



TENDER NO: 17/2026

NAMAKWA DISTRICT MUNICIPALITY

**APPOINTMENT OF A PANEL OF LEGAL SERVICE PROVIDERS
FOR A PERIOD OF 36 MONTHS**

.....
NAME OF SERVICE PROVIDER

ADDRESS:

.....

TEL :

FAX :

**Mr. SC Adams
Municipal Manager
Private Bag X20
Van Riebeeck Street
SPRINGBOK, 8240**

**TEL: 027 712 8000
FAX: 027 712 8040**

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NAMAKWA DISTRICT MUNICIPALITY

APPOINTMENT OF A PANEL OF LEGAL SERVICE PROVIDERS

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Private Bag X20
SPRINGBOK
8240

www.namakwa-dm.gov.za
info@namakwa-dm.gov.za
027 712 8000
027 712 8040

Verwysing/Reference 8.1.3.

Navrae/Enquiries Mr. G. Cloete

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APPOINTMENT OF A PANEL OF LEGAL SERVICE PROVIDERS

Tender documents are available during business hours as of, **02 April 2026**, from the Supply Chain office (Mr. C Osborne), Namakwa District Municipality, Van Riebeeck Street, Springbok, or it can be downloaded from the Municipal website www.namakwa-dm.gov.za, or it can be downloaded from **e-tender portal**.

The sealed tenders clearly marked: **TENDER NO: 17/2026: APPOINTMENT OF A PANEL OF LEGAL SERVICE PROVIDERS**, placed in the tender box at the Namakwa District Municipal office, Van Riebeeck Street, Springbok on or before **08 May 2026 at 12:00**.

THE FOLLOWING CONDITIONS WILL APPLY:

- Price(s) quoted must be valid for at least ninety (90) days from the quotation closing date.
- Price(s) quoted must be firm and must be inclusive of VAT.
- **This quotation will be evaluated in terms of the 80/20 preference point system as prescribed in The Preferential Procurement Policy of the Namakwa District Municipality.**
- **The original MBD1, MBD3.3, MBD4, MBD6.1, MBD7.2, MBD8 & MBD 9 forms must be completed and submitted together with your quotation if it is in excess of R 10 000.**
- **The municipality may request the audited annual financial statements of potential service providers to verify information submitted.**
- **A valid tax compliance PIN number on an official document of SARS for the municipality to verify tax compliance must accompany all quotations.**
- **The lowest or only quotation will not necessarily be accepted.**
- **Potential service providers must be registered on the Central Supplier Database.**
- **Potential service providers who were found guilty of fraud or corruption or who willfully neglected reneged on or failed to comply with any government, municipal or other public sector contract during the past five years, will be excluded from this process.**

- Potential service providers (or any of the directors) whose municipal rates and taxes or municipal services charges are in arrears for three months, at the municipality or any other municipality or entity, might be excluded from this process. **Please submit a municipal account (not older than 3 (three) months) as proof of payment with your bid. If the bidder is not responsible for municipal rates, a Sworn Affidavit must be submitted which indicate the reasons why a municipal account cannot be submitted and or a Lease Agreement.**
 - No late, faxed or e-mailed bid s will be accepted.
 - Potential service providers may be subject to security screening.
- NB: No bids will be considered from persons in the service of the state.**

The Municipality reserves the right to cancel or withdraw the request for tenders at anytime without prior notice.

Yours faithfully



02/04/2026

S ADAMS
MUNICIPAL MANAGER

DATE

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NAMAKWA DISTRICT MUNICIPALITY

APPOINTMENT OF A PANEL OF LEGAL SERVICE PROVIDERS

T1.1 TENDER DATA

This table provides generic tender data which shall be used in all procurement conducted in accordance with the provisions of this standard.

Table E.1

Sub Clause	Description
	<p>The tender data are standard conditions of tender as contained in Annex F of SANS 294:2004</p> <p>The standard conditions of tender for procurements make several references to the tender data. The tender data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the standard condition of tender.</p> <p>Each item of data given below is cross-referenced to the sub clause in the standard conditions of tender to which it mainly applies.</p>
F.1.1	The employer is Namakwa District Municipality
F.1.2	<p>The tender documents issued by the employer comprise:</p> <p>TENDER PROCEDURES Part T1: Tender Procedures T1.1 Tender Notice and Invitation to Tender T1.2 Tender Data Part T2: Returnable Documents T2.1 List of Returnable Documents T2.2 Returnable Schedules CONTRACT Part C1: Agreement and Contract Data C1.1 Contract Data Part C2: Pricing data C2.1 Pricing Schedule Part C3: Scope of Works C3.1 Compulsory requirements Annexure A – Criteria for functionality</p>
F 1.4	<p>THE EMPLOYER'S AGENT IS: Name:.....NAMAKWA DISTRICT MUNICIPALITY Address:.....VAN RIEBEECK STREET, PRIVATE BAG X 20, SPRINGBOK,8240 Tel: (027) 712 8000 Fax: (027) 712 8040..... E-mail: chaldono@namakwa-dm.gov.za</p>

F.2.1	<p>Only those service providers who satisfy the following eligibility criteria are eligible to submit tenders:</p> <ul style="list-style-type: none"> • Directors of the service provider must not be in service of the state. • Service provider must not have been found guilty of fraud or corruption during the past 5 years. • Service provider must not have willfully neglected, reneged on or failed to comply with any government contract during the past 5 years. • Must be registered on Central Supplier Database. (When submitting a bid, the service provider must already be registered on CSD) • The bidder's tax related matters must be in order with SARS. • The bidder's municipal bill must be up to date or payment arrangement must be in place with the Local Municipality. • Submission of a valid Letter of Good Standing issued by the Legal Practice Council (for attorneys) or the relevant Bar Council (for advocates), confirming that the legal practitioner is duly registered and in good standing • Certified copy of a valid Fidelity Fund Certificate • Audited financial statements- Attach a copy of your most recent audited financial statements for Risk Assessment.
F.2.13.5	<p>The employer's address for delivery of tenders is:</p> <p>Location of tender box: NAMAKWA DISTRICT MUNICIPALITY.....</p> <p>Physical address: VAN RIEBEECK STREET.....</p> <p>..... SPRINGBOK.....</p> <hr/> <p>Identification details: TENDER NO: 17/2026 - APPOINTMENT OF A PANEL OF LEGAL SERVICE PROVIDERS.</p>
F.2.15	<p>The closing time for submission of quotations is: 12:00 hours on 08 May 2026</p>
F.2.15	<p>Telephonic, telegraphic, telex, facsimile or e-mailed tenders will not be accepted. Electronic signatures will not be accepted on any returnable document; any document signed electronically will be regarded by the employer as non-responsive</p>
F.2.16	<p>The tender validity period is 90 days.</p>
F.2.23	<p>The following certificates are to be provided:</p> <ul style="list-style-type: none"> • A VALID TAX COMPLIANCE PIN NUMBER ON AN OFFICIAL DOCUMENT OF SARS • MUNICIPAL BILL • B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE OR SWORN AFFIDAVIT (TO BE ELIGIBLE FOR PREFERENCE POINTS) • CSD REGISTRATION REPORT • Letter of Good Standing issued by the Legal Practice Council (for attorneys) or the relevant Bar Council (for advocates), confirming that the legal practitioner is duly registered and in good standing • Certified copy of a valid Fidelity Fund Certificate • Audited financial statements- Attach a copy of your most recent audited financial statements for Risk Assessment.

F.3.11.

The Procedure for evaluation of responsive tenders is:
 Methods: ...4..... (Financial offer, Preferences and Quality)

The financial offer will be scored using Formula 2 of table 4 (SANS 294:2004) where the value of W1 is:

- 80 where the financial value inclusive of VAT of one or more responsive quotations equals or is less than R 50 000 000-00.
- Up to 20 evaluation points, based on 20 points used for the following specific goals as listed in the table below as per The Preferential Procurement Policy of the Namakwa District Municipality.

Specific Goals	Point Allocation
Youth	3
Woman	5
Disabled	2
Black	5
Within borders of Namakwa District Municipality	3
Within borders of Northern Cape	2

The minimum number of evaluation points for quality is 75 out of 100 (75%). Only tenderers who score the minimum points will be eligible for further evaluation. The quality criteria and maximum score is as follows:

Criteria	Description	Weight	Page Reference	Total Points Scored
Experience in Municipal Law	Demonstrated municipal advisory and litigation experience	TOTAL 40 POINTS MAX:		
		20 points max for Advisory Services		
		4-Points for representation per client (Municipality)		
		5 points per successful representation per client.		
Relevant Specialist Experience	Similar work was performed for the organs of state	20 points max for Litigation experience		
		4-Points for representation per client (Municipality)		
		5 points per successful representation per client		
		TOTAL OF 30 POINTS MAX:		
		15 points max for Advisory Services		
		3 Points for representation per client (Government departments)		
		5 points for successful representation per client		
		15 points max for Litigation experience		
		3 Points for representation per client (Government Departments)		
		5 points per successful representation per client		

	Personnel Capacity	Composition of personnel with a complete proof of the organogram and CVs of personnel	TOTAL OF 15 POINTS MAX:		
			A team of 1 -2 Legal Practitioners, with minimum support)		
			5 Points Max		
			A team of 3 - 5 Legal Practitioners, together with Administrative Support Services.		
			10 Points Max		
			Minimum of five Legal Practitioners with a Dedicated Support Team		
			15 Points Max		
	Response Time	Availability and turnaround time	TOTAL OF 15 POINTS MAX:		
			1 - 3 points allocated for response times of six (6) days or longer, in accordance with the SLA.		
			4 - 8 points allocated for response times within three (3) to five (5) days, in accordance with the SLA.		
			9 - 15 points allocated for response times within twenty-four (24) to forty-eight (48) hours, in accordance with the SLA.		
	Total				100

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T2: RETURNABLE DOCUMENTS

The following documents are to be completed and returned as they constitute the tender. Whilst many of the returnables are required for the purpose of evaluating the tender, some will form part of the subsequent contract, as they form the basis of the offer. For this reason, it is very important that service providers return all information requested.

T2.1 LIST OF RETURNABLE DOCUMENTS

1. RETURNABLE DOCUMENTS REQUIRED FOR TENDER EVALUATION PURPOSES (Included hereafter for completion)

MBD 1	:	Invitation to bid and terms of conditions of bidding
MBD 3.3	:	Pricing Schedule – Professional Services
MBD 4	:	Declaration of Interest
MBD 6.1	:	Preference points claim form in terms of the preferential procurement policy of Namakwa District Municipality
MBD 7.2	:	Contract form – Rendering of Services
MBD 8	:	Declaration of Bidders past Supply Chain Management Practices
MBD 9	:	Certificate of Independent Bid Determination

T2.2 LIST OF RETURNABLE SCHEDULES

2. RETURNABLE SCHEDULES FOR TENDER EVALUATION PURPOSES (to be attached with submission)

Schedule 1A	:	Tax compliance PIN
Schedule 1B	:	Municipal Bill/ Lease Agreement (copy) (not older than 3 months)
Schedule 1C	:	Supporting annexures for specific goals listed below, as stated in MBD 6.1
Schedule 1D	:	Proof of CSD Registration
Schedule 1E	:	Fidelity Fund Certificate
Schedule 1F	:	Letter of Good Standing
Schedule 1G	:	Audited Financial Statements
Schedule 1H	:	Supporting evidence of company information and relevant experience
Schedule 1I	:	Supporting evidence of the bidder's experience and client base
Schedule 1J	:	Supporting evidence of contactable references
Schedule 1K	:	Supporting evidence of key personnel experience

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APPOINTMENT OF A PANEL OF LEGAL SERVICE PROVIDERS

MBD 1: INVITATION TO BID AND STANDARD AND CONDITIONS OF BIDDING

MBD 1: INVITATION TO BID AND TERM AND CONDITIONS FOR BIDDING



NAMAKWA DISTRICT MUNICIPALITY

**PART A
INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE NAMAKWA DISTRICT MUNICIPALITY					
BID NUMBER:	TENDER NO: 17/2026	CLOSING DATE:	08 MAY 2026	CLOSING TIME:	12H00
DESCRIPTION	APPOINTMENT OF A PANEL OF LEGAL SERVICE PROVIDERS				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).					
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS					
NAMAKWA DISTRICT MUNICIPALITY					
VAN RIEBEECK STREET					
SPRINGBOK					
8240					
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
TAX COMPLIANCE STATUS	TCS PIN:		OR	CSD No:	
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	Finance	CONTACT PERSON	Gareth Cloete
CONTACT PERSON	Chaldon Osborne	TELEPHONE NUMBER	027 712 8000
TELEPHONE NUMBER	0277128000	FACSIMILE NUMBER	
FACSIMILE NUMBER	0277128041	E-MAIL ADDRESS	garyc@namakwa-dm.gov.za
E-MAIL ADDRESS	chaldono@namakwa-dm.gov.za		

PART B TERMS AND CONDITIONS FOR BIDDING

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

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

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

DATE:

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NAMAKWA DISTRICT MUNICIPALITY

APPOINTMENT OF A PANEL OF LEGAL SERVICE PROVIDERS

MBD 4: DECLARATION OF INTEREST



NAMAKWA DISTRICT MUNICIPALITY

MBD 4

DECLARATION OF INTEREST

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

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

3.1 Full Name of bidder or his or her representative:.....

3.2 Identity Number:

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

3.4 Company Registration Number:

3.5 Tax Reference Number:.....

3.6 VAT Registration Number:

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

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

3.8.1 If yes, furnish particulars.

.....

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

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

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

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

3.9.1 If yes, furnish particulars.....
.....
.....

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

3.10.1 If yes, furnish particulars.
.....
.....

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

3.11.1 If yes, furnish particulars
.....
.....

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

3.12.1 If yes, furnish particulars.
.....
.....

3.13 Are any spouse, child or parent of the company's directors trustees, managers, principle shareholders or stakeholders in service of the state?

YES / NO

3.13.1 If yes, furnish particulars.

.....

3.14 Do you or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract.

YES / NO

3.14.1 If yes, furnish particulars:

.....

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

Full Name	Identity Number	State Employee Number

.....
Signature

.....
Date

.....
Capacity

.....
Name of Bidder

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APPOINTMENT OF A PANEL OF LEGAL SERVICE PROVIDERS

**PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL
PROCUREMENT REGULATIONS 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 specific goals.

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

1. GENERAL CONDITIONS

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

- 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 applicable preference point system for this bid is the 80/20 preference point system.

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

- (a) Price
- (b) Youth
- (c) Woman
- (d) Disabled
- (e) Black
- (f) Within borders of Namakwa District Municipality
- (g) Within borders of Northern Cape

1.4

The maximum points for this bid are allocated as follows:

	POINTS
PRICE	80
YOUTH	3
WOMAN	5
DISABLED	2
BLACK	5
WITHIN BORDERS OF NAMAKWA DISTRICT MUNICIPALITY	3
WITHIN BORDERS OF NORTHERN CAPE	2
TOTAL POINTS FOR PRICE, PREFERENCE POINTS	100

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

3.2.1. POINTS AWARDED FOR PRICE

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

$$Ps = 80 \left(1 + \frac{Pt - Pmax}{Pmax} \right) \quad \text{or} \quad Ps = 90 \left(1 + \frac{Pt - Pmax}{Pmax} \right)$$

Where

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

4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for the **Specific Goals** stated in the bid. For the purposes of this bid the bid er 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 bid:
- 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 bid documents, stipulate in the case of—
 - (a) an invitation for bid for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable bid will be used to determine the applicable preference point system; or
 - (b) any other invitation for bid, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable bid will be used to determine the applicable preference point system, then the organ of state must indicate the points allocated **Specific Goals** for both the 90/10 and 80/20 preference point system.

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

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

The specific goals allocated points in terms of this bid	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the bidder)	Number of points claimed (80/20 system) (To be completed by the bidder)
Youth	1	3		
Woman	2	5		
Disabled	2	2		
Black	2	5		
Within borders of Namakwa District Municipality	2	3		
Within borders of Northern Cape	1	2		

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the bid er 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:

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APPOINTMENT OF A PANEL OF LEGAL SERVICE PROVIDERS

MBD 7.2: CONTRACT FORM – RENDERING OF SERVICES



NAMAKWA DISTRICT MUNICIPALITY

MBD 7.2

CONTRACT FORM – RENDERING OF SERVICES

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

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

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

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES	
1
2.
DATE:	

CONTRACT FORM – RENDERING OF SERVICES

PART 2 (TO BE FILLED IN BY THE PURCHASER)

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

DESCRIPTION OF SERVICE	PRICE (ALL APPLICABLE TAXES INCLUDED)	COMPLETION DATE

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

SIGNED ATON.....

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

WITNESSES

1.

2.

DATE

TENDER NO: 17/2026

NAMAKWA DISTRICT MUNICIPALITY

APPOINTMENT OF A PANEL OF LEGAL SERVICE PROVIDERS

**MBD 8: DECLARATION OF BIDDERS PAST SUPPLY CHAIN MANAGEMENT
PRACTICES**



NAMAKWA DISTRICT MUNICIPALITY

MBD 8

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	<p>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?</p> <p>(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).</p> <p>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.</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	<p>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)?</p> <p>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.</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>

4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
Item	Question	Yes	No
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.7.1	If so, furnish particulars:		

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME)
CERTIFY THAT THE INFORMATION FURNISHED ON THIS
DECLARATION FORM 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

TENDER NO: 17/2026

NAMAKWA DISTRICT MUNICIPALITY

APPOINTMENT OF A PANEL OF LEGAL SERVICE PROVIDERS

MBD 9: CERTIFICATE OF INDEPENDENT BID DETERMINATION

MBD 9: CERTIFICATE OF INDEPENDENT BID DETERMINATION



NAMAKWA DISTRICT MUNICIPALITY

MBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Municipal Bidding Document (MBD) must form part of all bids¹ invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
 - a. take all reasonable steps to prevent such abuse;
 - b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
 - c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
- 4 This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Municipality / Municipal Entity)

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

I certify, on behalf of: _____ that:

(Name of Bidder)

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

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

³ Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

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

.....

Signature

.....

Date

.....

Position

.....

Name of Bidder

TENDER NO: 17/2026

NAMAKWA DISTRICT MUNICIPALITY

APPOINTMENT OF A PANEL OF LEGAL SERVICE PROVIDERS

SCHEDULE 1A

TAX COMPLIANCE PIN NUMBER

PLEASE ATTACH HERE

TENDER NO: 17/2026

NAMAKWA DISTRICT MUNICIPALITY

APPOINTMENT OF A PANEL OF LEGAL SERVICE PROVIDERS

SCHEDULE 1B

MUNICIPAL BILL / LEASE AGREEMENT

PLEASE ATTACH HERE

TENDER NO: 17/2026

NAMAKWA DISTRICT MUNICIPALITY

APPOINTMENT OF A PANEL OF LEGAL SERVICE PROVIDERS

SCHEDULE 1C

**SUPPORTING ANNEXURES FOR SPECIFIC GOALS LISTED BELOW AS STATED IN
MBD 6.1**

PLEASE ATTACH HERE

SPECIFIC GOALS	
Youth	
Woman	
Disabled	
Black	
Within borders of Namakwa District Municipality	
Within borders of Northern Cape	

TENDER NO: 17/2026

NAMAKWA DISTRICT MUNICIPALITY

APPOINTMENT OF A PANEL OF LEGAL SERVICE PROVIDERS

SCHEDULE 1D

CSD REGISTRATION

PLEASE ATTACH HERE

TENDER NO: 17/2026

NAMAKWA DISTRICT MUNICIPALITY

APPOINTMENT OF A PANEL OF LEGAL SERVICE PROVIDERS

SCHEDULE 1E

FIDELITY FUND CERTIFICATE

PLEASE ATTACH HERE

TENDER NO: 17/2026

NAMAKWA DISTRICT MUNICIPALITY

APPOINTMENT OF A PANEL OF LEGAL SERVICE PROVIDERS

SCHEDULE 1F

LETTER OF GOOD STANDING

PLEASE ATTACH HERE

TENDER NO: 17/2026

NAMAKWA DISTRICT MUNICIPALITY

APPOINTMENT OF A PANEL OF LEGAL SERVICE PROVIDERS

SCHEDULE 1G

AUDITED FINANCIAL STATEMENTS

PLEASE ATTACH HERE

TENDER NO: 17/2026

NAMAKWA DISTRICT MUNICIPALITY

APPOINTMENT OF A PANEL OF LEGAL SERVICE PROVIDERS

SCHEDULE 1H

SUPPORTING EVIDENCE OF COMPANY INFORMATION AND RELEVANT EXPERIENCE

PLEASE ATTACH HERE

TENDER NO: 17/2026

NAMAKWA DISTRICT MUNICIPALITY

APPOINTMENT OF A PANEL OF LEGAL SERVICE PROVIDERS

SCHEDULE 1I

SUPPORTING EVIDENCE OF BIDDERS' EXPERIENCE CLIENT BASE

PLEASE ATTACH HERE

TENDER NO: 17/2026

NAMAKWA DISTRICT MUNICIPALITY

APPOINTMENT OF A PANEL OF LEGAL SERVICE PROVIDERS

SCHEDULE 1J

SUPPORTING EVIDENCE OF CONTACTABLE REFERENCES

PLEASE ATTACH HERE

TENDER NO: 17/2026

NAMAKWA DISTRICT MUNICIPALITY

APPOINTMENT OF A PANEL OF LEGAL SERVICE PROVIDERS

SCHEDULE 1K

SUPPORTING EVIDENCE OF KEY PERSONNEL EXPERIENCE

PLEASE ATTACH HERE

TENDER NO: 17/2026

NAMAKWA DISTRICT MUNICIPALITY

APPOINTMENT OF A PANEL OF LEGAL SERVICE PROVIDERS

C1.1: FORM OF OFFER AND ACCEPTANCE

1.1 OFFER

The Employer, identified in the Acceptance signature block, has solicited offers to enter into a contract in respect of the following works: **APPOINTMENT OF A PANEL OF LEGAL SERVICE PROVIDERS**

The Service Provider, identified in the Offer signature block below, has examined the documents listed in the Tender Data and 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 authorized, signing this part of this Form of Offer and Acceptance, the Tenderer offers to perform all of the obligations and liabilities of the Contractor under the Contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the Conditions of Contract identified in the Contract Data.

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

.....
.....Rand (*in words*); R(*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 Service Provider before the end of the period of validity stated in the quotation data, whereupon the Service Provider becomes the party named as the Contractor in the Conditions of Contract identified in the Contract Data.

For the Service Provider:

.....
Signature

.....
Name

.....
Capacity

Name and address of organisation:

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

Signature and name of witness:

.....
Signature

.....
Name

Date:

1.2 ACCEPTANCE

By signing this part of Offer and Acceptance, the Employer identified below accepts the offer of the Service Provider. 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 offer of the Service Provider shall form an agreement between the Employer and the Service Provider upon the terms and conditions contained in this Agreement and in the Contract that is subject of this Agreement.

The terms of the contract, are contained in

Part 1	Agreement and Contract Data, <i>(which includes this Agreement)</i>
Part 2	Pricing Data
Part 3	Scope of Work
Part 4	Site Information

and drawings and documents or parts thereof, which may be incorporated by reference into Parts 1 to 4 above.

Deviations from and amendments to the documents listed in the quotation data and any addenda thereto listed in the Service Provider Schedules as well as any changes to the terms of the Offer agreed by the Tenderer and the Employer during this process of offer and acceptance, are contained in the Schedule of Deviations attached to and forming part of this Agreement. No amendments to or deviations from said documents are valid unless contained in this Schedule, which must be duly signed by the authorized representative(s) of both parties.

The Service Provider shall within two weeks after receiving a completed copy of this Agreement, including the Schedule of Deviations (if any), contact the Employer's agent (whose details are given in the Contract Data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the Conditions of Contract identified in the Contract Data at, or just after, the date this Agreement comes into effect. Failure to fulfill any of these obligations in accordance with those terms shall constitute a repudiation of this Agreement.

Notwithstanding anything contained herein, this Agreement come into effect on the date when the Service Provider receives one fully completed original copy of this document, including the Schedule of Deviations (if any). Unless the Service Provider (now Contractor) within five days of the date of such receipt notifies the Employer in writing of any reason why he cannot accept the contents of this Agreement, this Agreement shall constitute a binding contract between the parties,

For the Employer: *Signature*.....

Name Sydney Adams

Capacity Municipal Manager.

Name and address of organization: Namakwa District Municipality

Van Riebeeck Street
Springbok
8240

Signature and name of witness: *Signature*

Name

Date

1.3 SCHEDULE OF DEVIATIONS

The extent of deviations from the quotation documents issued by the employer before the tender closing date is limited to those permitted in terms of the conditions of quotation.

A Service Provider's covering letter shall not be included in the final contract document. Should any matter in such letter, which constitutes a deviation as aforesaid, be the subject of agreements reached during the process of offer and acceptance, the outcome of such agreement shall be recorded here.

Any other matter arising from the process of offer and acceptance either as a confirmation, clarification or change to the quotation documents, and which it is agreed by the parties becomes an obligation of the contract, shall also be recorded here.

Any change or addition to the tender documents arising from the above agreements and recorded here shall also be incorporated into the final draft of the contract.

- 1. Subject
- Details
- 2. Subject
- Details
- 3. Subject
- Details
- 4. Subject
- Details
- 5. Subject
- Details
- 6. Subject
- Details

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

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

For the Service Provider:

Signature(s)

Name(s)

Capacity

.....
(Name and address of organisation)

Name and signature
of witness

Date

For the employer:

Signature(s)

Name(s)

Capacity

.....
(Name and address of organisation)

Name and signature
of witness

Date

TENDER NO: 17/2026

NAMAKWA DISTRICT MUNICIPALITY

APPOINTMENT OF A PANEL OF LEGAL SERVICE PROVIDERS

C1.2 CONTRACT DATA

PART 1: DATA PROVIDED BY THE EMPLOYER

CONDITIONS OF CONTRACT

The General Conditions of Contract shall apply. Copies are available on the National Treasury website at www.treasury.gov.za and are also available from the office of the Employer.

CONTRACT SPECIFIC DATA

The following contract specific data are applicable to this Contract:

Compulsory Data

Ref Clause	DESCRIPTION
Clause 1	The name of the Employer is NAMAKWA DISTRICT MUNICIPALITY
Clause 1	The address of the Employer is: Name: NAMAKWA DISTRICT MUNICIPALITY Address: ... VAN RIEBEECK STREET, SPRINGBOK. Tel: 027 712 8000 Fax: 027 712 8040 Email: chaldono@namakwadm.gov.za
Clause 1	The Project is: APPOINTMENT OF A PANEL OF LEGAL SERVICE PROVIDERS
Clause 3.4 & 4.3.2	The authorized & designated representative of the employer is Gareth Cloete
Clause 3.5	The location of Performance of the project is in Namakwa District Municipal Area
Clause 3.6	The service provider may not release public or media statements or publish material relating to the services or project under any circumstances
Clause 8.2.1	The Contract is concluded when both parties have signed the agreement.
Clause 9.1	Copyright of documents prepared for the project shall be vested with the employer.
Clause 12.1	Interim settlement of disputes to be by mediation/adjudication
Clause 12.2/12.3	Final settlement is by litigation/arbitration
Clause 12.2.1	In the event that the parties fail to agree on a mediator, the mediator is nominated by employer.

PART 2: DATA PROVIDED BY THE SERVICE PROVIDER

Ref Clause	DESCRIPTION
Clause (1)	The name of the Service Provider is
Clause (1)	The address of the Service Provider is: Name: Address: Tel: Fax: E-mail:
Clause 1	The period of performance is:
Clause 5.3	The authorized and designated representative of the service provider is: Name:.....

TENDER NO: 17/2026

NAMAKWA DISTRICT MUNICIPALITY

APPOINTMENT OF A PANEL OF LEGAL SERVICE PROVIDERS

C2.1: PRICING INSTRUCTIONS

1. The activity schedule must be read in conjunction with the conditions of the tender, conditions of contract and scope of works. Detailed descriptions of the activities to be priced are provided in the scope of work.
2. For the purpose of the Activity Schedule, the following words shall have meanings hereby assigned to them:

Unit	:	The unit of measurement for each item of work.
Quantity	:	The number of units of work for each item.
Rate	:	The agreed payment per unit of measurement.
Amount	:	The product of the quantity and the agreed rate for an item.
Sum	:	An agreed lump sum payment amount for an item, the extent of which is described in the Scope of Work, but the quantity of work that is not measured in any units.
3. A rate, sum, percentage fee and/or price as applicable, is to be entered against each item in Activity Schedule. An item against which no price is entered will be considered to be covered by the other prices or rates in the Activity Schedule.
4. The rates, sums, percentage fees, and prices in the Schedule of Activities are to be fully inclusive prices for the work described under the several items. Such prices and rates cover all costs and expenses that may be required in and for the execution of the work described in accordance with the provisions of the Scope of Work, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the Contract Data, as well as overhead charges and profit.
5. While the Employer has every intent to complete the full scope of works, the Employer reserves the right to reduce or increase the scope of works according to the dictates of the budget, or to terminate this contract, with adjustment to the agreed rates, sums, or fees and without payment of any penalty in this regard. The Service Provider shall however be entitled to pro-rata payment for all services carried out in terms of any adjustment to the Scope of Work or, in the case of termination, remuneration and/or reimbursement.

TENDER NO: 17/2026

NAMAKWA DISTRICT MUNICIPALITY

APPOINTMENT OF A PANEL OF LEGAL SERVICE PROVIDERS

C3: SCOPE OF WORK

Namakwa District Municipality invites suitably qualified legal practitioners to be appointed to a panel for the provision of professional legal services for a period of 36 months.

Panel members will be appointed on an as-and-when-required basis.

The appointed panel must provide legal services in the following areas:

1. Public & Administrative Law

- Constitutional and Administrative Law
- Interpretation of municipal legislation
- MFMA (2003), Treasury Regulations, Circulars

2. Labour Law

- Labour disputes
- Representation at SALGBC, CCMA and Labour Court
- Drafting/review of employment contracts

3. Contract & Commercial Law

- Drafting and vetting contracts
- Compliance and risk review

4. Litigation

Representation in:

- Magistrates' Court
- High Court
- Supreme Court of Appeal
- Constitutional Court
- CCMA
- Equality Court
- Statutory tribunals

5. Municipal & Specialist Legislative Support

- Municipal Planning Law
- Municipal Property Rates Act
- SPLUMA
- By-laws (drafting & review)
- Town Planning & Townships legislation
- Building Regulations
- Property transfers & low-cost housing transfers

6. Special Assignments

- Legal interpretation
- Compliance advisory
- Complex transactions
- Project-specific legal support
- Investigations in Financial Misconduct

7. Policy Development

- Drafting and review of Council policies

8. Revenue Enhancement

- Debt collection litigation
- Revenue recovery processes

9. Additional Specialist Areas

- Construction law
- Commercial law
- Evictions (PIE & ESTA)
- Insurance law
- Environmental Management Legislation

10. Specialised Service Categories

11. Eviction Services (PPPFA Section 2(1)(f) Objective Criteria)

Only firms with:

- Proven eviction litigation experience
- Knowledge of municipal housing policy

Services include:

- Court appearances
- Housing reports
- Mediation facilitation
- Community engagement
- High Court proceedings

12. Insurance Law (PPPFA Section 2(1)(f) Objective Criteria)

Only firms with:

- Proven insurance law expertise
- Experience with guarantees and engineering contracts
- Previous municipal insurance advisory experience (advantageous)

13. Code of Conduct & Initiator Services

Mandatory:

- Proven experience investigating Councillor Code of Conduct matters
- Experience as an initiator in disciplinary proceedings
- Detailed Memorandum of Experience

Capability Requirements

Successful bidders must demonstrate:

Research Competence

- Strong legal research capability
- Sound application of legislation and case law

Legal Opinion Drafting

- Ability to draft comprehensive written legal opinions

Mandatory Requirements

Communication & Reporting

Failure to submit the following will result in Disqualification:

Requirement	Description
Fidelity Fund Certificate	Certified copy (if applicable)
Letter of Good Standing	From Legal Practice Council / Bar Council
Company Profile	Including infrastructure, resources & locality
Memorandum of Experience	Required for Code of Conduct category

Service providers will report to:

- Municipal Manager
- Senior Manager Corporate & Community Services / CFO
- Legal Advisor

Only these officials may issue instructions and approve payments

Applicable Standards

The Service Provider shall take cognizance of, and adhere to, all applicable National and International Standards in the execution of his work.

TENDER NO: 17/2026

NAMAKWA DISTRICT MUNICIPALITY

APPOINTMENT OF A PANEL OF LEGAL SERVICE PROVIDERS

PRICING SCHEDULE

MBD 3.3

(Professional Services)

Name of Bidder.....	Bid Number: TENDER NO. 17/2026
Closing Time: 12:00	Closing Date : 08 MAY 2026

PRACTITIONER LEVEL / SERVICE	SLA RESPONSE TIME	UNIT / NOTES	PROPOSED RATE
Senior Partner / Advocate	24–48 hours	High-level legal advice, litigation, arbitration, specialized legal opinion	
	3–5 days	Same services with moderate response time	
	6+ days	Discounted rate for delayed response	
Mid-level Practitioner	24–48 hours	Drafting contracts, routine legal advice, and consultations	
	3–5 days	SLA-adjusted rate	
	6+ days	Discounted rate for delayed response	
Junior Practitioner / Paralegal	24–48 hours	Legal research, document preparation, and administrative support	
	3–5 days	SLA-adjusted rate	
	6+ days	Discounted rate for delayed response	
Drafting of Legal Documents / Contracts	Per document	Includes review, preparation, and edits	
Litigation Services	Per hour/matter	Court preparation, filings, and appearances	
Dispute Resolution / Mediation / Arbitration	Per session / per hour	Specify type of session	
Administrative Support / Paralegal Services	Per hour	Support staff assisting legal work	
Travel / Out-of-Office Expenses	Per km or per trip	Transport, accommodation, and reimbursable costs	
Miscellaneous / Other Services	Specify	Any additional services not listed above	

INSTRUCTION TO POTENTIAL SERVICE PROVIDERS

ALL TENDER CONDITIONS MUST BE STRICTLY ADHERED TO, FAILING WHICH THIS TENDER SUBMISSION WILL BE DECLARED NON-RESPONSIVE

1.1 Any portion of the Tender Document not completed will be interpreted as "not applicable".

1.2 The Namakwa District Municipality reserves the right to accept:

- the whole tender or part of a tender or any item or part of any item or accept more than one tender (in the event of a number of items being offered) and the Namakwa District Municipality is not obliged to accept the lowest or any tender.

1.3 The Namakwa District Municipality will not be held responsible for any expenses incurred by potential service providers in preparing and submitting quotations.

1.4 The Namakwa District Municipality may, after the closing date, request additional information or clarification of tenders in writing.

1.5 The Namakwa District Municipality's representative for the purpose of this quote shall be:

Name: Mr Gareth Cloete

Tel. No: (027) 712 8000

Email : garyc@namakwa-dm.gov.za

2. VALIDITY PERIOD

2.1 Any tender submitted shall remain valid, irrevocable, and open for written acceptance by the Namakwa District Municipality for a period of ninety (90) days from the closing date. By submitting a quotation, the potential service provider undertakes not to withdraw his quote or to amend it during the aforesaid period of ninety (90) days.

3. SPECIAL CONDITIONS OF CONTRACT

THESE SPECIAL CONDITIONS CONTRACT (SCC) SUPPLEMENT MUST BE READ WITH THE CORRESPONDING PROVISIONS OF THE GENERAL CONDITIONS OF CONTRACT (GCC) ISSUED BY NATIONAL TREASURY.

WHENEVER THERE IS A CONFLICT BETWEEN THE SCC AND THE GCC, THE PROVISIONS OF THE SCC SHALL PREVAIL.

3.1 Standards

Failure to comply with the standards and Specification as set out in the tender document shall constitute a material breach and the Namakwa District Municipality reserves the right to cancel the Contract in terms of Clause 23 of the GCC.

3.2 Payment - Clause 16 of GCC

All invoices must be forwarded to the following address:

Namakwa District Municipality, Private Bag X 20, Springbok, 8240.

4. SETTLEMENT OF DISPUTES – CLAUSE 27 OF GCC

4.1 The Namakwa District Municipality and the supplier agree that mediation as referred to in Regulations 49 and 50 of the Local Government: Municipal Finance Management Act, 2003 – Municipal Supply Chain Management Regulations (Notice 868 of 2005):

a) Persons aggrieved by decisions or actions taken by the Namakwa District Municipality in the implementation of its supply chain management system, may lodge within 14 days of the decision or action, a written objection or complaint or query or dispute against the decision or action.

GOVERNMENT PROCUREMENT
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.

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General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:
 - 1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
 - 1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
 - 1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
 - 1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
 - 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
 - 1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
 - 1.7 "Day" means calendar day.
 - 1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.
 - 1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.
 - 1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
 - 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
 - 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable.

Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

1.13 “Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.

1.14 “GCC” means the General Conditions of Contract.

1.15 “Goods” means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the

contract.

1.16 “Imported content” means that portion of the bidding price represented by the cost of 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.

1.17 “Local content” means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.

1.18 “Manufacture” means the production of products in a factory using labor, materials, components and machinery and includes other related value-adding activities.

1.19 “Order” means an official written order issued for the supply of goods or works or the rendering of a service.

1.20 “Project site,” where applicable, means the place indicated in bidding documents.

1.21 “Purchaser” means the organization purchasing the goods.

1.22 “Republic” means the Republic of South Africa.

1.23 “SCC” means the Special Conditions of Contract.

1.24 “Services” means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.

1.25 “Written” or “in writing” means handwritten in ink or any form of electronic or mechanical writing.

- 2. Application**
- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.
- 3. General**
- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The 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.**
- 5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.
- 6. Patent rights**
- 6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.
- 7. Performance security**
- 7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.

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

8. Inspections, tests and analyses

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or 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 supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

9. Packing

9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

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.

10.2 Documents to be submitted by the supplier are specified in SCC.

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 supplier 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

14.1 As 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

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

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

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

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

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified 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 fulfillment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4 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 this contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.
- 21. Delays in the supplier's performance**
- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 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.
- 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.

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 without the application of penalties.

21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without canceling 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.

22. Penalties

22.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.

23. Termination for default

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

- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
- (b) if the Supplier fails to perform any other obligation(s) under the contract; or
- (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.

23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.

23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard

the intended penalty as not objected against and may impose it on the supplier.

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.

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

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

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

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

24. Anti-dumping and countervailing duties and rights

24.1 When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favorable difference shall on demand be paid forthwith by the 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

25. Force Majeure

25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security,

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

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

26. Termination for insolvency

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

27. Settlement of Disputes

27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.

27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.

27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.

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 supplier any monies due the supplier.

28. Limitation of liability

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

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

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

29. Governing language

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

30. Applicable law

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

31. Notices

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

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

32. Taxes and duties

32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.

32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.

32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

33. National Industrial Participation (NIP) Programme

The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.

General Conditions of Contract (revised February 2008)