



# BID DOCUMENT

BID NUMBER: **9/1 – T12/2025/26**

## TENDER FOR THE PANEL OF SPECIALISED LEGAL SERVICE PROVIDERS FOR NONGOMA MUNICIPALITY FOR A PERIOD OF 36 MONTHS.

CLOSING DATE:	<b>26 FEB. 2026</b>	TIME	12H00 PM
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NAME OF TENDERER	
PHYSICAL ADDRESS	
CSD NUMBER	MAAA
TAX COMPLIANCE PIN	
CONTACT PERSON	
CONTACT NUMBER	

ENQUIRIES REGARDING BID PROCEDURES		TECHNICAL ENQUIRIES	
DIRECTORATE FINANCIAL SERVICES SUPPLY CHAIN MANAGEMENT UNIT		OFFICE OF THE MUNICIPAL MANAGER	
MR. M. ZONDI SCM MANAGER		MR. MB. MNGUNI ACTING MUNICIPAL MANAGER	
TEL. NUMBER	035 813 7500	TEL. NUMBER	035 813 7500
TENDER ISSUED BY			
NONGOMA MUNICIPALITY		LOT 103 MAIN STREET NONGOMA	

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		BIDDER	WITNESS	EMPLOYER	WITNESS

## SUMMARY FOR BID OPENING PURPOSES

*[To facilitate the reading out of Bid parameters at the opening of Bids, the Bidder shall complete this form and submit it with his Bid]*

Name of Contractor submitting the Bid: .....

Bid amount (as stated in the Form of Offer): Not Applicable

Alternative Bid offered? Not Applicable

If "Yes" state amount: Not Applicable

Specified Time for Panel: 36 Months.

### Details of contact person:

Name (Print): .....

Telephone No: ..... Fax No: .....

E-mail address: .....

Note: In the event of conflict between the data provided in this summary and that given in the Bid, the latter shall prevail.

Categories	Tick the correct box applied for
Labour & Employment Law	
General Litigation	
Contract & Commercial Law	
Conveyancing & Property Law	
By-law drafting & enforcement	
Legal opinions and advisory services	

**SIGNATURE:** .....  
(of person authorized to sign the Bid)

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## CONDITIONS OF TENDER/ TENDER PROCEDURES

PLEASE NOTE THAT THIS BID IS SUBJECT TO SCM REGULATIONS ISSUED AND SUPPLY CHAIN MANAGEMENT POLICY AND THE GENERAL CONDITIONS OF CONTRACT.

1. Any alteration made by the Service Provider must be initialled.
2. Use of correcting fluid is prohibited
3. Tenders will be opened in public as soon as possible after the closing time of quote.
4. Suppliers/ Bidders must fully complete the attached Municipal Bid Documents (MBD 4 -Declaration of interest form, the MBD 8 - Declaration of Suppliers past performance form and the MBD 9 - Certificate of Independent Bid Determination. Failure to complete these documents may result in your bid being disqualified.
5. Proposals must be in accordance with the specifications, unless otherwise stipulated.
6. The official bid document must be used.
7. Proposals/ tenders must be deposited in TENDER BOX situated at the reception of the main offices as indicated on the invitation to bid. Suppliers/ Bidders should ensure that their proposals are delivered timeously to the correct address. If the proposal is late, it will not be accepted for consideration.
8. Nongoma Municipality is under no obligation to accept the lowest or any bid. Further, the municipality reserves the right not to appoint or to appoint one service provider or more than one service providers.
9. Once the panel/ list of approved service providers has been established, only the successful applicants will be approached for quotations, when services or goods are required, with the exception that the requirement is not advertised again.
10. Approved service providers onto the panel will be captured/ listed sequentially, according to CSD registration numbers (MAAA Numbers). Once a panel has been established, municipality may choose to expand the panel by adding more service providers onto the panel to accommodate new market entrants, by starting a new bid process, with the same terms of reference, functionality and bid requirements as the initial bidding process. Any new entrants will be subjected to the remaining period of the initial panel.
11. The financial standing of Service Providers and their ability to manufacture or to supply goods or render services may be examined before their bids are considered for acceptance.
12. **Registration on National Treasury's Central Supplier Database (CSD) is compulsory.** For more information on how to register go to [www.csd.gov.za](http://www.csd.gov.za) . Failure to submit a CSD supplier registration report **will** result in the disqualification of proposals.
13. Failure on the part of the tenderer to sign/mark this tender form and thus to acknowledge and accept the conditions in writing or to complete the attached forms, questionnaires and specifications in all respects, may invalidate the tender.
14. Tenderers will check the numbers of the pages and satisfy themselves that none are missing or duplicated. No liability will be accepted with regard to claims arising from the fact that pages are missing or duplicated.
15. Tenders should be hand delivered to the address provided on the Invitation to Bid so as to reach the destination no later than the closing date and time.
16. No tenders transmitted by telegram, telex, facsimile, e-mail or similar apparatus will be considered.

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17. A maximum of 10 (ten) bidders per category will be appointed on to the panel of professionals and only the top highest scoring bidders on Technicality / Functionality Evaluation will be included in the panel:

#### **CRITERIA FOR BREAKING DEADLOCK SCORING**

- a. Points scored must be rounded off to the nearest 2 decimal places.
  - b. Functionality criteria will be used to determine the highest scoring bidders and if a maximum of ten (10) bidders have been reached, last bids that have scored equal points on functionality the decision will be done by drawing of lots.
18. Appointment will be made in accordance with NLM's standard conditions of the contract.
19. The appointment will be valid for three (03) years from the date of the appointment.
20. The Bidder(s) shall be deemed to know and understand the content of this document and a submission of a Proposal will indicate the Proposer(s) unconditional acceptance of all the terms and conditions contained in this document.
21. All details provided by the Bidder(s) will be regarded as material representations, on the basis of which the NLM based the evaluation of the proposal. Any misrepresentation will be treated as material and will, result in the disqualification of the specific proposal by NLM and/or termination of the subsequent appointment.
22. Neither the appointed Bidder(s) nor the resulting contract may be ceded or assigned to a third party unless the Bidder(s) state that he/she/it is acting as agent on behalf of another person or entity or such cession or assignment is approved by NLM for justifiable reasons.
23. NLM reserves the right to seek clarification or further information from Bidders and or to the request the submission of required documents within a specified time, and to appoint professionals to advise on aspects of the proposals submitted.
24. NLM reserve the right to make an appointment to more than one bidder, in whole or in part.
25. NLM reserve the right to negotiate a final proposal with any of the Bidder(s).
26. NLM does not bind itself to accept any proposal submitted.
27. NLM may at its discretion withdraw the proposal call process at any stage during the process.
28. The Bidder(s) shall be deemed to have satisfied itself as to all the conditions, procedures and performance and discharge of the obligations required in terms of this document.

I, the undersigned certify that I have read, understand and accept all the bid/ tender conditions as listed above to be used when the bid is evaluated.

**NAME OF REPRESENTATIVE:**

**POSITION/ DESIGNATION:**

**SIGNATURE:**

**DATE:**

**NONGOMA MUNICIPALITY**  
**Bid Number: 9/1 – T12/2025/26**

**Part 1: SPECIFICATIONS**

Appointment of a Panel of External Legal Service Providers for the Provision of Specialized Legal Services to Nongoma Local Municipality for a Period of 36 months.

**SCOPE OF WORK TO BE PERFORMED**

The Office of the Acting Municipal Manager seeks to appoint a panel of external legal service providers to provide specialized legal services on an as-and-when required basis for 3 years.

The services include:

- Labour & Employment Law
- General Litigation
- Contract & Commercial Law
- Conveyancing & Property Law
- By-law drafting & enforcement
- Legal opinions and advisory services

The objective is to strengthen legal compliance, risk management, and institutional governance.

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## Functionality Evaluation Criterion

Only those tenders submitted by tenderers who achieve the minimum score for functionality as stated below will be included in the panel of legal services.

The description of the functionality criterion and the maximum possible score for each is shown in the table below. The score achieved for functionality will be the sum of the scores achieved, in the evaluation process, for the individual criteria.

**Bidders are required to complete page 2** of the document, which will be used to support the functionality scoring criteria. This page is compulsory for evaluation and if not completed will lead to the tender document being non-responsive.

ITEM	WEIGHT
<b>CRITERIA</b>	
1. Company overall Experience	30
2. Experience in local government	40
3. Personnel	30

The minimum qualifying score for functionality is **80** out of a maximum of **100**.

Where the entity tendering is a Joint Venture, Consortium, or reliant upon sub-contractors, the tender must be accompanied by a statement describing exactly what aspects of the work will be undertaken by each party to the tendering entity.

Tenderers shall ensure that all relevant information has been submitted with the tender offer in the prescribed format to ensure optimal scoring of functionality points for each Evaluation Criteria. Failure to provide all information **IN THIS TENDER SUBMISSION** could result in the tenderer not being able to achieve the specified minimum scoring.

A more detailed explanation of the functionality criteria is given below:

The following criteria will be used to calculate points for functionality of Service providers tender offers, and Service providers must ensure that they submit all information and required evidence to be evaluated in terms of functionality on the criteria mentioned in the tables below:

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**CRITERIA 1: Company Experience: Max 30 points:**

The minimum qualifying score for functionality is **80** out of a maximum of **100**.

<b>WHAT IS EVALUATED:</b>	Organizational Experience in providing legal services in the preferred category
<b>EVIDENCE REQUIRED:</b>	Appointment Letter/ Purchase Order and Client's reference letter with a case document in favour your client.
<b>HOW WILL POINTS BE ALLOCATED:</b>	<p>More than Five (5) favorable case orders in providing legal services within the specified category shall be awarded = <b>30 points</b></p> <p>4 to 5 favorable case orders in providing legal services within the specified category shall be awarded = <b>20 points</b></p> <p>2 to 3 favorable case orders in providing legal services within the specified category shall be awarded = <b>10 points</b></p>

**CRITERIA 2: Experience in local government = Max 40 points:**

<b>WHAT IS EVALUATED:</b>	Experience in providing legal services to local government in the preferred category
<b>EVIDENCE REQUIRED:</b>	Appointment Letter/ or Purchase Order and Reference letter from the municipalities confirming the legal support including cases with the dates and contactable references
<b>HOW WILL POINTS BE ALLOCATED</b>	<p>Eight (8) and more appointment letters with corresponding reference letters = 40 points</p> <p>Seven (7) appointment letters with corresponding reference letters = 35 Points</p> <p>Six (6) appointment letters with corresponding reference letters = 30 Points</p> <p>Five (5) appointment letters with corresponding reference letters = 25 Points</p> <p>Four (4) appointment letters with corresponding reference letters = 20 Points</p> <p>Three (3) appointment letters with corresponding reference letters = 15 Points</p> <p>Two (2) appointment letters with corresponding reference letters = 10 Points</p> <p>One (1) appointment letter with corresponding reference letters = 5 Points</p> <p><b>NB:</b> Appointment letters not older than 10 years</p>

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**CRITERIA 3: Personnel = Max 30 points:**

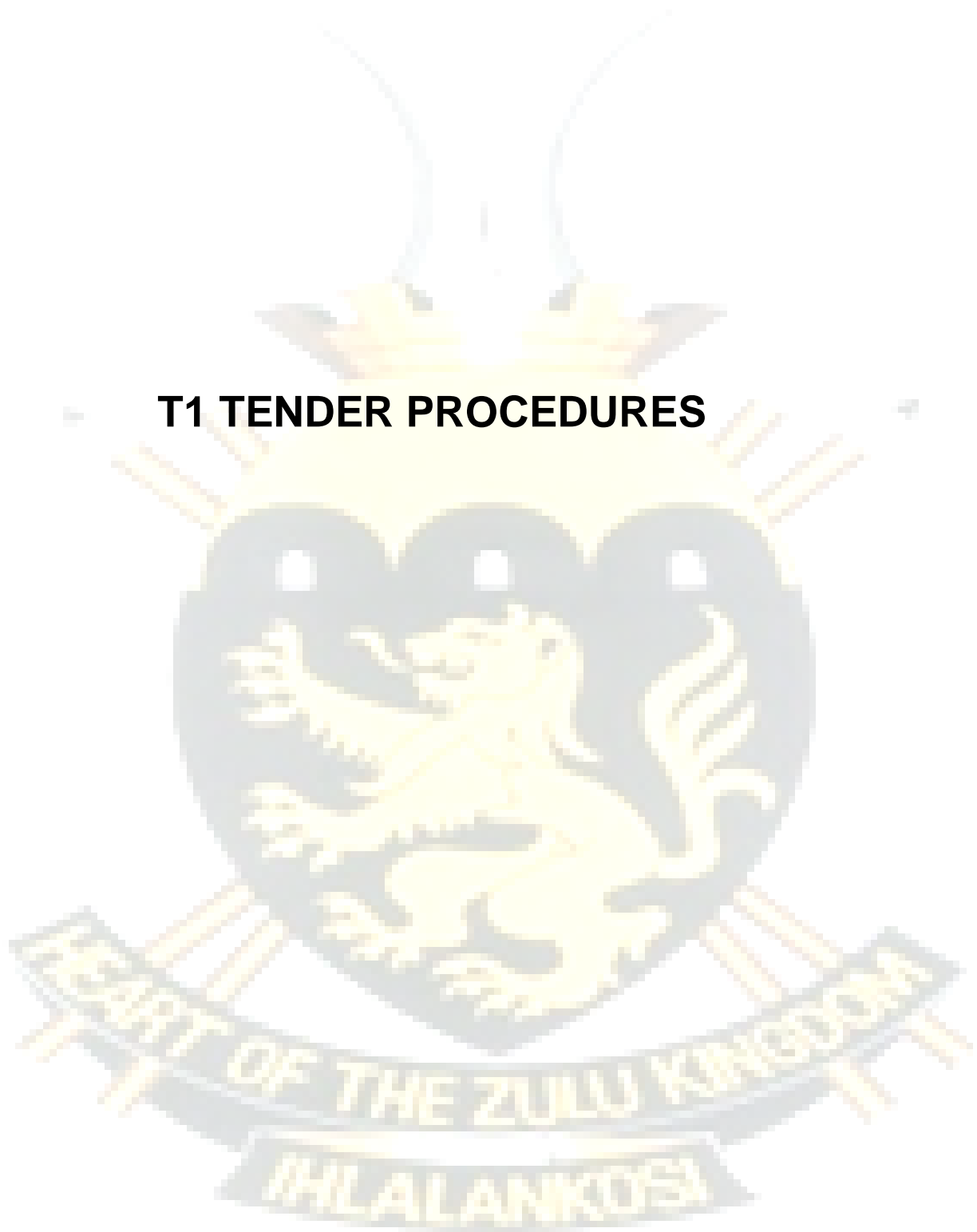
<b>WHAT IS EVALUATED:</b>	<b>Number of admitted Attorneys in the company.</b>
<b>EVIDENCE REQUIRED:</b>	<ol style="list-style-type: none"><li>1. An organogram with names,</li><li>2. Personnel CVs with proof of registration and admission by the Legal Practice Council and</li><li>3. Certified copies of Qualifications in the legal environment</li></ol>
<b>HOW WILL POINTS BE ALLOCATED</b>	<p>Three (3)/ or more admitted attorneys with active registration by the Legal Practice Council = <b>30 points</b></p> <p>Two (2) admitted attorneys with active registration by the Legal Practice Council = <b>20 points</b></p> <p>One (1) admitted attorney with active registration by the Legal Practice Council = <b>10 points</b></p> <p><b>NB:</b> Detailed CVs with certified copy (ies) of qualification(s) with valid registration/ admission by Legal Practice Council and that name must appear in the company organogram</p>

Score quality, rejecting all tender offers that fail to score the minimum number of **80%** of points for quality stated in the tender data. Point system for functionality will be as per the table below:

**NB:** Bidders are required to submit supporting documents to score full point. Only bidders who score a minimum score of 70 points (80%) shall be considered for further evaluation. Bidders who fail to score a minimum score of 80 points shall be disqualified and will not be considered for further evaluation. Further verifications (correspondences) will be conducted should the municipality is not satisfied with the supporting documents provided by the bidder to the references/contact details provided on the supporting document.

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## **T1 TENDER PROCEDURES**



# T1.1 TENDER NOTICE AND INVITATION

## PART A INVITATION TO BID

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF MUNICIPALITY/ MUNICIPAL ENTITY)</b>					
BID NUMBER:	9/1 – T12/2025/26	CLOSING DATE:	26 FEB. 2026	CLOSING TIME	12H00 PM
DESCRIPTION	PANEL OF SPECIALIZED EXTERNAL LEGAL SERVICE PROVIDERS FOR A PERIOD OF 36 MONTHS				
<b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).</b>					

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

Lot 103, Main Street, Nongoma, 3950 and be deposited in the municipality 's **quotation box** located at Municipality's main office no later than **12h00 on Thursday, 26 February 2026**. Incomplete, faxed and late proposal documents will not be considered.

### 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 PIN No.:		CSD No:	
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	
SIGNATURE OF BIDDER	.....	DATE	.....
CAPACITY UNDER WHICH THIS BID IS SIGNED	.....		
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:</b>		<b>TECHNICAL INFORMATION MAY BE DIRECTED TO:</b>	
DEPARTMENT	FINANCE	CONTACT PERSON	MS. HF. MBONAMBI
CONTACT PERSON	MR. MSAWENKOSI ZONDI	TELEPHONE NUMBER	035 831 7500
TELEPHONE NUMBER	035 831 7500	FACSIMILE NUMBER	035 831 3152
FACSIMILE NUMBER	035 831 3152	E-MAIL ADDRESS	halalam@nongoma.gov.za
E-MAIL ADDRESS	scmmanager@nongoma.gov.za		

Appeals/ objections persons/ tenderers aggrieved by tender award decisions taken by Nongoma Local Municipality, may lodge an appeal within 14 days of the date of the intention to award advertisement. Nongoma Local Municipality shall only consider written appeals/objections clearly stating the reasons for appeal directed to: mm@nongoma.gov.za. **NB:** Appeals/ objections received after 14 days of the published intention to award has lapsed will be considered invalid.

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## 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, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.

### 2. TAX COMPLIANCE REQUIREMENTS

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.
- 2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.
- 2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

### 3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

- 3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? ☐ YES ☐ NO
- 3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA? ☐ YES ☐ NO
- 3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? ☐ YES ☐ NO
- 3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? ☐ YES ☐ NO
- 3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? ☐ YES ☐ NO

**IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.**

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

SIGNATURE OF BIDDER: .....

CAPACITY UNDER WHICH THIS BID IS SIGNED: .....

DATE: .....

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**NONGOMA LOCAL MUNICIPALITY  
INVITATION TO BID**

<b>Tender No:</b>	<b>Description:</b>	<b>Closing Date and Time:</b>	<b>Minimum Qualifying Score:</b>
9/1-T12/2025/26	Appointment of the Panel of Specialized Legal Service Providers for a Period of 36 months	26 February 2026, Thursday @12:00 PM	80%

Bid documents can be downloaded freely at the bidder's own cost as from 28 January 2026, Wednesday in the e-tender portal website [www.etenders.gov.za](http://www.etenders.gov.za) / obtainable at a non-refundable tender fee of R400.00 payable in cash only at the cashier's office in Lot 103, Main Street, Nongoma, 3950.

All technical enquires about the bid shall be directed to Nongoma Local Municipality's Legal Manager Legal, Ms. HF. Mbonambi on 035 831 7500 or [halalam@nognoma.gov.za](mailto:halalam@nognoma.gov.za)

Tenders must be enclosed in a sealed envelope, addressed to the Municipal Manager of Nongoma Local Municipality and clearly marked: **Tender No.: 9/1-T12/2025/26 and the description**. Tender document must be deposited into the Tender Box situated at the reception of Nongoma Local Municipality's main offices (Lot 103; Main Street; Nongoma; 3950) on or before 12h00 PM, 26 February 2026, Thursday. Telegraphic, telephonic, telex, emailed, facsimile and late proposal will not be accepted.

The evaluation and adjudication of tenders will be done in line with the Nongoma Local Municipality's approved Supply Chain Policy, bid document will be evaluated using Administrative Compliance, Mandatory requirement and Functionality. Only tenderers meet minimum qualifying score of 80% on functionality as detailed in the tender document shall qualify for inclusion in the panel database.

The municipality will stipulate the specific goals that will be required at the time of the invitation of bid/quotation, in line with the section 2(1) of the Preferential Procurement Policy Framework Act (PPPFA) with its 2022 regulations.

Tenders shall be valid for a period of 120 days. Nongoma Local Municipality does not bind itself to accept the lowest or any tender.

**NB:** No bids will be considered from person in the service of the state (as defined in Regulation 1 of the local government: Municipal Supply Chain Management Regulations)

**Yours Faithfully**

.....  
**Mr. MB. Mnguni**  
**Acting Municipal Manager**

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## T2 RETURNABLE DOCUMENTS

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## T2.1 LIST OF RETURNABLE DOCUMENTS

### 1. RETURNABLE SCHEDULES REQUIRED FOR TENDER EVALUATION PURPOSES

- 1.1. Schedule 1 : Resolution of Board of Directors/ Members/ Proprietor
- 1.2. Schedule 2 : Resolution of Board of Directors to enter into consortia or JV
- 1.3. Schedule 3 : Commitments of tenderer
- 1.4. Schedule 4 : Record of addenda to tender document
- 1.5. Schedule 5 : Compulsory enterprise questionnaire
- 1.6. Schedule 6 : Municipal Service Account

### 2. COMPULSORY MUNICIPAL BID DOCUMENTATION

- 2.1. MBD 1 : Invitation to bid
- 2.2. MBD 3.3 : Pricing Schedule
- 2.3. MBD 4 : Declaration of Interest
- 2.4. MBD 6.1 : Preference Points Claim Form
- 2.5. MBD 8 : Declaration of bidder's pas supply chain management practices
- 2.6. MBD 9 : Certificate of Independent Bid Determination

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## SCHEDULE 1

### RESOLUTION OF BOARD OF DIRECTORS

**Resolution** of a meeting of the Board of Directors/ Members/ Partners of:

		(Enterprise Name)
Held at		
	(place)	
On		
	(date)	

**RESOLVED that:**

1	The enterprise submits a bid/ tender to Nongoma Municipality in respect of the following project: <b>TENDER 9/1 – T12/2025/26: APPOINTMENT OF THE PANEL OF SPECIALIZED LEGAL SERVICE PROVIDERS FOR A PERIOD OF 36 MONTHS</b>		
2	Mr./ Mrs./ Ms.		
	In his/ her capacity as:	(Position in the Enterprise)	
	And who will sign as follows:	(Authorized signature)	
Be, and is hereby authorized to sign the bid/ tender, and any and all other documents and/or correspondence in connection with and relating to the bid/ tender, as to sign any contract, and any and all document, resulting from the of the bid/ tender to the enterprise mentioned above.			

**Directors/ Members/ Partners of:**

	Name	Capacity	Signature
1			
2			
3			

**Note:**

1. Delete which is not applicable
2. **NB.** This resolution must be signed by all the Directors/ Members/ Partners of the Enterprise.

**ENTERPRISE STAMP**

Not Compulsory

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## SCHEDULE 2

### RECORD OF ADDENDA TO TENDER DOCUMENT

I/ we confirm that the following communication received from the Nongoma Municipality before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer: (attached additional pages if more space is require)

	Date	Title Details
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

I/ we confirm that no communications were received from Nongoma Municipality before the submission of this tender offer, amending the tender documents.

NAME OF REPRESENTATIVE	SIGNATURE	DATE

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## SCHEDULE 3

### COMPULSORY ENTERPRISE QUESTIONNAIRE

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

**Section 1: Name of Enterprise**

**Section 2: VAT registration number, if any**

**Section 3: Particulars of sole proprietors and partners in partnerships**

No.	Name	Identity Number	Personal Income Tax Number
3.1			
3.2			
3.3			

\*Complete only if sole proprietor or partnership and attach separate page if more than 3 partners

**Section 4: Particulars of companies and close corporations**

4.1 Company Registration No.

4.2 Close Corporation No.

4.3 Tax Reference No.

**Section 5: Record in the service of the state**

Indicate by marking the relevant boxes with a cross, if any sole proprietor, partner or director, manager, principal shareholder or stakeholder in a company or close corporation is currently or has been within the last 12 months in the service of any of the following:

A member of any municipal council		An employee of any provincial department, national of provincial public entity or constitutional institution within the meaning of the PFMA 1999 (Act 1 of 1999)	
A member of any provincial legislation		A member of an accounting authority of any national or provincial public entity.	
A member of the National Assembly or the National Council of Province		An employee of Parliament of provincial legislature.	
A member of the board of directors of any municipal entity.		An official of any municipality or municipal entity.	

## APPOINTMENT OF THE PANEL OF SPECIALIZED LEGAL SERVICE PROVIDERS FOR A PERIOD OF 36 MONTHS

Bid Number: **9/1 – T12/2025/26**

### RESPONSIVENESS/ COMPLIANCE CHECK CRITERIA

**NB:** Nongoma Municipality may verify any information submitted in terms of this bid and any information that is incorrect may result in that bid being automatically disqualified and not considered for further evaluation.

#### RESPONSIVENESS CRITERIA

No bid will be considered by Nongoma Municipality unless it meets the following responsiveness Criteria (for the bid to be considered responsive, the bid **must** meet the following requirements Amongst others):

#### COMPULSORY RETURNABLE DOCUMENTS:

- The **official Bid document** must be fully completed in indelible black ink. Where the information requested does not apply to the Bidder and the space is left blank, it will be deemed to be incomplete and may result in your bid being disqualified.
- The Bidder must be in **good standing** to do business with the public sector (not listed in the database of tender defaulters)
- Each page of this bid document must either be initiated or signed by the authorized signatory to sign on behalf of the bidder.
- The **Municipal Bid Documents (MBDs) 1, 4, 8, and 9** must be duly completed and signed by the bidder.
- Central Supply Database (CSD) Number
- Valid Tax Clearance Certificate/ Verification PIN,
- ID certificate(s) of all company directors, members and/or shareholders/ Owner,
- Certificate of Authority for Signatory
- Copy of CIPC company registration documents except Sole Traders,
- Valid Company Account Confirmation Letter from the Bank,
- Valid proof of at least one company director's registration with Legal Practice Council as an Attorney.
- Company municipal utility bill on rates with a matching physical/ street address to the one on CSD, proving no arrears for more than 3 months and must not be older than 2 months before closing date, in the case where the company is operating in areas where municipal charges are not applicable, both Proof of Company physical/ street Address (Ward Cllr/ Inkosi) and Affidavit must be submitted or signed lease agreement and municipal utility bill (under landlord's name) on rates where a company is renting.
- Record of addendum (if applicable)

#### OTHER RETURNABLE DOCUMENTS THAT MAYBE SUBMITTED:

- Central Supply Database Report (CSD),
- VAT Registration certificate.

Signature: .....

Date: .....

(Of a person authorized to sign on behalf of the Tenderer)  
(By signing, you are agreeing to all the above-required documents)

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## PRICING TABLE AND ACCEPTANCE

### A. PRICING TABLE

**BID/ TENDER NO:** 9/1 – T12/2025/26

**PROJECT DESCRIPTION:** APPOINTMENT OF THE PANEL OF SPECIALIZED LEGAL SERVICE PROVIDERS FOR A PERIOD OF 36 MONTHS

**MUNICIPAL MANAGER:** NONGOMA LOCAL MUNICIPALITY

Sir,

Having examined the documentation of the above-mentioned services, I/we offer to provide a professional service for the said works in conformity with the aforesaid documentation, for the rate as set out hereunder:

Legal Practitioners	Rate per Hour Year 1	Rate per Hour Year 2	Rate per Hour Year 3
Director	R		
Attorney	R		
Candidate Legal Practitioner	R		

Or such other rate as may be ascertained in accordance with the contract.

I/we are registered VAT vendors and the above price INCLUDES VAT.

I/we acknowledge that the VAT vending status as disclosed on this tender form shall remain constant for all purposes under this contract and no claim for adjustment will be entertained for any such claim.

In the event of there being any errors of extension or addition in the priced schedule of quantities (and/or specification), I/we agree to their being corrected, the rates being taken as correct.

I/we undertake to complete and deliver the whole of the works comprised in the contract within the time stated.

I/we are formally associated by written agreement with the following firms, corporations or companies:

\_\_\_\_\_  
(Enter Nil if no affiliations)

I/we are fully paid up members in good standing of the following organization(s):

\_\_\_\_\_  
(Enter Nil if no affiliations)

My/Our VAT vendor registration number is: \_\_\_\_\_

I/We bank at the \_\_\_\_\_ branch of \_\_\_\_\_ Where I/we have

a \_\_\_\_\_ Account (no. \_\_\_\_\_)

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Bankers contact name \_\_\_\_\_ & Tel no. \_\_\_\_\_

I/we acknowledge that proof of the information entered in this offer required in terms of this document and/or provisional Letter of Acceptance, will be submitted and that the absence of such information or the failure to comply will render this offer unresponsive (invalid).

It is agreed and understood that this tender is valid for 120 days from the date hereof and that it, together with your final letter of acceptance, shall constitute a binding contract between us.

I/We understand that Nongoma Municipality is not bound to accept the lowest or any tender and acknowledge that the Nongoma Municipality may, if in its absolute discretion good and sufficient grounds are brought to its attention in writing within 5 working days from date hereof, decline to consider my/our offer.

Yours faithfully

SIGNATURE: \_\_\_\_\_

ON BEHALF OF: \_\_\_\_\_

POSTAL ADDRESS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

STREET ADDRESS: \_\_\_\_\_  
(A street address where the  
Tenderer can be reliably contacted \_\_\_\_\_  
Must be given for the purpose of  
domicile citandi et executandi) \_\_\_\_\_

DATE: \_\_\_\_\_

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## B. ACCEPTANCE

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

The terms of the contract are contained in

### Part 1 Scope of Work

and the schedules, forms, 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 Bid Data and any addenda thereto listed in the Bid Schedules as well as any changes to the terms of the Offer agreed by the Bidder 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 representatives of both parties.

The Bidder shall deliver the Guarantee in terms of Clause 6.2 of the General Conditions of Contract 2015 within the period stated in the Contract Data, and he shall, immediately 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 other bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the Conditions of Contract identified in the Contract Data, within 14 days of the date on which 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 comes into effect on the date when the Bidder receives one fully completed original copy of this document, including the Schedule of Deviations (if any). Unless the Bidder (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.

**Signature:** .....

**Name:** *(in capitals)* .....

**Capacity:** .....

**Name of Employer** *(organization)* .....

**Address:** .....

.....

**Witness:**

**Signature:** ..... **Name:** .....

**Date:** .....

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## NONGOMA MUNICIPALITY

### APPOINTMENT OF THE PANEL OF SPECIALIZED LEGAL SERVICE PROVIDERS FOR A PERIOD OF 36 MONTHS

Bid Number: 9/1 – T12/2025/26

## GENERAL CONDITIONS OF CONTRACT

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BIDDER

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34. Amendments of contracts

35. Prohibition of restrictive practices

#### 1. Definitions

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

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as transportation and handling charges to the factory in the Republic where the goods covered by the tender will be manufactured.

- 1.17 "Local content" means that portion of the tendering price, which is not included in the imported content provided that local manufacture does take place.
- 1.18 "Manager's Representative" shall mean the Special projects Manager of NONGOMA Municipality.
- 1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 "Municipality" shall mean the Nongoma Municipality.
- 1.20 "Municipal Manager" Or 'Manager" shall mean the Municipal Manager of Nongoma Municipality.
- 1.21 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.22 "Project site," where applicable, means the place indicated in tendering documents.
- 1.23 "Purchaser" means the organization purchasing the goods.
- 1.24 "Republic" means the Republic of South Africa.
- 1.25 "SCC" means the Special Conditions of Contract.
- 1.26 "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.
- 1.27 "Supplier" means the successful tenderer who is awarded the contract to maintain and administer the required and specified service(s) to the State.
- 1.28 "Tenderer" shall mean the person or persons undertaking to supply the respective Services specified herein and shall include the legal personal representative, successors and assigns of the Supplier.
- 1.29 "Tort" means in breach of contract.
- 1.30 "Turnkey" means a procurement process where one service provider assumes total responsibility for all aspects of the project and delivers the full end product / service required by the contract.
- 1.31 "Written" or "in writing" means hand-written in ink or any form of electronic or mechanical writing.

## 2. Application

- 2.1 These general conditions are applicable to all tenders, contracts and orders including tenders for functional and professional services (excluding professional services related to the building and construction industry), sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the tendering documents.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific goods, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

## 3. General

- 3.1 Unless otherwise indicated in the tendering documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a tender. Where applicable a non-refundable fee for documents may be charged.

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- 3.2 Invitations to tender are usually published in locally distributed news media and on the municipality/municipal entity website.

#### **4. Standards**

- 4.1 The goods supplied shall conform to the standards mentioned in the tendering 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.
- 6.2 When a supplier developed documentation / projects for the municipality / municipal entity, the intellectual, copy and patent rights or ownership of such documents or projects will vest in the municipality / municipal entity.

#### **7. Performance security**

- 7.1 Within thirty (30) days of receipt of the notification of contract award, the successful tenderer 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 located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the tendering documents or another form acceptable to the purchaser; or
- (b) a cashier's or certified cheque
- 7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified.

#### **8. Inspections, tests and analyses**

- 8.1 All pre-tendering testing will be for the account of the tenderer.

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- 8.2 If it is a tender condition that goods to be produced or services to be rendered should at any stage be subject to inspections, tests and analyses, the tenderer or contractor's premises shall be open, at all reasonable hours, for inspection by a representative of the purchaser or organization acting on behalf of the purchaser.
- 8.3 If there are no inspection requirements indicated in the tendering documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the goods to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the goods or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such goods or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Goods and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract goods may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected goods/ services shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with goods, which do comply with the requirements of the contract. Failing such removal, the rejected goods shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute goods forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected goods, purchase such goods as may be necessary at the expense of the supplier.
- 8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 22 of GCC.

#### **9. Packing (if applicable)**

- 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, and in any subsequent instructions ordered by the purchaser.

#### **10. Delivery and documents (if applicable)**

- 10.1 Delivery of the goods and arrangements for shipping and clearance obligations, shall be made by the supplier in accordance with the terms specified in the contract.

#### **11. Insurance**

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

#### **12. Transportation**

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

#### **13. Incidental Services (If applicable)**

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- 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any:
- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
  - (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
  - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
  - (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
  - (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.
- 13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

#### 14. Spare parts (if applicable)

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

#### 15. Warranty

- 15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
- 15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise.
- 15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- 15.4 Upon receipt of such notice, the supplier shall, within the period specified and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

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## 16. Payment

- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of a valid invoice or claim by the supplier.
- 16.4 Payment will be made in Rand unless otherwise stipulated.

## 17. Prices

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

## 18. Variation orders

- 18.1 In cases where the estimated value of the envisaged changes in purchase does not vary more than 15% of the total value of the original contract, the contractor may be instructed to deliver the goods or render the services as such. In cases of measurable quantities, the contractor may be approached to reduce the unit price, and such offers may be accepted provided that there is no escalation in price.

## 19. Assignment

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

## 20. Subcontracts (if applicable)

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

## 21. Delays in the supplier's performance

- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the goods are required, or the supplier's services are not readily available.
- 21.4 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 22.2 without the application of penalties.
- 21.5 Upon any delay beyond the delivery period in the case of a goods contract, the purchaser shall, without cancelling the contract, be entitled to purchase goods of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at

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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.

## 24. Antidumping and countervailing duties and rights

24.1 When, after the date of tender, 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 supplier to the purchaser or the purchaser may deduct such amounts from moneys (if any) which may otherwise be due to the supplier in regard to goods or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.

## 25. Force Majeure

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

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

## 26. Termination for insolvency

26.1 The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the

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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.

## **28. Limitation of Liability**

- 28.1 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 28.2 Notwithstanding any reference to mediation and/or court proceedings herein,
- (a) The parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
- (b) The purchaser shall pay the supplier any monies due the supplier for goods delivered and / or services rendered according to the prescripts of the contract.
- 28.3 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;
- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and
- (b) The aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

## **29. Governing language**

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

## **30. Applicable law**

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

## **31. Notices**

- 31.1 Every written acceptance of a tender 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 tender 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**

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- 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 tenderer whose tax matters are not in order. Prior to the award of a tender SARS must have certified that the tax matters of the preferred tenderer are in order.
- 32.4 No contract shall be concluded with any tenderer whose municipal rates and taxes and municipal services charges are in arrears.

### 33. Transfer of contracts

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

### 34. Amendment of contracts

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

### 35. Prohibition of restrictive practices

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

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## DECLARATION 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 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 and/or take an oath declaring his/her interest.

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

3.1 Full Name: .....

3.2 Identity Number: .....

3.3 Company Registration Number: .....

3.4 Tax Reference Number: .....

3.5 VAT Registration Number: .....

3.6 Are you presently in the service of the state\*

NO	YES
----	-----

3.6.1 If so, furnish particulars.

.....

3.7 Have you been in the service of the state for the past twelve months?

**YES / NO**

3.7.1 If so, furnish particulars.

.....

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

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

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.....

3.8 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**

3.8.1 If so, furnish particulars.

.....

.....

3.9 Are you, aware of any relationship (family, friend, other) between a 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**

3.9.1 If so, furnish particulars

.....

.....

3.10 Are any of the company's directors, managers, principal shareholders or stakeholders in service of the state?

**YES / NO**

3.10.1 If so, furnish particulars.

.....

.....

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

**YES / NO**

3.11.1 If so, 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**

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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:

Name of Director	
Related company (CSD No.)	

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

Full Name	Identity Number	State Employee Number

NAME OF REPRESENTATIVE	AUTHORIZED SIGNATURE
DATE	CAPACITY
COMPANY NAME: _____	

## 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><b>The Database of Restricted Suppliers now resides on the National Treasury's website(<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) and can be accessed by clicking on its link at the bottom of the home page.</b></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><b>The Register for Tender Defaulters can be accessed on the National Treasury's website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) by clicking on its link at the bottom of the home page.</b></p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>

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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:		
<b>Item</b>	<b>Question</b>	<b>Yes</b>	<b>No</b>
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.**

<b>NAME OF REPRESENTATIVE</b>		<b>AUTHORIZED SIGNATURE</b>	
<b>DATE</b>		<b>CAPACITY</b>	
<b>NAME OF ENTERPRISE:</b> _____			

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## MBD 9

### CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Municipal Bidding Document (MBD) must form part of all bids<sup>1</sup> 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).<sup>2</sup> 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:

<sup>1</sup> Includes price quotations, advertised competitive bids, limited bids and proposals.

<sup>2</sup> 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.

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## MBD 9

### CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

Bid Number : \_\_\_\_\_

Tender Description : \_\_\_\_\_

(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

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6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>3</sup> 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.
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

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## COMMITMENT OF TENDERER

Kindly provide particulars of commitments, which the tenderer is presently engaged and/ or involved with:

NAME OF ORGANIZATION	NATURE OF WORK	CONTACT PERSON	CONTACT NUMBER	PRICE

AUTHORIZED SIGNATURE: ..... NAME OF REPRESENTATIVE..... DATE: .....

