB. The Municipality reserves the right to conduct an inspection at any time.

10 SERVICES OF CORRESPONDENTS

10.1 The services of correspondent Legal practitioners/Legal firms should be used for the smooth and speedy running of the legal processes as prescribed. The municipality from time to time shall recommend Correspondent Attorneys to Legal Practitioners.

11 TRANSITIONAL MATTERS

11.1 The Service Provider is required to return all files to the Municipality, at its own costs, three months before the end of contract, except in cases where litigation process had commenced. This shall be subject to the status of the matter and discussions between the Municipality and the Service Provider.

11.2 Successful Service Providers must, on annual basis, submit certified copy of Fidelity Fund Certificate to the Municipality before 1st June of each calendar year. Failure to submit the required proof timeously (on 1 June) will result in the recalling of any instruction already give to such a legal practitioner in the absolute and sole discretion of the Municipality. Proof of Letter of Good Standing from the Legal Practice Council must also be submitted annually, and, as such, be submitted before 1 April of each calendar year.

12 ALLOCATION OF WORK AND ENTITLEMENT TO GET THE WORK

12.1 The allocation of work to the Legal Firm or Legal practitioner will be on “as and when required” and on rotational basis. The fact that a Legal firm/ Legal practitioner has been appointed should not be an entitlement or expectation to demand /claim that the work should be given to him/her. The allocation of work is dictated by the circumstances as and when it is necessary and upon the discretion of the Municipality. The Municipality may under any circumstance re-allocate the matter to another Law Firm (malperformance). In the case where the municipality is not satisfied with the standard of work performed or handling of the litigation matter.

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13 CONTINGENCY AGREEMENT

13.1 The Municipality may conclude a contingent agreement with the Legal Firm as required by legislation.

14 FREE OF CHARGE LEGAL SERVICE TO THE MUNICIPALITY

14.1 The Legal Firm may voluntarily render free legal service to the municipality as part of its social responsibility.

NB: ALL REFERENCES SHOULD BE DETAILED IN THE FOLLOWING MANNER AND BE SUBSTANTIATED WITH EVIDENCE AND THE FOLLOWING INFORMATION SHOULD BE OUTLINED:

- The Company name with a letterhead
- The reference person, Tel number and Email address
- The project Scope which provides the reference information of projects, transactions and institutions from client to whom similar to scope of work required by the Phokwane Local Municipality were rendered

CONTACT PERSON (TECHNICAL / SPECIFICATION RELATED ENQUIRIES)

HR Manager: Ms. M. Taaibos

Tel: 053 474 9700

Email: m.taaibos@phokwane.gov.za

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FUNCTIONALITY

Stage 1 – Functionality

Quality / Functionality: 100 points

1. This bid is subject to functionality scoring.

2. Bidders must obtain a minimum functionality scoring of 70 out of 100 points (70%) in order for bids to be marked as responsive. Bids that do not meet the minimum functionality scoring as indicated, will be regarded as non-responsive and not be evaluated on price and preference points.

3. Applicable criteria:

ITEM	CRITERIA	Maximum Points	Obtained Points by Bidder	VERIFICATION METHOD
1. Company experience		20		
	1.1 Company experience: In – depth experience of the legal firm in the area(s) of specialization Company Experience in Similar project – Law Firm must demonstrate experience in providing similar services in local government	10		Appointment letters to a panel of attorneys by government or public institution signed by Accounting Officer or Manager: Legal Services or authorised official
	10 or more appointment letters = (10 points)			
	6-9 appointment letters = (5 points)			
	3-5 appointment letters = (3 points)			
	0-2 and non-submission = (0 points)			
	1.2 Company experience:	10		Reference letters from government or public institution in respect of the

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In – depth experience of the legal firm in the area(s) of specialization Company Experience in Similar project –Law Firm must demonstrate experience in providing similar services in local government				chosen area of specialization signed by Accounting Officer or authorised official in respect of the chosen area of specialization	
	10 or more reference letters = (10 points)				
	6 - 9 reference letters = (5 points)				
	3-5 reference letters = (3 points)				
	0-2 and Non-Submission = (0 points)				
2 Key Personnel		80			
2.1 Lead Attorney's Experience post admission Years of practical experience in the specialized legal service/field applying for		40		A detailed CV including certified copies of admission as an attorney of the high court, Fidelity Fund Certificate, valid Certificate of Good Standing issued by the South African Legal Practice Council and Academic and Professional qualifications (Please Attach)	
	10 years' experience and above = (40 points)				
	6 - 9 years' experience = (30 points)				
	3 - 5 years' experience = (15 points)				
	0 -2 years of experience = (0 points)				

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2.2 Professional Assistant's or Associate's experience		30		A detailed CV including certified copies of admission as an attorney in the High Court, valid Certificate of Good Standing issued by the South African Legal Practice Council Academic and Professional qualifications. (Please Attach)	
	Years practical experience in the specialized legal service/field applying for				
	10 years' experience and above = (30 points)				
	6 - 9 years' experience = (15 points)				
	3 - 5 years' experience = (10 points)				
	0-2 years of experience = (0 points)				
2.3 Candidate Attorney's		10		A detailed CV including certified copies of Academic and Professional qualifications attached (Please Attach)	
Must demonstrate the capacity to provide the services required					
	4 or more Candidate Attorneys = (10 points)				
	2-3 Candidate Attorneys = (5 points)				
	1 Candidate Attorney = (3 points)				
	Non submission = (0 points)				
TOTAL		100			

NB: No tender will be regarded as an acceptable tender/responsive if it fails to achieve the minimum qualifying score for functionality of 70 out of a maximum of 100 points.

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Stage 2 – Price & preference

The 80/20 preference points System will be used, where 80 points will be allocated to price and 20 points to specific goals.

PRICING SCHEDULE FOR SERVICES

INSTRUCTIONS:

1. Only firm prices will be accepted. Non-firm prices will not be considered.
2. All delivery costs **MUST** be included in the bid price, for delivery at the prescribed destination.
3. Document **MUST** be completed in non-erasable black ink.
4. **NO** correction fluid/tape may be used.
5. In the event of a mistake having been made, it shall be crossed out in ink and be accompanied by an initial at each and every alteration.
6. The Bidder **MUST** indicate whether he/she/the entity is a registered VAT Vendor or not.
 - a) In the case of the Bidder not being a registered VAT Vendor, both columns

	INDICATE WITH AN "X"							
Are you/is the firm a registered VAT Vendor	YES				NO			
If "YES", please provide VAT number								

I / We _____ (full name of Bidder) the undersigned in my capacity as _____ of the firm hereby offer to Phokwane Municipality to render the services as described, in accordance with the specification and conditions of contract to the entire satisfaction of the Phokwane Municipality and subject to the conditions of tender, for the amounts indicated hereunder:

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PRICING SCHEDULE

The maximum fees payable by the Phokwane Local Municipality will be as per the fee structure hereby outlined below. No travelling allowance or any remuneration will be paid by the Municipality emanating from an instruction to deal with a matter around jurisdiction of the Municipality **NB:** No director and senior associate shall appear in the Magistrate Court without the permission of the Municipal Manager in consultation Unit Head: Legal and Valuation

NARRATION	Magistrates Court Tariff	High and Superior Courts Tariff
1.TAKING INSTRUCTION TO SUE OR TO DEFEND OR COUNTER-CLAIM	R	R
2. ATTENDING, PERUSING AND CONSIDERING OF CORRESPONDENCE AND TRANSACTIONS	R per page	R per page
3. ATTORNEYS OPINION TO PHOKWANE LOCAL MUNICIPALITY		
3.1 Preparation thereof including research	R per hour	R per hour
3.2 Drawing and typing of opinion	R per page	R per page
4. NOTICES		
4.1 Notice of intention to defend and formal notice	R	R
4.2 non-formal notice	R per notice	R per notice
4.3 Services and filling	R	R
4.4 Filling sheet		R
5. PREPARATION OF PLEA	R per hour	R per hour
5.1 No Counsel employed: Applicable to attorneys with right to appearance in High Court	R per hour	R per hour

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5.1.1 Drawing a pleading and drawing same	R per hour	R per hour
5.1.2 Draw Summons	R	R
5.2 Counsel employed		R per hour
5.2.1 Taking instructions to and instructing Counsel		R per instruction (all necessary copies included)
5.2.2 Brief to Counsel		R per brief
5.2.3 Filing		R
5.2.4 Uplifting brief and attending to pay		R
6. SUBSEQUENT PLEADING		
6.1 Perusing relevant papers prior to drawing of pleadings	R per hour	R per hour
6.2 Drawing up of all documents, Affidavits, notices, orders, etc.	R per notice	R per notice
7. CONSULTATION AND PRE-TRIAL INSPECTION IN LOCO		
7.1 Attendance of attorneys	R per hour	R per hour
7.2 Attendance of candidate attorneys	R per hour	R per hour
7.3 Preparation for consultation and pre-trial inspection, including re-perusal of documents where necessary:	R per hour	R per hour
7.3.1 Attendance of attorneys	R per hour	R per 15 mins
7.3.2 Attendance of candidate attorneys	R per hour	R per mins

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8. DRAWING OF STATEMENT OF WITNESS	R per page	R per statement
9. AFFIDAVITS		
9.1 Discovery and Supplementary Discovery Affidavit, supplementary discovery, and all types of Affidavits	R per hour	R per hour
9.2 Re-perusing papers to prepare affidavit(s)	R per hour	R per hour
10. TAKING INSTRUCTIONS TO INSTRUCTING COUNSEL		
10.1 On advice	R per brief	R per page
10.2 On trial	R per instruction	R per hour
10.3 Subpoena (all inclusive)	R per 15 mins	R per 15 mins
11. ON TRIAL		
11.1 Counsel employed	R per 15 mins	R per 15 mins
11.1.1 Preparation including re-perusal of necessary document	R per 15 mins	R per 15 Mins
11.1.2 Attorneys attendance of Court	R per hour	R per hour
11.1.3 Candidate attendance of Court	R per hour	R per hour
11.2 Counsel not employed	R per 15 mins	R per 15 mins
11.2.2 Preparing for trial including re-perusal of the necessary documents by attorney on behalf of the Municipality (No Counsel employed)	R per hour	R per hour

PLM: Appointment of a service provider to render services and support on the compilation and review of annual financial statements for a period of 36 months.

11.3 Preparation for trial in the form of consultations, inspection in loco, appearing attorney	R per hour	R per hour
12. NOTING JUDGEMENT	R per hour	R per hour
13. TRAVELLING TIME/AWAITING TIME	R per hour	R per 15 mins
14. CORRESPONDENCE (INCLUDING FACSIMILE TRANSMISSION)		
14.1 Letter written (excluding letter which contain an opinion, reports to defendants, memorandum etc.)	R per page	R per page
14.2 Telephone calls made and received	R per 5 min	R per 5 min

NARRATION	Miscellaneous Tariff
1. OTHER GENERAL LEGAL WORK	
1.1 Opinions	R per hour
1.2 Drafting of contracts	R per hour
1.3 Chairing of Disciplinary hearings	R per hour
1.4 Prosecutions of Disciplinary hearing	R per hour
1.5 Appearances of SALGBC / CCMA	R per hour
1.6 investigations	R per hour

Tariffs will be reviewed annually in line with rates from the Legal Practice

PLM: Appointment of a service provider to render services and support on the compilation and review of annual financial statements for a period of 36 months.

FORM OF OFFER AND ACCEPTANCE

CONTRACT NO: PLM/TPANEL-LEG/3105-2026

APPOINTMENT OF A PANEL FOR PROVISION OF LEGA SERVICES FOR A PERIOD OF 36 MONTHS AN AND WHEN REQUIRED.

OFFER

The Employer, identified in the Acceptance signature block below, has solicited offers to enter into a Contract in respect of the following works:

APPOINTMENT OF A PANEL FOR PROVISION OF LEGA SERVICES FOR A PERIOD OF 36 MONTHS AN AND WHEN REQUIRED.

The Tenderer, identified in the Offer signature block below, has examined the documents listed in the Tender Data and any addenda thereto as listed in the Tender 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 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 FOR THE THIRTY-SIX (36) MONTH CONTRACT IS:

_____ Rand (in words)

R _____ (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(s): _____

Name(s): _____

Capacity: _____

For (Name and address of organisation): _____

Name and signature of witness: _____

Date: _____

PLM: Appointment of a service provider to render services and support on the compilation and review of annual financial statements for a period of 36 months.

ACCEPTANCE

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 the Agreement and in the Contract that is the subject of this Agreement.

The terms of the Contract are within the Tender Document.

The Tenderer shall, within two (2) 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) to arrange the delivery of any bonds, guarantees, proof of insurance and other documentation to be provided in terms thereof.

Notwithstanding anything contained herein, this Agreement comes into effect on the date when the Tenderer receives one fully completed original copy of this document. Unless the Tenderer (now Service Provider) within five (5) working days of the date of such receipt notifies the Employer in writing of any reason why it cannot accept the contents of this Agreement, this Agreement shall constitute a binding Contract between the parties.

For and on behalf of Phokwane Local Municipality:

Signature: _____

Name: _____

Capacity: _____

Phokwane Local Municipality, 24 Hertzog Street, Hartswater, 8570

Name and signature of witness: _____

Date: _____

MBD 1 – INVITATION TO BID

INVITATION TO SUBMIT BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE PHOKWANE LOCAL MUNICIPALITY.					
BID NUMBER:	PLM/TPANEL-LEG/3105-2026	CLOSING DATE:	16 JULY 2026	CLOSING TIME:	12H00 PM
DESCRIPTION	APPOINTMENT OF A PANEL FOR PROVISION OF LEGA SERVICES FOR A PERIOD OF 36 MONTHS AN AND WHEN REQUIRED.				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7.1)					

The BID should be clearly marked: PLM/TPANEL-LEG/3105-2026

SUPPLIER INFORMATION					
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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:		AND	CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	<input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	<input type="checkbox"/> Yes <input type="checkbox"/> No	

[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
---	--	--	--	--	--

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3]
TOTAL NUMBER OF ITEMS OFFERED		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	CORPORATE SERVICE

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CONTACT PERSON	M. VILJOEN	CONTACT PERSON	M. TAAIBOS
TELEPHONE NUMBER	0534749700	TELEPHONE NUMBER	0534749700
E-MAIL ADDRESS	marinda@phokwane.gov.za	E-MAIL ADDRESS	m.taaios@phokwane.gov.za

PART B
TERMS AND CONDITIONS FOR BIDDING

BID SUBMISSION:

BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.

ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR ONLINE

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.

TAX COMPLIANCE REQUIREMENTS

BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.

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.

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.

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

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

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

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

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

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

DOES THE ENTITY HAVE A BRANCH IN THE RSA? YES NO

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

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

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.

PLM: Appointment of a service provider to render services and support on the compilation and review of annual financial statements for a period of 36 months.

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

DATE:

PLM: Appointment of a service provider to render services and support on the compilation and review of annual financial statements for a period of 36 months.

MBD 2 — TAX COMPLIANCE STATUS

It is a condition of this bid that:

- The tax matters of the successful bidder must be in order, or a satisfactory arrangement must have been made with the South African Revenue Service (SARS) to meet its tax obligations.
- Bidders must obtain a Tax Compliance Status (TCS) PIN from SARS eFiling. The Municipality will verify the bidder's tax-compliance status electronically using this PIN on the SARS eFiling system.
- In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate TCS PIN.
- Failure to submit a TCS PIN, or a finding of non-compliance on verification, will result in the bid being disqualified at the award stage.

1. Name of taxpayer / bidder	
2. Trading name	
3. Identification Number (sole proprietor)	
4. Company / CC / Trust Registration Number	
5. Income Tax Reference Number	
6. VAT Registration Number (if applicable)	
7. PAYE Employer Registration Number (if applicable)	
8. TAX COMPLIANCE STATUS (TCS) PIN	

Signature: _____ Date: _____

Name (print): _____ Capacity: _____

Name of Bidder: _____

PLM: Appointment of a service provider to render services and support on the compilation and review of annual financial statements for a period of 36 months.

MBD 4 – DECLARATION OF INTEREST

DECLARATION OF INTEREST	
1.	No bid will be accepted from persons in the service of the state.
2.	Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favoritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in the service of the state, it is required that the bidder or their 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 / her representative:
3.2	Identity Number:
3.3	Position occupied in the Company (director, trustee, shareholder ²):
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 (where applicable) 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:
¹ MSCM Regulations: “in the service of the state” means to be – (a) a member of – (i) any municipal council; (ii) any provincial legislature; or (iii) the National Assembly or the National Council of Provinces; (b) a member of the board of directors of any municipal entity;	

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- (c) an official or any Municipality or municipal entity;
- (d) an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);
- (e) a member of the accounting authority of any national or provincial entity; or
- (f) an employee of Parliament or a provincial legislature.

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

<p>3.9</p> <p>3.9.1</p>	<p>Have you been in the service of the state for the past twelve months?</p> <p>If yes, furnish particulars:</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p>	<p>YES / NO</p>
<p>3.10</p> <p>3.10.1</p>	<p>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?</p> <p>If yes, furnish particulars:</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p>	<p>YES / NO</p>
<p>3.11</p> <p>3.11.1</p>	<p>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?</p> <p>If yes, furnish particulars:</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p>	<p>YES / NO</p>
<p>3.12</p> <p>3.12.1</p>	<p>Are any of the company’s directors, trustees, managers, principle shareholders or stakeholders in the service of the state?</p> <p>If yes, furnish particulars:</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p>	<p>YES / NO</p>

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<p>3.13</p> <p>3.13.1</p>	<p>Are any spouse, child or parent of the company’s directors, trustees, managers, principle shareholders or stakeholders in the service of the state?</p> <p>If yes, furnish particulars:</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p>	<p>YES / NO</p>
<p>3.14</p> <p>3.14.1</p>	<p>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?</p> <p>If yes, furnish particulars:</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p>	<p>YES / NO</p>

Full details of directors / trustees / members / shareholders		
Full Name	Identity Number	State Employee Number

.....
Signature

.....
Date

.....
Capacity

.....
Name of the bidder

PLM: Appointment of a service provider to render services and support on the compilation and review of annual financial statements for a period of 36 months.

MBD 6.1 – PREFERENCE POINT CLAIM (PPR 2022)

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

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for Previously disadvantaged person/(s).

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

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to all bids:

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

1.2 a) The value of this bid is estimated **not to exceed** R50 000 000 (all applicable taxes included) and therefore the **80/20** preference point system shall be applicable; or

1.3 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	80
SPECIFIC GOALS	20
Total points for Price and Specific Goals must not exceed	100

1.5 Failure on the part of a Bidder 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 purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

2. DEFINITIONS

“**tender**” means a written offer in the form determined by an organ of state in response to an invitation to provide goods or PLM: Appointment of a service provider to render services and support on the compilation and review of annual financial statements for a period of 36 months.

services through price quotations, competitive tendering process or any other method envisaged in legislation;

“**price**” means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;

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

“**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

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

FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3. POINTS AWARDED FOR PRICE

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

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

$$\begin{array}{ccc} \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\ \mathbf{Ps} = \mathbf{80} \left(\mathbf{1} - \frac{\mathbf{Pt} - \mathbf{Pmin}}{\mathbf{Pmin}} \right) & \mathbf{or} & \mathbf{Ps} = \mathbf{90} \left(\mathbf{1} - \frac{\mathbf{Pt} - \mathbf{Pmin}}{\mathbf{Pmin}} \right) \end{array}$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

3.2 POINTS AWARDED FOR PRICE

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

$$\begin{array}{ccc} \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\ \mathbf{Ps} = \mathbf{80} \left(\mathbf{1} + \frac{\mathbf{Pt} - \mathbf{Pmax}}{\mathbf{Pmax}} \right) & \mathbf{or} & \mathbf{Ps} = \mathbf{90} \left(\mathbf{1} + \frac{\mathbf{Pt} - \mathbf{Pmax}}{\mathbf{Pmax}} \right) \end{array}$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

4.1 In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must
PLM: Appointment of a service provider to render services and support on the compilation and review of annual financial statements for a period of 36 months.

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.

Phokwane Local Municipality has identified the following specific goals for this tender:

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)
Specific Goal 1 — Local Economic Development (maximum 10 points)		
Registered office within the boundaries of Phokwane Local Municipality: 10 points	10	
Within Frances Baard District (but outside Phokwane): 7 points	7	
Within Northern Cape Province (but outside Frances Baard): 4 points	4	
Outside Northern Cape Province: 2 points	2	
Specific Goal 2: Woman ownership of a company (Max 5 points)		
100% Woman ownership	5	
31% - 50 % Woman ownership	3	
Less than 30% Woman ownership OR no valid evidence submitted	0	
Specific Goal 3: Youth ownership (Max 5 points)		
100% Youth Ownership	5	
31% - 50 % Youth Ownership	3	
Less than 30% Youth Ownership OR no valid evidence submitted	0	

Notes to complete table for specific goals:

THE FOLLOWING DOCUMENTS MUST BE ATTACHED AS PROOF OF THE POINTS CLAIMED.

Goal 1: Locality of supplier. Tenderers should complete one relevant row for points claimed.

- The municipal rates and taxes statement, which is in the name of the company, not older than three (3) months; or
- The Clearance Certificate issued by the bidding companies' local municipality, which is in the name of the

PLM: Appointment of a service provider to render services and support on the compilation and review of annual financial statements for a period of 36 months.

- company, not older than three (3) months; or
- The completed Municipal Form with either the stamp of the municipality or the landlord, which is in the name of the company, not older than three (3) months or
- An official letter which is in the name of the company from the local tribal authority, not older than three (3) months; or
- A valid signed lease agreement which is in the name of the company, that clearly shows the business address (not expired at closing date), accompanied by tax invoice/statement of account from the estate agent / landlord not older than three (3) months); or
- If the municipal rates and taxes statement is in the Landlord's or Director's name an affidavit certified by the commissioner of oaths must be attached indicating that the company/enterprise is operating from the stated addressed, accompanied by their municipal rates and taxes statement (not older than three (3) months).

Goal 2: - Women Ownership. Tenderers should complete one relevant row for points claimed.

- Certified Copy of ID.
- Certified Copy of CK certificate (issued by CIPC).

Goal 3: Youth Ownership. Tenderers should complete one relevant row for points claimed.

- A tenderer must submit a copy of their CIPC company registration and /or shareholder certificate as proof, which shows ownership or share certificate documents and ID of owners. The youth owners should be less than 35 years at the time of submission of tender to claim these points.

NB: If no proof is attached the tenderer will not be awarded the points claimed.

4.3 DECLARATION WITH REGARD TO COMPANY/FIRM

Name of firm:		
VAT Registration number:		
Company / CC / Trust registration number:		
Type of firm (tick one):	<input type="checkbox"/> Partnership <input type="checkbox"/> Sole proprietor / One-person business <input type="checkbox"/> Close Corporation <input type="checkbox"/> Listed company <input type="checkbox"/> Private company (Pty) Ltd <input type="checkbox"/> Trust	
Principal business activity:		
Municipal Information	Municipality where business is situated:	
	Registered Account Number:	
	Stand Number:	

4.4 Total number of years the company/firm has been in business:

4.5 I/We, 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

PLM: Appointment of a service provider to render services and support on the compilation and review of annual financial statements for a period of 36 months.

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:

MBD 8 - DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES
--

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

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

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied). The Database of Restricted Suppliers now resides on the National Treasury's website (www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		

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4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.5.1	If so, furnish particulars:		

CERTIFICATION MBD 8

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

MBD 9 - CERTIFICATE OF INDEPENDENT BID DETERMINATION

CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Municipal Bidding Document (MBD) must form part of all bids¹ invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging). ² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
 - a. takes 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.
5. 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.
6. In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

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

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

MBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

PLM/TPANEL-LEG/3105 – 2026: APPOINTMENT OF A PANEL FOR PROVISION OF LEGAL SERVICES FOR A PERIOD OF 36 MONTHS AN AND WHEN REQUIRED.

(Bid Number and Description)

In response to the invitation for the bid made by:

PHOKWANE LOCAL MUNICIPALITY

Do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of: _____ that:
(Name of Bidder)

I have read and I 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 authorized 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 authorized 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 from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.

In particular, without limiting the generality of paragraphs 6 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;

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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 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.

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.

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

SCHEDULE 1A — AUTHORITY OF SIGNATORY

Indicate the status of the tenderer by ticking the appropriate box. The tenderer must complete the certificate set out below for the relevant category.

- A. Company (Private or Public)
- B. Partnership
- C. Joint Venture / Consortium
- D. Sole Proprietor
- E. Close Corporation
- F. Trust

A. Certificate for a Company

I, _____, chairperson of the board of directors of _____, hereby confirm that by resolution of the board (copy attached) taken on _____ 20____, Mr/Mrs _____ acting in the capacity of _____ was authorised to sign all documents in connection with this tender and any contract resulting from it on behalf of the company.

As witness: 1. _____ 2. _____

Chairperson: _____ Date: _____

B. Certificate for a Partnership

We, the undersigned, being the key partners in the business trading as _____, hereby authorise Mr/Mrs _____ acting in the capacity of _____ to sign all documents in connection with the tender for Contract PLM/TPANEL-LEG/3105-2026 and any contract resulting from it on our behalf.

NAME	ADDRESS	SIGNATURE	DATE

NOTE: This certificate must be completed and signed by all key partners.

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C. Certificate for a Joint Venture / Consortium

We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorise Mr/Mrs _____, authorised signatory of the company _____ acting in the capacity of lead partner, to sign all documents in connection with the tender offer for Contract **PLM/TPANEL-LEG/3105-2026** and any contract resulting from it on our behalf.

This authorisation is evidenced by the attached power of attorney signed by legally authorised signatories of all the partners to the Joint Venture.

NAME OF FIRM	ADDRESS	AUTHORISING SIGNATURE, NAME & CAPACITY

D. Certificate for a Sole Proprietor

I, _____, hereby confirm that I am the sole owner of the business trading as _____.

As witness: 1. _____ Signature of sole owner: _____

E. Certificate for a Close Corporation

We, the undersigned, being the key members in the business trading as _____, hereby authorise Mr/Mrs _____ acting in the capacity of _____ to sign all documents in connection with the tender for Contract **PLM/TPANEL-LEG/3105-2026** and any contract resulting from it on our behalf.

NAME	ADDRESS	SIGNATURE	DATE

NOTE: This certificate must be completed and signed by all key members.

F. Certificate for a Trust

I/We, the undersigned trustee(s) of _____ Trust (Trust No: _____), hereby authorise Mr/Mrs _____ to sign all documents in connection with this tender and any contract resulting from it on behalf of the Trust.

A certified copy of the Letter of Authority issued by the Master of the High Court is attached.

Signatures of all trustees:

1. _____ 2. _____

3. _____ 4. _____

SCHEDULE 1B — COMPULSORY ENTERPRISE QUESTIONNAIRE

The following particulars must be furnished. In the case of a joint venture, separate enterprise questionnaires in respect of each partner must be completed and submitted.

Section 1: Enterprise details

Name of enterprise	
Contact person	
Email	
Telephone	
Cell phone	
Fax	
Physical address	
Postal address	
CSD (MAAA) registration number	
Company / CC / Trust registration number	
Income Tax Reference number	
VAT Registration number (if any)	
PAYE registration number (if any)	
B-BBEE Status Level (if claiming)	

Section 2: Particulars of Principals

'Principal' means a natural person who is a partner in a partnership, a sole proprietor, a director of a company established in terms of the Companies Act, No. 71 of 2008, or a member of a close corporation registered in terms of the Close Corporations Act, No. 69 of 1984, or a trustee of a trust.

Full name of Principal	Identity Number	Personal income tax number	% Shareholding

Attach certified copies of Identity Documents (certification not older than 3 months).

Section 3: Banking Details

Bank name and branch	
Branch code	
Bank account number	
Type of account (Current / Savings / Transmission)	
Name of account holder	

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Attach a bank-stamped letter or cancelled cheque.

Signature: _____ Date: _____

Name (print): _____ Position: _____

SCHEDULE 1C — CONSULTANT'S PRACTICE DECLARATION

The Tenderer must provide the following information regarding the Consultant's Practice. Where a bidder has more than one local office, the information provided shall be the aggregate for all local offices. Attach additional pages if necessary.

1. Firm Overview

Physical address / Head office: _____

Year established: _____ Number of local offices: _____

Ownership / management structure (summary): _____

Fields of activity / expertise (summary): _____

2. Professional Body Registration of the Firm and Team Members (If Applicable)

Note: Phokwane Local Municipality recognises registration with any professional body recognised by the South African Qualifications Authority (SAQA) under the NQF Act, 2008, and/or recognised by the Commissioner of the South African Revenue Service (SARS) as a Recognised Controlling Body in terms of section 240A of the Tax Administration Act, 2011. Bidders registered with such recognised body may insert the details on the table below.

Professional Body	Recognised Designation(s)	Number of Team Members Registered

Letters of good standing (not older than 3 months) must be attached for each registered team member.

3. Proposed Project Team

List the team members who will actually be seconded to Phokwane Local Municipality for this project. Attach a detailed CV for each team member. A signed declaration of availability is required.

Team Member	Full Name & Surname	Role on Project	Qualifications	Professional Body & Reg. No. (If Applicable)	Years of Municipal Experience
1					
2					

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Team Member	Full Name & Surname	Role on Project	Qualifications	Professional Body & Reg. No. (If Applicable)	Years of Municipal Experience
3					
4					
5					
6					

4. Firm Experience — Summary of Recent Engagements

#	Client (Municipality)	Financial Year(s)	Audit Outcome	Contactable Reference
1				
2				
3				
4				
5				
6				
7				
8				

Attach reference letters on client letterhead confirming the above.

Signature: _____ Date: _____

Name (print): _____ Position: _____

GENERAL CONDITIONS OF CONTRACT

NOTES The purpose of this document is to:

- i. Draw special attention to certain general conditions applicable to government bids, contracts and orders; and
- ii. To ensure that clients be familiar with regard to the rights and obligations of all parties involved in doing business with government.

In this document words in the singular also mean in the plural and vice versa and words in the masculine also mean in the feminine and neuter.

- The General Conditions of Contract will form part of all bid documents and may not be amended.
- Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately for every bid (if applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.

TABLE OF CLAUSES

1. Definitions
2. Application
3. General
4. Standards
5. Use of contract documents and information; inspection
6. Patent rights
7. Performance security
8. Inspections, tests and analysis
9. Packing
10. Delivery and documents
11. Insurance
12. Transportation
13. Incidental services
14. Spare parts
15. Warranty
16. Payment
17. Prices
18. Contract amendments
19. Assignment
20. Subcontracts
21. Delays in the supplier's performance
22. Penalties
23. Termination for default
24. Dumping and countervailing duties
25. Force Majeure
26. Termination for insolvency
27. Settlement of disputes
28. Limitation of liability
29. Governing language
30. Applicable law
31. Notices
32. Taxes and duties
33. National Industrial Participation Programme (NIPP)
34. Prohibition of restrictive practices.

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General Conditions of Contract	
1. Definitions	<p>1. The following terms shall be interpreted as indicated:</p> <p>1.1. "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.</p> <p>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.</p> <p>1.3. "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.</p> <p>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.</p> <p>1.5. "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.</p> <p>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.</p> <p>1.7. "Day" means calendar day.</p> <p>1.8. "Delivery" means delivery in compliance of the conditions of the contract or order.</p> <p>1.9. "Delivery ex stock" means immediate delivery directly from stock actually on hand.</p> <p>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 supplies are so delivered and a valid receipt is obtained.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>1.14. "GCC" means the General Conditions of Contract.</p> <p>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.</p> <p>1.16. "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the 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 supplies covered by the bid will be manufactured.</p> <p>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.</p> <p>1.18. "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.</p> <p>1.19. "Order" means an official written order issued for the supply of goods or works or the rendering of a service.</p> <p>1.20. "Project site," where applicable, means the place indicated in bidding documents.</p> <p>1.21. "Purchaser" means the organization purchasing the goods.</p> <p>1.22. "Republic" means the Republic of South Africa.</p> <p>1.23. "SCC" means the Special Conditions of Contract.</p> <p>1.24. "Services" means that functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.</p> <p>1.25. "Written" or "in writing" means hand-written in ink or any form of electronic or mechanical writing.</p>
2. Application	<p>2.1. These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.</p> <p>2.2. Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.</p> <p>2.3. Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.</p>
3. General	<p>3.1. Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.</p> <p>3.2. In certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The</p>

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	Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za
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	<p>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 extend only so far as may be necessary for purposes of such performance.</p> <p>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.</p> <p>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.</p> <p>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.</p>
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.
7. Performance security	<p>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.</p> <p>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.</p> <p>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.</p> <p>7.4. The performance security will be discharged by the purchaser and returned to the provider not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.</p>
8. Inspections, tests and analyses	<p>8.1 All pre-bidding testing will be for the account of the bidder.</p> <p>8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.</p> <p>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.</p> <p>8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.</p> <p>8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.</p> <p>8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.</p> <p>8.7 A contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies 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 supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the provider further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.</p> <p>8.8. The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.</p>
9. Packing	<p>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 and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.</p> <p>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, specified in SCC, and in any subsequent instruction ordered by the purchaser.</p>
10. Delivery and documents	<p>10.1 Delivery of the goods shall be made by the supplier in accordance with the terms specified in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC.</p> <p>10.2 Documents to be submitted by the supplier are specified in SCC.</p>

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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 in the SCC.
12. Transportation	12.1. Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.
13. Incidental Services	13.1. The provider may be required to provide any or all of the following services, including additional services, if any, specified in SCC: 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	14.1As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier: (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and (b) in the event of termination of production of the spare parts: i. Advance notification to the purchaser of the pending termination, 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	15.1The 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. 15.2This 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 in SCC. 15.3The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty. 15.4Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser. 15.5If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, 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 in SCC. 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract. 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 in SCC.
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 in SCC or in the purchaser's request for bid validity extension, as the case may be.
18. Contract amendments	18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.
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 these contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.

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<p>21. Delays in the supplier's performance</p>	<p>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.</p> <p>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.</p> <p>21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, Provincial department or a local authority.</p> <p>21.4 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 supplies are required, or the supplier's services are not readily available.</p> <p>21.5 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 21.2 without the application of penalties.</p> <p>21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the 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.</p>
<p>22. Penalties</p>	<p>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.</p>
<p>23. Termination for default</p>	<p>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:</p> <p>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;</p> <p>b. if the supplier fails to perform any other obligation(s) under the contract; or c. if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.</p> <p>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.</p> <p>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.</p> <p>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 intended penalty as not objected against and may impose it on the supplier.</p> <p>23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, 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 Accounting Officer / Authority actively associated.</p> <p>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:</p> <p>i. the name and address of the supplier and / or person restricted by the purchaser; ii. the date of commencement of the restriction;</p> <p>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.</p> <p>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.</p>
<p>24. Anti-Dumping and countervailing duties and rights</p>	<p>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 favourable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.</p>

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25. Force Majeure	<p>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.</p> <p>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.</p>
26. Termination for insolvency	<p>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.</p>
27. Settlement of disputes	<p>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.</p> <p>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.</p> <p>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.</p> <p>27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC</p> <p>27.5 Notwithstanding any reference to mediation and/or court proceedings herein, a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and b) the purchaser shall pay the provider any monies due the supplier.</p>
28. Limitation of liability	<p>28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;</p> <p>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</p> <p>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.</p>
29. Governing language	<p>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.</p>
30. Applicable law	<p>30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.</p>
31. Notices	<p>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.</p> <p>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.</p>
32. Taxes and duties	<p>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.</p> <p>32.2 A local provider shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.</p> <p>32.3 No contract shall be concluded with any bidder whose tax matters are not in order. certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.</p>
33. National Industrial Participation Programme (NIPP)	<p>33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.</p>
34. Prohibition of restrictive practices	<p>34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder(s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).</p> <p>34.2 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 purchase may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.</p> <p>34.3 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</p>

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	provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.
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CERTIFICATION

I, THE UNDERSIGNED (FULL NAME)

.....
CERTIFY THAT I HAVE READ AND UNDERSTOOD THE GENERAL CONDITIONS OF CONTRACT.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

SPECIAL CONDITIONS OF CONTRACT (SCC)

The Special Conditions of Contract (SCC) supplement the General Conditions of Contract (GCC) and the Service Level Agreement (SLA). Where the SCC and GCC are in conflict, the SCC shall prevail.	
SCC 1 — CONTRACT PERIOD AND COMMENCEMENT	<p>1.1 The contract period is thirty-six (36) months from the date of appointment.</p> <p>1.2 The contract may be extended on the basis of performance for a period not exceeding 15% of the original contract value, subject to MFMA Section 116(3) and National Treasury MFMA Circular 62.</p> <p>1.3 Work shall commence within seven (7) days of the signing of the Service Level Agreement.</p>
SCC 2 — KEY DELIVERABLES AND MILESTONE DATES	<ul style="list-style-type: none"> • Inception meeting and project plan confirmation: within 7 days of appointment (Other target dates will be discussed then)
SCC 3 — TEAM COMPOSITION AND CONTINUITY	<p>3.1 The Service Provider shall deploy the team identified in Schedule 1C. No substitution of any team member shall be made without the prior written consent of the Strategic Manager.</p> <p>3.2 Where a team member's services are no longer available, the Service Provider shall within seven (7) days propose a replacement of at least equivalent qualifications and experience, for approval by the Department head and Manager</p>
SCC 5 — INVOICING AND PAYMENT	<p>5.1 Invoices shall be submitted monthly and shall be accompanied by: (a) a progress report, (b) signed skills-transfer logs, and (c) time-sheets per team member.</p> <p>5.2 Valid tax invoices will be paid within thirty (30) days of receipt, subject to Section 65(2)(e) of the MFMA.</p> <p>5.3 Invoices that do not fully comply with SARS requirements and Section 65 of the MFMA will be returned for correction; the 30-day payment period will run from the date of receipt of the corrected invoice.</p>
SCC 6 — INTELLECTUAL PROPERTY AND CONFIDENTIALITY	<p>6.1 All working papers, schedules, reconciliations, adjusted trial balances, CaseWare files, audit files and any other deliverables compiled or developed under this contract shall be and remain the sole property of Phokwane Local Municipality.</p> <p>6.2 The Service Provider shall deliver all working papers and CaseWare files to the Chief Financial Officer at project close-out in an agreed electronic format, together with read-write access.</p> <p>6.3 The Service Provider and each team member shall sign a Confidentiality and Non-Disclosure Agreement (NDA) prior to commencement of work, in a form prescribed by the Municipality.</p> <p>6.4 The Service Provider shall comply with the Protection of Personal Information Act, No. 4 of 2013 (POPIA) and the Promotion of Access to Information Act, No. 2 of 2000 (PAIA) in respect of all municipal information accessed during the course of the work.</p>
SCC 7 — CONFLICT OF INTEREST	<p>7.1 The Service Provider may not be the Municipality's internal auditor, risk advisor or tax consultant for the same financial year in respect of which EPMS are being compiled.</p> <p>7.2 The Service Provider shall not, during the contract term or for twelve (12) months thereafter, accept an engagement with any third party where that engagement could reasonably be perceived to conflict with the interests of Phokwane Local Municipality</p> <p>7.3 Any actual or potential conflict of interest must be disclosed in writing to the Municipal Manager immediately upon becoming aware of it.</p>
SCC 8 — CONSEQUENCE MANAGEMENT	<p>8.1 The Service Provider acknowledges that this contract is subject to the consequence-management provisions of the MFMA (Sections 32 and 62) and the Municipal SCM Regulations.</p> <p>8.2 If the Service Provider fails to meet a milestone set out in SCC 2, the Chief Financial Officer shall issue a written notice of non-performance and require the Service Provider to remedy the non-performance within seven (7) days.</p>

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	8.3 Repeated non-performance or failure to remedy may result in (a) imposition of penalties as per clause 19 of the GCC, (b) termination of the Contract, and/or (c) reporting of the Service Provider to National Treasury for listing on the Database of Restricted Suppliers.
SCC 9 — SKILLS TRANSFER OBLIGATION	9.1 The Service Provider shall designate specific team members to work jointly with municipal officials on each line item. 9.2 A skills-transfer log shall be maintained and signed by the municipal official upon completion of each component. No invoice relating to that component will be processed without the corresponding signed log. 9.3 At least two (2) formal workshops per year shall be conducted: and (a) post-submission lessons-learned workshop.
SCC 11 — CANCELLATION OF CONTRACT	11.1 The Municipality may cancel this contract at any time, with thirty (30) days' written notice, in the event of (a) material breach by the Service Provider, (b) Service Provider becoming insolvent, (c) false information being discovered to have been submitted in the bid, or (d) the Service Provider being listed on National Treasury's Database of Restricted Suppliers. 11.2 The Service Provider may not cancel this contract except on three (3) months' written notice, and only in circumstances where the Municipality is in material breach of its obligations.
SCC 12 — APPLICABLE LEGISLATION	12.1 This Contract is subject to all applicable South African legislation, including but not limited to: <ul style="list-style-type: none"> • Constitution of the Republic of South Africa, 1996 (Section 217 in particular) • Local Government: Municipal Finance Management Act, No. 56 of 2003 (MFMA) and all Regulations thereto • Local Government: Municipal Systems Act, No. 32 of 2000 • Municipal Supply Chain Management Regulations (GN 868 of 2005) • Preferential Procurement Policy Framework Act, No. 5 of 2000 (PPPFA) • Preferential Procurement Regulations, 2022 (GN R. 1770 of 4 November 2022, effective 16 January 2023) • Broad-Based Black Economic Empowerment Act, No. 53 of 2003, as amended • Public Audit Act, No. 25 of 2004 • Prevention and Combating of Corrupt Activities Act, No. 12 of 2004 • Protection of Personal Information Act, No. 4 of 2013 (POPIA) • Promotion of Access to Information Act, No. 2 of 2000 (PAIA) • Competition Act, No. 89 of 1998, as amended • Companies Act, No. 71 of 2008 • Tax Administration Act, No. 28 of 2011 • Compensation for Occupational Injuries and Diseases Act, No. 130 of 1993 (COIDA) • Phokwane Local Municipality Supply Chain Management Policy (latest approved version) • All Standards of Generally Recognised Accounting Practice (GRAP) issued by the Accounting Standards Board (ASB) • All MFMA Circulars and Guidelines issued by National Treasury
SCC 13 — ENTIRE AGREEMENT	13.1 This Tender Document, the Form of Offer and Acceptance, the Pricing Schedule, the MBD Forms, the Schedules, the GCC, the SCC and the Service Level Agreement together constitute the entire agreement between the Municipality and the Service Provider. No variation shall be of any force or effect unless reduced to writing and signed by both parties.

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2.2: RETURNABLE SCHEDULES
2.2.1 PROOF OF CSD REGISTRATION

Attach document to this page

Name of Tender:Date:.....

Signature:Position:

Full Name of signatory:

PLM: Appointment of a service provider to render services and support on the compilation and review of annual financial statements for a period of 36 months.

2.2.2 TAX CLEARANCE CERTIFICATE OR TAX COMPLIANCE STATUS PIN

Attach document to this page

Name of Tender:Date:.....

Signature:Position:

Full Name of signatory:

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2.2.3 PROOF OF CURRENT MUNICIPAL RATES, TAXES AND CHARGES

Attach document to this page

Name of Tender:Date:.....

Signature:Position:

Full Name of signatory:

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**2.2.4 CERTIFIED COPIES OF IDENTITY DOCUMENTS OF MEMBERS/
SHAREHOLDERS / DIRECTORS OF THE COMPANY (ORIGINAL
STAMP NOT OLDER THAN 3 MONTHS)**

Attach document to this page

Name of Tender:Date:.....

Signature:Position:

Full Name of signatory:

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2.2.5 VALID CIPC DOCUMENTS / COPIES OF COMPANY REGISTRATION DOCUMENTS

Attach document to this page

Name of Tender:Date:.....

Signature:Position:

Full Name of signatory:

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2.2.6 BBEE CERTIFICATE – ONLY THE FOLLOWING ORIGINAL BBEE CERTIFICATES AND / OR CERTIFIED COPY OF BBEE CERTIFICATES WILL BE ACCEPTED AND MUST BE ATTACHED. IRBA, SANAS OR SWORN AFFIDAVIT.

Attach document to this page

Name of Tender:Date:

Signature:Position:

Full Name of signatory:

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2.2.7: PROJECT TEAM

CV'S AND QUALIFICATIONS OF THE PROJECT TEAM (IF APPLICABLE)

Attach document to this page

Name of Tender:Date:

Signature: Position:

Full Name of signatory:

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2.2.8: PROJECT EXPERIENCE *(If applicable)*

LIST OF SIMILAR PROJECTS COMPLETED WITH REFERENCE NUMBERS

Attach document to this page

Name of Tender:Date:

Signature:Position:

Full Name of signatory:

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