



Nkomazi
Local Municipality

9 Park Street -
Malalane
Private
Bag X101
Malalane,
1320
Tel: (013) 790 0245
Fax: (013) 790 0886
Customer Care No. (013) 790 0990

www.nkomazi.gov.za

**TENDER FOR THE APPOINTMENT OF A PANEL OF LEGAL SERVICE PROVIDERS
TO RENDER PROFESSIONAL LEGAL SERVICES TO NKOMAZI LOCAL MUNICIPALITY
FOR A PERIOD OF THIRTY-SIX (36) MONTHS**

BID NO: NKO 30/2026

**NKOMAZI LOCAL MUNICIPALITY
PRIVATE BAG x 101
MALELANE
1320**

**The Municipal Manager
Mr. ON Nkosi**

**TEL.: 013 – 790 0245
FAX.: 013 – 790 0886**

VAT Registration No: 4300102938

PLEASE NOTE THAT THIS DOCUMENT MUST ACCOMPANY YOUR PROPOSAL AND RELEVANT DOCUMENTATION

Name of Bidder		
Address		
Contact Numbers		
Telephone No. or Cell phone No.		
Fax No.		
E-mail Address		
Tendered Amount (VAT INC)	▪ CATEGORY A	R
	▪ CATEGORY B	R
	▪ CATEGORY C	R
	▪ CATEGORY D	R
	▪ CATEGORY E	R
	▪ CATEGORY F	R
	▪ CATEGORY G	R

CLOSING DATE: 08/09/2026

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ADVERT FOR TENDER NO: NKO: 30/2026: TENDER FOR THE APPOINTMENT OF A PANEL OF LEGAL SERVICE PROVIDERS TO RENDER PROFESSIONAL LEGAL SERVICES TO NKOMAZI LOCAL MUNICIPALITY FOR A PERIOD OF THIRTY-SIX (36) MONTHS

Nkomazi Local Municipality hereby invites suitably qualified and experienced service providers to submit bids for the provision of Professional Legal Services for Nkomazi Local Municipality for a period of thirty-six (36) months.

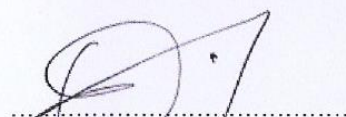
Tender documentation with complete details is available upon the payment of a non-refundable amount of **R1 740.02** for each tender document; alternatively, they can be downloaded for free on the e-Tender portal. Tender document(s) will be available from **5/08/2026** and can be obtained at Nkomazi Local Municipality: Budget and Treasury (Old Malalane Taxi Rank), Impala Street, from the Cashier's Desk from 07h45 to 15H30 (Monday-Friday).

A non-compulsory tenderer briefing session will be held on **12/08/2026 at 10H00** at the Municipal Town Hall, Malelane (Kobwa Hall) at Fish Eagle. All bidders are advised not to commit fraudulent activities or forgery of documentation. All abusers of the SCM system, including the faking of returnable documents maybe reported to SAPS and restricted from doing business with any public institution for a period not exceeding 10 years, in line with sections 28 and 29 of the Prevention and Combating of Corrupt Activities Act 12 of 2024.

A preferential system shall apply whereby this contract will be allocated to a bidder in accordance with the Preferential Procurement Policy Framework Act no. 5 of 2000 and as defined in the bid document, read in conjunction with the Preferential Procurement Regulation 2022, where 80 points will be allocated in respect of price and 20 points in respect of targeted goals. Completed bid documentation must be deposited on/before **12h00 on 08/9/2026** in the Tender Box situated at the main entrance of the municipality (Civic Centre), 9 Park Street, Malalane.

Tenders/Bids must be submitted in a sealed envelope or container on which the tender/bid number and addressee are clearly marked. No bids transmitted by fax or e-mail will be accepted. It must be noted that the municipality is not bound to accept the lowest tender or bid on any other tender. Tender/bid documentation, which is incomplete or filled in incorrectly, not filled in on the official bid documentation, or which is received after the close of the bids, will be ignored. It must also be noted that a tender submitted in the wrong tender box will not be considered.

For Supply Chain enquiries, contact Mr. R Mabuza at 013 790 0386 and for technical enquiries, contact Mr. IM Shongwe at 013 790 02245 between 07H15 – 16H00 on working weekdays.


Mr. ON NKOSI
MUNICIPAL MANAGER

04/08/2026
Date

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❖ **The tender will be evaluated based on the criteria outlined below in conjunction with the information in the table, which focuses on administrative compliance. Bidders who fail to meet or adhere to the conditions and requirements specified in the tender document will be automatically disqualified from the evaluation process.**

- a. All pages must be submitted, and all pages that require completion must be completed in the tender document. Therefore, no page removal is allowed.
- b. Painting over rates/use of correcting fluid is not allowed.
- c. Form of offer not filled (it should be completed in words and numbers). The one completed in words takes precedence.
- d. Bid documents submitted after the closing date and time will not be considered.
- e. Bidders should submit their latest Annual Financial Statements (e.g 2025).
- f. Bidders who are legally required by law should submit their Audited Annual Financial Statements (latest e.g. 2025)
- g. All pages of the tender package document you applying for must be initialled or signed
- h. Certified copies of documentation must not be older than three (3) months to be regarded as valid. Copies of “certified copies” will not be accepted as true copies of original documents.
- i. All declarations and authorisation forms must be duly signed.
- j. Original certified copy of company registration certificate (CK) and all pages certified.
- k. Original certified copies of ID’s all Directors/members/board members.
- l. Copy of the SARS Tax PIN or tax clearance certificate.
- m. Original certified copy of current municipal account for all addresses that appear on the CSD report (not older than 3 months and not in arrears for more than three months) or copy of valid Lease Agreement of the **business**. If the rates and taxes account are not in the names of the company, the attached municipal rates and taxes statement must be submitted together with an original affidavit from the property owner whose names are reflected on the municipal rates and taxes statement to confirm that the business/company operates from their property. If the business is situated in an area in which the respective municipality does not bill, attach the proof of residence issued by the municipality stating that the area in question is not billed.
- n. Original certified copies of current municipal account not older than 3 months and not in arrears for more than three months or copy of valid Lease Agreement for **all directors and/or board members** of the company. If the rates and taxes account are not in the names of the directors/members of the company, the attached municipal rates and taxes statement must be submitted together with an original affidavit from the property owner whose name is reflected on the municipal rates and taxes statement. If the directors and/or board members reside in an area where the respective municipality does not bill, attach the proof of residence issued by the municipality stating that the area in question is not billed.
- o. Signed Letter of Authority on the company letterhead
- p. CSD detailed report (printed after the tender advert and on or before tender closing date)
- q. Joint Venture Agreement (In case of a Joint Venture) must be submitted
- r. Joint Ventures must be registered on CSD as Joint Venture.
- s. Sign all applicable pages.
- t. Complete the bill of quantity in full.
- u. Completion of the bid document using pencil is not allowed

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❖ The below are not disqualifying requirement:

NO	DOCUMENT NAME	RETURNABLE / INCLUDED IN THE BID DOCUMENT (Mark)		
		Included in Bid Doc	Returnable	Required Documents from Supplier
	An Original/certified Tax Clearance or SARS Pin?	No		Yes
	CSD Registration Report (printed after the tender advert and on or before tender closing).	No		Yes
	Certified copy of Company Registration (CK) (If the copy has more than one page, all pages must be certified	No		Yes
	Copy of B-BBEE Certificate (SANAS accredited) or sworn affidavit	No		Yes
	Authority of Signatory; Original if a copy must be certified (must be in the company letterhead)	No		Yes
	Full CSD report not older than 3 months	No		Yes
	Certified copy of proof of payment for Municipal rates and taxes or letter from the municipality indicating that your business is situated in an area where there are no rates billing for all directors, Board members and business. If the rates and taxes account is not in the names of the company, the attached municipal rates and taxes statement must be submitted together with an original affidavit from the property owner whose name/s are reflecting on the municipal rates and taxes statement to confirm that the company operates from their property	No		Yes
	Schedule of Rates (T10) (should be completed in full)	Yes	Yes	
	Appointment letters, Refer to the Technical Evaluation Criteria	No	Yes	
	Reference letters, Refer to the Technical Evaluation Criteria	No		
	Bank Rating letter on a Bank's letter head and should not be older than 3 months	No		Yes
	Comprehensive Methodology on how the tenderer is planning to invest back to the community of	No		Yes

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	Nkomazi Local Municipality, refer to specific goals on MBD 6.1			
	Latest Annual Financial Statements (e.g. 2025).	No		Yes
	Audited Annual Financial Statements (to bidders who are legal required by law) refer to MBD 5	No		Yes

- ❖ “Acceptable bid” means any bid which, in all respects, complies with the conditions of bid and specifications as set out in the bid documents, including conditions as specified in the Preferential Procurement Policy Framework Act (Act 5 of 2000) and related legislation as defined in this bid document, read in conjunction with the Preferential Procurement Regulation, 2022 where 80 points will be allocated in respect of price and 20 points in respect of targeted goals.

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PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NKOMAZI LOCAL MUNICIPALITY)					
BID NUMBER:	NKO: 30/2026	CLOSING DATE:	08/09/2026	CLOSING TIME:	12:00 PM
DESCRIPTION	TENDER FOR THE APPOINTMENT OF A PANEL OF LEGAL SERVICE PROVIDERS TO RENDER PROFESSIONAL LEGAL SERVICES TO NKOMAZI LOCAL MUNICIPALITY FOR A PERIOD OF THIRTY-SIX (36) MONTHS				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).					

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (9 Park Street - Malalane Private Bag X101

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:	
<u>ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?</u>	☐ Yes ☐ No [IF YES ENCLOSE PROOF]		<u>ARE YOU A FOREIGN-BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?</u>	☐ Yes ☐ No [IF YES, ANSWER PART B:3]	
<u>TOTAL NUMBER OF ITEMS OFFERED</u>			<u>TOTAL BID PRICE</u>	R	
<u>SIGNATURE OF BIDDER</u>			<u>DATE</u>		
<u>CAPACITY UNDERWHICH THIS BID IS SIGNED</u>					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:			TECHNICAL INFORMATION MAY BE DIRECTED TO:		
DEPARTMENT	SCM		CONTACT PERSON	Mr. Isaiah Shongwe	
CONTACT PERSON	Richard Mabuza		TELEPHONE NUMBER	(013) 790 0245	
TELEPHONE NUMBER	(013) 790 0386		FACSIMILE NUMBER		
E-MAIL ADDRESS	richard.mabuza@nkomazi.gov.za		Isaiah.shongwe@nkomazi.gov.za		

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PART B

1. BID SUBMISSION:

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR ONLINE**
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.

2. TAX COMPLIANCE REQUIREMENTS

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

3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

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

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

TERMS AND CONDITIONS FOR BIDDING

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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1. BID INSTRUCTIONS

- 1.1 The tender document(s) have been drafted to ensure that essential information is furnished upon the correct completion of the document(s). Where there is insufficient space, or additional particulars are required to be furnished, such must be provided on a separate annexure, clearly indicated.
- 1.2 Tender document(s) may not be retyped or redrafted. Also, no photocopies of the original document(s) may be used.
- 1.3 Tender document(s) may be completed by mechanical devices such as typewriters; alternatively black ink must be used to fill in the document(s), No electronic signatures allowed.
- 1.4 Tenderer must ensure that no pages are missing from the bid document(s), and that the pages of the bid are numbered consecutively. Nkomazi Local Municipality shall not be held liable with regard to claims arising from the fact that pages are missing or duplicated.
- 1.5 Firm tender prices (rates) and delivery periods are preferred, and tenders must clearly state whether prices and delivery periods will remain firm for the duration of the contract or not.
- 1.6 Tenderer must be strictly to specification. In cases where items are not to specification, deviations must be clearly indicated. It must also be noted that supplier/tenderer may quote for other items other than the one indicated on the schedule of quantity on a separate sheet, but it would not form part of items to be evaluated for.
- 1.7 Tender prices must be quoted in South African currency and in the specified units, unless the contrary is clearly indicated.
- 1.8 All the documents herewith form part of the bid and failure to comply with any part thereof may invalidate a bid.
- 1.9 Nkomazi Local Municipality may issue Briefing Notes during the briefing session which may contain amendments or information that may assist bidders in articulating their bids.
- 1.10 Nkomazi Local Municipality require as a condition of the bid that the non-compulsory/optional explanatory meeting be attended by prospective bidders. This requirement will be clearly stated in the tender advertisement as well as in the documentation.
- 1.11 Nkomazi Local Municipality requires the furnishing of a non-refundable bid deposit together with the drawing of bid documentation (if applicable). Where such a non-refundable bid deposit is requested in the bid documentation, for those who purchased the tender document. No tender document will be accepted unless such a deposit (or cash) is submitted in the form of a bank cheque payable to Nkomazi Local Municipality before submission of the bid. Alternatively, the bid documentation can be downloaded for free on e-Tender or Nkomazi Website.
- 1.12 Tenders must be submitted to the addressee before the closing time. Bids submitted after the closing time shall be considered late, and will not be admitted for consideration.
- 1.13 The contractor/Service provider shall not abandon, transfer, assign or sublet a contract or part thereof without prior written consent of the council.
- 1.14 It is an irrefutable condition of this contract that the successful tenderer will have to negotiate and conclude a service level agreement with the council

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1. WORK PACKAGES

Below are the work packages from which tenderers may select the category or categories for which they are suitably qualified and experienced to render professional legal services. Tenderers may apply for more than one work package, provided that they meet the applicable technical evaluation criteria for each selected category. Evaluation of each work package will be conducted independently in accordance with the criteria set out in this tender document. Tenderers are required to clearly indicate the work package(s) for which they are applying by placing a tick (✓) in the last column titled “**Tick the Work Package Applying For**”. The Municipality reserves the right to appoint service providers to one or multiple work packages based on functionality, capacity, experience, and the needs of the Municipality.

CATEGORY	WORK PACKAGE DISCRIPTION	TICK THE WORK PACKAGE APPLYING FOR
A	▪ PUBLIC AND MUNICIPAL LAW (WORK PACKAGE A)	
B	▪ TOWN PLANNING AND ENVIRONMENTAL LAW (WORK PACKAGE B)	
C	▪ CONVEYANCING AND NOTARIAL REGISTRATIONS: GENERAL AND SPECIALIZED (WORK PACKAGE C)	
D	▪ LABOUR LAW (WORK PACKAGE D)	
E	▪ COMMERCIAL LAW (WORK PACKAGE E)	
F	▪ INSURANCE LAW (WORK PACKAGE F)	
G	▪ EVICTION SERVICES (WORK PACKAGE G)	

2. BACKGROUND AND CONTEXT

The Municipality intends to establish a panel of attorneys comprising various sub-panels to render professional legal services in respect of the categories of legal services set out in this tender document. The panel will be utilized on an as-and-when-required basis for a period determined by the Municipality, subject to the terms and conditions of the resulting Service Level Agreements (“SLAs”).

The purpose of the panel is to ensure that the Municipality has access to suitably qualified, experienced and competent legal practitioners with the capacity to provide specialized legal advice, litigation services, dispute resolution, legal drafting, advisory support, and other related legal services required in the execution of the Municipality’s constitutional and statutory obligations.

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Appointments to the panel shall not constitute a guarantee of work, exclusivity, or minimum income to any appointed service provider. The Municipality reserves the right, at its sole discretion, to allocate work amongst panel members based on factors including but not limited to:

- nature and complexity of the matter;
- area of specialization and expertise;
- experience and capacity;
- turnaround times;
- performance and responsiveness;
- geographical considerations where applicable; and
- cost effectiveness and value for money.

Service providers appointed to the panel may be required to render services in the Magistrates' Courts, High Courts, Supreme Court of Appeal, Constitutional Court, specialist tribunals, commissions, arbitration proceedings, disciplinary hearings, mediations, and any other dispute resolution forums as may be necessary.

The Municipality further reserves the right to appoint **one or more to a maximum of seven (7) service providers per category or subcategory** of legal services and may rotate instructions amongst panel members in order to ensure equitable allocation of work, operational efficiency, and access to specialized expertise. All appointed service providers shall be required to enter into formal Service Level Agreements with the Municipality setting out the terms and conditions of appointment, reporting obligations, turnaround times, confidentiality requirements, performance standards, and applicable fee arrangements.

❖ Fees for services rendered shall be charged in accordance with:

- agreed tariffs and fee structures;
- approved quotations;
- applicable court tariffs;
- prescribed or regulated professional fees where applicable; and/or
- any other pricing arrangements approved by the Municipality.

The Municipality shall not be liable for any costs incurred by tenderers in the preparation and submission of tenders, attendance of clarification meetings, presentations, or compliance with tender requirements. Tenderers participate entirely at their own risk and expense.

3. SCOPE OF SERVICES REQUIRED FOR ALL WORK PACKAGES

The Municipality requires the provision of professional legal services across various fields of law. Services are divided into seven (7) broad areas of legal practice, each comprising specific subcategories, competencies, and technical requirements as outlined in the technical evaluation criteria.

❖ The scope of services applicable to all work packages includes, but is not limited to, the following:

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3.1 General Legal Services

- Provision of legal opinions and advisory services;
- Interpretation and application of legislation, regulations, by-laws, policies, and contracts;
- Legal research and preparation of memoranda;
- Drafting, vetting, and review of agreements, policies, notices, pleadings, and other legal documentation;
- Provision of strategic legal support to the Municipality and its departments;
- Attendance at consultations, meetings, hearings, and council-related proceedings;
- Assistance with compliance, governance, and risk management matters;
- Provision of urgent legal assistance where required.

3.2 Litigation and Dispute Resolutions

- Institution and defense of legal proceedings on behalf of the Municipality;
- Representation in Magistrates' Courts, High Courts, Supreme Court of Appeal, Constitutional Court, specialist courts, tribunals, boards, and commissions;
- Handling of motion proceedings, action proceedings, reviews, appeals, and urgent applications;
- Debt recovery and enforcement proceedings;
- Alternative dispute resolution including arbitration, mediation, conciliation, adjudication, and settlement negotiations;
- Preparation of legal pleadings, notices, affidavits, heads of argument, and court bundles;
- Briefing and management of advocates and other legal specialists where required;
- Regular reporting on the status and progress of matters.

3.3 Professional and Operational Requirements

- ❖ Appointed service providers shall:
 - perform services with due skill, care, diligence, and professionalism;
 - comply with all applicable legislation, professional rules, ethical standards, and municipal policies;
 - maintain confidentiality regarding municipal information and matters;
 - avoid conflicts of interest and disclose any actual or potential conflicts immediately;
 - ensure availability and responsiveness within agreed turnaround times;
 - maintain adequate professional indemnity insurance where applicable;
 - provide services through suitably qualified and admitted legal practitioners.

3.4 Allocation of Work

- ❖ The Municipality:
 - does not guarantee any minimum allocation of work;
 - shall allocate work on an as-and-when-required basis;

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- may appoint multiple service providers per category;
- reserves the right to rotate instructions amongst panel members;
- may consider expertise, performance, capacity, locality, and value for money when allocating matters.

3.5 Service level Agreements

- ❖ Successful tenderers shall enter into Service Level Agreements with the Municipality, which may regulate:
 - reporting obligations;
 - turnaround times;
 - performance standards;
 - fee arrangements;
 - communication protocols;
 - confidentiality and record keeping;
 - dispute resolution mechanisms; and
 - termination provisions.

3.6 Fees and Disbursements

- ❖ Fees shall be charged in accordance with:
 - approved municipal tariffs;
 - agreed hourly or fixed rates;
 - quotations approved by the Municipality;
 - applicable court tariffs;
 - prescribed professional tariffs; and/or
 - any other approved fee structure.
- ❖ No disbursements or additional costs shall be recoverable without prior written approval from the Municipality, unless otherwise agreed in writing.

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4. PUBLIC AND MUNICIPAL LAW: WORK PACKAGE “A”

The appointed legal service providers forming part of the municipal legal panel shall, on an as-and-when-required basis, render professional legal services relating to Public Law and Municipal Services in accordance with the Constitution of the Republic of South Africa, the Local Government: Municipal Systems Act, the Local Government: Municipal Finance Management Act (MFMA), Municipal Structures Act, applicable regulations, by-laws, policies, and other relevant legislation governing local government.

The scope of work shall include, but not be limited to, the following:

4.1.1 General Legal Advisory Service

❖ The service provider shall:

- Provide written and verbal legal opinions to the Municipality, Municipal Manager, Executive Management, Council, and relevant departments.
- Interpret legislation, regulations, policies, circulars, and governmental directives affecting local government operations.
- Advise on constitutional and administrative law matters affecting municipal decision-making.
- Provide legal risk assessments and mitigation strategies.
- Assist with legal compliance monitoring and governance matters.
- Provide urgent legal advice when required by the Municipality.
- Attend consultations, meetings, workshops, Council meetings, committee meetings, and disciplinary proceedings where legal input is required.
- Assist in ensuring lawful and procedurally fair administrative action.

4.1.2 Municipal governance and Council Support

❖ The service provider shall:

- Advise on powers, functions, and responsibilities of Council, Executive Committee, Municipal Public Accounts Committee (MPAC), and other committees.
- Provide legal guidance on council resolutions and implementation thereof.
- Review agendas, reports, resolutions, delegations, notices, and minutes for legal compliance.
- Advise on separation of powers between political office bearers and administration.
- Assist with drafting and reviewing delegations of authority frameworks.
- Advise on matters relating to councilor conduct, ethics, disputes, and compliance with the Code of Conduct for Councilors.
- Provide legal support relating to Section 139 interventions and intergovernmental relations matters.

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4.1.3 Administrative Law and Constitutional Matters

- ❖ The service provider shall:
 - Advise on legality and procedural fairness of municipal decisions.
 - Handle reviews and disputes arising from administrative actions.
 - Assist with compliance relating to the Promotion of Administrative Justice Act (PAJA).
 - Advise on constitutional obligations and rights affecting municipal operations.
 - Represent the Municipality in constitutional and administrative litigation matters.
 - Provide legal guidance regarding access to information and privacy legislation.

4.1.4 Legislative Drafting and Review

- ❖ The service provider shall:
 - Draft, review, amend, and update:
 - Municipal by-laws;
 - Policies;
 - Tariff structures;
 - Standard operating procedures;
 - Service level agreements;
 - Memoranda of understanding;
 - Contracts and legal instruments;
 - Delegation frameworks; and
 - Governance-related documentation.
 - Ensure alignment of all legal instruments with applicable legislation and municipal objectives.
 - Assist with promulgation processes for by-laws and related public participation requirements.

4.1.5 Municipal Finance and MFMA Compliance

- ❖ The service provider shall:
 - Provide legal advice relating to compliance with the MFMA and Treasury Regulations.
 - Advise on:
 - Supply chain management matters;
 - Irregular, fruitless and wasteful expenditure;
 - Unauthorized expenditure;
 - Deviations and contract management;
 - Public-private partnerships;
 - Municipal entities and related governance matters.
 - Assist with legal reviews of procurement processes and tender disputes.
 - Support investigations and legal processes relating to financial misconduct.

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4.1.6 Litigation and Dispute Resolution

❖ The service provider shall:

- Institute and defend legal proceedings on behalf of the Municipality.
- Handle litigation in all competent courts and tribunals.
- Manage motion proceedings, action proceedings, appeals, reviews, and urgent applications.
- Provide pre-litigation legal opinions and dispute management advice.
- Draft pleadings, notices, affidavits, opinions, and settlement agreements.
- Attend court proceedings, mediations, arbitrations, and tribunals.
- Brief and manage advocates where necessary and upon instruction by the Municipality.
- Provide regular progress reports on all matters handled.
- Maintain proper case management and legal records.

4.1.7 Regulations Compliance and Investigations

❖ The service provider shall:

- Conduct legal compliance assessments and investigations.
- Assist with forensic and governance investigations where legal expertise is required.
- Advise on anti-corruption, ethics, maladministration, and governance matters.
- Support the Municipality in responding to oversight bodies, including:
 - Auditor-General;
 - Public Protector;
 - National Treasury;
 - Provincial Treasury;
 - COGTA; and
 - Other regulatory authorities.

4.1.8 Training and Capacity Building

❖ The service provider shall:

- Conduct legal training workshops for councilors, management, and municipal officials.
- Provide updates on legislative developments affecting local government.
- Develop legal compliance awareness programmed where required.
- Assist with governance and legal best practice implementation.

4.1.9 Service Delivery and Performance Requirements

❖ The appointed service provider shall:

- Render services within agreed turnaround times.
- Maintain confidentiality of all municipal information and documentation.
- Ensure availability of suitably qualified legal practitioners.

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- Submit detailed invoices and progress reports.
- Comply with all professional and statutory requirements applicable to legal practitioners.
- Perform services in accordance with professional standards and ethical obligations.
- Work collaboratively with the Municipality's internal legal and administrative structures.

4.1.10 Deliverables

- ❖ Deliverables may include, but are not limited to:
 - Written legal opinions;
 - Draft agreements and legal documents;
 - Court documents and pleadings;
 - Compliance reports;
 - Investigation reports;
 - Governance advisory reports;
 - Training materials and presentations;
 - Litigation progress reports;
 - Attendance registers and meeting minutes where applicable.

4.1.11 Applicable Legislation

- ❖ The service provider shall demonstrate knowledge and application of, inter alia:
 - Constitution of the Republic of South Africa;
 - Local Government: Municipal Systems Act;
 - Local Government: Municipal Structures Act;
 - Local Government: Municipal Finance Management Act;
 - Promotion of Administrative Justice Act;
 - Promotion of Access to Information Act;
 - Preferential Procurement Policy Framework Act;
 - Supply Chain Management Regulations;
 - Labour Relations Act;
 - Basic Conditions of Employment Act;
 - Protection of Personal Information Act;
 - National Environmental Management legislation;
 - Spatial Planning and Land Use Management Act;
 - Any other legislation applicable to local government operations.

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5. TOWN PLANNING AND ENVIRONMENTAL LAW: WORK PACKAGE “B”

The appointed legal service provider/s shall, as and when required by the Municipality, render professional legal advisory, litigation, regulatory compliance, drafting, and support services relating to Town Planning, Land Use Management, Environmental Law, Spatial Planning, and related municipal regulatory functions in accordance with the Constitution of the Republic of South Africa, applicable national and provincial legislation, municipal by-laws, policies, and other applicable legal prescripts.

The scope of work shall include, but not be limited to, the following:

5.1 General Legal Advisory Services

5.1.1 The service provider shall provide legal opinions, advice, and guidance on all matters relating to:

- Spatial planning;
- Land use management;
- Environmental governance;
- Development control;
- Municipal planning powers and functions;
- Sustainable development obligations;
- Integrated environmental management;
- Property development compliance;
- Zoning and rezoning matters;
- Township establishment processes;
- Subdivision and consolidation applications;
- Land invasion and unlawful occupation affecting municipal land;
- Building control and land use enforcement;
- Environmental authorizations and compliance obligations.

5.1.2 Advise the Municipality on the interpretation and application of:

- The Constitution of the Republic of South Africa;
- Spatial Planning and Land Use Management Act (SPLUMA);
- Municipal Systems Act;
- Municipal Structures Act;
- National Environmental Management Act (NEMA);
- Environmental Conservation Act;
- National Water Act;
- National Heritage Resources Act;
- National Building Regulations and Building Standards Act;
- Municipal planning by-laws;
- Provincial planning legislation;
- Waste management legislation;

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- Air quality legislation;
- Biodiversity legislation;
- Land use schemes and planning policies;
- Any other related legislation and regulations.

5.1.3 Provide strategic legal support to municipal departments involved in:

- Town planning;
- Human settlements;
- Infrastructure development;
- Environmental management;
- Public works;
- Roads and stormwater;
- Water and sanitation;
- Economic development;
- Property management;
- Building control.

5.2 Town Planning and Land Use Management Services

❖ The service provider shall:

5.2.1 Advise on and assist with:

- Rezoning applications;
- Consent use applications;
- Township establishment applications;
- Removal, amendment, or suspension of restrictive title conditions;
- Subdivision and consolidation matters;
- Land development applications;
- Site development plans;
- Spatial Development Frameworks (SDFs);
- Precinct plans and land use schemes;
- Appeals and review processes;
- Development conditions and compliance.

5.2.2 Draft and review:

- Planning agreements;
- Development agreements;
- Conditions of approval;
- Land use management policies;
- Planning tribunal rules and procedures;
- Municipal planning by-laws;

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- Enforcement notices;
- Compliance notices;
- Administrative decisions and records.

5.2.3 Provide legal support relating to:

- Municipal Planning Tribunals;
- Appeal authorities;
- Public participation processes;
- Objections and representations;
- Administrative justice compliance;
- Decision-making procedures;
- Procedural fairness requirements.

5.2.4 Represent the Municipality in:

- Planning appeals;
- Objection hearings;
- Tribunal proceedings;
- Mediation and dispute resolution proceedings;
- High Court and other litigation relating to planning disputes.

5.3 Environmental Law Services

❖ The service provider shall:

5.3.1 Advise the Municipality on:

- Environmental compliance obligations;
- Environmental impact assessment processes;
- Environmental authorizations;
- Environmental governance and sustainability obligations;
- Pollution control and environmental risk;
- Waste management compliance;
- Biodiversity and conservation matters;
- Air quality management;
- Water use compliance;
- Climate change and environmental adaptation policies.

5.3.2 Assist with:

- Environmental enforcement matters;
- Drafting compliance directives;
- Environmental compliance notices;
- Administrative enforcement procedures;
- Environmental audits and investigations;

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- Legal risk assessments;
- Environmental dispute resolution.

5.3.3 Provide legal guidance regarding:

- Environmental offences;
- Illegal dumping;
- Pollution incidents;
- Hazardous waste management;
- Environmental rehabilitation obligations;
- Contaminated land matters;
- Mining-related environmental impacts affecting municipal functions.

5.3.4 Review and draft:

- Environmental management policies;
- Environmental compliance frameworks;
- Service level agreements;
- Environmental conditions of approval;
- Intergovernmental agreements;
- Environmental monitoring and enforcement procedures.

5.4 Litigation and Dispute Resolution

❖ The service provider shall:

5.4.1 Institute or defend legal proceedings on behalf of the Municipality relating to:

- Land use disputes;
- Planning appeals and reviews;
- Environmental compliance matters;
- Interdicts;
- Illegal land use activities;
- Illegal developments;
- Land invasions;
- Building regulation disputes;
- Environmental damage claims;
- Judicial review applications;
- Administrative law disputes.

5.4.2 Represent the Municipality before:

- Courts of law;
- Municipal Planning Tribunals;
- Appeal tribunals;
- Arbitration and mediation forums;

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- Regulatory authorities;
- Environmental tribunals and forums.

5.4.3 Draft and manage:

- Pleadings;
- Notices;
- Founding and answering affidavits;
- Heads of argument;
- Settlement agreements;
- Consent orders;
- Legal correspondence.

5.4.4 Municipal By-laws, policies and Regulatory Framework

❖ The service provider shall:

5.4.4.1 Draft, review, amend, and update:

- Town planning by-laws;
- Land use management by-laws;
- Environmental management by-laws;
- Building control regulations;
- Outdoor advertising by-laws;
- Waste management by-laws;
- Environmental enforcement policies;
- Compliance and enforcement procedures.

5.4.4.2 Ensure all municipal regulatory instruments are:

- Constitutionally compliant;
- Legally enforceable;
- Aligned with national and provincial legislation;
- Consistent with municipal strategic objectives.

5.4.5 Compliance, Governance and Risk Management

❖ The service provider shall:

5.4.5.1 Assist the Municipality to:

- Identify legal and regulatory risks;
- Improve governance systems;
- Ensure lawful administrative action;
- Maintain statutory compliance;
- Develop internal compliance mechanisms.

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5.4.5.2 Provide legal risk management advice concerning:

- Unlawful land use;
- Environmental liability;
- Planning irregularities;
- Administrative procedural defects;
- Appeals and review risks;
- Enforcement failures.

5.4.5.3 Conduct legal compliance assessments and provide remedial recommendations where necessary.

5.5 Training and Capacity Building

❖ The service provider shall:

5.5.1 Provide training workshops, legal awareness sessions, and capacity-building programmes for:

- Councilors;
- Municipal officials;
- Planning tribunal members;
- Environmental officers;
- Building inspectors;
- Land use enforcement officials.

5.5.2 Training may include:

- SPLUMA compliance;
- Administrative justice;
- Environmental compliance;
- Planning tribunal procedures;
- Land use enforcement;
- Environmental enforcement;
- Recent case law developments.

5.5.3 Reporting and Service Delivery Requirements

❖ The service provider shall:

- Provide written legal opinions within agreed turnaround times.
- Submit regular progress reports on all active matters.
- Maintain proper records and file management systems.
- Attend meetings, tribunal proceedings, Council meetings, committee meetings, and stakeholder engagements as and when required.
- Ensure confidentiality, professionalism, and ethical conduct in all matters handled on behalf of the Municipality.

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5.5.4 Specialized Services

❖ The Municipality may further require the service provider to:

- Provide senior counsel opinions;
- Brief advocates and technical experts;
- Conduct legal due diligence investigations;
- Assist with strategic development projects;
- Advise on public-private partnership developments involving land use and environmental approvals;
- Assist with expropriation and servitude matters;
- Advise on heritage and conservation-related legal matters;
- Assist with regularisation of unlawful land use activities.

5.5.5 Rendered in Accordance with all applicable legislation, including but not limited to:

- Constitution of the Republic of South Africa;
- SPLUMA;
- National Environmental Management Act;
- Municipal Systems Act;
- Municipal Structures Act;
- Promotion of Administrative Justice Act;
- National Building Regulations and Building Standards Act;
- National Water Act;
- Waste Act;
- Air Quality Act;
- Biodiversity Act;
- Provincial planning legislation;
- Municipal by-laws and policies;

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6 CONVEYANCING AND NOTARIAL REGISTRATIONS: GENERAL AND SPECIALIZED: WORK PACKAGE (C)

The appointed service provider/s shall provide comprehensive legal advisory, conveyancing, notarial, compliance, registration, litigation support and property-related legal services in accordance with all applicable legislation, municipal policies, professional standards, and regulatory frameworks governing local government and property transactions in the Republic of South Africa.

6.1 Scope of Service

The successful service providers shall render professional legal services including, but not limited to, the following:

6.2 Property Law Advisory Services

- ❖ The service provider shall:
 - Provide legal opinions and advisory services on all matters relating to immovable property.
 - Advise the Municipality on:
 - acquisition and disposal of immovable property;
 - municipal land management;
 - servitudes and real rights;
 - township establishment;
 - land development applications;
 - land invasions and unlawful occupation;
 - expropriation matters;
 - lease agreements and property-related contracts;
 - zoning and land use management matters;
 - compliance with municipal planning legislation;
 - housing and human settlement property matters;
 - state land administration;
 - public-private partnerships involving municipal land.
 - Interpret and apply legislation regulating immovable property and land administration.
 - Draft legal opinions on property-related disputes and risks.
 - Provide strategic legal guidance on complex and specialized property transactions.
 - Advise on compliance with:
 - Municipal Finance Management Act (MFMA);
 - Municipal Systems Act;
 - Spatial Planning and Land Use Management Act (SPLUMA);
 - Deeds Registries Act;
 - Sectional Titles legislation;
 - Land Use Schemes;
 - Expropriation legislation;

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- Housing legislation;
- State Land Disposal legislation;
- other applicable legislation and regulations.

6.3 Conveyancing Services

❖ The service provider shall provide full conveyancing services including:

- Drafting and registration of:
 - transfers of immovable property;
 - deeds of transfer;
 - subdivisions and consolidations;
 - township registers;
 - sectional title registers;
 - servitudes;
 - certificates of registered title;
 - endorsements and amendments;
 - real rights and restrictive conditions.
- Attending to:
 - opening of township registers;
 - registration of municipal properties;
 - transfer of municipal land;
 - acquisition of private land by the Municipality;
 - transfer of RDP and low-cost housing properties;
 - vesting of public roads and public open spaces;
 - registration of state-owned and municipal-owned properties.
- Liaising with:
 - the Registrar of Deeds;
 - Surveyor-General;
 - conveyancers;
 - town planners;
 - valuers;
 - engineers;
 - developers;
 - traditional authorities;
 - government departments and related stakeholders.
- Conducting:
 - deeds office searches;
 - property due diligence investigations;

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- title deed investigations;
- verification of ownership and encumbrances.
- Advising on:
 - property-related taxes, rates and charges;
 - transfer duty exemptions;
 - VAT implications relating to property transactions.
- Drafting and reviewing conveyancing documentation.
- Rectification of title deed errors and defective registrations.
- Cancellation and registration of mortgage bonds where required.
- Facilitating urgent and specialized property transfers.

6.4 Notarial Services (General and Specialized)

❖ The service provider shall provide professional notarial services including:

- Drafting, execution and registration of:
 - notarial bonds;
 - servitudes;
 - usufructs;
 - long-term leases;
 - restrictive conditions;
 - real rights;
 - rights of way;
 - pipeline and electrical servitudes;
 - notarial tie agreements;
 - cessions and notarial deeds;
 - sectional title-related notarial documents.
- Preparation and authentication of:
 - notarial deeds;
 - affidavits;
 - declarations;
 - certifications;
 - powers of attorney;
 - resolutions and authorities.
- Registration and cancellation of:
 - personal servitudes;
 - praedial servitudes;
 - lease agreements exceeding statutory periods;
 - notarial bonds and securities.

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- Advising the Municipality on:
 - legal implications of notarial registrations;
 - structuring of real rights;
 - registration requirements and compliance.
- Attending to specialized notarial transactions involving:
 - infrastructure projects;
 - energy and utility servitudes;
 - telecommunication infrastructure;
 - water and sanitation infrastructure;
 - road and transport infrastructure;
 - public-private partnership arrangements.
- Ensuring compliance with all requirements of the Deeds Office and related regulatory authorities.

6.5 Property Litigation and Dispute Resolutions

- ❖ The service provider shall:
 - Institute or defend legal proceedings involving:
 - property disputes;
 - land ownership disputes;
 - unlawful occupation and evictions;
 - servitude disputes;
 - lease disputes;
 - expropriation disputes;
 - contractual property disputes.
 - Represent the Municipality in:
 - courts;
 - tribunals;
 - arbitration proceedings;
 - mediation proceedings;
 - land claims-related proceedings where applicable.
 - Draft pleadings, notices, affidavits and litigation documentation.
 - Brief advocates and legal counsel where necessary.
 - Provide litigation strategy and risk assessments.
 - Recover municipal property where unlawfully occupied or encroached upon.

6.6 Lease Management and Property Agreements

- ❖ The service provider shall:
 - Draft, review and negotiate:

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- lease agreements;
- property sale agreements;
- option agreements;
- development agreements;
- servitude agreements;
- land availability agreements;
- memoranda of understanding;
- property management agreements.
- Advise on:
 - commercial leases;
 - residential leases;
 - municipal facility leases;
 - land disposal agreements;
 - public infrastructure agreements.
- Ensure legal enforceability and compliance of all property agreements.
- Assist with lease renewals, cancellations and enforcement.

6.7 Compliance and Regulatory Service

- ❖ The service provider shall:
 - Ensure compliance with all legislation applicable to municipal property transactions.
 - Conduct legal compliance assessments relating to:
 - municipal land administration;
 - conveyancing procedures;
 - notarial registrations;
 - property transfers.
 - Provide risk management and governance advice.
 - Assist with audit queries and investigations relating to municipal properties.
 - Assist the Municipality during investigations by oversight bodies and regulatory institutions.
 - Prepare reports and legal memoranda for Council and Municipal Committees.

6.8 General Professional Services

- ❖ The service provider shall:
 - Attend meetings with municipal officials, Council committees and stakeholders when required.
 - Provide monthly progress reports on all assigned matters.
 - Maintain proper records and document management systems.
 - Ensure confidentiality of municipal information and transactions.
 - Render services within agreed turnaround times.

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- Make available suitably qualified conveyancers, notaries and legal practitioners.
- Ensure availability to handle urgent matters as and when required.
- Transfer skills and provide legal workshops or training to municipal officials where requested.

6.9 Deliverables

- ❖ The appointed service provider shall deliver:
 - Legal opinions and advisory memoranda;
 - Registered conveyancing and notarial documents;
 - Draft agreements and contracts;
 - Litigation documents and court pleadings;
 - Property due diligence reports;
 - Compliance reports;
 - Progress reports;
 - Registration confirmations and deeds office records;
 - Council-ready legal reports and recommendations.

6.10 Applicable Legislation and Regulatory Framework

- ❖ Services must be rendered in compliance with all applicable legislation including, but not limited to:
 - Deeds Registries Act;
 - Municipal Finance Management Act;
 - Municipal Systems Act;
 - Local Government: Municipal Structures Act;
 - Spatial Planning and Land Use Management Act;
 - Sectional Titles Schemes Management Act;
 - Housing Act;
 - Expropriation legislation;
 - Constitution of the Republic of South Africa;
 - Legal Practice Act;
 - Land Survey Act;
 - Notaries Act and related legislation;
 - Prevention of Illegal Eviction from and Unlawful Occupation of Land Act;
 - any other applicable legislation, regulations and municipal policies.

6.11 Professional Requirements

- ❖ The appointed service provider must:
 - Be a legally registered law firm in the Republic of South Africa;
 - Have admitted Conveyancers and/or Notaries duly registered with the relevant professional bodies;

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- Have demonstrable experience in municipal property law and conveyancing;
- Possess adequate capacity and expertise to handle specialized property transactions;
- Maintain good standing with the relevant regulatory and professional bodies;
- Maintain professional indemnity insurance where applicable.
- Furthermore the service provider shall:
 - Perform services with due care, skill and diligence;
 - Adhere to professional ethical standards;
 - Meet agreed turnaround times;
 - Provide prompt legal support in urgent matters;
 - Ensure continuous communication with the Municipality;
 - Avoid conflicts of interest and disclose any potential conflicts immediately.

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7 LABOUR LAW SERVICES LAW: WORK PACKAGE (D)

7.1 Purpose

- The purpose of this Scope of Work is to appoint a panel of suitably qualified and experienced legal service providers to render specialised Labour Law and Employment Law services to the Municipality on an as-and-when-required basis for the duration of the contract period.
- The appointed service providers shall provide professional legal advisory, litigation, dispute resolution, drafting, negotiation, compliance, and representation services in all labour-related matters affecting the Municipality.

7.2 Objectives

- ❖ The objectives of this appointment include, but are not limited to:
 - Ensuring compliance with all applicable labour legislation;
 - Protecting the Municipality against labour-related legal risks;
 - Providing specialized legal support in employment and labour relations matters;
 - Assisting the Municipality in maintaining sound labour relations;
 - Representing the Municipality in labour disputes and litigation;
 - Providing strategic labour law advice and opinions;
 - Assisting with disciplinary and incapacity processes;
 - Supporting collective bargaining and union-related matters;
 - Ensuring lawful implementation of labour policies and employment practices.

7.3 Scope of Service

- ❖ The appointed legal service providers shall, when requested by the Municipality, render the following services:

7.4 General Labour Law Advisory Services

- ❖ The service provider shall:
 - Provide legal advice on all labour and employment-related matters;
 - Interpret and advise on labour legislation and collective agreements;
 - Provide written and verbal legal opinions;
 - Advise on employer-employee relations and labour relations strategies;
 - Provide legal guidance on human resources practices and procedures;
 - Advise on organizational restructuring, restructuring implications, and workforce rationalization;
 - Advise on legal implications relating to appointments, promotions, transfers, acting appointments, and terminations;
 - Provide advice on conflict management and labour disputes;
 - Advise on occupational health and safety obligations where labour implications arise;
 - Advise on employee misconduct, poor performance, absenteeism, desertion, and incapacity matters.

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7.5 Disciplinary and Misconduct Matters

❖ The service provider shall:

- Draft disciplinary notices and charges;
- Advise on disciplinary procedures and processes;
- Chair disciplinary hearings where required;
- Lead evidence during disciplinary proceedings;
- Assist with investigations into misconduct;
- Draft investigation reports and legal recommendations;
- Provide legal support during disciplinary inquiries;
- Assist with precautionary suspensions and related processes;
- Advise on sanctions and procedural fairness;
- Draft outcome reports and disciplinary findings;
- Assist with appeals arising from disciplinary proceedings.

7.6 Incapacity, Ill-Health and Poor Performance Matters

❖ The service provider shall:

- Advise on incapacity procedures;
- Assist with poor work performance processes;
- Provide legal support on ill-health and injury-on-duty matters;
- Draft incapacity notices and recommendations;
- Chair incapacity inquiries where required;
- Advise on reasonable accommodation obligations;
- Assist with medical boarding and related employment implications.

7.7 Retrenchment and Restructuring

❖ The service provider shall:

- Advise on retrenchment procedures in terms of applicable legislation;
- Facilitate consultations with organised labour and affected employees;
- Draft notices in terms of section 189 and 189A processes where applicable;
- Assist with organisational restructuring processes;
- Provide legal support during consultations and negotiations;
- Draft agreements and restructuring-related documentation;
- Advise on severance pay and termination obligations.

7.8 Collective Bargaining and Union Matters

❖ The service provider shall:

- Advise on collective bargaining matters;
- Assist in negotiations with labour unions and employee representatives;

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- Interpret collective agreements and bargaining council resolutions;
- Provide legal support during wage negotiations;
- Advise on organizational rights disputes;
- Assist with strike management and strike-related litigation;
- Advise on picketing rules and industrial action;
- Provide support during labour unrest situations.

7.9 CCMA, Bargaining Council and Labour Court Matters

- ❖ The service provider shall:
 - Represent the Municipality at the Commission for Conciliation, Mediation and Arbitration (CCMA);
 - Represent the Municipality at bargaining councils;
 - Represent the Municipality in the Labour Court and Labour Appeal Court;
 - Draft and file all necessary pleadings, affidavits, notices, and applications;
 - Prepare witnesses and bundles for hearings;
 - Conduct arbitrations, conciliations, and mediations;
 - Attend pre-trial conferences and settlement negotiations;
 - Handle urgent applications and interdicts;
 - Manage review applications and appeals;
 - Advise on settlement agreements and litigation risks.

7.10 Employment Contract and Polity Drafting

- ❖ The service provider shall:
 - Draft, review, and amend employment contracts;
 - Draft executive employment agreements;
 - Draft restraint of trade and confidentiality agreements;
 - Draft and review human resource policies and procedures;
 - Ensure alignment of policies with labour legislation;
 - Draft codes of conduct and disciplinary codes;
 - Draft grievance procedures and workplace rules;
 - Assist with policy implementation and legal compliance reviews.

7.11 Statutory Compliance

- ❖ The service provider shall:
- ❖ Advise on compliance with all applicable labour legislation, including but not limited to:
 - Labour Relations Act;
 - Basic Conditions of Employment Act;
 - Employment Equity Act;
 - Occupational Health and Safety Act;
 - Compensation for Occupational Injuries and Diseases Act;

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- Skills Development Act;
- Municipal Systems Act;
- Municipal Structures Act;
- Public Service and municipal employment-related legislation where applicable.
- Conduct labour law compliance assessments and audits;
- Identify labour-related legal risks and provide mitigation measures;
- Assist with employment equity and workplace compliance matters.

7.12 Training and Capacity Building

- ❖ The service provider shall:
 - Conduct labour law training workshops;
 - Provide training for management, councillors, HR officials, and labour relations practitioners;
 - Conduct disciplinary hearing training;
 - Conduct workshops on recent labour law developments and case law;
 - Provide guidance notes and legal updates where necessary.

7.13 Investigations and Forensic Labour Matters

- ❖ The service provider shall:
 - Conduct workplace investigations;
 - Investigate allegations of misconduct, fraud, corruption, harassment, discrimination, victimisation, and unfair labour practices;
 - Compile investigation reports;
 - Provide legal recommendations arising from investigations;
 - Assist in implementing corrective measures.

7.15 Dispute Resolutions and Settlements

- ❖ The service provider shall:
 - Facilitate labour dispute resolution;
 - Conduct negotiations and mediation processes;
 - Draft settlement agreements;
 - Advise on alternative dispute resolution mechanisms;
 - Assist in resolving internal workplace disputes.

7.16 Deliverables

- ❖ The appointed service providers shall provide, where applicable:
 - Written legal opinions;
 - Court pleadings and legal documents;

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- Disciplinary hearing outcomes and reports;
- Investigation reports;
- Legal compliance reports;
- Draft policies and contracts;
- Litigation progress reports;
- Monthly or matter-specific status reports;
- Training material and attendance registers.

7.17 Response Times

- ❖ The service provider shall:
 - Respond to urgent matters within twenty-four (24) hours;
 - Attend consultations and hearings within timelines stipulated by the Municipality;
 - Provide progress updates as requested;
 - Ensure availability during emergencies, strikes, urgent litigation, and critical labour disputes.

7.18 Reporting Requirements

- ❖ The service provider shall:
 - Report directly to the Municipal Manager or delegated official;
 - Maintain confidentiality of all municipal information;
 - Submit regular progress reports on all assigned matters;
 - Keep proper records and file management systems.

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8 COMMERCIAL LAW: WORK PACKAGE (E)

- ❖ The Municipality intends to appoint a panel of suitably qualified and experienced legal service providers to render **professional commercial law services** on an as-and-when-required basis for a period determined by the Municipality. The appointed panel attorneys/firms shall provide specialised legal advice, drafting, negotiation, litigation support, and transactional services relating to commercial and contractual matters affecting the Municipality.

The service providers shall ensure that all commercial transactions, agreements, and advisory services comply with all applicable legislation governing local government, municipal finance, public procurement, governance, and administrative justice within the Republic of South Africa.

8.1 Objectives

- ❖ The objectives of this appointment are to:
 - Provide specialized commercial legal services to the Municipality;
 - Protect the Municipality's legal and commercial interests in contractual and transactional matters;
 - Ensure legal compliance in commercial transactions and procurement processes;
 - Minimize legal and financial risks associated with municipal commercial activities;
 - Assist the Municipality with lawful, transparent, fair, equitable, and cost-effective contracting processes;
 - Provide legal support in strategic infrastructure, investment, and revenue-generating projects;
 - Enhance contract management and dispute resolution mechanisms;
 - Support the Municipality in negotiations with service providers, investors, contractors, financiers, and strategic partners.

8.2 Scope of Services

- ❖ The appointed legal service providers may be required to render services including, but not limited to, the following:

8.3 Commercial Contract Drafting and Reviews

- ❖ The service provider shall:
 - Draft, review, vet, amend, interpret, and negotiate commercial agreements and related legal documentation;
 - Ensure that municipal contracts comply with:
 - The Constitution of the Republic of South Africa;
 - Local Government: Municipal Finance Management Act (MFMA);
 - Municipal Systems Act;
 - Municipal Structures Act;
 - Preferential Procurement Policy Framework Act (PPPFA);
 - Public Procurement legislation and regulations;

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- Treasury Regulations;
- Supply Chain Management Regulations;
- Protection of Personal Information Act (POPIA);
- Competition Act;
- Consumer Protection Act where applicable;
- Companies Act;
- Any other relevant legislation.
- ❖ Contracts may include, but are not limited to:
 - Service Level Agreements (SLAs);
 - Memoranda of Understanding (MOUs);
 - Memoranda of Agreement (MOAs);
 - Joint venture agreements;
 - Public-private partnership agreements;
 - Outsourcing agreements;
 - Procurement contracts;
 - Framework agreements;
 - Lease agreements;
 - Licensing agreements;
 - Software and ICT agreements;
 - Maintenance agreements;
 - Consultancy agreements;
 - Infrastructure development agreements;
 - Revenue collection agreements;
 - Sponsorship and advertising agreements;
 - Supply and delivery agreements;
 - Construction and engineering contracts;
 - Operation and maintenance agreements;
 - Asset management agreements;
 - Funding and financing agreements;
 - Confidentiality and non-disclosure agreements;
 - Settlement agreements;
 - Performance guarantee and suretyship documentation.

8.4 Legal Opinions and Advisory Services

- ❖ **The service provider shall:**
 - Provide written and verbal legal opinions on commercial law matters;
 - Advise on contractual interpretation and enforceability;

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- Advise on legal risks associated with proposed transactions;
- Provide guidance on commercial implications of municipal decisions;
- Advise on governance and compliance matters;
- Provide opinions on procurement-related contractual disputes;
- Advise on remedies for breach of contract;
- Assist with contract termination and cancellation processes;
- Advise on penalties, damages, guarantees, indemnities, and limitation of liability clauses;
- Provide strategic legal advisory services on commercial projects and investments.

8.5 Procurement and Supply Chain Commercial Support

- ❖ The appointed service provider may be required to:
 - Provide legal support relating to procurement processes and commercial arrangements;
 - Review bid specifications, terms of reference, and contractual conditions;
 - Advise on contract award risks and legal implications;
 - Assist in negotiations with bidders and service providers;
 - Advise on deviations, variations, contract extensions, and amendments;
 - Provide legal guidance regarding unsolicited bids and strategic procurement;
 - Assist in drafting and reviewing tender conditions and contractual frameworks;
 - Advise on supplier disputes and contractual non-performance;
 - Assist with procurement dispute resolution and appeals.

8.6 Public-Private Partnership (PPP) and Strategic Transactions

- ❖ The service provider shall:
 - Advise on PPPs and large-scale strategic commercial projects;
 - Draft and negotiate PPP agreements and related documentation;
 - Assist with feasibility, compliance, and due diligence processes;
 - Advise on risk allocation mechanisms;
 - Support infrastructure investment projects and concession agreements;
 - Assist in negotiations with investors, financiers, and private entities;
 - Ensure compliance with National Treasury PPP requirements and applicable legislation.

8.7 Commercial Litigation and Dispute Resolution

- ❖ The appointed service provider may be required to:
 - Institute or defend commercial litigation on behalf of the Municipality;
 - Handle contractual disputes, claims, and recovery proceedings;
 - Represent the Municipality in:
 - Courts;

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- Arbitration proceedings;
- Mediation;
- Adjudication;
- Tribunals;
- Regulatory bodies.
- ❖ This includes matters involving:
 - Breach of contract;
 - Damages claims;
 - Professional negligence;
 - Commercial fraud;
 - Recovery of monies;
 - Enforcement of guarantees and securities;
 - Construction and engineering disputes;
 - Procurement-related disputes;
 - Supplier performance disputes.
- ❖ The service provider shall also:
 - Draft pleadings, notices, affidavits, opinions, and settlement agreements;
 - Brief counsel where necessary;
 - Attend consultations and court proceedings;
 - Provide litigation strategies and progress reports.

8.8 Contract Management and Compliance

- ❖ The service provider shall:
 - Assist the Municipality with contract administration and compliance monitoring;
 - Advise on contract implementation risks;
 - Review contractor obligations and performance requirements;
 - Assist in enforcing contractual rights and remedies;
 - Provide support regarding penalties, breach notices, and terminations;
 - Develop standard contract templates and legal compliance mechanisms;
 - Assist with governance frameworks relating to commercial contracts.

8.9 Due Diligence Investigations

- ❖ The service provider may be required to:
 - Conduct legal due diligence investigations relating to commercial transactions;
 - Review corporate structures, ownership, and legal standing of entities;
 - Assess contractual, regulatory, and litigation risks;
 - Investigate compliance with statutory requirements;
 - Prepare due diligence reports and risk assessments.

8.10 Training and Capacity Building

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- ❖ The service provider may be required to:
 - Conduct workshops and training sessions for municipal officials;
 - Provide training on:
 - Commercial contract management;
 - Legal compliance;
 - Procurement risks;
 - Contract administration;
 - Governance and ethics;
 - Dispute management.

8.11 Deliverables

- ❖ The appointed service providers shall deliver, where applicable:
 - Written legal opinions;
 - Draft and final agreements;
 - Litigation documents;
 - Due diligence reports;
 - Compliance assessments;
 - Risk analysis reports;
 - Progress reports;
 - Attendance at meetings and negotiations;
 - Training material and presentations;
 - Settlement agreements;
 - Legal correspondence and advisory memoranda.

8.12 Service Level Requirements

- ❖ The appointed service providers shall:
 - Render services on an as-and-when-required basis;
 - Respond to instructions within timelines determined by the Municipality;
 - Attend urgent consultations and meetings where necessary;
 - Maintain strict confidentiality;
 - Avoid conflicts of interest;
 - Provide regular progress reports on assigned matters;
 - Ensure that senior suitably qualified legal practitioners handle municipal matters;
 - Comply with all applicable professional and ethical standards;
 - Maintain valid Fidelity Fund Certificates and Legal Practice Council compliance.
 - The successful bidder may be requested to submit a draft SLA

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8.13 Reporting and Communication

- ❖ The appointed service provider shall:
 - Report to the Municipal Manager or delegated official;
 - Submit written reports and opinions within agreed timelines;
 - Keep the Municipality informed of material developments;
 - Maintain proper record keeping and document management.

8.14 Performance Standards

- ❖ The Municipality shall assess service providers based on:
 - Quality and accuracy of legal advice;
 - Turnaround times;
 - Success in dispute resolution and litigation matters;
 - Availability and responsiveness;
 - Understanding of municipal commercial law;
 - Cost-effectiveness;
 - Professionalism and ethical conduct.

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9 INSURANCE LAW: WORK PACKAGE LAW: WORK PACKAGE (F)

The Municipality intends to appoint a panel of professional legal service providers to render Insurance Law services on an as and when required basis for the duration of the contract. The legal services shall support the Municipality in mitigating financial, operational, contractual, and legal risks associated with municipal operations, assets, employees, contractors, infrastructure, and public liability exposures. The Municipality require services of law firms who have extensive capacity and experience of insurance law matters. Note that this section does not apply to those matters for which the Municipality's Insurer appoints its own legal representative to attend to matters where claims are instituted.

9.1 Scope of Services

- ❖ The appointed legal service providers may be required to render services including, but not limited to, the following:

9.2 General Insurance Law Advisory Services

- Provide legal opinions and advisory services on all insurance-related matters affecting the Municipality.
- Advise on interpretation and application of insurance legislation, insurance contracts, indemnities, warranties, exclusions, and related legal principles.
- Advise on municipal risk exposure and legal implications arising from operational activities.
- Provide legal guidance on liability mitigation strategies and insurance compliance.
- Advise on insurance governance frameworks and institutional risk management structures.
- Provide legal support regarding municipal insurance portfolio management.

9.3 Insurance Policy Review and Drafting

- Review existing municipal insurance policies for legal adequacy and enforceability.
- Draft, vet, amend, and negotiate:
 - Insurance policies;
 - Indemnity agreements;
 - Guarantees;
 - Risk allocation clauses;
 - Insurance schedules;
 - Reinsurance agreements;
 - Fidelity guarantee policies;
 - Professional indemnity policies;
 - Public liability insurance provisions;

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- Contractors All Risk (CAR) policies;
- Motor fleet insurance agreements;
- Cyber risk insurance agreements;
- Property and infrastructure insurance contracts.
- Ensure alignment of policies with municipal operations and statutory requirements.
- Identify gaps, exclusions, ambiguities, or unlawful provisions in insurance documents.
- Advise on policy renewal risks and coverage adequacy.

9.4 Claims Management and Recovery

Provide legal assistance with insurance claims lodged by or against the Municipality.

- Assess validity and enforceability of insurance claims.
- Handle repudiated claims and disputes with insurers.
- Advise on claims arising from:
 - Damage to municipal infrastructure;
 - Motor vehicle accidents;
 - Public liability incidents;
 - Occupational injuries;
 - Fire and disaster incidents;
 - Theft, fraud, and dishonesty;
 - Environmental damage;
 - Professional negligence;
 - Cyber incidents;
 - Construction-related losses.
- Assist in quantification and recovery of insured losses.
- Institute or defend legal proceedings relating to insurance recoveries.
- Liaise with loss adjusters, assessors, brokers, insurers, and reinsurers.
- Provide legal support in subrogation proceedings.

9.5 Litigation and dispute Resolution

- ❖ Represent the Municipality in all insurance-related litigation before:
 - Magistrates' Courts;
 - High Courts;
 - Supreme Court of Appeal;
 - Constitutional Court;
 - Arbitration tribunals;
 - Mediation proceedings;
 - Regulatory bodies and commissions.

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- Draft pleadings, summonses, notices, affidavits, heads of argument, and settlement agreements.
- Manage disputes involving insurers, brokers, contractors, third parties, and claimants.
- Provide alternative dispute resolution services including mediation and arbitration.
- Attend consultations, pre-trial conferences, and settlement negotiations.
- Brief and manage advocates where necessary.

9.6 Public Liability and Municipal Liability Matters

Advise and defend the Municipality against public liability claims.

- Handle matters involving:
 - Personal injury claims;
 - Wrongful death claims;
 - Property damage claims;
 - Slip and fall incidents;
 - Road and pavement defects;
 - Sewer and water infrastructure failures;
 - Electricity-related incidents;
 - Building collapses;
 - Disaster-related claims.
- Assess liability exposure and potential damages.
- Advise on settlement strategies and litigation risks.

9.7 Insurance Aspects of Procurement and Contracts

- Advise on insurance requirements in municipal procurement processes.
- Review tender and contract insurance provisions.
- Ensure contractors, consultants, and service providers maintain adequate insurance cover.
- Advise on contractual risk allocation mechanisms.
- Draft and review indemnity and limitation of liability clauses.
- Assist with enforcement of insurance obligations under contracts.

9.8 Regulatory and Legislative Compliance

- ❖ Advise on compliance with applicable legislation including but not limited to:
 - Local Government: Municipal Systems Act;
 - Local Government: Municipal Finance Management Act (MFMA);
 - Insurance Act;
 - Short-Term Insurance legislation;
 - Long-Term Insurance legislation;
 - Financial Sector Regulation Act;

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- Occupational Health and Safety Act;
- Compensation for Occupational Injuries and Diseases Act (COIDA);
- Road Accident Fund legislation;
- Protection of Personal Information Act (POPIA);
- Disaster Management Act;
- Consumer Protection Act;
- Common law principles applicable to insurance and liability.
- Advise on governance obligations relating to insurance and municipal risk management.
- Provide legal compliance assessments and reports.

9.9 Risk Management and Loss Prevention

- Provide legal support to municipal risk management units.
- Advise on legal risk identification and mitigation measures.
- Assist in development of:
 - Risk management policies;
 - Claims procedures;
 - Incident reporting systems;
 - Insurance governance frameworks;
 - Fraud prevention mechanisms.
- Conduct legal risk assessments related to municipal operations and infrastructure.
- Advise on loss prevention strategies.

9.10 Fraud, Corruption and Fidelity Guarantee Matters

- Investigate insurance fraud and dishonesty-related claims.
- Advise on recovery mechanisms relating to fraudulent claims or employee dishonesty.
- Assist with fidelity guarantee claims and related proceedings.
- Provide legal support in forensic investigations involving insurance matters.

9.11 Training and Capacity Building

- ❖ Provide training workshops to municipal officials on:
 - Insurance law principles;
 - Claims handling procedures;
 - Contractual liability;
 - Public liability management;
 - Insurance compliance;
 - Risk mitigation strategies;
 - Fraud prevention and reporting.

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- ❖ Develop guidance materials and legal compliance manuals where required.

9.12 Deliverables

- ❖ The appointed legal service providers may be required to deliver:
 - Written legal opinions;
 - Draft contracts and insurance documents;
 - Litigation documentation;
 - Investigation reports;
 - Claims assessment reports;
 - Compliance reports;
 - Risk assessment reports;
 - Settlement agreements;
 - Training material and presentations;
 - Progress reports on active matters;
 - Attendance at meetings and consultations.

9.13 Reporting and Accentuality

- ❖ The appointed service providers shall report to the Municipal Manager or delegated official and shall:
 - Submit status reports on all active instructions;
 - Keep proper records and document management systems;
 - Provide detailed invoices supported by timesheets and disbursement records;
 - Attend meetings with municipal officials when required.

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10 EVICTION LAWS: WORK PACKAGE (G)

The appointed legal service provider(s) shall render comprehensive professional legal services relating to eviction law, unlawful occupation matters, land invasion management, housing-related litigation, and all ancillary legal processes affecting the Municipality in terms of applicable legislation, including but not limited to the Prevention of Illegal Eviction from and Unlawful Occupation of Land Act 19 of 1998 ("PIE Act"), the Constitution of the Republic of South Africa, the Extension of Security of Tenure Act 62 of 1997 ("ESTA"), the Rental Housing Act, municipal by-laws, and all related legislation and case law.

❖ The scope of work shall include, but not be limited to, the following:

10.1 General Legal Advisory Services

❖ The service provider shall:

- Provide legal opinions and advisory services on eviction-related matters affecting the Municipality;
- Advise the Municipality on constitutional obligations relating to housing rights, unlawful occupation, land invasions, emergency accommodation, and procedural fairness;
- Interpret and advise on the application of:
 - The PIE Act;
 - ESTA;
 - The Constitution;
 - Housing legislation;
 - Municipal planning legislation and by-laws;
 - Common law remedies;
 - Applicable Constitutional Court, Supreme Court of Appeal and High Court judgments;
- Advise on the legality of proposed evictions and removals;
- Advise on the distinction between residential, commercial, informal settlement, and rural/farm occupier matters.

10.2 Eviction Proceedings

❖ The service provider shall:

- Institute and defend eviction proceedings in all competent courts;
- Prepare and draft:
 - Notices of motion;
 - Founding, replying and answering affidavits;
 - Section 4 and Section 6 PIE notices;
 - Court notices and applications;
 - Urgent applications;
 - Heads of argument;

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- Practice notes;
- Court orders;
- Settlement agreements;
 - Obtain court-authorised eviction notices;
 - Ensure proper service through the Sheriff;
 - Liaise with the courts, Sheriff, SAPS, and relevant municipal departments;
 - Handle opposed and unopposed eviction applications;
 - Attend all court proceedings and hearings;
 - Execute eviction orders in compliance with the law and court directives;
 - Provide post-judgment legal support and enforcement services.

10.3 Unlawful Occupation and Land Invasion Management

- ❖ The service provider shall:
 - Assist the Municipality with unlawful occupation matters involving:
 - Municipal land;
 - Municipal buildings;
 - Public open spaces;
 - Servitudes;
 - Infrastructure reserves;
 - Road reserves;
 - Informal settlements;
 - Provide urgent legal interventions relating to:
 - Land invasions;
 - Illegal structures;
 - Encroachments;
 - Hijacked buildings;
 - Advise on lawful preventative measures to avoid unlawful occupation;
 - Assist with anti-land invasion strategies and legal compliance;
 - Draft interdicts and urgent applications relating to unlawful occupation;
 - Advise on the lawful demolition or removal of unoccupied unlawful structures where applicable;
 - Assist with mediation and negotiated relocation processes where necessary.

10.4 Municipal Evictions and Public Interest Matters

- ❖ The service provider shall:
 - Institute eviction proceedings on behalf of the Municipality where it is in the public interest to do so;
 - Advise on matters involving:

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- Health and safety risks;
- Dangerous or condemned buildings;
- Environmental hazards;
- Disaster management concerns;
- Illegal occupation affecting municipal infrastructure and service delivery;
- Assist with evictions involving:
 - Informal settlements;
 - Emergency housing;
 - Transit camps;
 - Temporary relocation areas;
 - Inner-city buildings;
- Advise on the Municipality's constitutional and statutory obligations relating to alternative accommodation and emergency housing;
- Provide legal support regarding occupiers who may be rendered homeless by eviction orders.

10.5 Constitutional and Human Rights Compliance

- ❖ The service provider shall:
 - Ensure all eviction processes comply with:
 - Section 26 of the Constitution;
 - Administrative justice requirements;
 - Human dignity principles;
 - Applicable Constitutional Court jurisprudence;
 - Advise on "just and equitable" considerations in eviction proceedings;
 - Assist the Municipality in balancing property rights and constitutional housing rights;
 - Provide legal guidance on vulnerable occupiers, including:
 - Children;
 - Elderly persons;
 - Persons with disabilities;
 - Female-headed households;
 - Indigent persons;
 - Advise on lawful engagement and consultation processes with occupiers and communities.

10.6 Litigation Management and Dispute Resolution

- ❖ The service provider shall:
 - Represent the Municipality in:
 - Magistrates' Courts;
 - High Courts;

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- Supreme Court of Appeal;
- Constitutional Court;
- Rental Housing Tribunal matters where applicable;
- Handle appeals, rescission applications, reviews, and interlocutory applications;
- Manage disputes arising from:
 - Lease terminations;
 - Municipal property occupation;
 - Illegal occupation;
 - Rental disputes;
 - Service delivery disputes related to unlawful occupation;
- Facilitate negotiations, mediations, and settlements where appropriate.

10.7 Policy Development and Regulatory Support

- ❖ The service provider shall:
 - Assist in drafting and reviewing:
 - Municipal by-laws;
 - Land invasion policies;
 - Informal settlement policies;
 - Eviction management protocols;
 - Standard operating procedures;
 - Occupation control measures;
 - Provide legal input into housing and human settlement strategies;
 - Assist with compliance frameworks and governance measures relating to unlawful occupation management.

10.8 Training and Capacity Building

- ❖ The service provider shall:
 - Conduct workshops and training sessions for:
 - Municipal officials;
 - Law enforcement officers;
 - Housing departments;
 - Property management officials;
 - Council committees;
 - Provide training on:
 - PIE compliance;
 - Constitutional obligations;
 - Eviction procedures;

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- Land invasion management;
- Court processes and evidence requirements;
- Occupier rights and municipal powers.

10.9 Reporting and Case Management

- ❖ The service provider shall:
 - Maintain proper records and case files;
 - Provide monthly and quarterly progress reports;
 - Submit litigation status reports and legal risk assessments;
 - Advise the Municipality on litigation exposure and settlement risks;
 - Maintain confidentiality and comply with municipal reporting requirements;
 - Attend meetings with municipal officials and Council structures when required.

10.10 Emergency and Urgent Legal Services

- ❖ The service provider shall:
 - Be available to provide urgent legal assistance on short notice;
 - Handle urgent interdicts and emergency eviction applications;
 - Provide after-hours legal support where circumstances require immediate intervention;
 - Attend urgent consultations and site inspections where necessary.

10.11 Expected Deliverables

- ❖ The appointed service provider shall deliver:
 - Written legal opinions;
 - Court pleadings and applications;
 - Litigation management services;
 - Compliance and risk reports;
 - Policy and by-law drafts;
 - Training material and workshops;
 - Monthly and quarterly reports;
 - Legal representation in all forums and courts.

10.12 Applicable Legislative Framework

- ❖ The service provider must demonstrate expertise and practical experience in the application of:
 - Prevention of Illegal Eviction from and Unlawful Occupation of Land Act 19 of 1998 (PIE);
 - Extension of Security of Tenure Act 62 of 1997 (ESTA);
 - Constitution of the Republic of South Africa;
 - Rental Housing Act;

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- Housing Act;
- Municipal Systems Act;
- Municipal Structures Act;
- Spatial Planning and Land Use Management Act (SPLUMA);
- Disaster Management Act;
- Relevant municipal by-laws;
- Applicable case law and constitutional jurisprudence.

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11 NATURE OF THE CONTRACT

This is a thirty-six (36) month contract in terms of which the appointed service providers will be required to render legal services in accordance with the applicable work package's scope of work and related functions. The Municipality intends to apply a three (3) stage evaluation process in the adjudication of this tender, namely:

11.1 Stage One (1): Administrative Compliance and Pre-Qualification

Evaluation of compliance with all mandatory administrative requirements and pre-qualification criteria as stipulated in the tender document.

11.2 Stage Two (2): Technical Evaluation

Evaluation of functionality, experience, expertise, capacity, and any other technical criteria relevant to the respective work package.

11.3 Stage Three (3): Price and Preference Points Evaluation

Evaluation of qualifying tenderers in terms of the 80/20 preference point system as prescribed by applicable procurement legislation and regulations.

Service providers who successfully meet the requirements of all three (3) stages may be identified as preferred tenderers for the relevant work package(s) and may thereafter receive conditional appointment letters, subject to successful price negotiations with the Municipality.

Any negotiations conducted by the Municipality shall be undertaken in a fair, transparent, and equitable manner and shall not afford any preferred tenderer an unfair or second opportunity, nor prejudice any other tenderer. Furthermore, negotiations shall not result in a contract price higher than the price originally tendered by the preferred tenderer.

Should the parties fail to reach agreement on the contract price within a reasonable period, the Municipality reserves the right to withdraw the conditional appointment and to consider alternative procurement options in accordance with the Municipality's Supply Chain Management Policy and applicable legislation.

All terms and conditions applicable to this procurement process are contained in the tender document. The Municipality is not bound to accept the lowest priced tender or any tender received and reserves the right to appoint the service provider(s) considered most suitable in accordance with the Municipality's Supply Chain Management Policy and applicable legislative framework.

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3.1. SUPPLIERS / CONTRACTORS

3.1.1. "Certificate of authority to sign all documents in connection with this tender and any contract or agreement which may arise there from", duly signed and dated, shall be provided by the Board of Directors of the firm and shall be attached to this page. An example is given below.

3.2. JOINT VENTURE

3.2.1. The document of formation of the Joint Venture shall be attached to this page.

3.2.2. A "certificate of authority to sign all documents in connection with this tender and any contract or agreement which may arise there from", duly signed and dated, shall be provided by the Boards of Directors of each member of the Joint Venture and shall be attached to this page.

EXAMPLE OF A CERTIFICATE OF AUTHORITY FOR SIGNATORY

"By resolution of the board of directors passed at a meeting held on

.....

Mr. /Ms..... whose signature appears below, has been duly authorized

to sign all documents in connection with the tender for Contract no.....

.

and any contract which may arise there from on behalf of (block capitals)

.....

SIGNED ON BEHALF OF THE COMPANY.....

IN HIS/HER CAPACITY AS:

DATE:

SIGNATURE OF SIGNATORY:

WITNESS: 1:

2.

1. No bid will be accepted from persons in the service of the state:
2. Any person or having kinship with a person in the service of state, or persons who act on behalf of Nkomazi Local Municipality, including a blood relationship, may make an offer or offers in terms of this bid invitation. In view of possible allegations of favouritism or bias, should the resulting bid, or part thereof, be awarded to persons employed by State, or to persons who act on behalf of Nkomazi Local Municipality, or to persons connected with or related to them, it is required that the bidder or his authorised representative shall declare any interest of whatever nature and/or relationship (including blood relationship) to any employees, or persons who act on behalf of, or persons connected with or related to Nkomazi Local Municipality.
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 the bidder or his representative:

3.2. Identify Number:

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

.....

3.4. Company Reference Number:

3.5. Tax Reference Number:

3.6. VAT Registration Number:

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

3.8. Are you presently in the service of the state?

YES/NO

3.8.1 If yes, furnish particulars:

❖ MSCM Regulations: "in the service of the state" means to be-

- (a) A member of- Any municipal council Any provincial legislature, or 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

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(f) An employee of parliament or a provincial legislature

❖ 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

If yes, furnish particulars:

.....

3.10. Do you, have any relationship (family, friend, other) with a person employed by state/Nkomazi Local municipality, who may be involved in the evaluation and 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 the bidder and any person employed by state/Nkomazi Local Municipality, who may be involved in the evaluation and 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 the service of state?

YES/NO

3.12.1 If yes, furnish particulars.

.....

.....

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

YES/NO

13.13.1 If yes, furnish particulars.

.....

.....

13.14 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

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13.14.1 If yes, furnish particulars.

.....
.....

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

Full Name	Position filled in the “State”	ID number	State employee number

.....
Signature Bid Number Date

.....
Capacity Name of the Company

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DECLARATION FOR PROCUREMENT ABOVE R10 MILLION (ALL APPLICABLE TAXES INCLUDED)

For all procurement expected to exceed R10 million (all applicable taxes included), bidders must complete the following questionnaire:

1. Are you by law required to prepare annual financial statements for auditing?

1.1 If yes, submit audited annual financial statements for the past three years or since the date of establishment if established during the past three years.

.....

.....

2. Do you have any outstanding undisputed commitments for municipal services towards any municipality for more than three months or any other service provider in respect of which payment is overdue for more than 30 days?

2.1 If no, this serves to certify that the bidder has no undisputed commitments for municipal services towards any municipality for more than three months or other service provider in respect of which payment is overdue for more than 30 days.

2.2 If yes, provide particulars.

.....

.....

.....

.....

* Delete if not applicable

• YES / NO

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3. Has any contract been awarded to you by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract?

3.1 If yes, furnish particulars

.....

.....

***YES / NO**

4. Will any portion of goods or services be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality / municipal entity is expected to be transferred out of the Republic?

***YES / NO**

4.1 If yes, furnish particulars

.....

.....

CERTIFICATION

I, THE UNDERSIGNED (NAME)

.....

CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS CORRECT.

I ACCEPT THAT THE STATE MAY ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....

Signature

.....

Date

.....

Position

.....

Name of Bidder

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

This preference form must form part of all tenders invited. It contains general information and serves as a claim form for preference points for specific goals.

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

1. GENERAL CONDITIONS

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

- 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 **To**

- a) The applicable preference point system for this tender is the 80/20 preference point system.

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

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

1.4

The maximum points for this tender are allocated as follows:

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

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

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

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2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

3.2.1.1. POINTS AWARDED FOR PRICE

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

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

Where

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

4. POINTS AWARDED FOR SPECIFIC GOALS

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

POINTS FOR CONTRACTING AN ENTERPRISE OWNED BY HISTORICALLY DISADVANTAGED PERSONS OR INDIVIDUALS		
A total of 10 preference points shall be allocated on a proportional or pro rata basis for contracting an enterprise owned by historically disadvantaged persons or individuals who meet the following requirements		
HISTORICALLY DISADVANTAGED PERSONS OR INDIVIDUALS	POINTS ALLOCATION	SOURCE DOCUMENTS REQUIRED TO CLAIM POINTS
100% black person or people owned enterprise	2.5	A copy of a Full CSD report not older than 3 months
More than 30% woman or women shareholding or owned enterprise	2.5	
more than 30% youth shareholding or owned enterprise	2.5	
More than 30% people living with disability shareholding or owned enterprise	2.5	A copy of a Medical Certificate to confirm disability
POINTS FOR IMPLEMENTING OF RDP PROGRAMMES		

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A total of 10 preference points shall be allocated on a proportional or pro rata basis for implementing of programmes for RDP -		
Enterprises regarded as EMEs or Strat-UP located within the Ehlanzeni District Municipality area of jurisdiction	2.5	➤ A copy of a Full CSD report not older than 3 months NB: Points will only be awarded if the CSD physical address is the same as the address for the proof of residence required in 1.9 above.
Points for Corporate Social Investment (CSI) or Social Labour Plan proposition	5	Comprehensive Methodology on how the tenderer is planning to invest back to the community of Nkomazi Local Municipality: ➤ Community development grounded on the principles of empowerment, social justice, collective action to mention but a few. ➤ These undertakings shall form part of the service level agreements SLA and be managed as such. ➤
Points for valid B-BBEE level 1 contribution (SANAS accredited B-BBEE certificate for generic enterprise, and for EME and SME a sworn affidavit or CIPC issued certificate confirming annual turnover and level of Black Ownership).	2,5	➤ Certified Valid BBBEE certificate ➤ or Certified Valid EME and SME a sworn affidavit ➤ or Certified Valid CIPC issued certificate confirming annual turnover and level of Black Ownership
TOTAL PREFERENCE POINTS TO BE CLAIMED	20	

*All certified copies must not be older than three months.

5. TECHNICAL EVALUATION CRETERIA

- All bidders are required to respond to the evaluation criteria measurements.
- Only Bidders that have met the Pre-Qualification Criteria will be evaluated for pricing.
- Bidders will be evaluated out of 100 points and are required to achieve minimum threshold of 70 points in order to proceed to price evaluations. A bidder who scores less than 70 points on technical evaluation will be disqualified.

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5.1 TECHNICAL EVALUATION FOR WORK PACKAGE (A): PUBLIC AND MUNICIPAL LAW

No	CRITERION	MAXIMUM POINTS	DOCUMENTS TO BE SUBMITTED	POINTS ALLOCATION
1	1.1 Experience of the Firm in Public and Municipal law (30 points) 1.2 The bidder must demonstrate proven experience in providing legal services relating to public law and municipal governance matters within the public sector environment, particularly municipalities and organs of state.	30	❖ Company profile detailing relevant experience; ❖ List of completed and/or current matters/projects; ❖ Appointment letters and reference letters, ❖ The reference letters must be on client's official letter head bearing the name of the company at which the project was implemented, with contact details of the client including start and end of the project. ✓ Points allocation are as shown below:	
			▪ 0 Year of Experience	0
			▪ 1 – 5 Year of Experience	10
			▪ 6 – 9 Year of Experience	20
			▪ 10 years and above	30
2	2.1 Proven Capacity (30 points) 2.2 Companies' financial muscles in carrying out legal services cases or matters equivalent to the figures given in this column	30	❖ Purchase orders and allocation letters with allocation amount from the clients ✓ Points are allocation are as indicated below:	
			▪ R50, 000.00 – R100. 0000.00	5
			▪ R101, 000.00 – R200, 000.00	10
			▪ R201,000.00 – R300, 000.00	15
			▪ R301,000.00 above	30

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3.	3.1 Experience of Key Personnel / Lead Attorney (20 points): 3.2 The bidder must allocate suitably qualified legal practitioners with demonstrable expertise in Public and Municipal Law. 3.3 At least four (4) personnel covering the experience outline in this section (Attach Organizational Structure which clearly identify the Team Leader, Senior Attorney, Associate Attorney and Candidate Attorney).	25	❖ Detailed CVs; ❖ Certified Qualifications and ID copies ❖ Proof of admission as attorney/advocate; ❖ Fidelity Fund Certificate where applicable; ❖ Legal Practice Council registration. ❖ The below points are accumulative:		
			▪ Team Leader / Lead Attorney	▪ LLB, Admitted Attorney, Right of Appearance in the High Court ▪ 10 years post-admission ▪ Both requirements are mandatory	10
			▪ Senior Attorney	▪ LLB, Admitted Attorney ▪ 7 years post-admission	8
			▪ Associate Attorney	▪ LLB, Admitted Attorney ▪ 3–5 years post-admission	4
			▪ Candidate Attorney / Junior Legal Practitioner	LLB (or Candidate Attorney registered with the LPC)	3
4	4.1 Methodology and Approach to Legal Service Delivery (5 points) 4.2 The bidder must provide a detailed methodology explaining how legal services will be rendered to the Municipality.	5	❖ Methodology and approach documentation on how render legal services to the municipality		
			▪ Methodology should be clearly demonstrating an understanding of municipal legal environment, proactive support, turnaround strategy, risk mitigation, reporting systems, and litigation management		5
5	5.1 Local Office (5 points)	5	❖ Proof of physical business address;		
			▪ Office outside the province		1
			▪ Office within the Province		3
			▪ Office within the district		5

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6	6.1 Stamped Bank Rating letter not older than 3 months	5	Grade C and above	5
	Total			100

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5.2 TECHNICAL EVALUATION FOR WORK PACKAGE (B) TOWN PLANNING AND ENVIRONMENTAL LAW

No	CRITERION	MAXIMUM POINTS	DOCUMENTS TO BE SUBMITTED	POINTS ALLOCATION
1	1.1 Experience of the Firm in Town Planning and Environmental law (30 points) 1.2 The bidder must demonstrate proven experience in providing legal services relating Town Planning and Environmental Law matters within the public sector environment, particularly municipalities and organs of state.	30	❖ Company profile detailing relevant experience; ❖ List of completed and/or current matters/projects; ❖ Appointment letters and reference letters ❖ The reference letters must be on client's official letter head bearing the name of the company at which the project was implemented, with contact details of the client including start and end of the project. ✓ Points allocation are as shown below:	
			▪ 0 Year of Experience	0
			▪ 1 – 5 Year of Experience	10
			▪ 6 – 9 Year of Experience	20
			▪ 10 years and above	30
2	2.1 Proven Capacity (30 points) Companies' financial muscles in carrying out legal services and cases or matters of Town Planning and Environmental law equivalent to the figures given in this column	30	❖ Purchase orders and allocation letters with the allocated amount from the clients ✓ Points are allocation are as indicated below:	
			▪ R50, 000.00 – R100. 0000.00	5
			▪ R101, 000.00 – R200, 000.00	10
			▪ R201,000.00 – R300, 000.00	15
			▪ R301,000.00 above	30
3.	3.1 Experience of Key Personnel / Lead Attorney (20 points):	25	❖ Detailed CVs; ❖ Certified Qualifications and ID copies ❖ Proof of admission as attorney/advocate; ❖ Fidelity Fund Certificate where applicable; ❖ Legal Practice Council registration. ▪ The below points are accumulative:	

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	3.2 The bidder must allocate suitably qualified legal practitioners with demonstrable expertise in Town Planning and Environmental law (Attach Organizational Structure which clearly identify the Team Leader, Senior Attorney, Environmental law Specialist, town planning law specialist and legal secretary paralegal)		Team Leader / Director / Senior Partner	- LLB, Admitted Attorney, Right of Appearance in the High Court 10 or more years experience - Both are Mandatory	9
			Senior Attorney / Associate	- LLB, Admitted Attorney 7 or more years of experience - Both are mandatory	7
			Environmental Law Specialist	- LLB with postgraduate qualification (LLM or certificate in Environmental Law advantageous) 5 years of experience or more - Both are mandatory	4
			Town Planning Law Specialist	- LLB (Postgraduate qualification in Planning/Administrative Law advantageous) 5 years of experience or more - Both are mandatory	3
			Legal Secretary / Paralegal	- Relevant Legal Secretarial/Paralegal Qualification 3 years or more of experience - Both are mandatory	2
4	4.1 Methodology and Approach to Legal Service Delivery (5 points) 4.2 The bidder must provide a detailed methodology explaining how legal services will be rendered to the Municipality.	5	❖ Methodology and approach documentation on how to render legal services to the municipality		
			The methodology should be demonstrating clear understanding of municipal legal environment, proactive support, turnaround strategy, risk mitigation, reporting systems, and litigation management		5

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5	5.1 Local Office / Accessibility and Capacity (5 points)	5	❖ Proof of physical business address;	
			▪ Office outside the province	1
			▪ Office within the Province	3
			▪ Office within the district	5
6	6.1 Stamped Bank Rating letter not older than 3 months	5	Grade C and above	5
	Total			100

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5.3 TECHNICAL EVALUATION FOR WORK PACKAGE (C) CONVEYANCING AND NOTARIAL REGISTRATIONS: GENERAL AND SPECIALIZED

No	CRITERION	MAXIMUM POINTS	DOCUMENTS TO BE SUBMITTED	POINTS ALLOCATION
1	1.3 Experience of the Firm in Town Planning and Environmental law (30 points) 1.4 The bidder must demonstrate proven experience in providing legal services relating Town Planning and Environmental Law matters within the public sector environment, particularly municipalities and organs of state.	30	❖ Company profile detailing relevant experience; ❖ List of completed and/or current matters/projects; ❖ Appointment letters and reference letters ❖ The reference letters must be on client's official letter head bearing the name of the company at which the project was implemented, with contact details of the client including start and end of the project. ✓ Points allocation are as shown below:	
			▪ 0 Year of Experience	0
			▪ 1 – 5 Year of Experience	10
			▪ 6 – 9 Year of Experience	20
			▪ 10 years and above	30
2	2.1 Proven Capacity (30 points) Companies' financial muscles in carrying out legal services and cases or matters of Town Planning and Environmental law equivalent to the figures given in this column	30	❖ Purchase orders and allocation letters with the allocated amount from the clients ✓ Points are allocation are as indicated below:	
			▪ R50, 000.00 – R100. 0000.00	5
			▪ R101, 000.00 – R200, 000.00	10
			▪ R201,000.00 – R300, 000.00	15
			▪ R301,000.00 above	30
3.	3.1 Experience of Key Personnel / Lead Attorney (20 points):	25	❖ Detailed CVs; ❖ Certified Qualifications and ID copy ❖ Proof of admission as attorney/advocate; ❖ Fidelity Fund Certificate where applicable; ❖ Legal Practice Council registration. ▪ The below points are accumulative:	

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	3.2 The bidder must allocate suitably qualified legal practitioners with demonstrable expertise in Town Planning and Environmental law (Attach Organizational Structure which clearly identify the Team Leader, Senior Attorney/Associate, Environmental law Specialist, town planning law specialist and legal secretary paralegal)		Team Leader / Director / Senior Partner	- LLB, Admitted Attorney, Right of Appearance in the High Court 10 or more years experience - Both are Mandatory	9
			Senior Attorney / Associate	- LLB, Admitted Attorney 7 or more years of experience - Both are mandatory	7
			Environmental Law Specialist	- LLB with postgraduate qualification (LLM or certificate in Environmental Law advantageous) 5 years of experience or more - Both are mandatory	4
			Town Planning Law Specialist	- LLB (Postgraduate qualification in Planning/Administrative Law advantageous) 5 years of experience or more - Both are mandatory	3
			Legal Secretary / Paralegal	- Relevant Legal Secretarial/Paralegal Qualification 3 years or more of experience - Both are mandatory	2
4	4.1 Methodology and Approach to Legal Service Delivery (5 points) 4.2 The bidder must provide a detailed methodology explaining how legal services will be rendered to the Municipality.	5	❖ Methodology and approach documentation on how to render legal services to the municipality		
			The methodology should be demonstrating clear understanding of municipal legal environment, proactive support, turnaround strategy, risk mitigation, reporting systems, and litigation management		5

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5	5.1 Local Office / Accessibility and Capacity (5 points)	5	❖ Proof of physical business address;	
			▪ Office outside the province	1
			▪ Office within the Province	3
			▪ Office within the district	5
6	6.1 Stamped Bank Rating letter not older than 3 months	5	Grade C and above	5
	Total			100

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5.4 TECHNICAL EVALUATION FOR **WORK PACKAGE (D) LABOUR LAW**

No	CRITERION	MAXIMUM POINTS	DOCUMENTS TO BE SUBMITTED	POINTS ALLOCATION
1	1.1 Experience of the Firm in Labour Law (30 points) 1.2 The bidder must demonstrate proven experience in providing legal services relating Labour Law within the public sector environment, particularly municipalities and organs of state.	30	❖ Company profile detailing relevant experience; ❖ List of completed and/or current matters/projects; ❖ Appointment letters and reference letters ❖ The reference letters must be on client's official letter head bearing the name of the company at which the project was implemented, with contact details of the client including start and end of the project. ✓ Points allocation are as shown below:	
			▪ 0 Year of Experience	0
			▪ 1 – 5 Year of Experience	10
			▪ 6 – 9 Year of Experience	20
			▪ 10 years and above	30
2	2.1 Proven Capacity (30 points) Companies' financial muscles in carrying out legal services and cases of Labour Law of equivalent to the figures given in this column	30	❖ Purchase orders and allocation letters with the allocated amount from the clients ✓ Points are allocation are as indicated below:	
			▪ R50, 000.00 – R100. 0000.00	5
			▪ R101, 000.00 – R200, 000.00	10
			▪ R201,000.00 – R300, 000.00	15
			▪ R301,000.00 above	30
3.	3.1 Experience of Key Personnel / Lead Attorney (30 points):	25	❖ Detailed CVs; ❖ Certified Qualifications and ID copies ❖ Proof of admission as attorney/advocate; ❖ Fidelity Fund Certificate where applicable; ❖ Legal Practice Council registration. ✓ Points allocation are as indicated below:	

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	3.2 The bidder must allocate suitably qualified legal practitioners with demonstrable expertise in Labour Law (Attach Organizational Structure which clearly identify the Lead Labour Law Attorney, Senior Labour Law Attorney, Labour Law Attorney/Consultant, Candidate Attorney/Junior Attorney and Administrative Support)		❖ Lead Labour Law Attorney	- All three (3) are mandatory: 10+ years post admission & LPC) - Director/Partner - LLB Degree	10
			▪ Senior Labour Law Attorney	7 + years post admission & LPC) - LLB Degree	7
			▪ Labour Law Attorney/Consultant	3 + years post admission & LPC) - LLB Degree/Labour Relations qualification	4
			▪ Candidate Attorney / Junior Attorney	▪ LLB Degree	3
			▪ Administrative Support	Relevant diploma or certificate	1
4	4.1 Methodology and Approach to Legal Service Delivery (5 points) 4.2 The bidder must provide a detailed methodology explaining how legal services will be rendered to the Municipality.	5	❖ Methodology and approach documentation on how render legal services to the municipality		
			The methodology should clearly demonstrate clearly understanding of municipal legal environment, proactive support, turnaround strategy, risk mitigation, reporting systems, and litigation management	5	
5	5.1 Local Office / Accessibility and Capacity (5 points)	5	❖ Proof of physical business address;		
			Office outside the province	1	
			Office within the Province	3	
			Office within the district	5	
6	6.1 Stamped Bank Rating letter not older than 3 months	5	C and above		5
	Total				100

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5.5 TECHNICAL EVALUATION FOR WORK PACKAGE (E) COMMERCIAL LAW

No	CRITERION	MAXIMUM POINTS	DOCUMENTS TO BE SUBMITTED	POINTS ALLOCATION
1	5.1 Experience of the Firm in Commercial Law (30 points) 5.2 The bidder must demonstrate proven experience in providing legal services relating Commercial Law within the public sector environment, particularly municipalities and organs of state.	30	❖ Company profile detailing relevant experience; ❖ List of completed and/or current matters/projects; ❖ Appointment letters and reference letters ❖ The reference letters must be on client's official letter head bearing the name of the company at which the project was implemented, with contact details of the client including start and end of the project. ✓ Points allocation are as shown below:	
			▪ 0 Year of Experience	0
			▪ 1 – 5 Year of Experience	10
			▪ 6 – 9 Year of Experience	20
			▪ 10 years and above	30
2	2.1 Proven Capacity (30 points) Companies' financial muscles in carrying out legal services and cases of Commercial Law of equivalent to the figures given in this column	30	❖ Purchase orders and allocation letters with the allocated amount from the clients ✓ Points are allocation are as indicated below:	
			▪ R50, 000.00 – R100. 0000.00	5
			▪ R101, 000.00 – R200, 000.00	10
			▪ R201,000.00 – R300, 000.00	15
			▪ R301,000.00 above	30
3.	3.1 Experience of Key Personnel / Lead Attorney (30 points):	25	❖ Detailed CVs; ❖ Certified Qualifications and ID copy ❖ Proof of admission as attorney/advocate; ❖ Fidelity Fund Certificate where applicable; ❖ Legal Practice Council registration.	

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	3.2 The bidder must allocate suitably qualified legal practitioners with demonstrable expertise in Commercial Law (Attach Organizational Structure which clearly identify the Team Leader/Senior Partner, Senior Commercial Attorney, Commercial Law Associate and Professional Assistant)		The below points are accumulative:	
			- Team Leader / Director / Senior Partner - LLB Degree (LLM in Commercial Law advantageous) 10 years post-admission experience in commercial law	10
			- Senior Commercial Law Attorney - LLB Degree 7 years post-admission experience	7
			- Commercial Law Associate - LLB Degree 4 years post-admission experience	5
			- Professional Assistant - LLB Degree 2 years post-admission experience	3
4	4.1 Methodology and Approach to Legal Service Delivery (5 points) 4.2 The bidder must provide a detailed methodology explaining how legal services will be rendered to the Municipality.	5	❖ Methodology and approach documentation on how render legal services to the municipality	
			The methodology should clearly demonstrate understanding of municipal legal environment, proactive support, turnaround strategy, risk mitigation, reporting systems, and litigation management	5
5	5.1 Local Office / Accessibility and Capacity (5 points)	5	❖ Proof of physical business address;	
			Office outside the province	1
			Office within the Province	3
			Office within the district	5
6	6.1 Stamped Bank Rating letter not older than 3 months	5	Grade C and above	5
	Total			100

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5.6 TECHNICAL EVALUATION FOR WORK PACKAGE (F) INSURANCE LAW

No	CRITERION	MAXIMUM POINTS	DOCUMENTS TO BE SUBMITTED	POINTS ALLOCATION
1	1.1 Experience of the Firm in Insurance Law (30 points) 1.2 The bidder must demonstrate proven experience in providing legal services relating Insurance Law within the public sector environment, particularly municipalities and organs of state.	30	❖ Company profile detailing relevant experience; ❖ List of completed and/or current matters/projects; ❖ Appointment letters and reference letters ❖ The reference letters must be on client's official letter head bearing the name of the company at which the project was implemented, with contact details of the client including start and end of the project. ✓ Points allocation are as shown below:	
			▪ 0 Year of Experience	0
			▪ 1 – 5 Year of Experience	10
			▪ 6 – 9 Year of Experience	20
			▪ 10 years and above	30
2	2.1 Proven Capacity (30 points) Companies' financial muscles in carrying out legal services and cases of Insurance Law of equivalent to the figures given in this column	30	❖ Purchase orders and allocation letters with the allocated amount from the clients ✓ Points are allocation are as indicated below:	
			▪ R50, 000.00 – R100. 0000.00	5
			▪ R101, 000.00 – R200, 000.00	10
			▪ R201,000.00 – R300, 000.00	15
			▪ R301,000.00 above	30
3.	3.1 Experience of Key Personnel / Lead Attorney (25 points):	25	❖ Detailed CVs; ❖ Certified Qualifications; ❖ Proof of admission as attorney/advocate; ❖ Fidelity Fund Certificate where applicable; ❖ Legal Practice Council registration. ✓ Points allocation are as indicated below:	

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3.2 The bidder must allocate suitably qualified legal practitioners with demonstrable expertise in Insurance Law matters and cases 3.3 At least four (4) personnel covering the experience outlined in this section. (Attach Organizational Structure which clearly identify the Lead Partner/Director Insurance Law Specialist, Senior Associate/Senior Attorney, Associate Attorney and Professional Support/Legal Research)				
	Lead Partner / Director (Insurance Law Specialist)	- LLB, Admitted Attorney of the High Court, Right of Appearance in the High Court. Postgraduate qualification (LLM/Diploma in Insurance Law, Commercial Law or Risk Management will be an advantage.) - Years post-admission experience with at least 7 years in insurance litigation and advisory services	10	
	Senior Associate / Senior Attorney	- LLB, Admitted Attorney 7 years post-admission experience in insurance law, contractual liability and public sector matters	7	
	Associate Attorney	- LLB, Admitted Attorney 5 years post-admission experience	5	
	Professional Support Attorney / Legal Researcher	- LLB Degree 3 years' experience	3	

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4	4.1 Methodology and Approach to Legal Service Delivery (5 points) 4.2 The bidder must provide a detailed methodology explaining how legal services will be rendered to the Municipality.	5	❖ Methodology and approach documentation on how render legal services to the municipality	
			▪ Excellent methodology demonstrating clear understanding of municipal legal environment, proactive support, turnaround strategy, risk mitigation, reporting systems, and litigation management	5
5	5.1 Local Office / Accessibility and Capacity (5 points)	5	❖ Proof of physical business address;	
			▪ Office outside the province	1
			▪ Office within the Province	3
			▪ Office within the district	5
6	6.1 Stamped Bank Rating letter not older than 3 months	5	Grade C and above	5
	Total			100

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5.7 TECHNICAL EVALUATION FOR WORK PACKAGE (F) EVICTION SERVICES

No	CRITERION	MAXIMUM POINTS	DOCUMENTS TO BE SUBMITTED	POINTS ALLOCATION
1	1.3 Experience of the Firm in Evictions services (30 points) 1.4 The bidder must demonstrate proven experience in providing legal services relating Evictions Law within the public sector environment, particularly municipalities and organs of state.	30	❖ Company profile detailing relevant experience; ❖ List of completed and/or current matters/projects; ❖ Appointment letters and reference letters ❖ The reference letters must be on client's official letter head bearing the name of the company at which the project was implemented, with contact details of the client including start and end of the project. ✓ Points allocation are as shown below:	
			▪ 0 Year of Experience	0
			▪ 1 – 5 Year of Experience	10
			▪ 6 – 9 Year of Experience	20
			▪ 10 years and above	30
2	2.1 Proven Capacity (30 points) Companies' financial muscles in carrying out legal services and cases of Evictions Law of equivalent to the figures given in this column	30	❖ Purchase orders and allocation letters with the allocated amount from the clients ✓ Points are allocation are as indicated below:	
			▪ R50, 000.00 – R100. 0000.00	5
			▪ R101, 000.00 – R200, 000.00	10
			▪ R201,000.00 – R300, 000.00	15
			▪ R301,000.00 above	30
3.	3.1 Experience of Key Personnel / Lead Attorney (25 points):	25	❖ Detailed CVs; ❖ Certified Qualifications and ID copies ❖ Proof of admission as attorney/advocate; ❖ Fidelity Fund Certificate where applicable; ❖ Legal Practice Council registration. ✓ Points allocation are as indicated below	

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	3.2 The bidder must allocate suitably qualified legal practitioners with demonstrable expertise in Evictions Law 3.3 At least four (4) personnel covering the experience outlined in this section (Attach Organizational Structure which clearly identify the Lead Partner/Director, Senior Attorney/Property & Eviction Law, Attorney, Associate Attorney, Candidate Attorney/Junior Legal Practitioner and Legal Administration/Litigation Secretary)				
			Team Leader / Director / Partner	- LLB Degree - Admitted Attorney or Advocate with Right of Appearance 10 years' experience or more	9
			Senior Attorney (Property & Eviction Law)	- LLB Degree - Admitted Attorney 7 years' experience or more	7
			Attorney / Associate	- LLB Degree - Admitted Attorney 5 years' experience or more	5
			Candidate Attorney / Junior Legal Practitioner	- LLB (or Candidate Attorney registered) - Registered Candidate Attorney (if applicable) 1-2 years of experience	3
			Legal Administrator / Litigation Secretary	Diploma/Certificate in Legal Administration or equivalent	1
4	4.1 Methodology and Approach to Legal Service Delivery (20 points) 4.2 The bidder must provide a detailed methodology explaining how legal services will be rendered to the Municipality.	5	❖ Methodology and approach documentation on how render legal services to the municipality		
			The methodology should clearly demonstrate an understanding of municipal legal environment, proactive support, turnaround strategy, risk mitigation, reporting systems, and litigation management		5

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5	5.1 Local Office / Accessibility and Capacity (5 points)	5	❖ Proof of physical business address;	
			▪ Office outside the province	1
			▪ Office within the Province	3
			▪ Office within the district	5
6	6.1 Stamped Bank Rating letter not older than 3 months	5	Grade C and above	5
	Total			100

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DECLARATION WITH REGARD TO COMPANY/FIRM

11.1. Name of company/firm.....

.....

11.2. Company registration number:

.....

11.3. **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]

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

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

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.....
SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME:

DATE:

ADDRESS:

.....

.....

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The following standard terms and conditions of bid have been accepted and laid down by the Council of Nkomazi Local Municipality and are applicable to all bids, contracts and orders, unless otherwise directed by the Council prior to the invitation of bids.

1. GENERAL DIRECTIVES

1.1. Formal contracts

Formal contracts shall only be concluded with bidders where this requirement is stated in the bid documents. In the absence of a formal contract, the duly completed and signed bid accepted by a letter of acceptance by Nkomazi Local Municipality and signed by both parties, shall be the contract between the parties, and this shall include the tender document.

1.2. Expenses

Unless otherwise indicated in the bid documents, Nkomazi Local Municipality shall not be liable for any expenses incurred in the preparation or submission of any bid.

1.3. Briefing Notes

Nkomazi Local Municipality may issue Briefing Notes from time to time during the bid submission phase so that prospective bidders will timeously be made aware of any and all information that might assist them in articulating their bids.

Briefing Notes will be sequentially numbered to facilitate easy reference.

1.4. Governing laws

Laws of the Republic of South Africa shall govern contracts arising from the acceptance of bids.

1.5. Site inspections and explanatory meetings

1.5.1 Nkomazi Local Municipality may require the attendance of a Compulsory site inspection or explanatory meeting. Where this is a condition of bid, bidders must attend the site inspection or explanatory meeting in order to submit a valid bid. Failure to attend or coming late for the said meeting will result in the bid being non-compliant.

1.5.2 Particulars of the place and time of the site inspection or explanatory meeting will be indicated in the advertisement and the bid documentation.

1.5.3 Minutes will be taken of all information disclosed during the site inspection or explanatory meeting, and copies of these minutes will be made available on request to all interested parties that attended the relevant inspection or meeting.

1.5.4 Where the attendance of the site inspection or explanatory meeting is an absolute requirement to the bid, bidders must be required to certify that they attended the site meeting or explanatory meeting and that they are fully aware of the scope of the bid.

2. INVITATIONS TO TENDER/BID

2.1. Service Provider Database

Nkomazi Local Municipality may issue invitations to bid for specific supplies or services to service providers listed on the Nkomazi Local Municipality service provider database.

Without derogating from the above, Nkomazi Local Municipality reserves the right to go to open bid for the obtainment of supplies or services.

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Requests for listing on the service provider database of Nkomazi Local Municipality will be issued from time to time in the local media.

2.2. Documents to be used

2.2.1 Bids must make use of the prescribed bid documents, and supply all necessary and required information called for therein.

2.2.2 Failure of a bidder to submit a bid duly signed in black ink, or to provide all required documentation or to complete bid documentation and certificates in all respects, may invalidate the bid.

2.2.3 Bidders should not qualify their bids by their own conditions, and such bidders run the risk of having their bid declared invalid.

2.2.4 Nkomazi Local Municipality may request the furnishing of a non-refundable bid deposit together with the submission of bids. This is to defray in part the cost of non-responsive bids, and to prevent nuisance bids being submitted.

3. Samples

3.1.1. Prospective bidders may be charged for samples provided to them by Nkomazi Local Municipality. Failure to do so may render the bid invalid. Nkomazi Local Municipality shall not be liable for any cost involved in the supply of samples by a tenderer/ bidder;

3.1.2. Where samples are called for in the bid documents, samples must be clearly marked with the bid numbers, item number and name of the bidder. Samples must reach the designated address for the submission of bids no later than the closing time;

3.1.3. Nkomazi Local Municipality may accept goods offered on loan for trial purposes, but is under no obligation to purchase the loaned goods, or any similar goods, and Nkomazi Local Municipality accepts no responsibility in the event of breakage of damage, or for the depreciation of depreciable goods.

4. Closing of tenders/bids

4.1. Bids close at 12:00 AM on the closing date as indicated in the bid documents.

4.2. Extension of the closing date may be granted in certain circumstances where such extension is justified. Any extension will however be published before the original closing date or can be communicated during briefing session.

4.3. Tenders/bids shall be considered late if they are received at the address indicated in the bid documents after the closing time on the closing date. A late bid shall not be admitted for consideration, and where practicable, shall be returned unopened to the bidder.

5. Submission of tenders/bids

5.1. Tender/bid documents must be deposited in the bid box at the address indicated in the bid documentation, failing which at a clearly indicated alternative site (where applicable).

5.2. Tenders/bids must be deposited in a sealed envelope or container, which envelope or container must clearly indicate the bid number and description of bid (where applicable).

5.3. Tenders/bids must be submitted in English.

5.4. Tenders/bids received by facsimile, telegram, telex, e-mail or other similar media will not be accepted as validly submitted bids (where applicable).

5.5. Only original tenders/bids or photocopies of the original documentation which is submitted in the prescribed manner may be accepted as valid bids.

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5.6. All tenders/bids received prior to the closing date shall be kept in safe custody until the closing time of bids.

6. Opening of tenders/bids

6.1. Tenders/bids will be opened in public (where applicable) as soon as practicable after the closing time.

6.2. Tenders/bids will be given a registration mark and a list of bids received will be placed on record.

7. Validity periods

The period for which bids are to remain valid and binding shall be indicated in the bid documents. The validity period is calculated from the closing time and will continue until the close of business on the last day of the period, and where this day falls on a Saturday, Sunday or public holiday, the bid will remain valid and binding until the close of business on the following business day.

8. Tender/bid prices and delivery periods

8.1. Firm tender/bid prices and delivery periods are preferred.

8.2. "Firm" prices are deemed to be prices which, are only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of any tax, levy or duty, which in terms of a law or regulation is binding on the bidder and will demonstrably have an influence on the prices of supplies or on the cost of rendering services.

8.3. "Non-firm" prices are deemed to be all prices which are not "firm."

8.4. Where non-firm prices are offered, Nkomazi Local Municipality may require the submission of proof regarding labour and material costs, or other factors which are specified by the bidder, and should these costs be seen to be unrealistic, it may negatively affect the consideration of the bid.

8.5. Where applicable, the value of certificates (payment) issued in terms of the contract, shall be increased or decreased by applying a "contract price adjustment factor" calculated according to the formula and the conditions set out in the Contract Price Adjustment Schedule referring to the General Conditions of Contract for works of engineering construction.

8.6. Expressions relating to the delivery of supplies or services which are unspecified such as "soonest" or "earliest" etc. are not acceptable. Where it has not been indicated whether prices or delivery periods are firm or not, bided prices and delivery periods shall be deemed to be firm and the contractor shall be bound thereby.

3. CONSIDERATION OF TENDER/BIDS

3.1. All bids validly submitted will be taken into consideration. Each tender/bid will be reviewed and evaluated for its ability to deliver the specific requirements of the bid in line with set criteria of paragraph 3.3.

3.2. Nkomazi Local Municipality is under no obligation to accept any tender/bid, or to accept the lowest tender/bid.

3.3. All tenders/bids will be reviewed and evaluated in accordance with the following criteria:

- General Information supplied by the bidder
- Compliance with bid requirements
- Pricing
- Technical Evaluation
- Preferential Procurement points

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- 3.4. Nkomazi Local Municipality may elect to invite verbal presentations from bidders for clarification of the content of their bids.
- 3.5. Nkomazi Local Municipality may, where a bid relates to more than one item, accept such tender/bid in respect of any specific item or items, and may also accept part of the specified quantity of any specific item or items.
- 3.6. Any decision by Nkomazi Local Municipality shall be final and Nkomazi Local Municipality shall only on request provide reasons for the acceptance or passing over of a bid.
- 3.7. Where a bid has been granted on the strength of information furnished by the bidder, which later proves to be incorrect, Nkomazi Local Municipality may, in addition to any other remedy it may have, recover all costs and damages suffered or sustained by Nkomazi Local Municipality as a result of the award of the bid from the bidder, and/or cancel the agreement and claim damages from the bidder.
- 3.8. Nkomazi Local Municipality will award a preference to bids in accordance with the Preference Certificate in the form of BBBEE status level certificate [T 5].
- 3.9. In the event of equal bids, the following order of priority will normally be applied in the consideration of equal bids:

Evaluation of bids that scored equal points

- 3.9.1. In the event that two or more bids have scored equal total points, the successful bid must be the one that scored the highest points for BBBEE,
 - 3.9.2. IF two or more bids have equal points, including equal preference points for BBBEE, the successful bid must be the one scoring the highest score for functionality if functionality is part of the evaluation process,
 - 3.9.3. In the event that two or more bids are equal in all respects, the award must be decided by the drawing of lots
- 1.1. Successful bidders will be notified in writing of the acceptance of their bids.

4. TERMS AND CONDITIONS

4.1 Information provided

Nkomazi Local Municipality provides the bid documentation or any other information, in good faith. Any party or parties considering entering into a contract with Nkomazi Local Municipality on the basis of such information should conduct their own investigations and obtain the necessary professional advice and council, at their cost, necessary to formulate their own opinion regarding all matters related to the bid. Nkomazi Local Municipality cannot be held liable for any costs or damages flowing from a failure to do so by any bidder.

4.2 Legal and regulatory framework

- 4.2.1. All bids must function and be implemented within the general legal and regulatory framework relating to the supply or service, and requires compliance with all law by any bidder.
- 4.3.2. The onus is on the bidder to ensure compliance of its bid as well as during the implementation of the bid with the applicable legal and regulatory requirements, and Nkomazi Local Municipality reserves the right to reject any bid on the basis of non-compliance by the bidder with the applicable legal and regulatory framework.
- 4.4.3. Where relevant Nkomazi Local Municipality may request the Respondent to submit proof of compliance with any aspect of the legal and regulatory framework.

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4.3 No representations or warranties

All information contained in or provided as part of the bid documentation is offered in good faith and for the guidance of bidders. Nkomazi Local Municipality does not make any representation (express or implied), or provide any warranty as to the accuracy, completeness or correctness of bid documentation. Nkomazi Local Municipality shall not be liable for any claim for loss or damage to any bidder arising from any error, misstatement or omission contained in the bid documentation or any reliance thereon.

4.4 Declaration of interest

In order to prevent allegations of favouritism or nepotism in the procurement process, bidders must complete the Declaration of Interest & Interest in the State. (T4)

4.5 Reservation of rights

- 4.5.1. Nkomazi Local Municipality reserves the right to consider all possible options during the evaluation of bids. This includes the right not to proceed with the bid, suspend or temporarily defer the bid, or not to award the bid to any bidder. No liability shall attach to Nkomazi Local Municipality in the exercising of any of these rights.
- 4.5.2. If Nkomazi Local Municipality elects not to award the bid to any bidder, it may at its sole discretion, solicit bids in such manner as it may deem necessary in its absolute and sole discretion.
- 4.5.3. Copyright of all documents, data, designs, electronic aids, programmes etc. forming part of the bid documentation or developed by Nkomazi Local Municipality, shall remain to vest in Nkomazi Local Municipality.

4.6. Queries relating to the bid

- 4.6.1. Any queries relating to a bid or any process should be addressed in writing (registered mail, facsimile or e-mail), marked for the attention to:

The person and address stated in the bid documentation

- 4.6.2. Queries will be responded to in writing, and the written query and response may be distributed to all prospective bidders who have collected the bid documentation. The names of bidders raising queries will not be made known.

4.7. Information to be provided by bidders

The onus is on the bidder to ensure that all requirements contained in the bid documentation are complied with and all information requested from the bidder is supplied.

4.8. Independent submission

By submitting a bid, each bidder certifies that –

- 4.8.1. Its bid has been submitted independently, without consultation, communication or agreement for restricting competition, with any other bidder or to any other competitor; and
- 4.8.2. No attempt has been made or will be made by the bidder to induce any other person or firm to submit a bid for the purpose of restricting competition.

4.9. Sole property of Nkomazi Local Municipality

- 4.9.1. All materials, information and data submitted by bidders shall become the sole property of Nkomazi Local Municipality, with the exception of –

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4.9.1.1. Confidential financial statements of the bidder; and

4.9.1.2. Copyright material, trade secrets or other proprietary information clearly identified as such by the bidder.

4.10. Confidentiality

4.10.1. Nkomazi Local Municipality undertakes to keep confidential all information received from any bidder which is clearly identified as confidential in the bid and which is not already public knowledge or available in the public domain or in the hands of Nkomazi Local Municipality or required to be disclosed by legal or regulatory requirements, and the bidder accordingly indemnifies Nkomazi Local Municipality against any claim or liability for its refusal to disclose the relevant information/data to any person seeking access thereto. Failure to honour such indemnity shall be deemed to be a waiver by the bidder of its right to exemption from disclosure and shall Nkomazi Local Municipality be authorised to provide a copy of the relevant information/data or any part thereof to the requester.

4.10.2. Information disclosed by Nkomazi Local Municipality is deemed as confidential and it is expected that bidders treat it as such. This includes all information which is not public knowledge or available in the public domain or required to be disclosed by legal or regulatory requirements. Bidders will be held liable for non-compliance in this regard.

4.10.3. No information of bidder shall be made available to another bidder or any person unless requested by the court of law. Bidder can be allowed to request to see his/her bid document or to seek clarity of his/her failure, but not to have access to other bidder's information.

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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)

- I hereby undertake to render services described in the attached bidding documents to (name of the 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 date of the bid.
- The following documents shall be deemed to form and be read and construed as part of this agreement:
 - Bidding documents, viz
 - Invitation to bid;
 - Proof of tax compliance status;
 - Pricing schedule(s);
 - Filled in task directive/proposal;
 - Preference claim form for Preferential Procurement in terms of the Preferential Procurement Regulations;
 - Declaration of interest;
 - Declaration of Bidder's past SCM practices;
 - Certificate of Independent Bid Determination;
 - Special Conditions of Contract;
 - General Conditions of Contract; and
 - Other (specify)
- 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.
- 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.
- I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
- I confirm that I am duly authorised to sign this contract.

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WITNESSES

.....

.....

DATE:.....

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

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**CONTRACT FORM - RENDERING OF SERVICES
PART 2 (TO BE FILLED IN BY THE PURCHASER)**

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).

An official order indicating service delivery instructions is forthcoming.

I undertake to make payment for the services rendered in accordance with the terms and conditions of the contract, within 30 (thirty)
days after receipt of an invoice.

DESCRIPTION OF SERVICE	PRICE (ALL APPLICABLE TAXES INCLUDED)	COMPLETION DATE	TOTAL PREFERENCE POINTS CLAIMED	POINTS CLAIMED FOR EACH SPECIFIC GOAL

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

SIGNED AT ON

NAME (PRINT)

SIGNATURE

WITNESSES

.....
.....
DATE:.....

OFFICIAL STAMP

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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	<i>Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector?</i> <u>(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).</u> <u>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.</u>	Yes ☐	No ☐
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.	Yes ☐	No ☐
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes ☐	No ☐

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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 ☐	No ☐
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes ☐	No ☐
4.7.1	If so, furnish particulars:		

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME)

CERTIFY THAT THE INFORMATION FURNISHED ON THIS
DECLARATION FORM TRUE AND CORRECT.

I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT, ACTION MAY BE TAKEN AGAINST ME SHOULD
THIS DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

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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:

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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;

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- (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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1. I/We hereby bid to supply all or any of the supplies and/or to bid all or any of the services as described and required in the bid documentation to Nkomazi Local Municipality, on the terms and conditions and in accordance with the specifications as stipulated in the bid documentation (which bid documentation shall be taken as part of, and incorporated into, this bid) at the prices and delivery periods as required therein.
2. I/We agree that –
the offer herein contained shall remain binding on me/us and open for acceptance by Nkomazi Local Municipality during the validity period indicated in the bid documentation, which period shall be calculated from the closing time of the bid;
3. this bid and its acceptance shall be subject to the Standard Terms and Conditions of Bid [T 5] which are contained in this bid documentation and with which contents I am/we are fully acquainted with;
4. if I/we withdraw my/our bid within the validity period of the bid for which I/we have agreed that the bid shall remain open for acceptance, or fail to fulfil the contract when called upon to do so, Nkomazi Local Municipality may, without prejudice to any other remedies at its disposal, agree to the withdrawal or cancellation of the bid or contract that may have been entered into and I/we will then pay to Nkomazi Local Municipality any additional expense incurred by Nkomazi Local Municipality having to either accept any less favourable bid, or if fresh bids have to be invited, the additional expenditure incurred by the invitation of fresh bids and by the subsequent acceptance of any less favourable bid;
5. if my/our bid is accepted the acceptance may be communicated to me/us by letter by ordinary post or registered post and that the Post Office shall be regarded as my/our agent, and delivery of such acceptance to the Post Office shall be treated as a delivery to me/us;
6. The law of the Republic of South Africa shall govern the contract created by the acceptance of my/our bid and that I/we choose our *domicilium citandi et executandi* in the Republic at:

.....
7. I/We furthermore confirm that I/we have satisfied myself/ourselves as to the correctness and validity of my/our bid and that the prices and scope of work bided cover all my/our obligations in terms of the bid documentation and that I/we accept that any mistakes regarding prices or calculations will be at my/our risk.
8. I/We hereby accept full responsibility for the proper execution and due fulfilment of all obligations and conditions devolving on me/us under this contract as the principal bidder liable for the contract.
9. I/We agree that any action arising from this contract may in all respects be instituted against me/us and I/we hereby undertake to satisfy fully any judgment obtained against me/us as a result of such action.

Signature Tender/Bid no.....

Capacity

Duly authorised to sign on behalf of
.....

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LETTER OF TENDER (FORM OF OFFER)**T9**

The Municipal Manager
Nkomazi Municipality
Private Bag X 101
Malalane
1320

Sir/Madam

CONTRACT NO: NKO:29/2026 TENDER FOR THE APPOINTMENT OF A PANEL OF LEGAL SERVICE PROVIDERS TO RENDER PROFESSIONAL LEGAL SERVICES TO NKOMAZI LOCAL MUNICIPALITY FOR A PERIOD OF THIRTY-SIX (36) MONTHS

DATE OF PUBLICATION OF TENDERS	CLOSING DATE AND TIME FOR SUBMISSION OF TENDERS	THIS TENDER HOLDS GOOD FOR ACCEPTANCE UNTIL
05/08/2026	08/09/2026	90 days

❖ **Category A: Public and Municipal Law**

1. Having examined the documents for the execution of the above-mentioned Project as well as any addenda subsequently issued, I/we the undersigned offer to tender for the appointment of a panel of legal service providers to render professional legal services to Nkomazi local municipality for a period of thirty-six (36) months

conformity with the above-said documents and addenda, for the sum of -

.....
.....

(R.....) * Excluding VAT

or such other sum as may be determined in accordance with the general conditions of contract and the tender rules applicable to this contract, as well as the conditions included in this form of tender.

❖ **Category B: Town Planning and Environmental Law**

Having examined the documents for the execution of the above-mentioned Project as well as any addenda subsequently issued, I/we the undersigned offer to tender for the appointment of a panel of legal service providers to render professional legal services to Nkomazi local municipality for a period of thirty-six (36) months

conformity with the above-said documents and addenda, for the sum of -

.....
.....

(R.....) * Excluding VAT

or such other sum as may be determined in accordance with the general conditions of contract and the tender rules applicable to this contract, as well as the conditions included in this form of tender.

100

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❖ **Category C: Conveyancing and Notarial Registrations: General and Specialized**

Having examined the documents for the execution of the above-mentioned Project as well as any addenda subsequently issued, I/we the undersigned offer to tender for the appointment of a panel of legal service providers to render professional legal services to Nkomazi local municipality for a period of thirty-six (36) months

conformity with the above-said documents and addenda, for the sum of -

.....

.....

(R.....) * Excluding VAT

or such other sum as may be determined in accordance with the general conditions of contract and the tender rules applicable to this contract, as well as the conditions included in this form of tender.

❖ **Category D: Labour Law**

Having examined the documents for the execution of the above-mentioned Project as well as any addenda subsequently issued, I/we the undersigned offer to tender for the appointment of a panel of legal service providers to render professional legal services to Nkomazi local municipality for a period of thirty-six (36) months

conformity with the above-said documents and addenda, for the sum of -

.....

.....

(R.....) * Excluding VAT

or such other sum as may be determined in accordance with the general conditions of contract and the tender rules applicable to this contract, as well as the conditions included in this form of tender

❖ **Category E: Commercial Law**

Having examined the documents for the execution of the above-mentioned Project as well as any addenda subsequently issued, I/we the undersigned offer to tender for the appointment of a panel of legal service providers to render professional legal services to Nkomazi local municipality for a period of thirty-six (36) months

conformity with the above-said documents and addenda, for the sum of -

.....

.....

(R.....) * Excluding VAT

or such other sum as may be determined in accordance with the general conditions of contract and the tender rules applicable to this contract, as well as the conditions included in this form of tender

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❖ **Category F: Insurance Law**

Having examined the documents for the execution of the above-mentioned Project as well as any addenda subsequently issued, I/we the undersigned offer to tender for the appointment of a panel of legal service providers to render professional legal services to Nkomazi local municipality for a period of thirty-six (36) months

conformity with the above-said documents and addenda, for the sum of -

.....
.....

(R.....) * Excluding VAT

or such other sum as may be determined in accordance with the general conditions of contract and the tender rules applicable to this contract, as well as the conditions included in this form of tender

❖ **Category G: Eviction Services**

Having examined the documents for the execution of the above-mentioned Project as well as any addenda subsequently issued, I/we the undersigned offer to tender for the appointment of a panel of legal service providers to render professional legal services to Nkomazi local municipality for a period of thirty-six (36) months

conformity with the above-said documents and addenda, for the sum of -

.....
.....

(R.....) * Excluding VAT

or such other sum as may be determined in accordance with the general conditions of contract and the tender rules applicable to this contract, as well as the conditions included in this form of tender

2. I/We acknowledge that all the certificates, schedules and forms included in this document for completion by the Tenderer have been fully completed by me/us and form part of my/our tender.
3. I/We undertake to complete and deliver the whole of the Project comprised in this contract within 36 months including the holidays during December and January and any other specified non-working days, calculated from the commencement day of supervision.
4. In the event of my/our not completing the whole of the works within the period tendered by me/us in paragraph 3 hereof, I/we agree to pay the Employer, as a penalty for such default, the sum stated in the Appendix to Tender for each calendar day or part thereof in excess of my/our tendered time for completion and the Employer may, without prejudice to any other method of recovery, deduct such sum monthly from any monies due or to become due to me/us.
5. If my/our tender is accepted, I/we undertake -

To sign the form of agreement included in this document within a period of twenty-one (21) days of receipt of written acceptance of my/our tender subject to the prior provision of the approved contract guarantee by me/us.

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6. I/We agree to abide by this tender for a period of ninety (90) days from the closing date fixed for the submission of tenders, and it shall remain binding upon me/us and may be accepted at any time before expiry of that period.
7. Unless and until a formal agreement is prepared and executed, this tender, together with the written acceptance thereof, shall constitute a binding contract between us and shall be deemed for all purposes to be the contract agreement.
8. In the event of there being any arithmetical errors in the priced bill of quantities, I/we agree to their being corrected, the rates being taken as correct.
9. I/We understand that you are not bound to accept the lowest or any particular tender you may receive, and that you shall not defray any expenses incurred by me/us in tendering.
10. I/We agree and undertake to commence the abovementioned Project within seven (7) days from the date on which the Project has been handed over to me/us by a written instruction from the Employer.
11. I/We declare that, notwithstanding anything contained in a covering letter to this tender, this tender is submitted entirely without qualifications.
12. I/We choose *domicilium citandi et executandi* at -

.....

in the Republic of South Africa.

Yours faithfully

SIGNED ON BEHALF OF TENDERER

NAME OF SIGNATORY (IN CAPITALS):

SIGNED ON THIS THEDAY OFIN THE YEAR OF.....

ON BEHALF OF:

ADDRESS.....

TELEPHONE NUMBER

FAX NUMBER:

WITNESS 1:

NAME IN CAPITALS:

WITNESS 2:

NAME IN CAPITALS:

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1. SERVICES PRICING SCHEDULE**1.1 WORK PACKAGE (A): PUBLIC AND MUNICIPAL LAW**

❖ **NB: all costing are to be taken as inclusive per the technical specification.**

1.1.1 PRICING INTRUCTIONS

1.1.1.1 Tenderers must complete all applicable pricing items.

1.1.1.2 Prices must be quoted in South African Rand inclusive of all disbursements unless otherwise indicated

1.1.1.3 The Municipality reserves the right to negotiate fees where matters are complex, urgent, specialized, or of high value.

1.1.1.4 Fees shall be aligned, where applicable, with:

- The provisions of the Legal Practice Act 28 of 2014;
- Applicable court tariffs;
- Rules Board tariffs;
- Taxing Master guidelines;
- Magistrates' Court tariffs;
- High Court tariffs;
- Prescribed or regulated tariffs issued by competent authorities.

1.1.2 The Municipality shall only pay for work actually performed upon submission of valid invoices and supporting documentation.

1.1.3 Travelling and accommodation expenses shall only be payable where prior written approval has been obtained.

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ITEM	SCRIPTION OF SERVICE	UNIT PER HOUR	YEAR (1)	YEAR (2)	YEAR (3)	TOTAL
1	Senior Director / Senior Counsel hourly rate	Per Hour				
2	Director / Partner hourly rate	Per Hour				
3	Senior Associate hourly rate	Per Hour				
4	Associate / Professional Assistant hourly rate	Per Hour				
5	Candidate Legal Practitioner hourly rate	Per Hour				
6	Consultation fees	Per Consultation				
7	Drafting of legal opinions	Per Matter				
8	Drafting of policies, by-laws and regulations	Per Matter				
9	Drafting and vetting contracts and SLA's	Per Matter				
10	Attendance at Council / Committee meetings	Per Attendance				
11	Litigation in Magistrates' Court	Per Matter / Court Appearance				
12	Litigation in High Court	Per Matter / Court Appearance				
13	Constitutional / Review Applications	Per Matter				
14	Urgent Applications	Per Matter				
15	Disciplinary hearings and investigations	Per Matter				
16	Procurement and SCM advisory services	Per metter				
17	Legal research and compliance advisory	Per Matter				
18	Attendance to mediations/arbitrations	Per Attendance				
19	Preparation of pleadings and notices	Per Document				
20	Travel time	Per hour				
21	Kilometer rate	Per KM				
TOTAL						

1.1.4 PRESCRIBED / REGULATED FEES AND TARIFFS

The following fees shall be charged strictly in accordance with prescribed legislation, gazetted tariffs, or regulated tariffs applicable at the time the service is rendered:

No	ITEM	PRESCRIBED/ REGULATED FEE	YEAR (1)	YEAR (2)	YEAR (3)	TOTAL
1	Sheriff fees	As prescribed by the Sheriff's tariff				
2	Advocate fees	As agreed, and/or taxed				
3	Court filing fees	As prescribed by Court Rules				

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4	Taxing Master fees	As prescribed				
4	Deeds Office fees	As gazetted				
5	Conveyancing tariffs	In accordance with applicable LSSA guidelines				
6	Notarial fees	As per applicable tariff guidelines				
7	Transcription services	Actual cost incurred				
8	Expert witness fees	Actual approved cost				
9	Counsel consultation fees	Actual approved cost				
10	Municipal tariff-related litigation costs	Subject to applicable legislation and tariffs				
11	Service of process fees	Sheriff prescribed tariffs				
12	Regulatory application fees	Actual cost incurred				
TOTAL						

1.1.5 DISBURSEMENTS

❖ The following disbursements shall only be recoverable at actual cost and where reasonably incurred:

1.1.5.1 Courier services;

1.1.5.2 Postage;

1.1.5.3 Printing and photocopying;

1.1.5.4 Travel and accommodation;

1.1.5.5 Sheriff fees;

1.1.5.6 Advocate fees;

1.1.5.7 Expert reports;

1.1.5.8 Deeds Office charges;

1.1.5.9 Company and Intellectual Property Commission (CIPC) fees;

1.1.5.10 Regulatory filing fees;

1.1.5.11 Revenue stamp duties where applicable;

1.1.5.12 Transcription costs.

❖ All disbursements exceeding **R5 000.00** must receive prior written approval from the Municipality.

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1.1.7 FIXED FEE OPTION (OPTIONAL)

❖ Tenderers may provide fixed-fee proposals for repetitive municipal legal services.

No	SERVICES	FIXED FEE EXCL VAT
1	Drafting standard contracts	
2	Drafting legal opinions	
3	Standard eviction applications	
4	Debt recovery matters	
5	By-law drafting	
6	SCM advisory review	
7	Council resolution vetting	

1.1.8 CONDITIONS APPLICABLE TO FEES

1.1.8.1 The Municipality reserves the right to:

- negotiate reduced rates;
- request capped fees;
- request fixed-fee quotations for specific matters;
- benchmark fees against prevailing legal industry tariffs.

1.1.8.2 No payment shall be made for unauthorized work.

1.1.8.3 Where fees are prescribed by legislation, court rules, gazetted tariffs, or regulatory authorities, such prescribed fees shall prevail over quoted rates.

1.1.9 CONDITIONS APPLICABLE TO FEES

1.1.9.1 I/We hereby certify that:

1.1.9.2 the pricing submitted is true and correct;

1.1.9.3 all prescribed tariffs and regulated fees shall be applied lawfully;

1.1.9.4 no hidden costs shall be charged to the Municipality;

1.1.9.5 all fees comply with applicable legislation and professional rules.

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	PRICING SUMMARY	TOTAL
1.	YEAR 1	
2.	YEAR 2	
3.	YEAR 3	
	SUB TOTAL	
	VAT	
	TOTAL	

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1.2 WORK PACKAGE (B): TOWN PLANNING AND ENVIRONMENTAL LAW

1.2.1 Regulated/Prescribed Fees

- ❖ Where fees are prescribed or regulated by legislation, court rules, municipal tariffs, professional councils, or gazette tariffs, such fees shall apply.
- ❖ These include:
 - 1.2.1.1 Court tariffs;
 - 1.2.1.2 Sheriff fees;
 - 1.2.1.3 Advocate fees where regulated;
 - 1.2.1.4 Deeds Office fees;
 - 1.2.1.5 Municipal planning application tariffs;
 - 1.2.1.6 Environmental application fees;
 - 1.2.1.7 Advertising costs;
 - 1.2.1.8 GIS and zoning certificate charges;
 - 1.2.1.9 SPLUMA application tariffs;
 - 1.2.1.10 Environmental authorization application charges.

1.2.2 Inclusive and Exclusive Costs

- ❖ All professional fees must clearly indicate:
 - Whether VAT is included or excluded;
 - Whether disbursements are included or excluded;
 - Whether travelling and accommodation are separately chargeable.

1.2.3 Disbursements

- ❖ Disbursements shall be recoverable at actual cost and may include:
 - 1.2.3.1 Counsel fees;

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1.2.3.2 Expert consultant fees;

- 1.2.3.4 Environmental specialist reports;
- 1.2.3.5 Town planning specialist reports;
- 1.2.3.6 Surveyor fees;
- 1.2.3.7 Advertising costs;
- 1.2.3.8 Sheriff fees;
- 1.2.3.9 Court filing fees;
- 1.2.3.10 GIS and mapping fees;
- 1.2.3.11 Deeds Office search fees;
- 1.2.3.12 Public participation expenses

ITEM	SCRIPTION OF SERVICE	UNIT PER HOUR	RATE VAT EXCL	YEAR (1)	YEAR (2)	YEAR (3)	TOTAL
1	Senior Director/Partner	Per Hour					
2	Director /Specialist Attorney	Per Hour					
3	Senior Associate hourly rate	Per Hour					
4	Associate Attorney	Per Hour					
5	Candidate Attorney	Per Hour					
6	Paralegal / Legal Administrator	Per Hour					
7	Consultation and Legal Opinions	Per Hour					
8	Drafting of Legal Notices and Compliance Notices	Per Document					
9	Drafting of SPLUMA Compliance Documentation	Per Matter					
10	Rezoning Applications Support and Advisory	Per Matter					

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11	Township Establishment Legal Advisory	Per Matter					
12	Subdivision and Consolidation Legal Services	Per Matter					
13	Consent Use Applications	Per Matter					
14	Removal of Restrictive Conditions	Per Matter					
15	Appeals and Objections in terms of SPLUMA	Per Matter					
16	Environmental Compliance Advisory	Per Matter					
17	Environmental Litigation	Per Matter					
18	Land Use Enforcement Proceedings	Per Attendance					
19	Illegal Land Use and Building Enforcement	Per Metter					
20	Court Appearances – Magistrate Court	Per Attendance					
21	Kilometer rate	Per Attendance					
22	Court Appearances – High Court	Per Attendance					
23	Tribunal Hearings and Planning Appeals	Per document					
24	Drafting Affidavits and Pleadings	Per Attendance					
25	Attendance at Council / Committee Meetings	Per Meeting					
26	Urgent Interdicts and Enforcement Applications	Per Metter					
27	Travel Time	Per Hour					
28	Kilometer Rate	Per KM					
TOTAL							

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1.2.4 Prescribed/Regulated Tariffs and Fees

The following costs shall be charged in accordance with applicable legislation, gazette tariffs, municipal tariffs, or actual cost:

No	DESCRIPTION	BASIS FOR CHARGE	YEAR (1)	YEAR (2)	YEAR (3)	TOTAL
1	Municipal planning application fees	Municipality approved tariffs				
2	SPLUMA application fees	Municipal tariff schedule				
3	Rezoning application fees	Municipal approved tariff				
4	Subdivision and consolidation fees	Municipal tariff				
4	Environmental authorization application fees	Government prescribed fees				
5	Advertising costs	Actual cost				
6	Newspaper publication fees	Actual cost				
7	Site notices	Actual cost				
8	GIS mapping and zoning certificates	Municipal tariffs				
9	Deeds Office searches	Prescribed fee				
10	Sheriff fees	Regulated tariff				
11	Court filing fees	Court tariff				
12	Advocate fees	Actual agreed or guideline tariff				
13	Expert environmental consultants	Actual cost				
14	Land surveyor fees	SACAP / professional tariff				
15	Town planner fees	SACPLAN guideline tariffs				
TOTAL						

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1.2.5 Breaches of Law/Enforcement Matters Covered

❖ The pricing schedule must accommodate legal services arising from:

- 1.2.5.1 Illegal land use;
- 1.2.5.2 Unauthorized developments;
- 1.2.5.3 Contraventions of SPLUMA;
- 1.2.5.4 Contraventions of municipal planning by-laws;
- 1.2.5.5 Environmental pollution and degradation;
- 1.2.5.6 Illegal dumping;
- 1.2.5.7 Unauthorized building works;
- 1.2.5.8 Encroachments;
- 1.2.5.9 Failure to comply with environmental authorizations;
- 1.2.5.10 Contraventions of NEMA;
- 1.2.5.11 Heritage and conservation violations;
- 1.2.5.12 Illegal occupation and land invasion linked to planning enforcement

1.2.6 Conditions of Pricing and Bidder Declaration

- 1.2.6.1 The Municipality reserves the right to negotiate rates.
- 1.2.6.2 No payment shall be made for work not authorized by the Municipality.
- 1.2.6.3 All disbursements must be supported by proof of expenditure.
- 1.2.6.4 The Municipality does not guarantee any minimum value of work.

1.2.7 Conditions of Pricing and Bidder Declaration

- 1.2.7.1 The pricing submitted is fair and market-related;
- 1.2.7.2 Prescribed tariffs and regulated fees shall apply where applicable;

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- 1.2.7.3 All prices exclude/include VAT as indicated;
- 1.2.6.8 The bidder understands the scope of work and pricing obligations.

	PRICING SUMMARY	TOTAL
1.	YEAR 1	
2.	YEAR 2	
3.	YEAR 3	

SUB TOTAL	
VAT	
TOTAL	

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1.2 WORK PACKAGE (C): CONVEYANCING AND NOTARIAL REGISTRATIONS: GENERAL AND SPECIALIZED: WORK PACKAGE

1.3.1 Pricing Instructions

1.3.1.1 Tenderers must complete all applicable pricing items contained in this schedule.

1.3.1.4 Prices must be quoted in South African Rand inclusive of all disbursements unless otherwise stated.

1.3.1.5 VAT must be indicated separately where applicable.

1.3.1.6 The Municipality reserves the right to negotiate fees in accordance with:

- prescribed tariffs;
- applicable legislation;
- court tariffs;
- guidelines issued by the Legal Practice Council;
- the Law Society of South Africa conveyancing guidelines; and
- any gazetted or regulated conveyancing and notarial fee structures.

1.3.1.7 Where fees are prescribed by legislation, regulation, tariff, court rule, or government notice, such fees shall apply notwithstanding any amount tendered.

1.3.1.8 Professional fees must include consultation, drafting, attendances, correspondence, electronic communication, and reporting unless separately provided for.

1.3.1.9 Disbursements shall only be recoverable where:

- actually, and necessarily incurred;
- supported by proof; and
- approved by the Municipality where required.

1.3.1.10 No contingency, success, or percentage-based fee arrangements shall be permitted unless legally permissible and approved in writing by the Municipality.

1.3.1.11 The Municipality may appoint service providers on a rotational, quotation, or project-specific basis.

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1.3.2 Professional Fees

1.3.2.1 General Conveyancing Services

ITEM	DESCRIPTION OF SERVICE	UNIT PER HOUR	RATE VAT EXCL	YEAR (1)	YEAR (2)	YEAR (3)	TOTAL
A1	Property transfers	Per matter					
A2	Registration of servitudes	Per matter					
A3	Cancellation of servitudes	Per matter					
A4	Township establishment registrations	Per matter					
A5	Consolidation of properties	Per matter					
A6	Subdivision applications and registrations	Per matter					
A7	Sectional title registrations	Per matter					
A8	Opening of sectional title registers	Per matter					
A9	Certificates of registered title	Per matter					
A10	Lost deed applications	Per matter					
A11	Deed searches and due diligence investigation	Hourly / Matter					
A12	Vesting transfers	Per matter					
A13	Endorsements against title deeds	Per endorsement					
A14	Drafting and review of conveyancing agreements	Hourly / Matter					
A15	Property-related legal opinions	Hourly					
A16	Urgent conveyancing instructions	Per Matter					
A17	Electronic lodgement coordination	Per Matter					
TOTAL							

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1.3.2.2 Specialized Property and Land Registration Matters (Specialized Conveyancing Services)

ITEM	SCRIPTION OF SERVICE	UNIT PER HOUR	RATE VAT EXCL	YEAR (1)	YEAR (2)	YEAR (3)	TOTAL
B1	Expropriation-related conveyancing	Per matter					
B2	Land restitution transfers	Per matter					
B3	State land vesting and registration	Per matter					
B4	Municipal land acquisition registrations	Per matter					
B5	Public-private partnership property transactions	Per matter					
B6	Infrastructure servitude registrations	Per matter					
B7	Long-term lease registrations	Per registration					
B8	Mineral and pipeline servitudes	Per matter					
B9	Renewable energy land rights registrations	Per matter					
B10	Rectification transfers and deeds	Per matter					
B11	Court-order driven registrations	Per matter					
B12	High-volume transfer projects	Per project					
B13	Informal settlement regularisation conveyancing	Per project					
B14	Land claims and communal property registrations	Per matter					
TOTAL							

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1.3.2.3 Notarial Registration and Authentications (Notarial Services)

ITEM	SCRIPTION OF SERVICE	UNIT PER HOUR	RATE (VAT EXCL)	YEAR (1)	YEAR (2)	YEAR (3)	TOTAL
C1	Drafting and execution of notarial deeds	Per deed					
C2	Registration of notarial bonds	Per bond					
C3	Cancellation of notarial bonds	Per Matter					
C4	Authentication of documents for local use	Per Document					
C5	Authentication for international use/apostille support	Per Document					
C6	Notarial cessions	Per matter					
C7	Registration of usufructs and habitatio rights	Per matter					
C8	Registration of praedial servitudes	Per matter					
C9	Registration of personal servitudes	Per matter					
C10	Drafting notarial leases	Per matter					
C11	Antenuptial contract registrations	Per contract					
C12	Notarial certifications and witnessing	Per Document					
C13	Special notarial conditions and endorsements	Per matter					
TOTAL							

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1.3.2.4 Ancillary Property Litigation Support (Litigation and Dispute Related Property Work)

ITEM		UNIT PER HOUR	RATE (VAT EXCLU)	YEAR (1)	YEAR (2)	YEAR (3)	TOTAL
D1	Eviction-related conveyancing support	Hourly					
D2	Property dispute consultations	Hourly					
D3	Court attendance relating to conveyancing matters	Per appearance					
D4	Mediation and settlement facilitation	Hourly					
D5	Drafting affidavits and supporting documents	Per document					
	TOTAL						

1.3.2.5 Disbursements and Third-Party Costs

No	DESCRIPTION	BASIS FOR CHARGE	YEAR (1)	YEAR (2)	YEAR (3)	TOTAL
E1	Deeds Office fees	At prescribed tariff				
E2	Transfer duty	As prescribed by legislation				
E3	Rates clearance certificate fees	Actual cost				
E4	Revenue authority charges	Actual cost				
E4	Revenue authority charges	Actual cost				
E5	Surveyor-General fees	Prescribed tariff				
E6	Sheriff fees	Court tariff				
E7	Postage and courier	Actual cost				
E8	Electronic searches	Actual cost				
E9	Valuation fees	Actual cost				
E10	Town planning compliance certificates	Actual cost				
E11	Advertising costs	Actual cost				
E12	Counsel/advocate fees (where approved)	As agreed, /approved				
E13	Translation costs	Actual cost				

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E14	Travel and accommodation outside municipal jurisdiction	Approved AA rates / actual cost				
TOTAL						

1.3.2.6 Professional Staff Rates (Hourly Rates for Additional Professional Services)

No	CATEGORY	HOUR RATE (Vat EXCLU)	YEAR (1)	YEAR (2)	YEAR (3)	TOTAL
1	Director / Senior Conveyancer					
2	Conveyancer					
3	Notary Public					
4	Senior Associate					
5	Associate Attorney					
6	Candidate Attorney					
7	Paralegal / Conveyancing Secretary					
8	Administrative Support					
TOTAL						

1.3.2.7 Prescribed or Regulated Fees

❖ The following regulated or prescribed fee frameworks shall apply where relevant:

1.3.2.7.1 Deeds Office fees prescribed under the:

1.3.2.7.2 Department of Agriculture, Land Reform and Rural Development regulations and tariffs.

1.3.2.7.3 Transfer duty payable in terms of the:

- South African Revenue Service requirements.

1.3.2.7.4 Conveyancing and notarial fees guided by:

- the recommended tariff guidelines of the Legal Practice Council;
- conveyancing practice norms applicable in South Africa; and

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- any applicable gazetted tariffs.

1.3.2.7.5 Sheriff tariffs prescribed under:

- Rules regulating the tariffs of fees of Sheriffs.

1.3.2.7.6 Counsel fees:

- subject to prior written municipal approval.

1.3.2.8 Declaration by Tenderer

1.3.2.8.1 The pricing submitted is true and correct;

1.3.2.8.2 The fees comply with applicable legislation and professional rules;

1.3.2.8.3 No prohibited fee-sharing arrangement exists;

1.3.2.8.4 Regulated tariffs will be adhered to where applicable; and

1.3.2.8.5 All disbursements will be supported by documentary proof.

	PRICING SUMMARY	TOTAL
1.	YEAR 1	
2.	YEAR 2	
3.	YEAR 3	

SUB TOTAL	
VAT	
TOTAL	

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1.3 WORK PACKAGE (D): LABOUR LAW

1.4.1 General Pricing Principles

- Tenderers must provide rates inclusive of all professional fees, consultations, drafting, preparation, travel within municipal jurisdiction, attendances, and administrative overheads unless specifically excluded.

1.4.1.1 Disbursements shall only be recoverable where:

- actually, and necessarily incurred;
- supported by proof;
- pre-approved by the Municipality where applicable.

1.4.1.2 No contingency fees shall be permitted unless specifically authorised in terms of the Contingency Fees Act.

1.4.1.3 Fees regulated by legislation, court tariff, bargaining council tariff, CCMA tariff, taxation rules, or any applicable practice directive shall not exceed such prescribed tariff unless approved in writing by the Municipality.

1.4.1.4 The Municipality reserves the right to:

- negotiate fees;
- benchmark against State Attorney tariffs;
- subject bills to taxation or assessment;
- reject excessive, duplicated, or irregular charges.

1.4.1.5 Fees for CCMA and Labour Court matters must comply with applicable rules relating to recoverable legal costs and taxation.

1.4.2 Pricing Schedule Table

ITEM	SCRIPTION OF SERVICE	UNIT PER HOUR	RATE VAT EXCLU	YEAR (1)	YEAR (2)	YEAR (3)	TOTAL
1	General labour law opinion	Per hour					
2	Senior director/partner consultations	Per hour					

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3	Professional assistant consultations	Per hour					
4	Candidate attorney/paralegal work	Per hour					
5	Drafting disciplinary notices	Per item					
6	Drafting charge sheets	Per item					
7	Chairing disciplinary hearings	Per hearing/day					
8	Initiating incapacity proceedings	Per matter					
9	Poor performance hearings	Per matter					
10	Misconduct investigations	Per hour/day					
11	Drafting investigation reports	Per report					
12	Suspension advice and notices	Per matter					
13	Grievance handling and investigations	Per matter					
14	Employment contract drafting	Per contract					
15	Collective bargaining advice	Per hour					
16	Strike interdicts	Per matter					
17	Urgent Labour Court applications	Per matter					
18	Labour Court appearances	Per appearance/day					
19	CCMA conciliation attendance	Per attendance					
20	CCMA arbitration attendance	Per day					
21	Bargaining Council appearances	Per attendance/day					
22	Drafting affidavits	Per affidavit					
23	Drafting heads of argument	Per matter					
24	Review applications (Labour Court)	Per matter					
25	Rescission applications	Per matter					
26	Opinion on collective agreements	Per opinion					
27	Employment equity compliance advice	Per hour					
28	Skills development and training law advice	Per hour					
29	Drafting workplace policies	Per policy					

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30	POPIA-related employment advice	Per hour					
31	Retrenchment processes (s189/s189A)	Per matter					
32	Facilitation of consultations	Per session					
33	Training workshops	Per session/day					
34	Travel outside municipal jurisdiction	Per kilometre					
35	Accommodation and subsistence	Actual cost					
TOTAL							

1.4.3 Prescribed/Regulated Fees

The following fees and tariffs shall apply where prescribed by law or regulation:

1.4.3.1 CCMA Fees and Tariffs

- Fees chargeable by the CCMA shall be governed by the Labour Relations Act and the CCMA tariff framework as gazetted from time to time.
-

1.4.3.2 Recoverable Legal Costs

- ❖ Where costs are awarded in CCMA proceedings:
 - recoverable legal fees shall be limited to applicable statutory or CCMA tariff limitations;
 - taxation or assessment may apply.
 -

1.4.3.3 Labour Court Costs

- ❖ Labour Court costs shall be subject to:
 - Labour Court Rules;
 - applicable practice directives;
 - taxation by the Taxing Master;
 - principles of law and fairness.

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1.4.3.4 Statutory Employment Compliance

- ❖ Advice relating to:
 - Basic Conditions of Employment Act;
 - Labour Relations Act;
 - Employment Equity Act;
 - National Minimum Wage Act;
- Occupational Health and Safety Act;
- ❖ must align with prevailing legislation and gazetted determinations.

1.4.4 Prescribed/Regulated Fees

- ❖ Recoverable disbursements may include:
 - sheriff fees;
 - advocate fees (with prior approval);
 - correspondent attorney fees;
 - travelling and accommodation;
 - transcription costs;
 - court filing fees;
 - taxation fees;
 - expert witness fees.
- ❖ No mark-up shall be permitted on disbursements.

1.4.5 Prohibited Billig Practices

- ❖ The following shall constitute irregular or prohibited billing:

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- duplicate charging for the same attendance;
 - charging attorney and correspondent attendance simultaneously without justification;
 - inflated travel claims;
 - charging for unnecessary consultations;
 - charging above regulated tariffs without approval;
 - charging administrative overheads separately;
 - contingency billing without statutory compliance;
 - charging for work not performed.
- ❖ Any such conduct may result in:
- cancellation of appointment;
 - recovery proceedings;
 - blacklisting processes;
 - reporting to the relevant Law Society or Legal Practice Council.

1.4.6 Preferential Pricing Model (Optional)

- ❖ The Municipality may evaluate pricing using:
- capped hourly rates;
 - blended hourly rates;
 - fixed-fee labour packages;
 - stage-based pricing;
 - maximum recoverable litigation caps.

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	PRICING SUMMARY	TOTAL
1.	YEAR 1	
2.	YEAR 2	
3.	YEAR 3	

SUB TOTAL	
VAT	
TOTAL	

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1.5 WORK PACKAGE (E): COMMERCIAL LAW)

1.5.1 Applicable Legislation and Regulated Prescribed Fee

❖ The successful bidder shall comply with all applicable legislation and tariffs governing legal fees, including but not limited to:

1.5.1.1 Legal Practice Council Rules and Guidelines;

1.5.1.2 Rules Board for Courts of Law tariffs;

1.5.1.3 Uniform Rules of Court;

1.5.1.4 Magistrates' Courts Act and Rules;

1.5.1.5 Institution of Legal Proceedings Against Certain Organs of State Act;

1.5.1.6 Municipal Finance Management Act, 56 of 2003 ("MFMA");

1.5.1.7 Local Government: Municipal Systems Act, 32 of 2000;

1.5.1.8 Local Government: Municipal Structures Act, 117 of 1998;

1.5.1.9 Preferential Procurement Policy Framework Act;

1.5.1.10 Constitution of the Republic of South Africa, 1996;

1.5.1.11 Contingency Fees Act, 66 of 1997 (where applicable and approved);

1.5.1.12 Legal Practice Act, 28 of 2014.

1.5.2 Important Pricing Instructions

❖ Bidders must complete all applicable pricing items.

1.5.2.1 All prices must be inclusive of disbursements unless specifically excluded.

1.5.2.2 VAT must be indicated separately where applicable.

1.5.2.3 The Municipality reserves the right to negotiate rates in terms of applicable SCM legislation and regulations.

1.5.2.4 No payment will be made for work not authorized through an official municipal instruction.

1.5.2.5 Court tariffs and prescribed costs applicable by law shall apply where recoverable from third parties.

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1.5.2.6 The Municipality shall not be liable for inflated attorney-and-client costs unless specifically authorized.

1.5.2.7 Failure to disclose regulated tariffs or prescribed fees may result in disqualification.

1.5.3 Important Pricing Instructions

ITEM	SCRIPTION OF SERVICE	UNIT PER HOUR	RATE VAT EXCLU	YEAR (1)	YEAR (2)	YEAR (3)	TOTAL
A1	Senior Director / Partner	Per hour					
A2	Director / Partner	Per hour					
A3	Senior Associate	Per hour					
A4	Associate Attorney	Per hour					
A5	Junior Attorney / Candidate Attorney Supervised Work	Per item					
A6	Paralegal / Legal Administrator	Per item					
A7	Consultation and Legal Opinions	Per hearing/day					
A8	Drafting of Legal Correspondence	Per letter					
A9	Drafting of Commercial Agreements	Per agreement					
A10	Review of Contracts and SLAs	Per agreement					
A11	Due Diligence Investigations	Per agreement					
A12	Legal Risk Assessment Reports	Per report					
A13	Board / Council Advisory Services	Per hour					
A14	Attendance at Negotiations	Per meeting					
A15	Attendance at Municipal Committees	Per meeting					
A16	Contract Management Advisory Services	Per hour					
A17	Procurement and Tender Advisory Services	Per hour					

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A18	Drafting Memoranda of Understanding (MOUs)	Per document					
A19	Drafting Public-Private Partnership Agreement	Per agreement					
A20	Drafting Lease Agreements	Per agreement					
A21	Drafting Service Level Agreements	Per agreement					
A22	Drafting Settlement Agreements	Per agreement					
A23	Legal Compliance Opinions	Per opinion					
A24	Mediation / Alternative Dispute Resolution	Per hour					
A25	Arbitration Proceedings	Per day					
TOTAL							

1.5.4 Litigation-Related commercial Services

ITEM	DESCRIPTION OF SERVICE	UNIT PER HOUR	RATE VAT INCL	YEAR (1)	YEAR (2)	YEAR (3)	TOTAL
B1	Drafting Summons / Particulars of Claim	Per document					
B2	Drafting Pleadings	Per document					
B3	Drafting Notices and Applications	Per document					
B4	Court Appearance: High Court	Per appearance					
B5	Court Appearance: Magistrate Court	Per appearance					
B6	Counsel Consultation Attendance	Per consultation					
B7	Trial Preparation	Per hour					
B8	Discovery and Inspection	Per matter					
B9	Opinion by Senior Counsel	Per opinion					
B10	Debt Recovery and Commercial Collections	% or tariff basis					
TOTAL							

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1.5.5 Prescribed/Regulated Disbursements

❖ Disbursements shall be charged strictly in accordance with actual cost and/or prescribed tariffs where applicable.

No	DESCRIPTION	BASIS	YEAR (1)	YEAR (2) (in case reviewed)	YEAR (3) (In case reviewed)	TOTAL
C1	Sheriff Fees	Prescribed tariff				
C2	Advocate Fees	As agreed, / applicable Bar tariffs				
C3	Court Filing Fees	Actual cost				
C4	Company and Intellectual Property Commission (CIPC) searches	Actual cost				
C5	Deeds Office Searches	Prescribed tariff				
C6	Travel and Accommodation	AA rates / actual cost				
C7	Courier Services	Actual cost				
C8	Postage and Telecommunication	Actual cost				
C9	Photocopying and Printing	Per page				
C10	Commissioning / Notary Charges	Prescribed tariff				
C11	Electronic Legal Research	Actual cost where approved				
C12	Transcript Fees	Actual cost				
TOTAL						

1.5.6 Special Conditions Relating to Commercial Law Services

❖ The appointed service provider may be required to provide legal services relating to:

1.5.6.1 Commercial contracts;

1.5.6.2 Public-private partnerships;

1.5.6.3 Municipal entities;

1.5.6.4 Supply chain management disputes;

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- 1.5.6.5 Procurement law;
- 1.5.6.6 Infrastructure and construction contracts;
- 1.5.6.7 Joint ventures;
- 1.5.6.8 Investment and funding agreements;
- 1.5.6.9 Corporate governance;
- 1.5.6.10 Regulatory compliance;
- 1.5.6.11 Revenue enhancement agreements;
- 1.5.6.12 Property development transactions;
- 1.5.6.13 Commercial litigation;
- 1.5.6.14 Debt recovery;

- 1.5.6.15 Service level agreements;
- 1.5.6.16 Negotiation and dispute resolution.

1.5.7 Basis of Appointment

- ❖ Appointment to the panel does not guarantee allocation of work.
- ❖ Instructions shall be issued at the Municipality's discretion.
- ❖ The Municipality may allocate work based on:
 - expertise;
 - experience;
 - locality;
 - transformation objectives;
 - capacity;
 - performance; and
 - value for money.

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1.5.8 Anti-Collusion and Ethical Compliance

- ❖ The bidder confirms that:
- fees are market related and competitive;
 - no collusive pricing has occurred;
 - all tariffs comply with applicable legislation and professional rules;
 - no success fee arrangement shall apply unless expressly approved and lawful.

	PRICING SUMMARY	TOTAL
1.	YEAR 1	
2.	YEAR 2	
3.	YEAR 3	

SUB TOTAL	
VAT	
TOTAL	

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1.6 WORK PACKAGE (F): INSURANCE LAW

1.6.1 OPTION A: Insurance Brokerage Services Tender

❖ Pricing Schedule

No	DESCRIPTION	UNIT	BIDDER'S % FEE	YEAR (1)	YEAR (2)	YEAR (3)	TOTAL
1	Brokerage commission on motor insurance policies	% of premium					
2	Brokerage commission on property insurance policies	% of premium					
3	Brokerage commission on liability insurance policies	% of premium					
4	Brokerage commission on engineering insurance policies	% of premium					
5	Claims administration services	% of premium					
6	Risk management advisory services	% of premium					
7	Quarterly risk assessments	% of premium					
8	Annual insurance programme review	% of premium					

❖ Mandatory Declaration

- The bidder confirms that all commissions, fees, remuneration and other consideration applicable under this contract shall comply with the Insurance Act, FAIS Act, FSCA requirements and all applicable regulations governing intermediary remuneration and binder fees.

1.6.2 OPTION B: Insurance Underwriter Tender

❖ Where the municipality is procuring insurance cover directly from insurers:

No	DESCRIPTION	YEAR (1)	YEAR (2)	YEAR (3)	TOTAL
1	Municipal Assets Insurance				
2	Public Liability Insurance				
3	Fidelity Guarantee Insurance				
4	Motor Fleet Insurance				
5	Engineering Insurance				

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6	SASRIA Cover				
7	Group Personal Accident Cover				
TOTAL					

❖ In order to ensure transparency and value for money a separate disclosure is required

- Gross Premium
- Brokerage Commission
- Binder Fees (if applicable)
- Levies
- VAT
- Net Premium

❖ **The below condition will apply in this work package**

"The successful bidder shall not charge or receive any commission, fee, brokerage, binder remuneration or other consideration in excess of that permitted by applicable insurance legislation and regulations. Full disclosure of all commissions, fees and remuneration shall be made to the Municipality."

	PRICING SUMMARY	TOTAL
1.	YEAR 1	
2.	YEAR 2	
3.	YEAR 3	

SUB TOTAL	
VAT	
TOTAL	

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1.7 WORK PACKAGE (G): EVICTION SERVICES

❖ The pricing schedule distinguishes among:

- Professional Legal Services (Attorney/Legal Practitioner Fees);
- Court Costs and Filing Fees;
- Sheriff Fees and Tariffs (regulated and prescribed);
- Disbursements; and
- Execution of Eviction Orders.

❖ The tender pricing schedule therefore provides for:

- Applicable Legislative Framework
- The service provider must comply with:
- Prevention of Illegal Eviction from and Unlawful Occupation of Land Act (PIE Act)
- Magistrates' Courts Act
- Superior Courts Act
- Legal Practice Act
- Sheriff tariffs prescribed under the Magistrates' Courts Rules and applicable tariff schedules.

1.7.1 SECTION A: PROFESSIONAL FEES

No	DESCRIPTION	UNIT	RATE (R) EXCL. VAT	YEAR (1)	YEAR (2)	YEAR (3)	TOTAL
A1	Initial consultation and case assessment	Per matter					
A2	Letter of demand	Per letter					
A3	Notice of cancellation of occupation/lease	Per notice					
A4	Drafting eviction application	Per matter					
A5	Drafting affidavits	Per affidavit					
A6	Court appearance	Per appearance					
A7	Opposed matter appearance	Per appearance					

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A8	Settlement negotiations	Per hour					
A9	Urgent eviction application	Per matter					
A10	Obtaining warrant of ejectment	Per warrant					
TOTAL							

1.7.2 SECTION B: COURT FEES

No	DESCRIPTION	BASIS	YEAR (1)	YEAR (2)	YEAR (3)	TOTAL
B1	Court filing fees	Actual Cost				
B2	Court issuing fees	Actual Cost				
B3	Certified copies	Actual Cost				
B4	Court transcription costs	Actual Cost				
TOTAL						

Note: Court fees shall be reimbursed at actual cost upon submission of proof of payment.

1.7.3 SECTION C: SHERIFF FEES (REGULATED)

No	DESCRIPTION	BASIS	YEAR (1)	YEAR (2)	YEAR (3)	TOTAL
C1	Service of notices	Prescribed Tariff				
C2	Service of eviction application	Prescribed Tariff				
C3	Service of court order	Prescribed Tariff				
C4	Service of warrant of ejectment	Prescribed Tariff				
C5	Travel charges	Prescribed Tariff				
C6	Ejectment execution charges	Prescribed Tariff				
C7	Additional occupiers removed	Prescribed Tariff				
C8	Sheriff's deposit	Actual Cost				
TOTAL						

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- ❖ Sheriff fees are regulated by the prescribed tariff and should not be subject to competitive pricing.
- ❖ Current tariff schedules provide specific fees for service, travel and execution of ejectment warrants.

1.7.4 SECTION D: DISBURSEMENTS

No	DESCRIPTION	BASIS	YEAR (1)	YEAR (2)	YEAR (3)	TOTAL
D1	Photocopies	Actual Cost				
D2	Courier services	Actual Cost				
D3	Postage	Actual Cost				
D4	Electronic communication	Actual Cost				
D5	Tracing services	Actual Cost				
D6	Advertising where required by court	Actual Cost				
TOTAL						

1.7.5 SECTION E: EXECUTION OF EVICTION ORDER

No	DESCRIPTION	UNIT	YEAR (1)	YEAR (2)	YEAR (3)	TOTAL
E1	Coordination of eviction	Per eviction				
E2	Attendance during execution	Per hour				
E3	Security personnel (if required)	Per guard per hour				
E4	Removal vehicles/trucks	Per vehicle				
E5	Labourers for removal of movable property	Per labourer				
E6	Temporary storage of movable property	Per day				
E7	Disposal of abandoned goods (where legally permitted)	Per matter				
TOTAL						

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	PRICING SUMMARY	TOTAL
1.	YEAR 1	
2.	YEAR 2	
3.	YEAR 3	

SUB TOTAL	
VAT	
TOTAL	

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THE NATIONAL TREASURY

Republic of South Africa



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GOVERNMENT PROCUREMENT:
GENERAL CONDITIONS OF CONTRACT

July 2010

GOVERNMENT PROCUREMENT
GENERAL CONDITIONS OF CONTRACT
July 2010

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NOTES

The purpose of this document is to:

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

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

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

TABLE OF CLAUSES

1. Definitions
2. Application
3. General
4. Standards
5. Use of contract documents and information; inspection
6. Patent rights

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

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General Conditions of Contract

1. Definitions 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 any thing 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

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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 labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 "Project site," where applicable, means the place indicated in bidding documents.

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- 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** 5.1 The supplier shall not, without the purchaser’s prior written consent, **contract** disclose the contract, or any provision thereof, or any specification, **documents** plan, drawing, pattern, sample, or information furnished by or on **and** behalf of the purchaser in connection therewith, to any person other **information;** than a person employed by the supplier in the performance of the **inspection.** 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.

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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 7.1 Within thirty (30) days of receipt of the notification of contract award, **security** 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, 8.1 All pre-bidding testing will be for the account of the bidder.
tests and

analyses 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.

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- 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** 10.1 Delivery of the goods shall be made by the supplier in accordance with **and documents** 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.

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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 13.1 The supplier may be required to provide any or all of the following **services** 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

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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 18.1 No variation in or modification of the terms of the contract shall be **amendments** 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 contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.

21. Delays in the 21.1 Delivery of the goods and performance of services shall be made by **supplier's** the supplier in accordance with the time schedule prescribed by the **performance** 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

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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 21.2 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 23.1 The purchaser, without prejudice to any other remedy for breach of **for default** 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.

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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.

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24. Anti-dumping 24.1 When, after the date of bid, provisional payments are required, or antiand **duties and rights** countervailing dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is

not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional

payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which

may be due to him

25. Force 25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the **Majeure** 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 26.1 The purchaser may at any time terminate the contract by giving written **for insolvency** 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 27.1 If any dispute or difference of any kind whatsoever arises between the **Disputes** 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.

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

30. Applicable 30.1 The contract shall be interpreted in accordance with South African **law** 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 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp **duties** duties, license fees, and other such levies imposed outside the

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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 Programme (NIP) 33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.

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- Restrictive practices**
- 34 Prohibition of**
- 34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).
- 34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.
- 34.3 If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy 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.

Js General Conditions of Contract (revised July 2010)

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