

BOJANALA PLATINUM DISTRICT MUNICIPALITY

51



CNR BEYERS NAUDE & FATIMA BHAYAT STREET

RUSTENBURG 0300

TENDER DOCUMENT

TENDER NUMBER:	BPDM/SCM/OMM/LEGAL/SERVICES/T/14/2025/2026
TENDER DESCRIPTION:	APPOINTMENT OF PANEL OF ATTORNEYS TO RENDER SPECIALISED LEGAL SERVICES INCLUDING THE FORMULATION OF POLICIES AND BY-LAWS FOR BOJANALA PLATINUM DISTRICT MUNICIPALITY FOR A PERIOD OF THREE (03) YEARS
CLOSING TIME:	12H00 CLOSING DATE: 2026/04/14
TENDER BOX AT: BOJANALA PLATINUM DISTRICT MUNICIPALITY CNR BEYERS NAUDE & FATIMA BHAYAT STREET RUSTENBURG 0300	NB: <ol style="list-style-type: none">1. All bids must be submitted on the official forms – (not to be re-typed).2. Bids must be completed in black ink in writing.3. No bids will be considered from persons in the service of the state
TECHNICAL INQUIRIES Contact Person: P Gibbs Contact Number: 014 523 5019	SCM INQUIRIES Contact Person: P KHABE Contact Number: 014 590 4506
NAME OF BIDDER:	
PHYSICAL ADDRESS OF THE BIDDER:	
TENDERED AMOUNT:	
CIDB CONTRACTOR DESIGNATION (IF APPLICABLE):	
CSD SUPPLIER NUMBER:	
DATE STAMP OF THE DAY THE DOCUMENT WAS BOUGHT	
COMPULSORY BRIEFING SESSION	N/A



BOJANALA PLATINUM DISTRICT MUNICIPALITY INVITATION TO TENDER

Bid Number:	BPDM/SCM/OMM/LEGAL/SERVICES/T/14/2025/2026
DESCRIPTION:	APPOINTMENT OF PANEL OF PANEL OF ATTORNEYS TO RENDER SPECIALISED LEGAL SERVICES INCLUDING THE FORMULATION OF POLICIES AND BY-LAWS FOR BOJANALA PLATINUM DISTRICT MUNICIPALITY FOR A PERIOD OF THREE (03) YEARS
BID CLOSING DATE:	2026/04/14
INFORMATION SESSION:	N/A
CONTACT PERSON:	P GIBBS
CONTACT NO:	014 523 5019
BID VALIDITY PERIOD:	90 days
PHYSICAL ADDRESS WHERE BID DOCUMENTS CAN BE COLLECTED:	TENDER DOCUMENTS ARE AVAILABLE FROM THE SCM OFFICES, MAIN BUILDING
SUBMIT BIDS TO:	Tender Box: BOJANALA PLATINUM DISTRICT MUNICIPALITY CNR BEYERS NAUDE & FATIMA BHAYAT STREET RUSTENBURG 0300
NON-REFUNDABLE DOCUMENT FEE:	R500.00
ADVERTISED DATE	2026/03/08

Bidders' attention is specifically drawn to the provisions of the bid rules which are included in the bid documents.

The Municipality does not bind itself to accepting the lowest tender or award a contract to the bidder scoring the highest number of points.

Bojanala District Municipality reserves the right to accept any portion of any tender to appoint multiple suppliers and to waive any requirements as contained in the tender conditions.

Bids completed in pencil or erasable pen will be regarded as invalid bids.
Submission of electronic and fax bids are not acceptable.

MS. EM TUKAKGOMO
MUNICIPAL MANAGER
CNR BEYERS NAUDE &
FATIMA BHAYAT STREET

RUSTENBURG
0300

EVALUATION PROCESS AND CRITERIA

The following evaluation process and criteria will be used to evaluate all bids submitted:

- a) Step 1 – Administrative Compliance
- b) Step 2 - Functionality

The responsive bidders after the above-mentioned evaluation process will be graded according to the scoring.

1. Administrative Compliance

1.1. Administrative Compliance

All bids duly lodged will be examined to determine compliance with bidding requirements and conditions. Bids with obvious deviations from the requirements/conditions, will be eliminated from further evaluation. Certification date should not be more than three months.

BID REQUIREMENTS

REFERENCE DOCUMENT	COMPLIANCE CONDITION
CK1 & CK2	The bidder must attach company registration certificate
Proof of Purchase	Has the bidder submitted receipt that has been date stamped? (Must be initialized), only applicable to purchased documents. Tenders downloaded on e-tender will not require purchase receipt.
CSD Supplier No	The bidder must be registered on CSD
CSD Report	The bidder must attach the latest CSD report
Municipal rates and taxes or services accounts of all Directors / Members	The Bidder must attach service account of the directors / members from the municipality where they are residing which is not in arrears for more than 90 DAYS. If the members/Directors lease, please attach the Bidder must attach the lease agreement and the account of the landlord so that it be verified that the landlord is paying services to the municipality. The Bidder is required to submit an Affidavit from SAPS stating that he/she pays municipal service charges from that particular address. The Bidder is required to submit an Affidavit from SAPS if the Bidder is submitting municipal service account of a different name. In a case whereby the bidder resides and conducts business at a village provision of a letter from the tribal authority must be submitted.
Municipal rates and taxes or services accounts of the Business	The Bidder must attach service account of the company from the municipality where the business is operating which is not in arrears for more than 90 DAYS. If the bidder is leasing the premises, The Bidder must attach the lease agreement and the account of the landlord so that it be verified that the landlord is paying services to the municipality. The Bidder is required to submit an Affidavit from SAPS stating that he/she pays municipal service charges from that particular address. The Bidder is required to submit an Affidavit from SAPS if the Bidder is submitting municipal service account of a different name, In a case whereby the bidder resides and conducts business at a village provision of a letter from the tribal authority must be submitted.
J/V agreement	In case of a JV has each partner submitted the following documents CK1 & CK2, original Certified ID Copies of members of the JV not older than three months at the closing date of the bid, Municipal service accounts of members & Companies not in arrears for more than 90 days, Tax compliance status Pin, CSD Registration documents, JV Agreement signed by all parties, the bidder will be rendered non-Responsive.
Authority for signatory	The bidder must complete the form of authority for signatory and be signed by the duly authorized person(s) / attached a letter of authority for signatory.
MBD 1	The Bidder must complete and sign MBD 1 Invitation to Bid.
MBD 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. In bids where consortia / joint ventures / sub-contractors are involved; each party must submit a separate TCS certificate / pin / CSD

	number.
MBD4	Is the bidder or any of the company's directors, managers, principal shareholders, any spouse, child or parent of the company's directors in the service state. All members/ Directors of the company(ies) must each complete & sign MBD 4
MBD4	The Bidder must complete and sign the Declaration of interest with all the members of the company. All members/ Directors of the company(s) must each complete & sign MBD 4
MBD 6.1	The bidder must complete and sign the preference points claim form in terms of the PPR 2022.
MBD8	The bidder must complete and sign the declaration of bidder's past supply management practices. All Bidders in JV must complete and sign the form
MBD9	The bidder must complete and sign certificate of independent bid determination. All Bidders in JV must complete and sign the form
ID Documents	The bidder must submit certified ID copy of directors / members that is not more than three months old.
Declaration of Tenderer	The Bidder must complete and sign the declaration of tenderer and also be signed by the commissioner of oath
Prohibited bidder	The bidder should not be black-listed on National Treasury's database
Initial Each page	Bidders must Initial each page of the Tender Document, including all the returnable documents submitted as part of this Bid. Failure to Initials the Bid Document along with all the returnable documents will lead to the immediate disqualification of the Bidder. The bidder is not required to initial the document where the signature is required. In case of JV both parties must initial
JV Requirements	In case of a JV has each partner submitted the following documents CK1 & CK2, original Certified ID Copies of members of the JV not older than three months at the closing date of the bid, Municipal service accounts of members & Companies not in arrears for more than 90 days, Tax compliance status Pin, CSD Registration documents, JV Agreement signed by all parties
Mandatory requirements	The Bidder to submit certified copies of the following documents: - Proof of registration with Legal Practice Council (LPC) - Proof of fidelity fund insurance in respect of the law firm and individual directors

By submitting this bid, bidder authorizes the Council or its delegate(s) to carry out any investigation deemed necessary to verify the correctness of the statements and documents submitted and that such documents reasonably reflect the ability of the Bidder to provide the goods and services required by the Council.

PLEASE NOTE:

The person committed a corrupt or fraudulent act during the procurement process or in the execution of the contract.

OR

An official or other role player committed any corrupt or fraudulent act during the procurement process or in the execution of the contract that benefited that person.

The Municipal Manager may reject that specific bid or quote of that particular person if that person or any of its directors have:

Failed to pay municipal rates and taxes or municipal service charges and such rates, taxes and charges are in arrears for more than three months;

Failed, during the last five years, to perform satisfactorily on a previous contract with the Bojanala Platinum District Municipality or any other organization of the State after written notice was given to that bidder that performance was unsatisfactory;

Abused the supply chain management system of the Municipality or have committed any improper conduct in relation to this system;

Been convicted of fraud or corruption during the past five years;

Willfully neglected, renege on or failed to comply with any government, municipal or other public sector contract during the past five years; or

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) or has been listed on National Treasury's database as a person prohibited from doing

business with public sector.

NB

FOR PROCUREMENT EXPECTED TO BE LESS THAN 10 MILLION, AWARDS WILL NOT BE MADE TO BIDDERS OWING MUNICIPAL RATES AND TAXES FOR OVER 90 DAYS AT THE TIME OF TENDER CLOSURE FOR PROCUREMENT EXPECTED TO BE MORE THAN 10 MILLION, AWARDS WILL NOT BE MADE TO BIDDERS OWING MUNICIPAL RATES AND TAXES FOR OVER 30 DAYS AT THE TIME OF TENDER CLOSURE TRADE NAMES OR PROPRIETARY PRODUCTS

Bid specifications may not make any reference to any particular trade mark, name, patent, design, type, specific origin or producer, unless there is no other sufficiently precise or intelligible way of describing the characteristics of the work, in which case such reference must be accompanied by the words "or equivalent". **TENDERERS MUST NOTE THAT WHEREVER THIS DOCUMENT REFERS TO ANY PARTICULAR TRADE MARK, NAME, PATENT, DESIGN, TYPE, SPECIFIC ORIGIN OR PRODUCER, SUCH REFERENCE SHALL BE DEEMED TO BE ACCOMPANIED BY THE WORDS 'OR EQUIVALENT**

**PART A
MBD1
INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF MUNICIPALITY/ MUNICIPAL ENTITY)					
BID NUMBER:	BPDM/SCM/OMM/LEGAL/ SERVICES/T/14/2025/26	CLOSING DATE:	14 APRIL 2026	CLOSING TIME:	12:00
DESCRIPTION	APPOINTMENT OF PANEL OF ATTORNEYS TO RENDER SPECIALISED LEGAL SERVICES INCLUDING THE FORMULATION OF POLICIES AND BY-LAWS FOR BOJANALA PLATINUM DISTRICT MUNICIPALITY FOR A PERIOD OF THREE (03) YEARS				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).					
TENDER BOX SITUATED ON THE ENTRANCE, GROUND FLOOR, MAIN BUILDING BPDM CNR BEYERS NAUDE & FATIMA BHAYAT STREET RUSTENBURG					
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
TAX COMPLIANCE STATUS	TCS PIN:		OR	CSD No:	
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3]	
TOTAL NUMBER OF ITEMS OFFERED			TOTAL BID PRICE	R	
SIGNATURE OF BIDDER		DATE:		
CAPACITY UNDER WHICH THIS BID IS SIGNED					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:			TECHNICAL INFORMATION MAY BE DIRECTED TO:		
DEPARTMENT	SCM		CONTACT PERSON	P GIBBS	
CONTACT PERSON	P KHABE		TELEPHONE NUMBER	014 523 5019	
6013TELEPHONE NUMBER	014 590 4506		FACSIMILE NUMBER		
FACSIMILE NUMBER			E-MAIL ADDRESS	pearlg@bojanala.gov.za	
E-MAIL ADDRESS	paulk@bojanala.gov.za				

PART B

TERMS AND CONDITIONS FOR BIDDING

BID SUBMISSION:

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

ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR ONLINE
THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 20, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.

TAX COMPLIANCE REQUIREMENTS

BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.

BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.

APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.

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

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

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

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

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

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

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

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

SIGNATURE OF BIDDER: _____

CAPACITY UNDER WHICH THIS BID IS SIGNED: _____

DATE: _____

TAX CLEARANCE CERTIFICATE REQUIREMENTS

It is a condition of bid that the taxes of the successful bidder must be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the bidder's tax obligations. Bids will not be considered if these requirements are not met.

1. Previously a taxpayer (bidder) was required to submit a valid, original paper Tax Clearance Certificate (TCC), the tax payer/ bidder MUST now submit TAX COMPLIANCE STATUS PIN NO. Bids WILL NOT be considered if the correct PIN NO and Tax Reference Number are not included in this document.
2. Applications for the Tax Clearance Certificates MUST be made via efilling. In order to use this provision, taxpayers will need to register with SARS as eFiling through the website www.sars.gov.za or contact the SARS Contact Centre on 0800007277
3. The bidder (Name) _____ hereby grants Bojanala Platinum District Municipality Permission to use the following TAX COMPLIANCE STATUS PIN NO _____ With reference to the following Tax Reference Number _____
4. The bidder (Name) _____ hereby further grants SARS permission to disclose the bidders TAX COMPLIANCE STATUS to Bojanala Platinum District Municipality on an on-going basis during the Contract Term.
5. A bidder who appoints a Sub-Contractor / Joint Venture / Consortia to execute a portion of a contract (Sub-Contractor in excess of National Treasury threshold) must ensure that each appointment is TAX COMPLIANT and remains TAX COMPLIANT for the duration of the contract. Successful bidders must provide Bojanala Platinum District Municipality authority from their appointments confirming that SARS may, on an on-going basis during the contract term, disclose the appointed Sub-Contractor / Joint Venture / Consortia TAX COMPLIANCE STATUS.
6. A bidder who acts on behalf of an undisclosed principal must disclose such a fact upon submission of a bid as well as identity of that principal. The TAX COMPLIANCE STATUS of that principal must be verified in the same manner as that of the bidder. The same principle applies mutatis mutandis to any Sub-Contractor / Joint Venture / Consortia appointed by a successful bidder to execute a portion of a contract.
7. The TAX COMPLIANCE STATUS of all parties must be disclosed and verified if the bidder consists of a partnership and
8. A bidder who is not resident in the Republic of South Africa, must apply for TAX CLEARANCE at SARS.

SIGNATURE OF BIDDER _____

DATE: _____

CAPACITY UNDER WHICH THIS BID IS SIGNED

WITNESS 1 _____

DATE: _____

WITNESS 2 _____

DATE: _____

BOJANALA PLATINUM DISTRICT MUNICIPALITY

DECLARATION OF INTEREST

No bid will be accepted from persons in the service of the state¹.

Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favoritisms, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorized representative declare their position in relation to the evaluating/adjudicating authority.

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

3.1	Full Name of Owner of the Bidding Entity	
3.2	Identity Number if applicable	
3.3	Position occupied in the Company (director, trustee, shareholder ²):	
3.4	Company Registration Number	
3.5	Tax Reference Number	
3.6	3.6 VAT Registration Number	

¹MSCM Regulations: "in the service of the state" means to be –
 a member of –
 any municipal council;
 any provincial legislature; or
 the national Assembly or the national Council of provinces;
 a member of the board of directors of any municipal entity;
 an official of any municipality or municipal entity;
 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);
 a member of the accounting authority of any national or provincial public entity; or
 an employee of Parliament or a provincial legislature.

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

3.7	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		

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME AND SURNAME) _____

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

I ACCEPT THAT THE STATE AND/OR THE BOJANALA PLATINUM DISTRICT MUNICIPALITY MAY
ACT AGAINST ME SHOULD
THIS DECLARATION PROVE TO BE FALSE.

SIGNATURE

DATE

CAPACITY

NAME OF BIDDING ENTITY

MBD 4

BOJANALA PLATINUM DISTRICT MUNICIPALITY

DECLARATION OF INTEREST

1.	No bid will be accepted from persons in the service of the state ¹ .		
2.	Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favoritisms, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorized representative declare their position in relation to the evaluating/adjudicating authority.		
3.	In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.		
3.1	Full Name of Owner of the Bidding Entity		
3.2	Identity Number if applicable		
3.3	Position occupied in the Company (director, trustee, shareholder ²):		
3.4	Company Registration Number		
3.5	Tax Reference Number		
3.6	3.6 VAT Registration Number		
<p>¹MSCM Regulations: "in the service of the state" means to be – a member of – any municipal council; any provincial legislature; or the national Assembly or the national Council of provinces; a member of the board of directors of any municipal entity; an official of any municipality or municipal entity; 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); a member of the accounting authority of any national or provincial public entity; or an employee of Parliament or a provincial legislature.</p> <p>² Shareholder" means a person who owns shares in the company and is actively involved in the management of the company or business and exercises control over the company.</p>			
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	
3.9	Have you been in the service of the state for the past twelve months?	YES / NO
3.9.1	If yes, furnish particulars	
3.10	Do you have any relationship (close family member, partner or associate) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid?	YES / NO
3.10.1	If yes, furnish particulars	
3.11	Are you aware of any relationship (close family member, partner or associate) between any other bidder and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid?	YES / NO
3.11.1	If yes, furnish particulars	
3.12	Are any of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state?	YES / NO
3.12.1	If yes, furnish particulars	
3.13	Are any spouse, child or parent of the company's director's trustees, managers, principle shareholders or stakeholders in service of the state?	YES / NO
3.13.1	If yes, furnish particulars	
3.14	Do you or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract?	YES / NO
3.14.1	If yes, furnish particulars	

4.Full details of directors / trustees / members / shareholders. (attach for additional)

FULL NAME	IDENTITY NUMBER	STATE EMPLOYEE NUMBER
1		
2		

3		
4		
5		
6		
7		
8		

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME AND SURNAME) _____

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

I ACCEPT THAT THE STATE AND/OR THE BOJANALA PLATINUM DISTRICT MUNICIPALITY MAY
ACT AGAINST ME SHOULD
THIS DECLARATION PROVE TO BE FALSE.

SIGNATURE

DATE

CAPACITY

NAME OF BIDDING ENTITY

MBD 4

BOJANALA PLATINUM DISTRICT MUNICIPALITY

DECLARATION OF INTEREST

1.	No bid will be accepted from persons in the service of the state ¹ .	
2.	Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favoritisms, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorized representative declare their position in relation to the evaluating/adjudicating authority.	
3.	In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.	
3.1	Full Name of Owner of the Bidding Entity	
3.2	Identity Number if applicable	
3.3	Position occupied in the Company (director, trustee, shareholder ²):	
3.4	Company Registration Number	
3.5	Tax Reference Number	
3.6	3.6 VAT Registration Number	

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

any municipal council;
any provincial legislature; or
the national Assembly or the national Council of provinces;

a member of the board of directors of any municipal entity;
an official of any municipality or municipal entity;
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);
a member of the accounting authority of any national or provincial public entity; or
an employee of Parliament or a provincial legislature.

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

3.7	The names of all directors/ trustees/ shareholders' members, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below.	
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3.8	Are you presently in the service of the state?	YES / NO	
3.8.1	If yes, furnish particulars		
3.9	Have you been in the service of the state for the past twelve months?	YES / NO	
3.9.1	If yes, furnish particulars		
3.10	Do you have any relationship (close family member, partner or associate) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid?	YES / NO	
3.10.1	If yes, furnish particulars		
3.11	Are you aware of any relationship (close family member, partner or associate) between any other bidder and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid?	YES / NO	
3.11.1	If yes, furnish particulars		
3.12	Are any of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state?	YES / NO	
3.12.1	If yes, furnish particulars		
3.13	Are any spouse, child or parent of the company's director's trustees, managers, principle shareholders or stakeholders in service of the state?	YES / NO	
3.13.1	If yes, furnish particulars		
3.14	Do you or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract?	YES / NO	
3.14.1	If yes, furnish particulars		

4.Full details of directors / trustees / members / shareholders. (attach for additional)

FULL NAME	IDENTITY NUMBER	STATE NUMBER	EMPLOYEE NUMBER
1			
2			

3		
4		
5		
6		
7		
8		

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME AND SURNAME) _____

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

I ACCEPT THAT THE STATE AND/OR THE BOJANALA PLATINUM DISTRICT MUNICIPALITY MAY
ACT AGAINST ME SHOULD
THIS DECLARATION PROVE TO BE FALSE.

SIGNATURE

DATE

CAPACITY

NAME OF BIDDING ENTITY

MBD 6.1

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 all bids:

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

1.2 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 bid are allocated as follows:

- Price; and
- B-BBEE Status Level of Contribution.

	POINTS
PRICE	80
SPECIFIC GOALS	20
TOTAL POINTS FOR PRICE AND SPECIFIC GOALS	100

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

1.6	The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.
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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	<p>THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS</p> <p>A maximum of 80 or 90 points is allocated for price on the following basis:</p> <table style="width: 100%; text-align: center;"> <tr> <td style="width: 33%;">80/20</td> <td style="width: 33%;">or</td> <td style="width: 33%;">90/10</td> </tr> <tr> <td>$Ps = 80 \left(1 - \frac{Pt - P \text{ min}}{P \text{ min}} \right)$</td> <td>or</td> <td>$Ps = 90 \left(1 - \frac{Pt - P \text{ min}}{P \text{ min}} \right)$</td> </tr> </table> <p>Where</p> <table style="width: 100%;"> <tr> <td style="width: 10%; text-align: right;">Ps</td> <td style="width: 10%; text-align: center;">=</td> <td>Points scored for price of tender under consideration</td> </tr> <tr> <td style="text-align: right;">Pt</td> <td style="text-align: center;">=</td> <td>Price of tender under consideration</td> </tr> <tr> <td style="text-align: right;">P-min</td> <td style="text-align: center;">=</td> <td>Price of lowest acceptable tender</td> </tr> </table>	80/20	or	90/10	$Ps = 80 \left(1 - \frac{Pt - P \text{ min}}{P \text{ min}} \right)$	or	$Ps = 90 \left(1 - \frac{Pt - P \text{ min}}{P \text{ min}} \right)$	Ps	=	Points scored for price of tender under consideration	Pt	=	Price of tender under consideration	P-min	=	Price of lowest acceptable tender
80/20	or	90/10														
$Ps = 80 \left(1 - \frac{Pt - P \text{ min}}{P \text{ min}} \right)$	or	$Ps = 90 \left(1 - \frac{Pt - P \text{ min}}{P \text{ min}} \right)$														
Ps	=	Points scored for price of tender under consideration														
Pt	=	Price of tender under consideration														
P-min	=	Price of lowest acceptable tender														

3.2	FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT
3.2.1	<p>POINTS AWARDED FOR PRICE</p> <p>A maximum of 80 or 90 points is allocated for price on the following basis:</p> $Ps = 80 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right) \quad \text{or} \quad Ps = 90 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)$ <p>Where</p> <p>Ps = Points scored for price of tender under consideration Pt = Price of tender under consideration P-max = Price of highest acceptable tender</p>
4.	POINTS AWARDED FOR SPECIFIC GOALS
4.1	<p>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:</p>
4.2	<p>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—</p> <p>(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</p> <p>(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,</p> <p>then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.</p> <p>Table 1: Specific goals for the tender and points claimed are indicated per the table below.</p> <p><i>(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.</i></p> <p><i>Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)</i></p>

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Persons historically disadvantaged on the basis of race with at least 51% ownership	2	6		
Persons historically disadvantaged on the basis of gender with at least 51% ownership	2	4		
Persons with at least 51% ownership who are youth	2	4		
Persons historically disadvantaged by unfair discrimination on the basis of disability with at least 51% ownership	2	2		
BEE status Level:1- 4 (2)	1	2		
Implementation of RDP goals (RURAL) (Max points 2)	1	2		
TOTAL POINTS	10	20		

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3	Name of company/firm		
4.4	Company registration number		
4.5	Type of Company / Firm [TICK APPLICABLE BOX]	Partnership/Joint Venture / Consortium	
		One person business/sole propriety	
		Close corporation	
		Public Company	
		Personal Liability Company	
		(Pty) Limited	
		Non – Profit Company	
		State Owned Company	
4.6	I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender,		

qualifies the company/ firm for the preference(s) shown and I acknowledge that:

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

FULL NAMES OF PERSON REPRESENTING THE ENTITY		DATE
PHYSICAL ADDRESS		
SIGNATURE(S) OF TENDERER(S)		

MBD 8

BOJANALA PLATINUM DISTRICT MUNICIPALITY

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. wilfully 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.**

(tick applicable)

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's database as a company or person prohibited from doing business with the public sector? (Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the <i>audi alteram partem</i> rule was applied).	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		

4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? (To access this Register enter the National Treasury’s website, www.treasury.gov.za, click on the icon “Register for Tender Defaulters” or submit your written request for a hard copy of the Register to facsimile number (012) 3265445).	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
Item	Question	Yes	No
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.7.1	If so, furnish particulars:		

CERTIFICATION

I, THE UNDERSIGNED (NAME) _____
 CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS
 CORRECT.

I ACCEPT THAT THE STATE AND/OR THE BOJANALA PLATINUM DISTRICT
 MUNICIPALITY MAY ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE
 FALSE.

 Signature

 Date

 Capacity

 Name of Bidding Entity

MBD 8

BOJANALA PLATINUM DISTRICT MUNICIPALITY

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

- 5 This Municipal Bidding Document must form part of all bids invited.
- 6 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.
- 7 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).
- 8 In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

(tick applicable)

Item	Question	Yes	No
4.1	<p>Is the bidder or any of its directors listed on the National Treasury's database as a company or person prohibited from doing business with the public sector? (Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the <i>audi alteram partem</i> rule was applied).</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>

4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? (To access this Register enter the National Treasury's website, www.treasury.gov.za, click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 3265445).	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
Item	Question	Yes	No
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.7.1	If so, furnish particulars:		

CERTIFICATION

I, THE UNDERSIGNED (NAME) _____
 CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS
 CORRECT.

I ACCEPT THAT THE STATE AND/OR THE BOJANALA PLATINUM DISTRICT
 MUNICIPALITY MAY ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE
 FALSE.

 Signature

 Date

Capacity

Name of Bidding Entity

MBD 9

**BOJANALA PLATINUM DISTRICT MUNICIPALITY
CERTIFICATE OF INDEPENDENT BID DETERMINATION (MBD 9)**

1. This Form “I “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 Form “I “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 must be completed and submitted with the bid:

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION (MBD 9)

I, the undersigned, in submitting the accompanying bid:

—

(Quotation Number and Description)

in response to the invitation for the bid made by: **Bojanala Platinum District Municipality** do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of: _____
that:

(Name of Bidder)

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

Full Names of Person Representing Company

Position in Company

MBD 9

**BOJANALA PLATINUM DISTRICT MUNICIPALITY
CERTIFICATE OF INDEPENDENT BID DETERMINATION (MBD 9)**

6. This Form "I" must form part of all bids¹ invited.
7. 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.
8. 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:
 - d) take all reasonable steps to prevent such abuse.
 - e) 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
 - f) 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.

9. This Form “I” 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.

10. In order to give effect to the above, the attached Certificate of Bid Determination must be completed and submitted with the bid:

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION (MBD 9)

I, the undersigned, in submitting the accompanying bid:

—

(Quotation Number and Description)

in response to the invitation for the bid made by:

Bojanala Platinum District Municipality

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

I certify, on behalf of: _____
that:

(Name of Bidder)

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:
 - d) prices;
 - e) geographical area where product or service will be rendered (market allocation)
 - f) methods, factors or formulas used to calculate prices;
 - g) the intention or decision to submit or not to submit, a bid;
- ³ **Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.**
- h) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - i) 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

Full Names of Person Representing Company

Position in Company

A. CERTIFICATE OF AUTHORITY FOR JOINT VENTURE

RESOLUTION TAKEN BY THE BOARD OF DIRECTORS OF A CONSORTIUM OR JOINT VENTURE

Resolution of a meeting of the board of Directors/ Members/ Partners of

Name of Tenderer

Held at _____ on _____

RESOLVED THAT:

The enterprise submits a tender to Bojanala Platinum District Municipality in respect of the following project:

BID NO: _____

As consortium/ Joint Venture comprising (list all the legally correct full names and Registration numbers if applicable, of the enterprises forming the consortium / Joint venture:

Mr/ Mrs/Ms _____

In his/her capacity as _____

And who will sign as follows: _____
(Specimen Signature)

Be, and is hereby, authorized to sign the tender and any and all documents and/or correspondence in connection with and relating to tender, as well as to sign any contract, and or all documentation resulting from the award of the tender to the consortium/ joint venture enterprise mentioned above.

The enterprise in the form of a consortium or joint venture accepts jointly and several liabilities with parties under item 1 above for the fulfillment of the obligations of the joint venture deriving from, and in any way connected with contract to be entered into with Bojanala Platinum District Municipality in respect of the project described above under item1.

The consortium/ Joint venture enterprise chooses as its Domicilium et citandi for all purposes. arising from this joint venture agreement and contract with Bojanala Platinum District Municipality in respect of the project under item

Note: The resolution must be signed by all directors or members/ partners of the tendering enterprise. Should the space provided below not be sufficient for all directors to sign, please provide a separate sheet in the same format.

No	Name	Capacity	Signature
1	Lead partner		
2			

B. CERTIFICATE OF AUTHORITY FOR THE COMPANY

BID NO: _____

I, _____, chairperson of the board of directors of _____ hereby confirm

that by the resolution of the board of Directors taken on _____ Mr/ Ms

_____ acting in the capacity of

_____ was authorized to sign the tender and any and all other documents and /or correspondence in connection with and relating to the tender, as well as to sign any contract, and or all documentation resulting from the award of the tender to the enterprise mentioned above.

Name of Authorised person

Signature

Date

 Name Chairperson of board of directors Signature Date

B. CERTIFICATE OF AUTHORITY FOR CLOSE CORPORATION

**RESOLUTION TAKEN BY THE BOARD OF DIRECTORS/ MEMBERS/ PARTNERS
 RESOLUTION** of a meeting of the Board of Directors/Members/ Partners of

 (Name of tenderer)

Held at _____ (place) on _____

RESOLVED THAT:

1. The enterprise submits a tender to the Bojanala Platinum District Municipality in respect of the following project:

BID NO: _____

2. Mr. / Ms. /Mrs. _____

in his capacity as _____ and who will sign as follows:

 (Specimen signature)

Be, and is hereby, authorized to sign the tender and any and all other documents and /or correspondence in connection with and relating to the tender, as well as to sign any contract, and or all documentation resulting from the award of the tender to the enterprise mentioned above.

Note: The resolution must be signed by all the directors or members/ partners of the tendering enterprise.

Should the space provided below not be sufficient for all directors to sign, please provide a separate sheet in the same format as below.

No	Name	Capacity	Signature
1			
2			
3			
4			
5			
6			

C. CERTIFICATE OF AUTHORITY FOR SOLE PROPRIETOR

The enterprise submits a tender to the Bojanala Platinum District Municipality in respect of the following project:

BID NO: _____

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

Signature of sole Owner: _____ Date: _____

As witnesses:

1. _____ 2. _____

FORM OF OFFER

The employer, identified in the acceptance signature block, has solicited offers to enter into a contract for the procurement of: Bid no: _____

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

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

THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VALUE ADDED TAX IS RANDS (in words)

SIGNATURE:		NAME (PRINT)	
SIGNATURE OF WITNESS	OF THE ORGANISATION	NAME (PRINT)	CONFIDENTIALITY OF OFFER AND IDENTIFICATION OF THE

DECLARATION BY TENDERER

I / We acknowledge that I / we am / are fully acquainted with the contents of the conditions of tender of this tender document and that I / we accept the conditions in all respects.
I / We agree that the laws of the Republic of South Africa shall be applicable to the contract resulting from the acceptance of *my / our tender and that I / we elect *domicillium citandi et executandi* (physical address at which legal proceedings may be instituted) in the Republic at:

I / We accept full responsibility for the proper execution and fulfillment of all obligations and conditions devolving in me / us under this agreement as the principal liable for the due fulfillment of this contract.

I / We furthermore confirm I / we satisfied myself / ourselves as to the corrections and validity of my / our tender; that the price quoted cover all the work / items specified in the tender documents and that the price(s) cover all my / our obligations under a resulting contract and that I / we accept that any mistake(s) regarding price and calculations will be at my / our risk.

I / We furthermore confirm that my / our offer remains binding upon me / us and open for acceptance by the Purchaser / Employer during the validity period indicated and calculated from the closing date of the bid.

I/We further confirm that all the returnable documents(attachments) submitted belongs to me/our company and remains binding upon me/us.

I/We hereby acknowledge that the Municipality may reject the tender of the tenderer if any municipal rates and taxes or municipal service charges owed by the bidder or any of its directors/members/partners to the Bojanala Platinum District Municipality, or to any other municipality or municipal entity, are in arrears for more than 3 (three) months.

I, the undersigned, hereby declare that I am duly authorised to act on behalf of the firm and hereby declare, that to the best of my personal knowledge, neither the firm nor any director/member/partner of said firm is in arrears on any of its municipal accounts with any municipality in the Republic of South Africa, for a period longer than 3 (three) months.

Signature

Date

Name Print

Position

Name of Bidder

COMMISSIONER OF OATHS

Signed and sworn to before me at, on this day of 20.....
by the deponent, who has acknowledged that he/she knows and understands the contents of this affidavit, it is true and correct to the best of his/her knowledge and that he/she has no objection to taking the prescribed oath, and that the prescribed oath will be binding on his/her conscience.

COMMISSIONER OF OATHS: -

Signature: _____

Print name: _____

Apply official stamp of authority on this page

FUNCTIONALITY CRITERIA**Functional Area Requirements Weights**

NO.	CRITERION	AVERAGE MINIMUM SCORE REQUIRED PER CRITERION	WEIGHTING PER CRITERION (MAXIMUM SCORE)
1.	Experience	8	10
2.	Tribunal and or forums	5	8
3.	Local Government/ State owned experience	20	30
4.	Capacity (A)	3	7
5.	Capacity of Capacity (B)	10	15
6.	Track Record Capacity (C)	8	10
7.	Capacity Qualifications (D)	8	10
8.	Locality	8	10
Total		70	100

1. General Legal Experience**Max 18 points**

- 1.1. Average number of years in practice of partners and / or directors. (10 points)
- 1.2. Tribunal and / or Forums (8 points)

2. Local Government Experience**Max 30 points**

- 2.1. Litigation Experience (15 points)
- 2.2. Policy and By-laws (5 points)
- 2.3. Environmental law or Labour Law (10 points)

3. Capacity**Max 42 points**

- 3.1. Capacity to render legal Support (7 points)
- 3.2. Areas of practice and special areas of practice (15 points)
- 3.3. Track Record (more than three reference letters) (10 points)

3.4_Qualification of team leader with right of Appearance in the High Court – 10 points

4. Location of Office Max 10 points

Location of the law firm - (10 points)

TOTAL 100

4.6 EXPLANATION OF EVALUATION CRITERIA – FUNCTIONALITY

4.7.1.1 Average Number of years in practice (10 points)

Bidder is required to submit the number of years each member of its legal professional staff (including Directors / Partners / Professional Assistants excluding candidate attorneys) has been in practice. - Proof of Admission must be attached to **Schedule 1 as “Annexure A” along with comprehensive CV’s of each member listed.**

- Less than one year = 0 points**
- 1 – 3 years = 6 points**
- 4 – 6 years = 8 points**
- 7- years and more = 10 points**

Schedule 1

Name Surname	Position in the Bidder	Date of Admission as an attorney	Years in practice

4.7.1.2 Tribunal and / or Forums (8 points)

The bidder must list a minimum of 3 forums / tribunals that it has attended to on behalf of its client and further submit a brief summary of the facts and outcome (Summary must be attached to **Schedule 2 as “Annexure B”**. –full particulars of the Client must be included for verification purposes

Schedule 2

Tribunal or forum	Year	Details of Client

Less than 3 matters = 3 points

3 matters = 5 points

4 – 6 matters = 8 points

4.7.2. Local Government Experience **Max 30 points**

The bidder is required to illustrate extensive knowledge in dealing with local government related matters.

4.7.2.1 Litigation Experience **(15 points)**

Bidder is required to list up to a minimum of 3 (three) matters of which he has acted on behalf of / or against any local government institution or any other state entity. The bidder must provide a brief summary of the facts of the matter, findings and outcome as well as the Court in which the matter was heard. (The synopsis must not be longer than one page for each matter)

The summaries to be attached to **Schedule 3 as “Annexure C”**

Schedule 3

Parties	Year	Details of Client	Court

Less than 3 matters = 6 points

3 matters = 8 points

4 – 5 matters = 10 points

5 or more matters = 15 points

4.7.2.2 Policy and By-laws- (5 points)

Bidder is required to list policies and by laws that have been drafted by the bidder for a municipality.

Schedule 4

Name of Policy / By law	Year drafted	Name of Municipality

0 municipal policies / municipal by-laws = 1 point

1 – 2 municipal policies / municipal by laws = 3 points

2– 4 municipal policies / municipal by laws = 5 points

4.7.2.3 Environmental law **(10 points)**

The bidder must have experience in environmental law or have in their employ a person with experience in environmental law.

Points will be allocated for qualifications, experience and availability of key staff members.

Number of environmental law matters – Attach summaries marked as Annexure D

Schedule 5 **(5) Points**

Parties	Year	Outcome

1 matter = 3 points

2 -3 matters = 4 points

4 or more matters = 5 points

Post Grad Qualification **2 Points**

Certificate in environmental law = 1 point

LLM in environmental law = 2 points

Key staff members **3 points**

<u>Researcher</u>	<u>Years of experience</u>	<u>Qualification</u>
<u>Environmental law specialist / associate</u>		

1 point – researcher

2 points- environmental specialist / associate

OR

4.7.2.3 Labour Law experience (10 points)

Bidder is required to list a minimum of 3 matters and a maximum of 6 labour law matters. The bidder must provide a brief summary of the facts of the matter, findings and outcome- The summaries to be attached to **Schedule 6** as “**Annexure E**”.

Schedule 6

Parties	Year	Details of Client

Less than 3 matters relating to labour law = 2 point

3 matters relating to labour law = 6 points

4 matters relating to labour law = 8 points

5- or more matters relating to labour law = 10 points

Take note that points will only be allocated for environmental or labour law and that bidder cannot be awarded points for both.

4.7.3. Capacity Max(30 points)

4.7.3.1 Capacity to render legal support – (A) (7points)

The bidder must have the capacity to render legal services hence the bidder must have the following key staff members within its employment. - Comprehensive CV's of employees to must be attached.

1. Legal Secretary / Paralegal - (2 points)
2. Researcher – (2 points)

10 points for a firm practicing in at least 4 of the above areas

5 points for a firm practicing in at least 2 of the above areas

0 point for a firm practicing in less than 2 of the above areas

4.7.3.3 Track record (C) (10 points)

The Bidder is required to provide the Bojanala Platinum District Municipality with the contact details of public and private institutions, which it rendered legal services to in order to determine the rating of the services provided. The Bidder must provide at least 3 contactable references on client's letterhead from public and private institutions respectively. Letters to be attached to **Schedule 9 marked as "Annexure F"**

Schedule 9

<u>Name of Client</u>	<u>Year of service</u>

- 10 points for three or more reference letters
- 8 points for two reference letters
- 5 points for one reference letter
- 0 points for no reference letters

4.7.5 Qualification (D)

Max (10points)

The bidder will be assessed based on the qualification of the team leader for the project of provision of legal support and services – Certified copies of qualifications must be attached to Schedule 10 as “Annexure G”

Project/ Team Leader	Post Graduate Qualification

- Team leader with a Masters degree and right of appearance in the High Court = 10 points
- Team Leader with Right of Appearance in the High Court = 8points
- Team leader with a post graduate diploma = 5 points

4.7.4 Location of Office

Max 10 points

4.7.4.1 Office -

10 points

The bidder must have its main office within the jurisdiction of the Bojanala Platinum District Municipality to get a maximum of 10 points – attach proof of address as “Annexure H”.

1. Office in Rustenburg - 10 points
2. Office in the Northwest -8 points
3. Office outside Northwest – 6 points

PART B

1. SCOPE OF WORK

1.1 The Successful bidder shall be expected to render efficient legal support and service in line with their expertise for the following but not limited to list below.

- Civil Litigation
- Commercial law
- Media Law
- Law of Contracts
- Local Government law
- Conveyancing and Notary
- Labour Law
- Environmental Law
- Property law

3.2. The Successful bidder shall render the services listed below as and when required

- I. Assist in drafting legal opinions
- II. Draft and interpret contracts
- III. Assist in the drafting by-laws and policies
- IV. Assist in reviewing existing policies

- V. Institute legal proceedings on behalf of the Bojanala Platinum District Municipality
- VI. Defend matters on behalf of the Bojanala Platinum District Municipality
- VII. Render legal support during negotiation processes
- VIII. Appear on behalf of the Bojanala Platinum District Municipality in tribunals, forums and during Court proceedings
- IX. Tax bills of costs on behalf of the Bojanala Platinum District Municipality
- X. Consultations on pending matters and determination of prospects of success.
- XI. Provide advice for alternative dispute resolution methods as opposed to institution of legal proceedings at a competent tribunal, forum or Court.
- XII. Assist in transferring property
- XIII. Register and de-register property on behalf of the Bojanala Platinum District Municipality
- XIV. Institute eviction proceedings and assist in resolving matters related to Human Settlements
- XV. Provide legal advice to resolve Town Planning issues
- XVI. Assist in enforcing compliance with all statutory requirements
- XVII. Any other instruction that requires legal expertise

DURATION OF SERVICE

The successful bidder will be required to enter into a service level agreement with the Bojanala Platinum District Municipality as part of the panel of Attorneys for a period of 3 (three) years. The Service Level Agreement must be signed within 30 days from the date of appointment. No services shall be rendered until a Service Level Agreement has been duly signed by both parties

General Conditions

No Attorneys shall be allowed to litigate or Act against the Bojanala Platinum District Municipality after the Service Level Agreement between the Bojanala Platinum District Municipality and the bidder has either lapsed or duly terminated.

Tariffs and Fees

1. The appointed bidder shall only claim for legal fees in line with the Rules Board for Courts of Law Act 107 of 1985 as amended read together with all regulations applicable thereto.
2. No Day Fees shall be allowed in respect of Attorneys. Attorneys shall only be remunerated for actual work done and actual time spent in line with the Rules Board for Courts of Law Act.
3. All Attorneys must adhere to Section 35(1) of the Legal Practice ACT 28 of 2014.

4. For all conveyancing and notary services the Attorney fees must be in line with the recommended fees of the Law Society of South Africa as amended.

No additional fees shall be applicable for monthly reports to Council and or any other presentations to Council.

BOJANALA PLATINUM DISTRICT MUNICIPALITY

NATIONAL TREASURY GENERAL CONDITIONS OF CONTRACT

GOVERNMENT PROCUREMENT

GENERAL CONDITIONS OF CONTRACT

TABLE OF CLAUSES

1.	Definitions
2.	Application
3.	General
4.	Standards
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8.	Inspections, tests and analyses
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13.	Incidental Services
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23.	Termination for default
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32.	Taxes and duties
33.	Transfer of contracts
34.	Amendments of contracts

1. Definitions

The following terms shall be interpreted as indicated:

1.1	"Closing time"	means the date and hour specified in the tendering documents for the receipt of tenders.
1.2	"Contract"	means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
1.3	"Contract price"	means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
1.4	"Corrupt practice"	means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
1.5	"Countervailing duties"	are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
1.6	"Country of origin"	means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and

		major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
1.7	"Day"	means calendar day.
1.8	"Delivery"	means delivery in compliance of the conditions of the contract or order
1.9	"Delivery ex stock"	means immediate delivery directly from stock actually on hand
1.10	"Delivery into consignees store or to his site"	means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the 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 for Constructions Works, Third edition, 2015 (GCC 2015).
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 Page 19 of 47 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.
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	“Supplier”	means the successful bidder who is awarded the contract to maintain and administer the required and specified service(s) to the State.
1.26	“Tort”	means in breach of contract.
1.27	“Turnkey”	means a procurement process where one service provider assumes total responsibility for all aspects of the project and delivers the full end product / service required by the contract.
1.28	“Written” or “in writing”	means handwritten in ink or any form of electronic or mechanical writing.

2. APPLICATION

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

2. GENERAL

2.1	Unless otherwise indicated in the tendering documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a tender. Where applicable a non-refundable fee for documents may be charged.
2.2	Invitations to tender are usually published in locally distributed news media and on the Municipality /municipal entity website.

3. STANDARDS

3.1	The goods supplied shall conform to the standards mentioned in the tendering documents and specifications.
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4. USE OF CONTRACT DOCUMENTS AND INFORMATION INSPECTION

4.1	The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
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4.2	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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4.3	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.
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4.4	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.
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5. PATENT RIGHTS

5.1	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.
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5.2	When a supplier developed documentation / projects for the municipality / municipal entity, the intellectual, copy and patent rights or ownership of such documents or projects will vest in the municipality / municipal entity.
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6. PERFORMANCE SECURITY

6.1	Within thirty (30) days of receipt of the notification of contract award, the successful tenderer shall furnish to the purchaser the performance security of the amount specified in SCC.
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6.2	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
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6.3	<p>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:</p> <ul style="list-style-type: none"> 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 tendering documents or another form acceptable to the purchaser; or b) a cashier's or certified Cheque.
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6.4	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.
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7. INSPECTION, TESTS AND ANALYSES

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

8. PACKING

8.1	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.
8.2	The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, and in any subsequent instructions ordered by the purchaser.

9. DELIVERY AND DOCUMENTS

9.1	Delivery of the goods and arrangements for shipping and clearance obligations shall be made by the supplier in accordance with the terms specified in the contract.
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10. INSURANCE

10.1	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.
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11. TRANSPORTATION

11.1	Should a price other than an all-inclusive delivered price be required, this shall be specified.
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12. INCIDENTAL SERVICES

12.1	<p>The supplier may be required to provide any or all of the following services, including additional services, if any:</p> <ul style="list-style-type: none"> 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.
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12.2	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.
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13. SPARE PARTS

13.1	<p>14.1 As specified, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:</p> <ul style="list-style-type: none"> 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
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	<ul style="list-style-type: none"> b) in the event of termination of production of the spare parts: <ul style="list-style-type: none"> (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.
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14. WARRANTY

14.1	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.
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14.2	This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise.
14.3	The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
14.4	Upon receipt of such notice, the supplier shall, within the period specified and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
14.5	If the supplier, having been notified, fails to remedy the defect(s) within the period specified, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

15. PAYMENT

15.1	The method and conditions of payment to be made to the supplier under this contract shall be specified.
15.2	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.
15.3	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.
15.4	Payment will be made in Rand unless otherwise stipulated.

16. PRICES

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

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

18.1	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.
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19. SUBCONTRACTORS

19.1	The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the tender. Such notification, in the original tender or later, shall not relieve the supplier from any liability or obligation under the contract.
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20. DELAYS IN THE SUPPLIER`S PERFORMANCE

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

21. PENALTIES

21.1	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.
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22. TERMINATION FOR DEFAULT

22.1	<p>The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:</p> <ol style="list-style-type: none"> 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 judgement of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
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22.2	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.
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23. ANTIDUMPING AND COUNTERVAILING DUTIES AND RIGHTS

23.1	When, after the date of tender, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favorable difference shall on demand be paid forthwith by the supplier to the purchaser or the purchaser may deduct such amounts from moneys (if any) which may otherwise be due to the supplier in regard to goods or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.
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24. FORCE MAJEURE

24.1	Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
24.2	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.

25. TERMINATION FOR INSOLVENCY

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

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

27.1	Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
27.2	Notwithstanding any reference to mediation and/or court proceedings herein, <ul style="list-style-type: none"> a) The parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and b) The purchaser shall pay the supplier any monies due the supplier for goods delivered and / or services rendered according to the prescripts of the contract.
27.3	Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6; <ul style="list-style-type: none"> 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.

28. GOVERNING LANGUAGE

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

29.1	The contract shall be interpreted in accordance with South African laws, unless otherwise specified.
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30. NOTICES

30.1	Every written acceptance of a tender shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his tender or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice.
30.2	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.

31. TAXES AND DUTIES

31.1	A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
31.2	A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser

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

32.1	The contractor shall not abandon, transfer, cede assign or sublet a contract or part thereof without the written permission of the purchaser
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33. AMENDMENT OF CONTRACTS

33.1	No agreement to amend or vary a contract or order or the conditions, stipulations or provisions thereof shall be valid and of any force unless such agreement to amend or vary is entered into in writing and signed by the contracting parties. Any waiver of the requirement that the agreement to amend or vary shall be in writing, shall also be in writing.
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IMPORTANT NOTICE TO ALL BIDDERS / TENDERERS

No tender will be considered if correction=~~al~~ fluid (Tipp-Ex) was used. Corrections shall be done as follows:

Scratch out the error, rewrite it and sign next to the corrected price.

Tenderers are requested to draw a diagonal line in the space provided for prices on which they do not tender on. This is to ensure that no prices are inserted after

closing date. All items to be priced.

Tenderers will be disqualified should they submit more than one tender document per company indicating different prices for the same tender.

Wrong Information Furnished

Where a contract has been awarded on the strength of the information furnished by the bidder which, after the conclusion of the relevant agreement, is proved to have been incorrect, the Municipality may, in addition to any other legal remedy it may have, recover from the contractor all costs, losses or damages incurred or sustained by the Municipality as a result of the award of the contracts