

# MATJHABENG LOCAL MUNICIPALITY



## BID DOCUMENT

**TENDER NUMBER: BID/14/2023-24**

**PANEL OF ATTORNEYS FOR THREE (3) YEARS**

**SUBMISSION OF BID DOCUMENT DEADLINE**

Date: Tuesday 21 May 2024

Time: 12:00

Venue: Municipal Civic Centre, 319 Stateway, Welkom, 9460

**NAME OF BIDDER\*** : .....

**PHYSICAL ADDRESS\*** : .....

: .....

: .....

: .....

**PHONE NUMBER(S)\*** : .....

**E-MAIL\*** : .....

**CSD REG NO\*** : .....

**B-BBEE LEVEL OF CONTRIBUTION\*** : .....

**TOTAL BID PRICE (VAT INCL.) \*** : .....

<b>BIDDING RELATED ENQUIRIES</b>	<b>TECHNICAL ENQUIRIES</b>
<b>Finance Division: SCM Unit</b> <b>Matjhabeng LM</b> <b>Mr. L Sebatane</b> <b>Tel: (057) 391 3911 / 065 914 1596</b> <b>E-mail: lesibos@matjhabeng.co.za</b>	<b>Corporate Division: Legal Services</b> <b>Matjhabeng LM</b> <b>Ms. M Seekoei</b> <b>Tel: 063 688 6181</b> <b>E-mail:</b> <b>matshidiso.seekoei@matjhabeng.co.za</b>

Sealed and clearly marked bids must be placed in the Bid Box at the Municipal Offices, Municipal Civic Centre, 319 Stateway, Welkom not later than 12:00 pm of the closing date.

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# PART 1

## PART 1.1: INVITATION TO TENDER

### BID INVITATION

TENDER NUMBER	DESCRIPTION	EVALUATION CRITERIA	CIDB GRADING	PRICE (NON-REFUNDA-BLE)	COMPULSORY BRIEFING SESSION	CONTACT PERSON (TECHNICAL)	CLOSING DATE AND TIME
BID/14/2023-24	Panel of attorneys for three (3) years	1. Mandatory 2. Functionality 3. 80/20 or 90/10 for Price & Specific goals ( <b>Criteria inside the tender document</b> )	N/A	Downloadable for free on e-tender portal or printed document available at the municipal main building at R600,00	N/A	Ms. M Seekoei 063 688 6181 matshidiso. seekoei@matjhabeng.co.za	21/05/2024 Tuesday 12:00

<b>All SCM related enquiries must be directed:</b> Mr. L SEBATANE 057 391 3911 (LESIBOS@MATJHABENG.CO.ZA) AND Ms. S MALGAS 057 391 3911 (SYLVIA.MALGAS@MATJHABENG.CO.ZA)	PAYMENTS CANNOT BE MADE AT THE SUPPLY CHAIN MANAGEMENT OFFICE  PAYMENTS CAN BE MADE AT THE CASHIERS • Welkom Offices	ALTERNATIVELY DIRECT OR ELECTRONIC DEPOSITS TO THE MUNICIPAL BANK ACCOUNT: ABSA BANK, ACCOUNT NO: 4053705465, BRANCH CODE: 632 005, REF: TENDER NUMBER
	DOCUMENTS CAN BE COLLECTED AT: MATJHABENG LOCAL MUNICIPALITY MAIN BUILDING, ROOM 108 C/O RYK AND STATEWAY STREET WELKOM 9460	ALL TENDER DOCUMENTS TO BE <u>SUBMITTED</u> AT: MATJHABENG LOCAL MUNICIPALITY IN THE TENDER BOX PLACED AT THE ENTRANCE OF MUNICIPALITY OFFICES C/O RYK AND STATEWAY STREET CIVIC CENTRE WELKOM 9460
<b>AVAILABILITY OF DOCUMENTS: IMMEDIATELY</b>		

#### PLEASE NOTE:

**1. Section 217** of the Constitution of the Republic of South Africa requires an organ of state to contract for goods and services in accordance with a system which is fair, equitable, transparent, competitive and cost effective **2. No bid(s) will be accepted from a person in the service of the state** **3.** The following shall not be considered; - (i) Tenders received after the closing date and time determined here-in (ii) Tenders of which the envelopes have not been duly marked for identification (iii) Telegraphic, faxed and telephonic tenders or those completed in pencils **4.** The lowest bid/proposal will not necessarily be accepted and the Municipality reserves the right to accept where applicable a part or portion of any bid or where possible accepts bids or proposals from multiple bidders **5.** Matjhabeng Local Municipality reserves the right to appoint or not appoint **6.** Municipal Supply Chain Management Policy and Preferential Procurement policy Framework Act No 5 of 2000 and its regulations will be applied **7.** In case where the bid validity period is not indicated in the bid document the validity period shall be 90 days from the closing date of the bid. The Municipality will only communicate the outcome of the bid with the successful bidder.

\_\_\_\_\_  
**Municipal Manager**  
**Adv. L Ngoqo**

## **PART 1.2: TENDER CONDITIONS AND INFORMATION**

### **1.2.1 General Conditions of Contract**

The General Conditions of Contract (GCC) as well as Special Conditions of Contract (SCC) forming part of this set of tender documents will be applicable to this tender in addition to the conditions of tender. Where the GCC and SCC conflict with one another, the stipulations of the SCC will prevail.

### **1.2.2 Acceptance or Rejection of a Tender**

The Municipality reserves the right to withdraw any invitation to tender and/or to re-advertise or to reject any tender or to accept a part of it. The Municipality does not bind itself to accepting the lowest tender or the tender scoring the highest points.

### **1.2.3 Validity Period**

Bids shall remain valid for ninety (90) days after the tender closure date.

### **1.2.4 Cost of Tender Documents**

Downloadable for free on e-tender portal or printed document available at the municipal main building at R600,00.

### **1.2.5 Registration on Central Supplier Database**

The Municipality may award tenders to prospective suppliers who are not registered on the Database.

### **1.2.6 Completion of Tender Documents**

(a) The original tender document must be completed fully in black ink and signed by the authorized signatory to validate the tender. Do not use pencils or correction fluid to make corrections. Make corrections, if necessary, only by placing a line across the words/numbers to be corrected and initial next to the amended text. All MBD forms in the tender must be completed truly and signed by the authorized signatory. Part 5: DECLARATION must be completed and signed by the authorized signatory. Failure to do so will result in the disqualification of the tender.

(b) Tender documents may not be retyped. Retyped documents will result in the disqualification of the tender.

(c) The complete original tender document must be returned. Missing pages will result in the disqualification of the tender.

(d) No unauthorized alteration of this set of tender documents will be allowed. Any unauthorized alteration will disqualify the tender automatically. Any ambiguity must be cleared with contact person for the tender before the tender closure.

(e) The tender document as provided by the Municipality's Supply Chain Management Section will be the prevailing document in the event of an inconsistency between the completed submitted tender document by a bidder and the tender document provided by the Municipality.

### **1.2.7 Compulsory Documentation**

#### **1.2.7.1 Tax Compliance Status Letter and PIN**

(a) A copy of a Tax Compliance Status Letter and PIN, obtainable from South African Revenue Service (SARS) offices or printed from the SARS website may accompany the bid documents. The onus is on

the bidder to ensure that their tax matters with SARS are in order.

(b) In the case of a Consortium/Joint Venture every member may submit a separate Tax Compliance Status Letter and PIN, obtainable from the SARS offices or printed from the SARS website, with the bid documents. The onus is on the bidders to ensure that their tax matters with SARS are in order.

(c) The Tax Compliance Status PIN will be verified by the Municipality on the SARS website.

### **1.2.8 Other Documentation**

#### **1.2.8.1 Construction Industry Development Board (CIDB) (If applicable)**

(a) When applicable, the bidder's CIDB registration certificate must be included with the tender, failure to provide the required CIDB Certificate will disqualify the bid.

(b) In case of a Consortium/Joint Venture a Consolidated CIDB certificate must be attached, failure to do so will disqualify the bid.

(c) The Municipality will verify the bidder's CIDB registration during the evaluation process.

#### **1.2.8.2 Municipal Rates, Taxes and Charges**

(a) A copy of the bidders municipal account (for the Municipality where the bidder pays his account) not older than three (3) months must accompany the tender documents. If such a copy does not accompany the bid document of the bidder, the bid will be disqualified.

(b) Any bidder which is in arrears with their municipal rates and taxes or municipal charges due to any Municipality or any of its entities for more than three months before the bid closure date will be unsuccessful.

(c) If a bidder rents their premises, proof must be submitted that the rental includes their municipal rates and taxes or municipal charges.

(d) In the case of a Consortium/Joint Venture all bidders must submit municipal accounts or lease agreements, failure to do so will disqualify the bid.

### **1.2.9 Authorized Signatory**

(a) A copy of the recorded resolution taken by the board of directors, members, partners, or trustees authorizing the representative to submit this bid on the bidder's behalf must be attached to the bid document on submission time.

(b) A bid shall be eligible for consideration only if it bears the signature of the bidder or of some person duly and lawfully authorized to sign it for and on behalf of the bidder.

(c) If such a copy of the resolution does not accompany the bid document of the successful bidder, the bid will be disqualified

### **1.2.10 Site/Information Meetings**

(a) Site or information meetings, if specified, are compulsory. Bids will not be accepted from bidders who have not attended compulsory site or information meetings. Bidders that arrive 15 minutes or more after the advertised time the meeting starts will not be allowed to attend the meeting or to sign the attendance register. If a bidder is delayed, he must inform the contact person before the meeting commence and will only be allowed to attend the meeting if the chairperson of the meeting as well as all the other bidders attending the meeting, give permission to do so.

(b) All partners or the leading partner of a Joint Venture must attend the compulsory site or information meeting.

#### **1.2.11 Samples**

Samples, if requested, are to be provided to the Municipality with the tender document or as stipulated. Failure to do so as and when required will result in the disqualification of the tender.

#### **1.2.12 Quantities of Specific Items**

If tenders are called for a specific number of items, the Municipality reserves the right to change the number of such item to be higher or lower. The successful bidder will then be given an opportunity to evaluate the new scenario and inform the Municipality if it is acceptable. If the successful bidder does not accept the new scenario, it will be offered to the second-placed bidder. The process will be continued to the Municipality's satisfaction.

#### **1.2.13 Submission of Tender**

(a) The tender must be placed in a sealed envelope, or envelopes when the two-envelope system is specified, clearly marked with the tender number, title as well as closing date and time and placed in **the Tender Box at the entrance of Municipal Offices, Municipal Civic Centre, 319 Stateway, Welkom not later than 12:00 pm of the closing date. Municipal postal address is not used for this purpose. Only bids hand delivered to the tender box will be accepted.**

(b) Faxed, e-mailed and late tenders will not be accepted.

#### **1.2.14 Expenses Incurred in Preparation of Tender**

The Municipality shall not be liable for any expenses incurred in the preparation and submission of the tender.

#### **1.2.15 Contact with Municipality after Tender Closure Date**

Bidders shall not contact the Matjhabeng Local Municipality on any matter relating to their bid from the time of the opening of the bid to the time the contract is awarded. If a bidder wishes to bring additional information to the notice of the Matjhabeng Local Municipality, it should do so in writing to the Matjhabeng Local Municipality. Any effort by the firm to influence the Matjhabeng Local Municipality in the bid evaluation, bid comparison or contract award decisions may result in the rejection of the bid.

#### **1.2.16 Opening, Recording and Publications of Tenders Received**

(a) Tenders will be opened on the closing date immediately after the closing time specified in the tender documents. If requested by any bidder present, the names of the bidders, and if practical, the total amount of each bid and of any alternative bids will be read out aloud.

(b) Details of tenders received in time will be recorded in a register which is open to public inspection.

(c) Faxed, e-mailed and late tenders will not be accepted.

#### **1.2.17 Evaluation of Tenders**

- Stage 1 : Administrative compliance
- Stage 2 : Functionality
- Stage 3 : Financial Offer and Preference Evaluation

## Stage 1: Administrative Compliance

Over and above the test for responsiveness as described under Part 1.2 of the tender conditions and information, failure of the bidder to submit the following will result in immediate disqualification:

- Letter of Authority of Signatory.
- Copy(s) of Company/CC/Trust/Partnership Registration Certificate(s) as well as certified copy(s) of Identity Document(s) of all Shareholder(s) as per Registration Certificate. This must be submitted for all Members/Partners in case of a Joint Venture/Partnership. Certification must not be older than three (3) months.
- Joint Venture (JV) Agreement/Disclosure (if applicable).
- Municipal Account of the Company which is not more than three (3) months in arrears/Lease Agreement of the Company with proof that the rental includes their municipal rates and taxes and municipal service charges. This must be submitted for all Members/Partners in case of a Joint Venture/Partnership.
- Proof of Central Supplier Database (CSD) registration. This must be submitted for all Members/Partners in case of a Joint Venture/Partnership. If not CSD registered, a Valid Tax Compliance Status Letter and PIN must be submitted. This must be submitted for all Members/Partners in case of a Joint Venture/Partnership.
- Valid Fidelity Fund Certificate.
- Certificate of Good Standing from the Legal Practice Council in respect of proposed Practitioners which is not older than three months.
- All MBD forms, Declaration and Contract Form duly completed and signed.
- **COMPULSARY DOCUMENTATION/CHECKLIST AT THE END OF THE BID DOCUMENT MUST BE COMPLETED IN FULL AND ADHERED TO.**

## Stage 2: Functionality

The Service Providers will be evaluated against the criteria as set out below:

Bids will be evaluated strictly according to the bid evaluation criteria stipulated in the terms of reference. Bidders must, as part of their bid documents, submit supportive documentation for all requirements as indicated hereunder.

The panel responsible for scoring the respective bids will evaluate and score all bids based on their submissions and the information provided.

Bidders must ensure that all information is supplied as required. The Bid Evaluation Committee (BEC) will evaluate and score all responsive bids and will verify all documents submitted by the bidders.

**Bidders must score a minimum qualifying score of 60 out of 100 for functionality for all panels tendered for. All bids that fail to achieve the minimum score shall be deemed as being non-responsive.**



No.	<b><u>CONVEYANCING SERVICES</u></b> <b>Note: The Lead Practitioner for tenderers who submit a bid for conveyancing services must be an admitted conveyancer.</b>	Applicable Values	Reference to Schedule/Annexure	Weight	Max Points
1	Years of experience of Lead Practitioner, calculated from date of admission as a Conveyancer  (CV of Lead Practitioner with certified copies of qualifications must be attached)	0-2 years 3-5 years 6-10 years	A1	10 20 30	<b>30</b>
2	Experience in conveyancing instructions attended to excluding for Local or Provincial Government by the tendering entity/firm, on behalf of clients in the previous 12 months  (Tenderers are to submit description of matter/instructions)	0-5 instructions 6-10 instructions > 10 instructions	A2	10 20 30	<b>30</b>
3	Experience in conveyancing transactions for Local or Provincial Government by the tendering entity in the past 36 months  (Tenderers are to submit description of matter/instructions)	0-5 instructions 6-10 instructions 11-20 instructions 21-30 instructions > 30 instructions	A3	5 10 20 30 40	<b>40</b>
	<b>TOTAL</b>				<b>100</b>

**CONVEYANCING SERVICES**

**SCHEDULE: A1**

**ATTACH HERETO CURRICULUM VITAE AND CERTIFIED COPIES OF QUALIFICATIONS**

**CONVEYANCING SERVICES**

**SCHEDULE: A2**

**ATTACH HERETO PROOF OF CONVEYANCING INSTRUCTIONS ATTENDED EXCLUDING  
LOCAL AND PROVINCIAL GOVERNMENT**

**CONVEYANCING SERVICES**

**SCHEDULE: A3**

**ATTACH HERETO PROOF OF CONVEYANCING INSTRUCTIONS ATTENDED FOR LOCAL AND  
PROVINCIAL GOVERNMENT**

No.	<b><u>MAGISTRATES, REGIONAL AND SUPERIOR COURTS</u></b>	Applicable values	Reference to Schedule/Annexure	Weight	Max Points
1	Years of experience of Lead Practitioner, calculated from date of post qualification as a Legal Practitioner  (CV of Lead Practitioner must be attached)	0-2 years 3-5 years 6-10 years	B1	10 20 30	<b>30</b>
2	Relevant experience in the Courts of the Republic -instructions attended to excluding for Local and Provincial Government by the tendering entity/firm, on behalf of clients in the previous 12 months (Tenderers are to submit description of matter/instructions)	0-10 instructions 11-20 instructions > 20 instructions	B2	10 20 30	<b>30</b>
3	Experience in the Courts of the Republic in the previous 12 months. attended to for /against Local or Provincial Government by the tendering entity  (Tenderers are to submit description of matter/instructions)	0-10 instructions 11-20 instructions 21-30 instructions > 30 instructions	B3	10 20 30 40	<b>40</b>
	<b>TOTAL</b>				<b>100</b>

**MAGISTRATES, REGIONAL AND SUPERIOR COURTS**

**SCHEDULE: B1**

**ATTACH HERETO CURRICULUM VITAE AND CERTIFIED COPIES OF QUALIFICATIONS**

**MAGISTRATES, REGIONAL AND SUPERIOR COURTS**

**SCHEDULE: B2**

**ATTACH HERETO PROOF OF EXPERIENCE OF COURTS IN THE REPUBLIC EXCLUDING LOCAL  
AND PROVINCIAL GOVERNMENT**

**MAGISTRATES, REGIONAL AND SUPERIOR COURTS**

**SCHEDULE: B3**

**ATTACH HERETO PROOF OF EXPERIENCE OF COURTS FOR LOCAL AND PROVINCIAL  
GOVERNMENT**



No.	<b><u>CORPORATE AND COMMERCIAL LAW</u></b>	Applicable values	Reference to Schedule/Annexure	Weight	Max Points
1	Years of experience of Lead Practitioner, calculated from date of admission as a Legal Practitioner  (CV of Lead Practitioner must be attached)	0-2 years 3-5 years 6-10 years	C1	10 20 30	<b>30</b>
2	Experience in Corporate and Commercial Law instruction attended to by the tendering entity/ firm, on behalf of clients in the past 36 months  (Tenderers are to submit description of matter/instructions)	0-10 instructions 11-20 instructions > 20 instructions	C2	10 20 30	<b>30</b>
3	Experience in drafting commercial agreements and/or transactions undertaken pursuant to or in terms of the Companies Act 71 of 2008 (Including instructions to prepare a written agreement) in the past 36 months  (Tenderers are to submit description of matter/instructions)	0-10 instructions 11-20 instructions 21-30 instructions > 30 instructions	C3	10 20 30 40	<b>40</b>
	<b>TOTAL</b>				<b>100</b>

**CORPORATE AND COMMERCIAL LAW**

**SCHEDULE: C1**

**ATTACH HERETO CURRICULUM VITAE AND CERTIFIED COPIES OF QUALIFICATIONS**

**ATTACH HERETO PROOF OF CORPORATE AND COMMERCIAL LAW INSTRUCTIONS  
ATTENDED IN THE REPUBLIC**

**CORPORATE AND COMMERCIAL LAW**

**SCHEDULE: C3**

**ATTACH HERETO PROOF OF COMMERCIAL AGREEMENTS AND/OR TRANSACTIONS  
UNDERTAKEN PURSUANT TO OR IN TERMS OF THE COMPANIES ACT 71 OF 2008  
(INCLUDING INSTRUCTIONS TO PREPARE A WRITTEN AGREEMENT)**

No.	<u>ALTERNATE DISPUTE RESOLUTION</u>	Applicable values	Reference to Schedule/Annexure	Weight	Max Points
1	Years of experience of Lead Practitioner, calculated from date of admission as a Legal Practitioner (CV of Lead Practitioner must be attached)	0-2 years 3-5 years 6-10 years	D1	10 20 30	<b>30</b>
2	Experience in Alternate Dispute Resolution instructions attended to excluding for Local and Provincial Government by the tendering entity/firm, on behalf of clients in the past 36 months  (Tenderers are to submit description of matter/instructions)	0-10 instructions 11-20 instructions > 20 instructions	D2	10 20 30	<b>30</b>
3	Experience in Alternative Dispute Resolution instructions attended to for/against Local or Provincial Government by the tendering entity in the past 60 months  (Tenderers are to submit description of matter/instructions)	0-10 instructions 11-20 instructions 21-30 instructions > 30 instructions	D3	10 20 30 40	<b>40</b>
	<b>TOTAL</b>				<b>100</b>

**ALTERNATE DISPUTE RESOLUTION**

**SCHEDULE: D1**

**ATTACH HERETO CURRICULUM VITAE AND CERTIFIED COPIES OF QUALIFICATIONS**

**ALTERNATE DISPUTE RESOLUTION**

**SCHEDULE: D2**

**ATTACH HERETO PROOF OF ALTERNATE DISPUTE RESOLUTION INSTRUCTIONS ATTENDED  
EXCLUDING LOCAL AND PROVINCIAL GOVERNMENT**

**ALTERNATE DISPUTE RESOLUTION**

**SCHEDULE: D3**

**ATTACH HERETO PROOF OF ALTERNATE DISPUTE RESOLUTION INSTRUCTIONS ATTENDED  
FOR LOCAL AND PROVINCIAL GOVERNMENT**



No.	<u>LABOUR LAW</u>	Applicable values	Reference to Schedule/Annexure	Weight	Max Points
1	Years of experience of Lead Practitioner, calculated from date of admission as a Legal Practitioner  (CV of Lead Practitioner must be attached)	0-2 years 3-5 years 6-10 years	E1	10 20 30	<b>30</b>
2	Experience in Labour Law instructions attended to excluding for Local and Provincial Government by the tendering entity/firm, on behalf of clients in the past 36 months  (Tenderers are to submit description of matter/instructions)	0-10 instructions 11-20 instructions > 20 instructions	E2	10 20 30	<b>30</b>
3	Experience in Labour instructions attended to for/against Local or Provincial Government by the tendering entity in the past 60 months  (Tenderers are to submit description of matter/instructions)	0-10 instructions 11-20 instructions 21-30 instructions > 30 instructions	E3	10 20 30 40	<b>40</b>
	<b>TOTAL</b>				<b>100</b>

**ATTACH HERETO CURRICULUM VITAE AND CERTIFIED COPIES OF QUALIFICATIONS**

**LABOUR LAW**

**SCHEDULE: E2**

**ATTACH HERETO PROOF OF LABOUR LAW INSTRUCTIONS ATTENDED EXCLUDING LOCAL  
AND PROVINCIAL GOVERNMENT**

**LABOUR LAWS**

**SCHEDULE: E3**

**ATTACH HERETO PROOF OF LABOUR LAW INSTRUCTIONS ATTENDED FOR LOCAL AND  
PROVINCIAL GOVERNMENT**

No.	<u>PLANNING LAW</u>	Applicable values	Reference to Schedule/Annexure	Weight	Max Points
1	Years of experience of Lead Practitioner, calculated from date of admission as a Legal Practitioner (CV of Lead Practitioner must be attached)	0-2 years 3-5 years 6-10 years	F1	10 20 30	<b>30</b>
2	Experience in Planning Law instructions attended to excluding for Local and Provincial Government by the tendering entity/firm, on behalf of clients in the past 60 months  (Tenderers are to submit description of matter/instructions)	0-10 instructions 11-20 instructions > 20 instructions	F2	10 20 30	<b>30</b>
3	Experience in Planning Law instructions attended in relation to Local or Provincial Government by the tendering entity in the past 60 months  (Tenderers are to submit description of matter/instructions)	0-10 instructions 11-20 instructions 21-30 instructions > 30 instructions	F3	10 20 30 40	<b>40</b>
	<b>TOTAL</b>				<b>100</b>

**ATTACH HERETO CURRICULUM VITAE AND CERTIFIED COPIES OF QUALIFICATIONS**

**PLANNING LAW**

**SCHEDULE: F2**

**ATTACH HERETO PROOF OF PLANNING LAW INSTRUCTIONS ATTENDED EXCLUDING LOCAL  
AND PROVINCIAL GOVERNMENT**

**PLANNING LAW**

**SCHEDULE: F3**

**ATTACH HERETO PROOF OF PLANNING LAW INSTRUCTIONS ATTENDED FOR LOCAL AND  
PROVINCIAL GOVERNMENT**



No.	<u>ENVIRONMENTAL LAW</u>	Applicable values	Reference to Schedule/ Annexure	Weight	Max Points
1	Years of experience of Lead Practitioner, calculated from date of admission as Legal Practitioner (CV of Lead Practitioner must be attached)	0-2 years 3-5 years 6-10 years	G1	10 20 30	<b>30</b>
2	Experience in Environmental Law instructions attended to excluding for Local and Provincial Government by the tendering entity/firm, on behalf of clients in the last 36 months (Tenderers are to submit description of matter/instructions)	0-10 instructions 11-20 instructions > 20 instructions	G2	10 20 30	<b>30</b>
3	Experience in Environmental Law instructions attended to for/ against Local or Provincial Government by the tendering entity in the past 36 months (Tenderers are to submit description of matter/instructions)	0-10 instructions 11-20 instructions 21-30 instructions > 30 instructions	G3	10 20 30 40	<b>40</b>
	<b>TOTAL</b>				<b>100</b>

**ATTACH HERETO CURRICULUM VITAE AND CERTIFIED COPIES OF QUALIFICATIONS**

**ATTACH HERETO PROOF OF ENVIRONMENTAL LAW INSTRUCTIONS ATTENDED  
EXCLUDING LOCAL AND PROVINCIAL GOVERNMENT**

**ATTACH HERETO PROOF OF ENVIRONMENTAL LAW INSTRUCTIONS ATTENDED FOR  
LOCAL AND PROVINCIAL GOVERNMENT**

No.	<u>PROCUREMENT LAW</u>	Applicable values	Reference to Schedule/ Annexure	Weight	Max Points
1	Years of experience of Lead Practitioner, calculated from date of admission as a Legal Practitioner  (CV of Lead Practitioner must be attached)	0-2 years 3-5 years 6-10 years	H1	5 10 20 30	<b>30</b>
2	Experience in Procurement Law Instructions attended to excluding for Local and Provincial Government by the tendering entity/firm, on behalf of clients in the past 60 months  (Tenderers are to submit description of matter/instructions)	0-10 instructions 11-20 instructions > 20 instructions	H2	10 20 30	<b>30</b>
3	Experience in Procurement Law instructions attended to for Local or Provincial Government by the tendering entity in the past 60 months  (Tenderers are to submit description of matter/instructions)	0-10 instructions 11-20 instructions 21-30 instructions > 30 instructions	H3	10 20 30 40	<b>40</b>
	<b>TOTAL</b>				<b>100</b>

**ATTACH HERETO CURRICULUM VITAE AND CERTIFIED COPIES OF QUALIFICATIONS**

**PROCUREMENT LAW**

**SCHEDULE: H2**

**ATTACH HERETO PROOF OF PROCUREMENT LAW INSTRUCTIONS ATTENDED EXCLUDING  
LOCAL AND PROVINCIAL GOVERNMENT**

**PROCUREMENT LAWS**

**SCHEDULE: H3**

**ATTACH HERETO PROOF OF PROCUREMENT LAW INSTRUCTIONS ATTENDED FOR LOCAL  
AND PROVINCIAL GOVERNMENT**



No.	<b><u>PERSONAL INJURY AND PUBLIC LIABILITY LAW</u></b>	Applicable values	Reference to Schedule/ Annexure	Weight	Max Points
1	Years of experience of Lead Practitioner, calculated from date of admission as a Legal Practitioner (CV of Lead Practitioner must be attached)	0-2 years 3-5 years 6-10 years	I1	10 20 30	<b>30</b>
2	Experience in Personal Injury and Public Law instructions attended to excluding for Local and Provincial Government by the tendering entity/firm, on behalf of clients in the past 60 months (Tenderers are to submit description of matter/instructions)	0-5 instructions 6-10 instructions 11-20 instructions > 20 instructions	I2	5 10 20 30	<b>30</b>
3	Experience in Personal injury and Public Law instructions attended to for/against Local or Provincial Government by the tendering entity in the past 60 months (Tenderers are to submit description of matter/instructions)	0-10 instructions 11-20 instructions 21-30 instructions > 30 instructions	I3	10 20 30 40	<b>40</b>
	<b>TOTAL</b>				<b>100</b>

**ATTACH HERETO CURRICULUM VITAE AND CERTIFIED COPIES OF QUALIFICATIONS**

**PERSONAL INJURY AND PUBLIC LIABILITY LAW**

**SCHEDULE: 12**

**ATTACH HERETO PROOF OF PERSONAL INJURY AND PUBLIC LIABILITY LAW INSTRUCTIONS  
ATTENDED EXCLUDING LOCAL AND PROVINCIAL GOVERNMENT**

**ATTACH HERETO PROOF OF PERSONAL INJURY AND PUBLIC LIABILITY LAW  
INSTRUCTIONS ATTENDED FOR LOCAL AND PROVINCIAL GOVERNMENT**

No.	<u>PROPERTY LAW</u>	Applicable values	Reference to Schedule/ Annexure	Weight	Max Points
1	Years of experience of Lead Practitioner, calculated from date of admission as a Legal Practitioner  (CV of Lead Practitioner must be attached)	0-2 years 3-5 years 6-10 years	J1	10 20 30	<b>30</b>
2	Experience in Property Law instructions attended to excluding for Local and Provincial Government by the tendering entity/firm, on behalf of clients in the past 60 months  (Tenderers are to submit description of matter/instructions)	0-5 instructions 6-10 instructions 11-20 instructions > 20 instructions	J2	5 10 20 30	<b>30</b>
3	Experience in Property Law instructions attended to for / against Local or Provincial Government by the tendering entity in the past 60 months  (Tenderers are to submit description of matter/instructions)	0-10 instructions 11-20 instructions 21-30 instructions > 30 instructions	J3	10 20 30 40	<b>40</b>
	<b>TOTAL</b>				<b>100</b>

**PROPERTY LAW**

**SCHEDULE: J1**

**ATTACH HERETO CURRICULUM VITAE AND CERTIFIED COPIES OF QUALIFICATIONS**

**PROPERTY LAW**

**SCHEDULE: J2**

**ATTACH HERETO PROOF OF PROPERTY LAW INSTRUCTIONS ATTENDED EXCLUDING LOCAL  
AND PROVINCIAL GOVERNMENT**

**PROPERTY LAW**

**SCHEDULE: J3**

**ATTACH HERETO PROOF OF PROPERTY LAW INSTRUCTIONS ATTENDED FOR LOCAL AND  
PROVINCIAL GOVERNMENT**



No.	<u>INTELLECTUAL PROPERTY, INFORMATION TECHNOLOGY AND INTERNET LAW</u>	Applicable values	Reference to Schedule/ Annexure	Weight	Max Points
1	Years of experience of Lead Practitioner, calculated from date of admission as a Legal Practitioner  (CV of Lead Practitioner must be attached)	0-2 years 3-5 years 6-10 years	K1	10 20 30	<b>30</b>
2	Experience in Intellectual Property, Information Technology and Internet Law instructions attended to excluding for Local and Provincial Government by the tendering entity/firm, on behalf of clients in the past 60 months  (Tenderers are to submit description of matter/instructions)	0-10 instructions 11-20 instructions > 20 instructions	K2	10 20 30	<b>30</b>
3	Experience in Intellectual Property, Information Technology and Internet Law instructions attended to for Local or Provincial Government by the tendering entity in the past 60 months  (Tenderers are to submit description of matter/instructions)	0-10 instructions 11-20 instructions 21-30 instructions > 30 instructions	K3	10 20 30 40	<b>40</b>
	<b>TOTAL</b>				<b>100</b>

**ATTACH HERETO CURRICULUM VITAE AND CERTIFIED COPIES OF QUALIFICATIONS**

**ATTACH HERETO PROOF OF INTELLECTUAL PROPERTY, INFORMATION TECHNOLOGY AND  
INTERNET LAW INSTRUCTIONS ATTENDED EXCLUDING LOCAL AND PROVINCIAL GOVERNMENT**

**ATTACH HERETO PROOF OF INTELLECTUAL PROPERTY, INFORMATION TECHNOLOGY AND  
INTERNET LAW INSTRUCTIONS ATTENDED FOR LOCAL AND PROVINCIAL GOVERNMENT**

No.	<b>CRIMINAL LAW</b> MLM reserves the right to merge the panel with the Court's Panel above	Applicable values	Reference to Schedule/Annexure	Weight	Max Points
1	Years of experience of Lead Practitioner, calculated from date of admission as a Legal Practitioner  (CV of Lead Practitioner must be attached)	0-2 years 3-5 years 6-10 years	L1	10 20 30	<b>30</b>
2	Experience in Criminal Law instructions attended to excluding for Local and Provincial Government by the tendering entity/firm, on behalf of clients in the past 60 months  (Tenderers are to submit description of matter/instructions)	0-10 instructions 11-20 instructions > 20 instructions	L2	10 20 30	<b>30</b>
3	Experience in Criminal Law instructions attended to for Local or Provincial Government by the tendering entity in the past 60 months  (Tenderers are to submit description of matter/instructions on Schedule/Annexure)	0-10 instructions 11-20 instructions 21-30 instructions > 30 instructions	L3	10 20 30 40	<b>40</b>

**CRIMINAL LAW**

**SCHEDULE: L1**

**ATTACH HERETO CURRICULUM VITAE AND CERTIFIED COPIES OF QUALIFICATIONS**

**CRIMINAL LAW**

**SCHEDULE: L2**

**ATTACH HERETO PROOF OF CRIMINAL LAW INSTRUCTIONS ATTENDED EXCLUDING LOCAL  
AND PROVINCIAL GOVERNMENT**

**CRIMINAL LAW**

**SCHEDULE: L3**

**ATTACH HERETO PROOF OF CRIMINAL LAW INSTRUCTIONS ATTENDED FOR LOCAL AND  
PROVINCIAL GOVERNMENT**



### **Stage 3: Financial Offer and Preference Evaluation (80/20) or (90/10)**

All responsive bids that qualify by meeting the minimum thresholds for functionality will then be evaluated on the basis of price and preference in accordance with the Preferential Procurement Regulations 2022. The points scored for functionality are not carried over or considered in the calculation of the Financial and Preference evaluation.

#### **80/20 preference point system for acquisition of goods or services with Rand value equal to or below R50 million**

The following formula must be used to calculate the points for price in respect of an invitation for tender for income-generating contracts, with a Rand value equal to or below R50 million, inclusive of all applicable taxes:

$$P_s = 80 \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

Where:

Ps = Points scored for price of tender under consideration.

Pt = Price of tender under consideration; and

Pmin = Price of lowest acceptable tender.

- a) A maximum of 20 points may be awarded to a tenderer for the specific goal specified for the tender.
- b) The points scored for the specific goal must be added to the points scored for price and the total must be rounded off to the nearest two decimal places.
- c) Subject to section 2(1)(f) of the Act, the contract must be awarded to the tenderer scoring the highest points.

#### **90/10 preference point system for acquisition of goods or services with Rand value above R50 million**

The following formula must be used to calculate the points out 90 for price in respect of an invitation for tender with a Rand value above R50 million, inclusive of all applicable taxes:

$$P_s = 90 \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

Where:

Ps = Points scored for price of tender under consideration;

Pt = Price of tender under consideration; and

Pmin = Price of lowest acceptable tender.

- a) A maximum of 10 points may be awarded to a tenderer for the specific goal specified for the tender.
- b) The points scored for the specific goal must be added to the points scored for price and the total must be rounded off to the nearest two decimal places.

c) Subject to section 2(1)(f) of the Act, the contract must be awarded to the tenderer scoring the highest points.

**Up to 20 tender evaluation points will be awarded to tenderers on specific goals as follows:**

**10 points – BBBEE status level**

<b>B-BBEE STATUS LEVEL OF CONTRIBUTOR</b>	<b>NUMBER OF POINTS</b>
1	10
2	05
3	04
4	03
5	02
6	01
7	00
8	00
Non-compliant contributor	00

(2) A Bidder must submit proof of its B-BBEE status level of contributor.

(3) A Bidder failing to submit proof of B-BBEE status level of contributor or is a non-compliant contributor to B-BBEE may not be disqualified, but :

- (a) may only score points out of 80 for price and 10 points for locality; and
- (b) scores 0 points out of 10 points for B-BBEE.

**10 points – Locality**

<b>LOCAL AREA</b>	<b>NUMBER OF POINTS</b>
Within the boundaries of the Municipality	10
Outside of the boundaries of the Municipality, but within the Lejweleputswa District Municipality.	06
Within the boundaries of Free State Province	04
Outside of the boundaries of Free State Province	00
No information or inadequate information submitted to determine scoring level	00

(4) 10 points of the 20 points will be allocated to promote the goal for local area of the bidder. Company registration document/Municipal Account/Lease Agreement must be attached to claim points for this specific goal.

(5) The points scored by a Bidder on specific goals must be added to the points scored for price.

(6) The points scored will be rounded off to the nearest two decimal places.

(7) The contract will be awarded to the tenderer scoring the highest points

### **1.2.18 Procurement Policy**

Bids will be awarded in accordance with the Preferential Procurement Regulations 2022 pertaining to the Preferential Procurement Policy Framework Act, No 5 of 2000 and its amendments as well as the Municipality's Supply Chain Management Policy.

### **1.2.19 Contract**

(a) The successful bidder will be expected to sign the agreement in Part 6 of this bid document. The signing of both Parts of Part 6 of this bid document signifies the conclusion of the contract. The Municipality, at its discretion, may request the signing of an additional Service Level Agreement which, together with the signed tender document, will constitute the full agreement between the Municipality and the successful bidder.

### **1.2.20 Subcontracting**

(a) The Contractor shall not subcontract the whole of the Contract.

(b) Except where otherwise provided by the Contract, the Contractor shall not subcontract any part of the Contract without the prior written consent of the Municipality, which consent shall not be unreasonably withheld.

(c) The contractual relationship between the Contractor and any subcontractors selected by the Contractor in consultation with the Municipality in accordance with the requirements of and a procedure contained within the Scope of Work, shall be the same as if the Contractor had appointed the subcontractor in terms of paragraph (b) above.

(d) Any consent granted in accordance with paragraph (b) or appointment of a subcontractor in accordance with paragraph (c) shall not imply a contract between the Municipality and the subcontractor, or a responsibility or liability on the part of the Municipality to the subcontractor and shall not relieve the Contractor from any liability or obligation under the Contract and he shall be liable for the acts, defaults and neglects of any subcontractor, his agents or employees as fully as if they were the acts, defaults or neglects of the Contractor, his agents or employees

(e) The Contractor shall not be required to obtain such consent for –

(i) the provision of labour, or

(ii) the purchase of materials which are in accordance with the Contract, or

(iii) the purchase or hire of Construction Equipment

### **1.2.21 Language of Contract**

The contract documents will be compiled in English and the English versions of all referred documents will be taken as applicable.

### **1.2.22 Extension of Contract**

The contract with the successful bidder may be extended should additional funds become available.

### **1.2.23 Stamp and Other Duties**

The successful bidder will be liable for all duties and costs on legal documents resulting in the establishment of a contract and for the surety and retentions

### **1.2.24 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 because of the award of the contract.

### **1.2.25 Past Practices**

(a) The bid of any bidder may be rejected if that bidder or any of its directors have abused the municipality's supply chain management system or committed any improper conduct in relation to such system.

(b) The bid of any bidder may be rejected if it is or has been found that that bidder or any of its directors influenced or tried to influence any official or councilor with this or any past tender.

(c) The bid of any bidder may be rejected if it is or has been found that that bidder or any of its directors offered, promised, or granted any official or any of his/her close family members, partners or associates any reward, gift, favour, hospitality or any other benefit in any improper way, with this or any past tender.

### **1.2.26 Validity of B-BBEE certificates:**

#### **1. If the certificate was issued by a verification agency the following must be on the face of the certificate:**

SANAS logo, unique BVA number, must be an original certificate or certified copy of the original, the name and physical location of the bidder, the registration number and, where applicable, the VAT number of the bidder, the date of issue and date of expiry of the certificate, the certificate number for identification and reference, the scorecard that was used (for example EME, QSE or Generic), the name and / or logo of the Verification Agency, the certificate must be signed by the authorized person from the Verification Agency and the B-BBEE Status Level of Contribution obtained by the bidder.

#### **2. If certificate was issued by an Auditor/ Accounting Officers:**

The Accounting Officer's or Registered Auditor's letter head with full contact details, the Accounting Officer's or Registered Auditor's practice numbers, the name and the physical location of the bidder, the registration number and, where applicable, the VAT number of the bidder, the date of issue and date of expiry, the B-BBEE Status Level of Contribution obtained by the measured entity, the total black shareholding and total black female shareholding, the B-BBEE Status Level of Contribution obtained by the bidder and must be an original certificate or certified copy of the original.

#### **3. If the certificate was issued by registered auditors approved by IRBA**

Clearly identify the B-BBEE approved registered auditor by the auditor's individual registration number with IRBA and the auditor's logo, clearly record an approved B-BBEE Verification Certificate identification reference in the format required by the SASAE, reflect relevant information regarding the identity and location of the measured entity, identify the Codes of Good Practice or relevant Sector Codes applied in the determination of the scores, record the weighting points (scores) attained by the measured entity for each scorecard element, where applicable, and the measured entity's overall B-BBEE Status Level of Contribution, reflect that the B-BBEE Verification Certificate and accompanying assurance report issued

to the measured entity is valid for 12 months from the date of issuance and reflect both the issuance and expiry date, and the B-BBEE Status Level of Contribution obtained by the bidder and must be an original certificate or certified copy of the original.

#### **4. A sworn affidavit prescribed by the B-BBEE Codes of Good Practice.**

### **FAILURE TO COMPLY WITH THE ABOVEMENTIONED WILL RESULT IN NO PREFERENCE POINTS BEING AWARDED**

#### **1.2.27 Letter of Good Standing from the Commissioner of Compensation (If applicable)**

(a) A valid Letter of Good Standing from the Compensation Commissioner or a copy thereof, must accompany the bid documents unless the bidder is registered on the Central Supplier Database and they have a valid Letter of Good Standing from the Compensation Commissioner or a copy thereof for the bidder on record. The onus is on the bidder to ensure that the Municipality has a valid Letter of Good Standing from the Compensation Commissioner or a copy thereof on record.

(b) In the case of a Consortium/Joint Venture every member must submit a separate valid Letter of Good Standing from the Compensation Commissioner or a copy thereof with the bid documents unless the member is registered on the Central Supplier Database and they have a valid Letter of Good Standing from the Compensation Commissioner or a copy thereof on record for all members of the Consortium/Joint Venture.

(c) If a bid is not supported by a valid Letter of Good Standing from the Compensation Commissioner or a copy thereof, either as an attachment to the bid documents or on record in the case of suppliers registered on the Central Supplier Database, the Municipality reserves the right to obtain such document after the closing date. If no such document can be obtained within a period as specified by the Municipality, the bid will be disqualified.

(d) If a bid is accompanied by proof of application for valid Letter of Good Standing from the Compensation Commissioner, the original or copy thereof must be submitted on/or before the final date of award.

(e) Should a bidder's Letter of Good Standing from the Compensation Commissioner expire during the contract period, a valid certificate must be submitted within an agreed upon time.

(f) The right is reserved to not award a tender if a valid Letter of Good Standing from the Compensation Commissioner or a certified copy thereof is not submitted within the requested time.

#### **1.2.28 Negotiations**

Should the tender prices be higher than the available funds of the client, the client reserves the right to negotiate with the successful bidder to limit the work in accordance with the tender specifications in order not to exceed the available budget.

#### **1.2.29 Joint Ventures**

The Joint venture agreement must be submitted as part of the bid documents;

(a) No amendments to Joint venture agreement may be made without the prior approval of the Municipality; if not accepted by the Municipality and the Joint venture continue without approval the Joint venture contract can be cancelled as if poor performance had taken place;

(b) Joint venture will only qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits, together with the submission of the bid, their B-BBEE status level certificate issued in the name of the Joint venture.

(c) All members of the Joint venture must submit, with the bid documents:

- a valid tax compliance status letter and SARS tax PIN, individually;
- certified company registration documents, individually;
- proof of CSD not older than three (3) months, individually;
- an agreement that clearly provides clarity of Profit and liability sharing; and
- a resolution taken by the board of directors of the Joint venture and other information that agrees with the Joint venture agreement as detailed in on pages 101-103.

(d) For the evaluation of functionality regarding a Joint venture refer to the functionality section.

### **1.2.30 Enquiries**

Enquiries in connection with this tender, prior to the tender closure date, may be addressed to Mr. L. Sebatane at telephone 065 914 1596 or e-mail at [lesibos@matjhabeng.co.za](mailto:lesibos@matjhabeng.co.za) and Ms. S Malgas at telephone number 057 391 3911 or e-mail at [sylvia.malgas@matjhabeng.co.za](mailto:sylvia.malgas@matjhabeng.co.za)

### 1.3: GENERAL CONDITIONS OF CONTRACT

#### 1. Definitions

1. The following terms shall be interpreted as indicated:
- 1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
- 1.2 "Contract" means the written agreement entered between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
- 1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
- 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- 1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 1.7 "Day" means calendar day.
- 1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.
- 1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.
- 1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the goods are so delivered and a valid receipt is obtained.
- 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
- 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13 "Fraudulent practice" means a misrepresentation of facts to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 "GCC" means the General Conditions of Contract.
- 1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the goods 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 that functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 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 hand-written in ink or any form of electronic or mechanical writing.

## **2. Application**

- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services (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 bidding documents.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific goods, services or works.
- 2.3 Where such special conditions of contract conflict with these general conditions, the special conditions shall apply.

## **3. General**

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

## **4. Standards**

- 4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.

## **5. Use of contract documents and information inspection**

- 5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

## **6. Patent Rights**

- 6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.
- 6.2 When a supplier developed documentation / projects for the municipality / municipal entity, the intellectual, copy and patent rights or ownership of such documents or projects will vest in the municipality / municipal entity.

## **7. Performance security**

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

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

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that goods to be produced or services to be rendered should at any stage be subject to inspections, tests and analyses, the bidder or contractor's premises shall be open, at all reasonable hours, for inspection by a representative of the purchaser or organization acting on behalf of the purchaser.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the goods to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the goods or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such goods or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Goods and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract goods may on or after delivery be inspected, tested or analyzed 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.
- 8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 22 of GCC.



**9. Packing**

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

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

**10. Delivery and documents**

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

**11. Insurance**

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

**12. Transportation**

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

**13. Incidental Services**

13.1 The supplier may be required to provide any or all of the following services, including additional services, if any:

- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
- (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
- (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
- (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
- (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

**14. Spare parts**

14.1 As specified, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:

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

**15. Warranty**

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

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

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

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

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

**16. Payment**

16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified.

16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract.

16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.

16.4 Payment will be made in Rand unless otherwise stipulated.

**17. Prices**

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

**18. Variation orders**

- 18.1 In cases where the estimated value of the envisaged changes in purchase does not vary more than 15% of the total value of the original contract, the contractor may be instructed to deliver the goods or render the services as such. In cases of measurable quantities, the contractor may be approached to reduce the unit price, and such offers may be accepted provided that there is no escalation in price.
- 19. Assignment**
- 19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.
- 20. Subcontracts**
- 20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.
- 21. Delays in the supplier's performance**
- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the goods are required, or the supplier's services are not readily available.
- 21.4 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 22.2 without the application of penalties.
- 21.5 Upon any delay beyond the delivery period in the case of a goods contract, the purchaser shall, without cancelling the contract, be entitled to purchase goods of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.
- 22. Penalties**
- 22.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.
- 23. Termination for default**
- 23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:  
(a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2; (b) if the supplier fails to perform any other obligation(s) under the contract; or (c) if the supplier, in the judgement of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner, as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.
- 23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.
- 23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the supplier as having no objection and proceed with the restriction.
- 23.5 Any restriction imposed on any person by the purchaser will, at the discretion of the purchaser, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the purchaser actively associated.
- 23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:  
(i) the name and address of the supplier and / or person restricted by the purchaser;  
(ii) the date of commencement of the restriction  
(iii) the period of restriction; and  
(iv) the reasons for the restriction. These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.
- 23.7 If a court of law convicts a person of an offence as contemplated in Sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to Section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website

- 24. Antidumping and countervailing duties and rights**
- 24.1 When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the supplier to the purchaser or the purchaser may deduct such amounts from moneys (if any) which may otherwise be due to the supplier regarding goods or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.
- 25. Force Majeure**
- 25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligation under the contract is the result of an event of force majeure. 25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.
- 26. Termination for insolvency**
- 26.1 The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the purchaser.
- 27. Settlement of Disputes**
- 27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4 Notwithstanding any reference to mediation and/or court proceedings herein, (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and (b) the purchaser shall pay the supplier any monies due the supplier for goods delivered and / or services rendered according to the prescripts of the contract.
- 28. Limitation of Liability**
- 28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6; (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
- 29. Governing language**
- 29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
- 30. Applicable law**
- 30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified.
- 31. Notices**
- 31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice.
- 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.
- 32. Taxes and duties**
- 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid SARS must have certified that the tax matters of the preferred bidder are in order.
- 32.4 No contract shall be concluded with any bidder whose municipal rates and taxes and municipal services charges are in arrears.
- 33. Transfer of contracts**
- 33.1 The contractor shall not abandon, transfer, cede assign or sublet a contract or part thereof without the written permission of the purchaser

**34. Amendment of contracts**

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

**35. Prohibition of restrictive practices**

35.1 In terms of Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder(s) is / are or a contractor(s) was / were involved in collusive bidding.

35.2 If a bidder(s) or contractor(s) based on reasonable grounds or evidence obtained by the purchaser has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in Section 59 of the Competition Act No 89 Of 1998. 35.3 If a bidder(s) or contractor(s) has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.

# PART 2

## **PART 2.1: SPECIFICATIONS**

Establishment of Panels of Legal Services Providers

Specifications and Special Conditions

### Scope of work

It is the intention of the Matjhabeng Local Municipality to establish the following panels:

1. Conveyancing
2. Magistrate, Regional Court and Superior Courts matters (excluding debt collection);
3. Corporate law and commercial contracts
4. Alternative Dispute Resolution
5. Labour Law
6. Planning Law
7. Environmental Law
8. Procurement Law
9. Public Liability and Personal Injury Law
10. Property Law
11. Intellectual Property, Information Technology and Internet Law
12. Criminal Law
13. Urgent interdicts

It is imperative for Tenderers to provide sufficient detail in respect of their practitioners' areas of expertise (especially the Lead legal practitioner proposed per panel), as well as to indicate clearly which additional practitioners are proposed to be included in the respective panels above. Lead legal practitioners may be proposed for any number of panels, provided their expertise as submitted justifies their inclusion in a particular panel.

The following serves as an indication of the types of matters that may be allocated to the successful Tenderers on a particular panel, although this should not be regarded as an exhaustive list:

### Conveyancing

All conveyancing services, apart from those instructions that relate to a particular project where conveyancing services are procured outside of this panel.

In respect of pricing, it is recognized that Conveyancers do not in the normal course bill clients according to an hourly rate. For purposes of the Conveyancing Panel, an hourly rate must be included for evaluation purposes, as well as to make provision for services to be rendered which falls outside of the functions/services specified in the latest Conveyancing Guideline of Fees, as issued by the Legal Practice Council of South Africa or its predecessor the Law Society of South Africa.

Where conveyancing instructions, following the establishment of the Panel, are issued to the successful Tenderers, the Tenderers must invoice the municipality in accordance with the fees specified in the latest Guideline of Fees and may not charge fees more than the amounts stipulated in such Guideline. In respect of transfers of subsidy housing to be transferred to individual housing beneficiaries, a fixed rate will be charged per transaction.

Transfers including beneficiary verification, deeds office fees, deeds office searches, correspondent fees (R2000.00). Transfers excluding beneficiary verification - R 1500 including deeds office fees, deeds office searches, correspondent fees.

Instructions for subsidy housing transfers will be given in batches of a minimum of 50 transactions at a time.

### Corporate law and commercial contracts

All contracts and other form of agreements, for example Service Level Agreements, Memoranda of Understanding, Implementation Protocols and commercial lease agreements, etc. Instructions may include the drafting of these contracts as well as the provision of formal legal advice in relation to agreements, their interpretation and implementation. Litigation in respect of commercial transactions may also be allocated to the Successful Tenderers on this panel.

Commercial transactions will include a wide range of different transactions, including but not limited to: sale of property, procurement of goods and services and the purchase of property. This section includes advice to be rendered on specific instructions, as well as negotiating and drafting of agreements to effect same.

This panel will also include instructions related to the establishment of Municipal Entities, as well as advice in relation to the functioning of existing entities.

### Magistrate, Regional Court and Superior Courts matters, excluding debt collection

This panel consists of all magistrate and regional court work, of a civil nature. It specifically excludes debt collection, for which a separate procurement process has/ will been/be followed. This panel includes for example: eviction matters, spoliation applications and general claims. This will include the institution and opposition of these matters. This panel will furthermore include advice to be rendered in respect of any litigation matters and may overlap with work under corporate law and commercial contracts.

Tenderers are to note that this panel also includes matters that are instituted in courts of equal stature to Magistrate or Regional Courts, for example Equality Court matters.

Further, this panel relates to matters brought on an urgent basis in the High Court, most notably any land invasions and counter spoliation applications. This may include advice to the Municipality in respect of land invasions, as well as negotiations and engagements with role-players involved in such matters.

### Alternate Dispute Resolution

This panel relates to all matters where a form of alternative dispute resolution is required, which includes mediation, adjudication and arbitration. It is to be noted that this Panel does not include mediations and arbitrations within a Labour Law context, as the latter is provided for as part of the Labour Law Panel. When a dispute, following an unsuccessful attempt at alternative dispute resolution, becomes litigious the municipality will have the discretion to instruct the Tenderer to attend to the litigation as well. In the alternative, the municipality may decide to allocate the litigation matter to a Tenderer on a panel more suited to the instruction.

### Labour Law

This panel includes all labour related matters and therefore also appearances at the SALGBC, the CCMA, the Labour Court and the Labour Appeal Court. It may include the provision of legal advice and formal opinions within the labour law sphere, as well as the representation of the Municipality in internal disciplinary matters. This panel also includes any mediation, adjudication and arbitration proceedings in labour related matters.

### Planning Law

This panel relates to all Planning related matters, which includes litigation, advice and assistance to the Municipal departments on planning matters, advice to the Municipality's Planning Appeals Authority and advice to the Municipal Planning Tribunal.

### Environmental Law

This panel relates to all Environmental Law matters, which includes advice to the Municipality departments and litigation pertaining to environmental law.

### Procurement Law

This panel relates to all procurement law related matters, which includes formal advice, litigation, assistance with procurement processes, restrictions, appeals, objections, documents/templates and policy reviews. This may include assistance with the Municipality's processes conducted in terms of any allegations of Abuse of the Municipality's SCM system.

### Public Law

This panel relates to all Public Law matters, which includes advice, litigation, assistance with the drafting of By-laws and policies, advice to the Municipal Council and Political Office Bearers, including any Council committees, as well as formal opinions and may include High Court Litigation matters which specifically deals with matters of a constitutional nature or concerns the Municipal Council's legislative and/or executive mandate.

### Property Law

This panel relates to all property law matters, which includes advice, the drafting of property related agreements and litigation in respect of property related transactions (including expropriations and evictions in the High Court). This panel will also include any Land Claims matters, advice in relation to same, as well as the drafting of agreements and liaison with other Government Departments, including the Land Claims Commission. This may also include litigation in the Land Claims Court.

### Intellectual Property, Information Technology and Internet Law

This panel relates to all Intellectual Property functions, for instance the registering of trademarks, IP disputes and litigation. It further relates to advice to the Information Technology department of the Municipality, coupled with advice in relation to the Protection of Information (POPI), as well as Access to Information (as contemplated in PAIA).

### Injury and Public Liability Law

This panel relates to matters dealing with insurance and public liability related claims and may include, but not be limited to, Magistrate and High Court litigation in respect of insurance and or public liability matters. This includes the rendering of advice and legal assistance in respect of such matters.

### Criminal Law

This panel relates to all criminal law related matters, which I include litigation, advice, representation in inquiries and advice and assistance in relation to Law Enforcement operations, By-laws and policies. Tenderers are to note that there may be an overlap between certain panels and Tenderers may apply for any number of the panels mentioned above, provided the resources proposed have the necessary expertise to ensure the provision of professional services within those categories applied for. Tenderers are to note that a particular lead legal practitioner may not be proposed as such for more than five panels. The Matjhabeng Local Municipality will, in its sole discretion, assess a particular matter and decide within which panel that specific matter resides. In the event that a matter initially resides in a particular panel, but subsequently evolves and may be better placed within another panel, the municipality reserves the right to re-allocate such a matter to a Tenderer in the second mentioned panel. In the interests of continuity, the municipality may however decide to instruct the initial Tenderer to continue with the matter. Tenderers are to note that these decisions are within the exclusive mandate of the municipality.



## Conditions of tender

### General

Tender is awarded on an “as and when needed basis”. Appointment of a Tenderer to a panel should therefore not be regarded as a guarantee of work.

Tenderers are to have no expectation of any work or any minimum amount of work allocations.

Unless otherwise stated in the tender conditions, contracts will be concluded with the tenderers who scores the highest number of tender adjudication points in a particular panel/panel (minimum of 5 to a maximum of 10 tenderers per panel).

The Employer intends to establish a number of panels, however the Employer reserves the right not to appoint a panel at all, if insufficient responsive bids are received.

Suppliers, once appointed and subject to operational requirements, will be invited to deliver the services on a rotational basis, to be employed per panel. The rotation mechanism will ensure, as far as practically possible and subject to operational requirements, that each bidder on a respective panel receives an opportunity to render services to the Employer during the term of the contract.

Further, it is essential that instructions are allocated to tenderers who have the required capacity to accept the matter and are in a position to deliver the best possible service to the Employer. The rotation mechanism will ensure that a single bidder is not overburdened, and capacity constraints are less likely to arise. The Employer reserves the right to deviate from the rotation schedule and to approach any bidder on the panel, regardless of that bidder's position on the rotation schedule, in circumstances where it would be in the best interest of the Matjhabeng Local Municipality to do so.

Such circumstances may include, but is not limited to, a particular bidder's prior involvement in a matter, or where particular expertise is required for the matter in question.

### Award Methodology: Rotational mechanism

The Matjhabeng Local Municipality will assess a particular matter and determine, in its own discretion, in which panel the particular matter falls. Work will be allocated on a rotation basis to the tenderers on the relevant panel, which rotation will follow the order of ranking of the bidders, as per points achieved for price and preference.

Matjhabeng Municipality will approach the tenderer on the panel in the order of their ranking and/or based on who is next in line on that panel to accept the instruction. The panel member will have a period of 24 hours from the time the instruction was sent to the panel member to accept or decline the instruction.

Should the panel member fail to accept or decline the instruction within the period, the Municipality will approach the next ranked panel member in accordance with the ranking and rotation system.

Tenderers are to note that the period allowed for the acceptance of instructions are 24 hours from the time the instruction was sent for all panels, EXCEPT in urgent matters where tenderers will only have a period of two hours to either accept or decline the instruction.

Tenderers are to note that in respect of urgent matters, the Municipality may need to reduce the response time of 24 hours to accept the instruction, as circumstances require. The Municipality therefore expressly reserves the right to reduce the response time in a particular matter, where the circumstances of the matter warrant such a reduction. Failure by a Tenderer to accept the instruction within such a shorter period, the Municipality will be entitled to approach another Tenderer on the particular panel.

The Municipality also expressly reserves the right to deviate from the rotation schedule per panel and to approach any tenderer within that panel for a specific instruction, where this is considered to be in the best interests of the municipality. This may be the case where a panel member has previous knowledge of a particular matter or where specific expertise is required for a particular matter and the tenderer next in line for instructions do not have the required expertise. This could include the situation where the Tenderer next in line on the rotation roster does not have adequate capacity to attend to the matter.

The Municipality, when approaching a panel member for work allocation, retains the discretion to select

either the lead legal practitioner of the tenderer or one of the additional resources proposed, for the particular matter.

The appointment of a particular practitioner of a Tenderer to attend to specific instructions will be confirmed to the Tenderer by way of an instruction letter from the Legal Services division. Tenderers are to note that no work may commence prior to the receipt of such letter.

Tenderers when receiving instructions on a particular matter are to work with and liaise with the Legal Services division.

#### APPOINTMENT OF ADVOCATES, COST CONSULTANTS AND OTHER SERVICE PROVIDERS

Tenderers are to note that the appointment of advocates will be done on an “as and when required” basis by the appointed Tenderer in a specific matter, in consultation with the Municipality and the use of one or more advocates in any matter shall be at the Municipality’s sole discretion.

Tenderers will be required to RECOMMEND an advocate for a particular matter, after due consideration of the facts, complexity, expertise required and costs. Tenderers will approach advocates willing and able to accept the instruction and the appointment will be made after consultation with the Municipal Manager, CFO and Municipality’s Manager: Legal Services.

Cost consultants are to be appointed by the Tenderer in a particular matter where the services of a Cost Consultant are required. Cost Consultants are appointed by the Tenderer following consultation with the Manager: Legal Services and the use thereof is at the sole discretion of the Municipality.

Any other third party required for a particular matter will be appointed by the Tenderer after requesting such appointment from the Municipality, which request should include a detailed motivation for the need to appoint such additional resource. Tenderers should be mindful of the need to curtail the costs of such appointment and therefore such appointments will only be approved by the Municipality where the Municipality deems same necessary in the circumstances.

#### SPECIAL CONDITIONS

##### Valid Fidelity Fund Certificate

Each tendering entity must submit a valid Fidelity Fund Certificate provided that a joint-venture, consortium or partnership (between firms) submits a bid, each party to the aforementioned arrangement must submit a valid fidelity fund certificate. The certificate (s) must be appended to Annexure.... of the tender document. Failure to attach the certificate with the tender document will render the tenderer non-responsive.

##### Certificate of Good Standing from the Legal Practice Council for the tendering entity

The Certificate of Good Standing from the Legal Practice Council in respect of the tendering entity must be submitted with the tender and appended to. Failure to submit this certificate with the tender will render the tenderer non-responsive.

##### Certificate of Good Standing from the Legal Practice Council in respect of proposed practitioners

The Certificate of Good Standing from the Legal Practice Council or a Declaration of good standing in respect of each practitioner proposed to render the services must be submitted with the tender.

The Declaration of Good Standing may be submitted in lieu of a formal Certificate of Good Standing from the Legal Practice Council, in the event that the bidder is unable to obtain such a formal certificate prior to the closing date for submission of bids.

Tenderers who do not attach a formal certificate, will at award of tender be requested to submit the certificate within seven (7) days from receipt of such a request. Failure to submit such a certificate will result in the particular practitioner not being eligible for any instructions, should the tendering entity’s bid be regarded as successful.

## **PART 2.2: PRICING SCHEDULE**

Pricing Instructions mean the criteria as set out below, read together with all Parts of this contract document, which it will be assumed in the contract that the tenderer has considered when developing his prices.

2.2.1 The short descriptions and category number given in the pricing schedule below are brief descriptions used to identify the activities for which prices are required.

2.2.2 While it is entirely at the tenderer's discretion as regards to the pricing schedule below, guideline tariffs of fees or indicative time-based fee rates are gazetted annually, which are useful documents that will give tenderers some idea of industry norms against which they may compare their rates, sums, percentage fees and/or prices as applicable.

2.2.3 For the purpose of the pricing schedule, the following words shall have the meanings hereby assigned to them:

Unit:	The unit of measurement for each item.
Quantity:	The number of units of work for each item.
Rate:	The agreed payment per unit of measurement.
Amount:	The product of the quantity and the agreed rate for an item.

2.2.4 A rate, sum, percentage fee and/or price as applicable, is to be entered against each item in the pricing schedule. An item against which no price is entered will be considered as a no offer and will not be evaluated.

2.2.5 The rates, sums, percentage fees and prices in the pricing schedule are to be fully inclusive prices described under the several items. Such prices and rates are to cover all costs and expenses that may be required in and for the execution of the work described, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the Contract Data, as well as overhead charges and profit.

2.2.6 Where quantities are given in the pricing schedule, these are provisional and do not necessarily represent the actual amount of work to be done. The quantities of work accepted and certified for payment will be used for determining payments due and not the quantities given in the pricing schedule. In respect of time-based services, the allocation of staff must be agreed with the employer before such services are rendered.

2.2.7 All rates, sum, percentage fees or prices (as applicable) tendered in the pricing schedule shall be final and binding. The service will be rendered for three (3) years and hourly rates can only be increased by 10% per annum for the duration of the tender.

2.2.8 Prices should be inclusive of VAT and all other costs to execute this service.

2.2.9 Only firm pricing will be accepted, non-firm prices (including prices subject to rates of exchange variations) will not be considered.

2.2.10 Bidders are required to comply with the prescribed pricing schedule below. No pricing schedules other than the pricing schedule as stated will be accepted.

## **PRICING INSTRUCTIONS**

Legal Practitioners fees and disbursements shall be at the tariffs approved by the Municipality.

Tenderers must confirm in their bids that they will only be entitled to charge the Municipality for necessary and reasonable disbursements (e.g. transport, printing costs, advocate fees where applicable etc) incurred in order to provide the services set out in this document, and that the Municipality shall only be liable for such disbursements following presentation of evidence thereof, in addition to a valid tax invoice payable.

### **· IMPORTANT:**

- Tenderers are to note that the Municipality will not reimburse Tenderers for correspondent fees in respect of any conveyancing matters, unless prior written approval for such correspondent fees was obtained from the Municipality.
- In respect of litigation matters, the applicable Court Rules require a service address within a certain distance from the particular court. The Municipality will not reimburse Tenderers for any correspondent fees where the Tenderer does not have a service address within the required distance from the applicable Court, unless prior written approval was obtained from the Municipality and sufficient motivation was provided for such costs. Such approval will only be granted in exceptional circumstances and bidders should have no expectation of such approval being granted. This should accordingly be taken into account in the Tenderer's pricing. This does not apply to correspondent fees where the particular litigation matter takes place at a court outside of the Municipality's municipal boundaries, for instance in the High Court, Free State, Supreme Court of Appeal or the Constitutional Court.
- Necessary travelling expenses will be reimbursed in accordance with the Municipality's approved travel and subsistence policy.
- It is recognised that Conveyancers do not in the normal course bill clients according to an hourly rate. For purposes of the Conveyancing Panel, an hourly rate must be included for evaluation purposes, as well as to make provision for services to be rendered which falls outside of the functions/services specified in the latest Conveyancing Guideline of Fees, as issued by the Legal Practice Council or the Law Society of South Africa. Where conveyancing instructions (EXCLUDING instructions relating to transfer of subsidy housing), following the establishment of the Panel, are issued to the successful Tenderers, the Tenderers have to invoice the Municipality in accordance with the fees specified in the latest Guideline of Fees and may not charge fees in excess of the amounts stipulated in such Guideline. Tenderers may, however, charge the Municipality fees lower than the amounts stipulated in the Guideline.

# PART 3

**INVITATION TO BID**

**YOU ARE HEREBY INVITED TO A TENDER FOR PANEL OF ATTORNEYS FOR THREE (3) YEARS (RE-ADVERT)**

**BID NUMBER: BID/14/2023-24**

**CLOSING DATE: 21 May 2024 (12:00)**

**DESCRIPTION: PANEL OF ATTORNEYS FOR THREE (3) YEARS**

**The successful bidder will be required to fill in a written Contract Form (MBD 7) and sign a Service Level Agreement (SLA)**

**BID DOCUMENTS SHOULD BE DEPOSITED IN THE TENDER BOX SITUATED AT THE MUNICIPAL OFFICES:**

**Entrance of Municipal Offices, Municipal Civic Centre, 319 Stateway, Welkom not later than 12:00 pm of the closing date.**

**Bidders should ensure that bids are delivered timeously to the correct address. If the bid is late, it will not be accepted for consideration.**

The bid box is generally open 5 days a week (Monday to Friday), from 07:30 to 16:00.

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

**THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT**

**THIS BID WILL BE EVALUATED AND ADJUDICATED ACCORDING TO THE FOLLOWING CRITERIA:**

1. Mandatory Documents/Requirements
2. Capacity and Capability to execute the contract
3. Price and Preference Evaluation
4. Value for Money

**NB: NO BID WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE (see definition on MBD 4 attached)**

**THE FOLLOWING PARTICULARS MUST BE FURNISHED  
(FAILURE TO DO SO MAY RESULT IN YOUR BID BEING DISQUALIFIED)**

NAME OF BIDDER .....

POSTAL ADDRESS .....

STREET ADDRESS .....

.....

CONTACT PERSON .....

TELEPHONE NUMBER CODE.....NUMBER.....

CELLPHONE NUMBER .....

FASCIMILE NUMBER CODE.....NUMBER.....

VAT REGISTRATION NUMBER .....

HAS VALID TAX COMPLIANCE STATUS LETTER (TCS) BEEN ATTACHED (MBD2)? **YES/NO**

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS/  
SERVICES OFFERED BY YOU? (IF YES ENCLOSE PROOF) **YES/NO**

SIGNATURE OF BIDDER.....

DATE .....

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

TOTAL BID PRICE (R) .....

**ANY ENQUIRIES REGARDING THE BIDDING PROCEDURE MAY BE DIRECTED TO:**

MUNICIPALITY : Matjhabeng Local Municipality  
 DEPARTMENT : Supply Chain Management  
 CONTACT PERSON : Accountant: Bid Management – Mr. L Sebatane  
 TEL NUMBER : (057) 391 3911 / 065 914 1596  
 E-MAIL ADDRESS : lesibos@matjhabeng.co.za

**ANY ENQUIRIES REGARDING THE TECHNICAL INFORMATION MAY BE DIRECTED TO:**

CONTACT PERSON : Corporate Division: Legal Services – Ms. M Seekoei  
 TEL NUMBER : 063 688 6181  
 E-MAIL ADDRESS : matshidiso.seekoei@matjhabeng.co.za

# PART 4



## PART 4.1: TAX CLEARANCE CERTIFICATE REQUIREMENTS

MBD2

**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 Services (SARS) to meet the bidder's tax obligations.**

- 2.1 In order to meet this requirement bidders are required to complete in full form TCC 001 "Application for a Tax Compliance Status Letter" and submit it to any SARS branch office nationally. The Tax Compliance Status Requirements are also applicable to foreign bidders/ individuals who wish to submit bids.
- 2.2 SARS will then furnish the bidder with a Tax Compliance Status Letter that will be valid for a period of 1 (one) year from the date of approval.
- 2.3 The valid Tax Compliance Status Letter must be submitted together with the bid. Failure to submit the original Tax Compliance Status Letter will result in the invalidation of the bid. Expired copies of the Tax Compliance Status Letter(s) will not be accepted.
- 2.4 In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Compliance Status Letter.
- 2.5 Copies of the TCC001 "Application for a Tax Compliance Status Letter" form are available from any SARS branch office nationally or on the website [www.sars.gov.za](http://www.sars.gov.za)
- 2.6 Applications for the Tax Compliance Status Letter may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website [www.sars.gov.za](http://www.sars.gov.za)

**PART 4.2: DECLARATION OF INTEREST**

**MBD4**

1. **No bid will be accepted from persons in the service of the state.**
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegation of favouritism, should be resulting bid, or part thereof, be awarded to person connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declares their position in relation to the evaluating /adjudicating authority and /or take an oath declaring his/her interest.
3. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

3.1	Full Name of bidder or his or her representative	
3.2	Identity Number	
3.3	Position occupied in the Company (director, shareholder etc.)	
3.4	Company Registration Number	
3.5	Tax Reference Number	

MSCM Regulations: "in the services of the state \*means to be:-

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

3.6	VAT Registration Number	
3.7	Are you presently in the service of the state?	YES NO
3.7.1	If so, furnish particulars:	

3.8	Have you been in the service of the state for the past twelve months?	YES	NO
3.8.1	If so, furnish particulars		

3.9	Do you have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid?	YES	NO
3.9.1	If so, furnish particulars		

3.10	Are you aware of any relationship (family, friend, other) between a bidder and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid?	YES	NO
3.10.1	If so, furnish particulars		

3.11	Are any of the company's directors, managers, principle shareholders or stakeholders in the service of the state?	YES	NO
3.11.1	If so, furnish particulars		

3.12	Is any spouse, child or parent of the company's directors, managers, principle shareholders or stakeholders in the service of the state?	YES	NO
3.12.1	If so, furnish particulars		

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

Full Name	Identity Number	Personal Reference Number	Tax	State Number/ Number	Employee Peral

**5. DECLARATION**

I, the undersigned (name) ....., certify that the information furnished in paragraph 3 above is correct.

I accept that the state may act against should this declaration prove to be false.

<b>SIGNATURE</b>		<b>DATE</b>	
------------------	--	-------------	--

<b>NAME OF SIGNATORY</b>	
<b>POSITION</b>	
<b>NAME OF COMPANY</b>	

**PART 4.3: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022**

**MBD 6.1**

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

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

**1. GENERAL CONDITIONS**

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

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

1.2 The applicable preference point system for this bid is **80/20 or 90/10** preference point system. Either the **90/10 or 80/20 preference point system** will be applicable in this tender. The lowest/highest acceptable tender will be used to determine the accurate system once tenders are received.

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

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

1.4 **The maximum points for this tender are allocated as follows:**

	<b>POINTS</b>
<b>PRICE</b>	80/90
<b>SPECIFIC GOALS</b>	20/10
<b>Total points for Price and SPECIFIC GOALS</b>	<b>100</b>

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.

## 2. DEFINITIONS

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

## 3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

### 3.1. POINTS AWARDED FOR PRICE

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

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

$$Ps = 80 \left( 1 - \frac{Pt - P_{min}}{P_{min}} \right) \text{ or } Ps = 90 \left( 1 - \frac{Pt - P_{min}}{P_{min}} \right)$$

Where

- Ps = Points scored for price of tender under consideration
- Pt = Price of tender under consideration
- Pmin = Price of lowest acceptable tender

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

#### 3.2.1. POINTS AWARDED FOR PRICE

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

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

Where

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

#### 4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

*(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.)*

*Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)*

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)
BBBEE	05	10		
Locality	05	10		

**DECLARATION WITH REGARD TO COMPANY/FIRM**

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

4.4. Company registration number: .....

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the 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 alteram partem* (hear the other side) rule has been applied; and
  - (e) forward the matter for criminal prosecution, if deemed necessary.

.....
<b>SIGNATURE(S) OF TENDERER(S)</b>
<b>SURNAME AND NAME:</b> .....
<b>DATE:</b> .....
<b>ADDRESS:</b> .....
.....



**PART 4.4: MUNICIPAL RATES AND TAXES**

Names of Company	Physical residential address of the Company	Residential Municipal Account number(s)	Name of Municipality

**NB: Please attach Municipal Account**

**DECLARATION**

**I, THE UNDERSIGNED (NAME) .....**

**CERTIFY THAT THE INFORMATION FURNISHED ABOVE IS CORRECT. I ACCEPT THAT THE STATE MAY ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.**

.....  
**Signature**

.....  
**Date**

.....  
**Position**

.....  
**Name of Bidder**

**PART 4.5: AUTHORISED SIGNATORY**

We, the undersigned, hereby authorize Mr / Mrs ..... acting in his/her capacity as ..... of the business trading as ..... to sign all documentation in connection with Tender .....

NAME OF MEMBERS / DIRECTORS	SIGNATURE	DATE

Note: If bidders attached a copy of their Authorised Signatory is it not necessary to complete this form.

**PART 4.6: DECLARATION OF BIDDERS PAST SUPPLY CHAIN MANAGEMENT PRACTICES**

**MBD8**

1. This Municipal Bidding Document forms 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 bidders 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 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 (No 12 of 2004)
4. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid:

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's database as a company or person prohibited from doing business with the public sector  <b>(Companies or persons by the National Treasury after the audi alteram partem rule was applied).</b>		
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)  <b>(To access this Register enter the National Treasury's website, number (012) 326 5445).</b>		
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?		
4.3.1	If so, furnish particulars:		
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?		
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and 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?		
4.5.1	If so, furnish particulars:	Yes	No

**CERTIFICATION**

I, the undersigned (full name) .....certify that the information furnished on this declaration from true and correct.

I accept that, in addition to cancellation of a contract, action may be taken against me should this declaration prove to be false.

.....  
**Signature**

.....  
**Date**

.....  
**Position**

.....  
**Name of Bidder**

**PART 4.7: CERTIFICATE OF INDEPENDENT BID DETERMINATION**

**MBD9**

I, the undersigned, in submitting the accompanying bid:

---

---

**(Bid Number and Description)**

in response to the invitation for the bid made by:

---

**(Name of Municipality)**

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 consortium will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:

- (a) prices;
- (b) geographical area where product or service will be rendered (market allocation)
- (c) methods, factors or formulas used to calculate prices;
- (d) the intention or decision to submit or not to submit, a bid;
- (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
- (f) bidding with the intention not to win the bid.

8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.

9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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

.....  
**Signature**

.....  
**Date**

.....  
**Position**

.....  
**Name of Bidder**

# PART 5

**DECLARATION**

1. I hereby declare that I have read, understood, agree and comply with all of the Parts below, if included, that it shall be deemed to form and be construed as part of this agreement:

(i) Bidding documents, viz

- Invitation to bid;
- Tax clearance certificate;
- Pricing schedule(s);
- Technical Specification(s);
- Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations, 2011;
- Declaration of interest;
- Declaration of bidder's past SCM practices;
- Certificate of Independent Bid Determination
- Special Conditions of Contract;

(ii) General Conditions of Contract; and

(iii) Other (specify)

2. I confirm that I am duly authorised to sign this document.

NAME (PRINT) .....

CAPACITY .....

SIGNATURE .....

NAME OF FIRM .....

DATE .....

**WITNESSES**

1 .....

2. ....

DATE: .....



# PART 6

## **CONTRACT FORM – RENDERING OF SERVICES**

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

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

1. I hereby undertake to render services described in the attached bidding documents to (name of the institution) .....in accordance with the requirements and task directives/proposal specifications stipulated in Bid Number..... at the price/s quoted. My Offer/s remains binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
  - (i) Bidding documents, viz
    - Invitation to bid
    - Tax Clearance Certificate
    - Proof of banking
    - Municipal rates and taxes
    - Registration documents
    - Pricing schedule(s)
    - Filled in task directive/ proposal
    - Preference claims in terms of the Preferential Procurement Regulations 2022
    - Declaration of interest
    - Special Conditions of Contract;
  - (ii) General Conditions of Contract; and
  - (iii) Other (Specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions

devolving on me under this agreement as the principal liable for the due fulfilment of this contract.

5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.

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

**NAME (PRINT)** .....

**CAPACITY** .....

**SIGNATURE** .....

**NAME OF FIRM**.....

**DATE** .....

**WITNESSES**

1.

.....

2.

.....

**DATE:**

.....

**CONTRACT FORM – RENDERING OF SERVICES**

**PART 2 (TO BE FILLED IN BY THE PURCHASER)**

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

Description of service	Price (VAT Incl.) R	Completion date	Preference Points claimed for B-BBEE status

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

**SIGNED AT**..... **ON**.....

**NAME (PRINT)**.....

<p><b>WITNESS</b></p> <p>1. ....</p> <p>2.....</p> <p><b>DATE:</b> .....</p>
--

**SIGNATURE & MUNSTAMP**.....

**JOINT VENTURE AGREEMENT**

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

**RESOLUTION** of a meeting of the Board of Directors / Members / Partners of

\_\_\_\_\_ **NAME OF TENDERER** (Must agree with bidder details)

Held at \_\_\_\_\_ on \_\_\_\_\_ (Place) (Date)

**RESOLVED THAT:**

1. The enterprise submits a Tender to Matjhabeng Local Municipality in respect of the following:

**BID/14/2023-24: PANEL OF ATTORNEYS FOR THREE (3) YEARS**

(list all the legally correct full names and registration numbers, if applicable, of the Enterprises forming the **Joint Venture**).

\_\_\_\_\_ and  
\_\_\_\_\_ and  
\_\_\_\_\_ and  
\_\_\_\_\_ and  
\_\_\_\_\_ and  
\_\_\_\_\_ and  
\_\_\_\_\_ and  
\_\_\_\_\_ and  
\_\_\_\_\_ and

2. Mr./Mrs./Ms. \_\_\_\_\_

In his/her capacity as \_\_\_\_\_

and who will sign as follows: \_\_\_\_\_

(SPECIMEN SIGNATURE)

be, and is hereby, authorised to sign the Tender 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 **Joint Venture** enterprise mentioned above.

3. The enterprise in the form of a joint venture accept jointly and several liability, with parties under item 1 above for the fulfilment of the obligations of the joint venture deriving from, and in any way connected with the contract to be entered with the Matjhabeng Local Municipality in respect of the project described above under item 1.

4. The **Joint Venture** enterprise chooses as its domicilium citandi et executandi for all purposes arising from the joint venture agreement and contract with the Matjhabeng Local Municipality in respect of the project under item 1:

(Physical Address) \_\_\_\_\_

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

NB: **COMPULSORY TO BE COMPLETED** IN CASE OF JOINT VENTURE

	NAME	ID NUMBER	DIRECTORS/OWNERS PERSONAL TAX NUMBER	SIGNATURE
1				
2				
3				
4				
5				
6				
7				
8				
9				

Name of Joint Venture	
<b>Names of Each Enterprise:</b>	
(1) Name and Address of Enterprise:	
2) Name and Address of Enterprise:	
3) Name and Address of Enterprise:	
Has an original valid Tax Clearance Certificate been submitted for each enterprise:	YES <input type="checkbox"/>  NO <input type="checkbox"/>
CIDB Registration Number(s), if applicable:	

**Submit your Joint Venture Agreement together with this tender document. If no Joint Venture Agreement is submitted, the tender will be seen as non-responsive.**

**SIGNED ON BEHALF OF JOINT VENTURE \_\_\_\_\_**

## COMPULSARY DOCUMENTATION/CHECKLIST TO BID DOCUMENT

Please ensure that the following forms have been duly completed and signed and that all documents as requested, are attached to the tender document: **Failure to submit this documentation will result in the tender being non-responsive.** To be completed and signed by the bidder.

(ALL DOCUMENTS/SUPPORT SHOULD BE REFERENCED. FAILURE TO DO SO MAY RESULT IN BID BEING DISQUALIFIED)

<u>No</u>	<u>Description</u>	<u>Yes/No OR N/A</u>	<u>Reference</u>
1.	Letter of Authority for Signatory.		
2.	Copy(s) of Company/CC/Trust/Partnership Registration Certificate(s) as well as certified copy(s) of Identity Document(s) of all Shareholder(s) as per Registration Certificate. This must be submitted for all Members/Partners in case of a Joint Venture/Partnership. Certification must not be older that three (3) months.		
3.	Joint Venture (JV) Agreement/Disclosure (if applicable).		
4.	Municipal Account of the Company which is not more than three (3) months in arrears/Lease Agreement of the Company with proof that the rental includes their municipal rates and taxes and municipal service charges. This must be submitted for all Members/Partners in case of a Joint Venture/Partnership.		
5.	Proof of Central Supplier Database (CSD) registration. This must be submitted for all Members/Partners in case of a Joint Venture/Partnership. If not CSD registered, a Valid Tax Compliance Status Letter and PIN must be submitted. This must be submitted for all Members/Partners in case of a Joint Venture/Partnership.		
6.	Valid Fidelity Fund Certificate.		
7.	Certificate of Good Standing from the Legal Practice Council in respect of proposed Practitioners which is not older than three months.		
8.	All MBD forms, Declaration and Contract Form duly completed and signed.		
9.	MBD 1 – Is the form duly completed and signed?		Page 78
	MBD 4 – Is the form duly completed?		Page 82
	MBD 6.1 – Is the form duly completed and signed?		Page 85
	MBD 8 – Is the form duly completed and signed?		Page 91
	MBD 9 – Is the form duly completed and signed?		Page 93
	Declaration - Is the form duly completed and signed?		Page 96
	Contract form - Is the form duly completed and signed?		Page 98
10.	COMPULSARY DOCUMENTATION/CHECKLIST AT THE END OF THE BID DOCUMENT MUST BE COMPLETED IN FULL AND ADHERED TO.		MUST COMPLY



**ADDITIONAL DOCUMENTS APPLICABLE TO THIS TENDER**

(ALL DOCUMENTS/SUPPORT SHOULD BE REFERENCED. FAILURE TO DO SO MAY RESULT IN BID BEING DISQUALIFIED)

11.	Documentation as required for administrative compliance criteria	<u>Yes/No</u> <u>OR N/A</u>	<u>Reference</u>



13.	<b>Documentation required for Price and Preference Evaluation</b>	<b><u>Yes/No</u> <u>OR N/A</u></b>	<b><u>Reference</u></b>
	BBBEE Certificate		
	CK document/Lease Agreement		

I, ..... confirm that all compulsory documents for this tender is duly completed, signed and attached to this tender document.

.....  
**Signature**

.....  
**Date**