

# MORETELE LOCAL MUNICIPALITY



## BID DOCUMENT TENDER NO: MLM/PLF/2022

### PROJECT DESCRIPTION: APPOINTMENT OF ADDITIONAL LEGAL FIRMS FOR PROVISION OF LEGAL SERVICES FOR A PERIOD OF 12 Months

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## MORETELE LOCAL MUNICIPALITY



### **TENDER NO: MLM/HR/PLF/2022-2023 PROJECT DESCRIPTION: APPOINTMENT OF ADDITIONAL LEGAL FIRMS FOR PROVISION OF LEGAL SERVICES FOR A PERIOD OF 12 Months**

#### **1.1 TENDER NOTICE AND INVITATION TO TENDER**

##### **IMPORTANT NOTICE ON DISQUALIFICATIONS**

A bid not complying with the peremptory requirements stated hereunder will be regarded as not being an "Acceptable Bid", and as such will be rejected.

The Municipality shall adjudicate and award tenders in accordance with **the Preferential Procurement Policy Framework Act 5 of 2017 and revised Preferential Procurement Regulation of 2017** on 100 points functionality and on a 80/20 points system, where 80 points are for the price and 20 points for BBBEE according to the said legislation. Tenders are required to submit valid BBBEE status level verification certificates or sworn affidavits.

##### **RETURNABLE SCHEDULES REQUIRED FOR TENDER EVALUATION PURPOSES (included hereafter for completion)**

- Compulsory Enterprise Questionnaire
- Certified Company registration documents
- Original Tax clearance and Pin issued by SARS
- Certified copies of ID (directors and key personnel)
- Compulsory site Briefing Meeting Certificate
- Authority to Signature (Attach a signed letter)
- Central Supply Database (CSD) Summary
- Original or Certified copy of Valid B-BBEE issued by SANAS/IRBA accredited institution.
- Affirmable Ownership Declaration Affidavit
- Municipal account for the business / directors not owing for more than 90 days or municipal account from private provider or statement of account from landlord with valid lease agreement.
- Company profile
- Declaration of Interest
- Declaration of Bidder's past Supply Chain Management practices
- Form of Offer and Acceptance
- Delivery Schedule : Bid Price
- Fidelity Fund Certificate

# MORETELE LOCAL MUNICIPALITY



**TENDER NO: MLM/PLF/2022-23**

## **PROJECT DESCRIPTION: APPOINTMENT OF ADDITIONAL LEGAL FIRMS FOR PROVISION OF LEGAL SERVICES FOR A PERIOD OF 12 Months**

### **INVITATION TO BID**

Tenders are hereby invited from Service Providers with relevant experience and compliance documents to bid for the following.

These are subject to the PPPFA and the Preferential Regulations 2017 and the General Conditions of Contract and, if applicable, to any special conditions of contract.

<b>Bid No</b>	<b>Description</b>	<b>Non-Refundable Bid fee</b>	<b>Compulsory Briefing Session</b>	<b>Closing Date</b>
MLM/HR/PLF/2022-2023	APPOINTMENT OF ADDITIONAL LEGAL FIRMS FOR PROVISION OF LEGAL SERVICES FOR A PERIOD OF 12 Months	R 250.00	N/A	Tuesday, 12-Jul-2022 @ 12H00

The municipality will adjudicate and award bids in accordance with the BBBEE status level of contributor using the 80/20 point system, where 80 will be allocated to price and 20 to BBBEE level of the contributor. The bid will also be evaluated for functionality using the criteria (company experience=40, key personnel=40, firm's registrations=20) where bidders will have to obtain a minimum of 70% to be further evaluated. Bids will remain valid for 90 days.

Bid documents will be available from Monday, 04 July 2022 at Revenue Office from **08H00 to 15H30** weekdays and on [www.etenders.gov.za](http://www.etenders.gov.za)

**Completed bids in sealed envelopes, clearly marked with the relevant bid number and description, should be deposited in the bid box situated at the offices of the Moretele Local Municipality, 4065B Mathibestad, 0418, where bids will be opened in public.**

**NB:** Bidders should ensure that bids are delivered in time to the correct address. Late bids will not be accepted. Moretele Local Municipality does not bind itself to accept the lowest or any bid and reserves the right to accept any bid as a whole.

**SCM related enquiries should be directed to the Supply Chain Management Unit at (012) 716 1414 or technical enquiries to Mr A Ramolotja at 012 716 1305 / [aramolotja@gmail.com](mailto:aramolotja@gmail.com).**

**S NGWENYA  
MUNICIPAL MANAGER**

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## MORETELE LOCAL MUNICIPALITY



### **TENDER NO: MLM/HR/LF/2022-23 PROJECT DESCRIPTION: APPOINTMENT OF ADDITIONAL LEGAL FIRMS FOR PROVISION OF LEGAL SERVICES FOR A PERIOD OF 12 Months**

#### **1.2 TENDER DATA**

The conditions of tender are the Standard Conditions of Tender as contained in Annex F of SANS 294:2004.

The Standard Conditions of Tender make several references to the tender data for details that apply specifically to this tender. The tender data shall have precedence in the interpretation of any ambiguity of inconsistency between it and the Standard Conditions of Tender.

Each item of data given below is cross-referenced to the sub clause in the Standard Conditions of Tender to which it mainly applies.

Subclause	Data
1.	The employer is the <b>MORETELE LOCAL MUNICIPALITY.</b>
2.	<p>The Project Document issued by the employer consists of the following:</p> <p><b><u>THE TENDER</u></b></p> <p><b>1. TENDERING PROCEDURES</b></p> <p>1.1 Tender Notice and Invitation to Tender</p> <p>1.2 Tender Data</p> <p><b>2. RETURNABLE DOCUMENTS</b></p> <p>2.1 List of Returnable Documents</p> <p>2.2 Returnable Schedule</p> <p><b>THE CONTRACT</b></p> <p><b>3. AGREEMENT AND CONTRACT DATA</b></p> <p>3.1 Form of Offer and Acceptance</p> <p>3.2 Contract Data</p> <p><b>4. PRICING DATA</b></p> <p>4.1 Pricing Instructions</p> <p>4.2 Bills of Quantities</p> <p><b>5. SCOPE OF WORK</b></p> <p>5.1 Description of Works</p>

Subclause	Data
	<p><b>6. ANNEXURES</b></p> <p>6.1 Moretele Local Municipality Supply Chain Policy (available on the website at <a href="http://www.moretele.gov.za">www.moretele.gov.za</a>)</p>

2.1	<p><b>Moretele Local Municipality</b></p> <p>Private Bag Box 367, MAKAPANSTAD,0404</p> <p>Tell: 012 716 1300</p>
3.	<p>The arrangements for a compulsory briefing meeting are: <b>N/A</b></p>
4.	<p>The employer's address for delivery of tender offers and identification details to be shown on each tender offer package are:</p> <p>Location of tender box: <b>Moretele Local Municipality, 4065B Mathibestad.</b> Identification details: <b>MLM/HR/LF/2022-2023 – APPOINTMENT OF ADDITIONAL LEGAL FIRMS FOR PROVISION OF LEGAL SERVICES FOR A PERIOD OF 12 Months</b></p>
5.	<p><b>Closing time for submission of tender offers is: TUESDAY, 12 JULY 2022 @ 12h00.</b></p>
6.	<p><b>Telephonic, telegraphic, telex facsimile or e-mailed tender offers will not be accepted.</b></p>
7.	<p>The tender offer validity period is <b>90 days</b>.</p>
8.	<p>The tendered lump sums and rates shall be final and binding irrespective of the total tender price</p>
9.	<p><b>The tenderer is required to submit with his tenders a copy of their Central Supplier Database registration or summary report for validation.</b></p>
10.	<p>The time and location for opening of tender offers: Time: <b>12H00 on TUESDAY, 12 JULY 2022</b> Location: <b>Tender Box at Moretele Local Municipality, 4065B Mathibestad, Municipal Hall.</b></p>
11.	<p><b>Bid Evaluation Criteria</b></p> <p>The bid will be subjected to functionality evaluation as per below criteria. Bidders will be required to obtain a minim qualifying score of 70 points out of 100 to be further evaluated for price and preferential points</p>

Subclause	Data
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CRITERIA	WEIGHT	SCORES
Firm's past experience	40	10 Points = One project (with contactable references) 20 Points = Two – three projects (with contactable references) 30 Points = Four – five projects (with contactable references) 40 Points = Six projects and more (with contactable references)
Firms Registration	20	10 Points = Good Standing with Law Society 10 Points = Fidelity Fund 20 Points = Good Standing with Law Society and Fidelity Fund
Key Personnel	40	20 Points = Good Standing with Law Society (1 Attorney, only 10 Points will be allocated) 20 Points = Right of Appearance in Magistrate & High Court (1 Attorney, only 10 Points will be allocated) 40 Points = Attorney's Good Standing and Right of Appearance
<b>Total</b>	<b>100</b>	

The financial offer will be scored using the following:

$$P = \frac{P_s}{W_1 + 1} \times \frac{P - P_{\min}}{P - P_{\min}}$$

$$P_s = W_1 + 1 \times \frac{P - P_{\min}}{P - P_{\min}}$$

□

Where

$P_s$  = Points scored for functionality and price of the bid/proposal

$W_1$  = (1) 80 where the financial value inclusive of VAT of all responsive tenders received have a value below R 50 000 000

$P_t$  = Rand value of tender under consideration

$P_{\min}$  = Rand value of the lowest acceptable tender

Up to 100 minus W1 tender evaluation points will be awarded to tenderers who complete the referencing schedule and who are found to be eligible for the preference claimed.

**Tender preferences claimed (80/20)**

Points will be awarded to a tenderer for attaining the B-BBEE status level of contributor in accordance with the table below. If it is a joint venture the B-BBEE status level certificate should be in the name of the joint venture.

Subclause	Data																					
	<table border="1"> <thead> <tr> <th style="text-align: center;">B-BBEE Status Level of Contributor</th> <th style="text-align: center;">Number of points</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">1</td> <td style="text-align: center;">20</td> </tr> <tr> <td style="text-align: center;">2</td> <td style="text-align: center;">18</td> </tr> <tr> <td style="text-align: center;">3</td> <td style="text-align: center;">14</td> </tr> <tr> <td style="text-align: center;">4</td> <td style="text-align: center;">12</td> </tr> <tr> <td style="text-align: center;">5</td> <td style="text-align: center;">8</td> </tr> <tr> <td style="text-align: center;">6</td> <td style="text-align: center;">6</td> </tr> <tr> <td style="text-align: center;">7</td> <td style="text-align: center;">4</td> </tr> <tr> <td style="text-align: center;">8</td> <td style="text-align: center;">2</td> </tr> <tr> <td style="text-align: center;">Non-compliant contributor</td> <td style="text-align: center;">0</td> </tr> </tbody> </table>	B-BBEE Status Level of Contributor	Number of points	1	20	2	18	3	14	4	12	5	8	6	6	7	4	8	2	Non-compliant contributor	0	
B-BBEE Status Level of Contributor	Number of points																					
1	20																					
2	18																					
3	14																					
4	12																					
5	8																					
6	6																					
7	4																					
8	2																					
Non-compliant contributor	0																					
	<p>The points scored by a tenderer in respect of B-BBEE contribution must be added to the points scored for price as calculated</p>																					



13.	Tender offers will only be accepted on condition that: a) The tenderer or any of its directors is not listed in the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector; and b) The tenderer has not over the last five years failed to satisfactorily perform a contract for the employer and has been issued with a written notice to this effect. c) The tenderer is registered on the Central Supplier Database with a complaint overall tax status
14.	The number of paper copies of signed contract to be provided by the Employer is <b>one (1)</b> .

## Annex F: Standard Conditions of Tender

### F.1 General

#### F.1.1 Actions

The employer and each tenderer submitting a tender offer shall comply with these conditions of tender. In their dealings with each other, they shall discharge their duties and obligations as set out in F.2 and F.3, timeously and with integrity, and behave equitably, honestly and transparently.

#### F.1.2 Tender Documents

The documents issued by the employer for the purpose of a tender offer are listed in the tender data.

#### F.1.3 Interpretation

**F.1.3.1** The tender data and additional requirements contained in the tender schedules that are included in the returnable documents are deemed to be part of these conditions of tender.

**F.1.3.2** These conditions of tender, the tender data and tender schedules which are only required for tender evaluation purposes, shall not form part of any contract arising from the invitation to tender.

**F.1.3.3** For the purposes of these conditions for the calling for expressions of interest, the following definitions apply:

- a) **Comparative offer** means the tenderer's financial offer after the factors of non-firm prices, all unconditional discounts and any other tendered parameters that will affect the value of the financial offer have been taken into consideration
- b) **Corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process; and

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c) **Fraudulent practice** means the representation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels.

d) **Quality (functionality)** means the totality of features and characteristics of a product or service that bear on its ability to satisfy stated or implied needs

#### **F.1.4 Communication and employer's agent**

Each communication between the employer and a tenderer shall be to or from the employer's agent only, and in a form that can be read, copied and recorded. Writing shall be in the English language. The employer shall not take any responsibility for non-receipt of communications from or by a tenderer. The name and contact details of the employer's agent are stated in the tender data.

#### **F.1.5 The employer's right to accept or reject any tender offer**

**F.1.5.1** The employer may accept or reject any variation, deviation, tender offer, or alternative tender offer, and may cancel the tender process and reject all tender offers at any time before the formation of a contract. The employer shall not accept or incur any liability to a tenderer for such cancellation and rejection, but will give written reasons for such action upon written request to do so.

**F.1.5.2** The employer may not subsequent to the cancellation or abandonment of a tender process or the rejection of all responsive tender offers re-issue a tender covering substantially the same scope of work within a period of six months unless only one tender was received and such tender was returned unopened to the tenderer.

### **F.2 Tenderer's obligations**

#### **F.2.1 Eligibility**

Submit a tender offer only if the tenderer satisfies the criteria stated in the tender data and the tenderer, or any of his principals, is not under any restriction to do business with employer.

#### **F.2.2 Cost of tendering**

Accept that the employer will not compensate the tenderer for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer satisfy requirements.

#### **F.2.3 Check documents**

Check the tender documents on receipt for completeness and notify the employer of any discrepancy or omission.

#### **F.2.4 Confidentiality and copyright of documents**

Treat as confidential all matters arising in connection with the tender. Use and copy the documents issued by the employer only for the purpose of preparing and submitting a tender offer in response to the invitation.

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### **F.2.5 Reference documents**

Obtain, as necessary for submitting a tender offer, copies of the latest versions of standards, specifications, conditions of contract and other publications, which are not attached but which are incorporated into the tender documents by reference.

### **F.2.6 Acknowledge addenda**

Acknowledge receipt of addenda to the tender documents, which the employer may issue, and if necessary, apply for an extension to the closing time stated in the tender data, in order to take the addenda into account.

### **F.2.7 Clarification meeting**

Attend, where required, a clarification meeting at which tenderers may familiarize themselves with aspects of the proposed work, services or supply and raise questions. Details of the meeting(s) are stated in the tender data.

### **F.2.8 Seek clarification**

Request clarification of the tender documents, if necessary, by notifying the employer at least five working days before the closing time stated in the tender data.

### **F.2.9 Insurance**

Be aware that the extent of insurance to be provided by the employer (if any) might not be for the full cover required in terms of the conditions of contract identified in the contract data. The tenderer is advised to seek qualified advice regarding insurance.

### **F.2.10 Pricing the tender offer**

**F.2.10.1** Include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes (except Value Added Tax (VAT), and other levies payable by the successful tenderer, such duties, taxes and levies being those applicable 14 days before the closing time stated in the tender data.

**F2.10.2** Show VAT payable by the employer separately as an addition to the tendered total of the prices.

**F.2.10.3** Provide rates and prices that are fixed for the duration of the contract and not subject to adjustment except as provided for in the conditions of contract identified in the contract data.

**F.2.10.4** State the rates and prices in Rand unless instructed otherwise in the tender data. The conditions of contract identified in the contract data may provide for part payment in other currencies.

### **F.2.11 Alterations to documents**

Not make any alterations or additions to the tender documents, except to comply with instructions issued by the employer, or necessary to correct errors made by the tenderer. All signatories to the tender offer shall initial all such alterations. Erasures and the use of masking fluid are prohibited.

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### **F.2.13 Submitting a tender offer**

**F.2.13.1** Submit a tender offer to provide the whole of the works, services or supply identified in the contract data and described in the scope of works, unless stated otherwise in the tender data.

**F.2.13.2** Return all returnable documents to the employer after completing them in their entirety, either electronically (if they were issued in electronic format) or by writing in black ink.

**F.2.13.3** Submit the parts of the tender offer communicated on paper as an original plus the number of copies stated in the tender data, with an English translation of any documentation in a language other than English, and the parts communicated electronically in the same format as they were issued by the employer.

**F.2.13.4** Sign the original and all copies of the tender offer where required in terms of the tender data. The employer will hold all authorized signatories liable on behalf of the tenderer. Signatories for tenderers proposing to contract as joint ventures shall state which of the signatories is the lead partner whom the employer shall hold liable for the purpose of the tender offer.

**F.2.13.5** Seal the original and each copy of the tender offer as separate packages marking the packages as "ORIGINAL" and "COPY". Each package shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.

**F.2.13.6** Where a two-envelope system is required in terms of the tender data, place and seal the returnable documents listed in the tender data in an envelope marked "financial proposal" and place the remaining returnable documents in an envelope marked "technical proposal". Each envelope shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.

**F.2.13.7** Seal the original tender offer and copy packages together in an outer package that states on the outside only the employer's address and identification details as stated in the tender data.

**F.2.13.8** Accept that the employer will not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.

### **F.2.14 Information and data to be completed in all respects**

Accept that tender offers, which do not provide all the data or information requested completely and, in the form, required, may be regarded by the employer as non-responsive.

### **F.2.15 Closing time**

**F.2.15.1** Ensure that the employer receives the tender offer at the address specified in the tender data not later than the closing time stated in the tender data. Proof of posting shall not be accepted as proof of delivery. The employer shall **not** accept tender offers submitted by telegraph, telex, facsimile or e-mail, unless stated otherwise in the tender data.

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**F.2.15.2** Accept that, if the employer extends the closing time stated in the tender data for any reason, the requirements of these conditions of tender apply equally to the extended deadline.

#### **F.2.16 Tender offer validity**

**F.2.16.1** Hold the tender offer(s) valid for acceptance by the employer at any time during the validity period stated in the tender data after the closing time stated in the tender data.

**F.2.16.2** If requested by the employer, consider extending the validity period stated in the tender data for an agreed additional period.

#### **F.2.17 Clarification of tender offer after submission**

Provide clarification of a tender offer in response to a request to do so from the employer during the evaluation of tender offers. This may include providing a breakdown of rates or prices and correction of arithmetical errors by the adjustment of certain rates or item prices (or both). No change in the total of the prices or substance of the tender offer is sought, offered, or permitted. The total of the prices stated by the tenderer shall be binding upon the tenderer.

**Note:** Sub-clause F.2.17 does not preclude the negotiation of the final terms of the contract with a preferred tenderer following a competitive selection process, should the Employer elect to do so.

#### **F.2.18 Provide other material**

**F.2.18.1 Provide**, on request by the employer, any other material that has a bearing on the tender offer, the tenderer's commercial position (including notarized joint venture agreements), preferencing arrangements, or samples of materials, considered necessary by the employer for the purpose of a full and fair risk assessment. Should the tenderer not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the employer's request, the employer may regard the tender offer as non-responsive.

**F.2.18.2 Dispose** of samples of materials provided for evaluation by the employer, where required.

#### **F.2.19 Inspections, tests and analysis**

Provide access during working hours to premises for inspections, tests and analysis as provided for in the tender data.

#### **F.2.20 Submit securities, bonds, policies, etc.**

If requested, submit for the employer's acceptance before formation of the contract, all securities, bonds, guarantees, policies and certificates of insurance required in terms of the conditions of contract identified in the contract data.

#### **F.2.21 Check final draft**

Check the final draft of the contract provided by the employer within the time available for the employer to issue the contract.

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### **F.2.22 Return of other tender documents**

If so instructed by the employer, return all retained tender documents within 28 days after the expiry of the validity period stated in the tender data.

### **F.2.23 Certificates**

Include in the tender submission or provide the employer with any certificates as stated in the tender data.

## **F.3 The employer's undertakings**

### **F.3.1 Respond to clarification**

Respond to a request for clarification received up to five working days before the tender closing time stated in the Tender Data and notify all tenderers who drew procurement documents.

### **F.3.2 Issue Addenda**

If necessary, issue addenda that may amend or amplify the tender documents to each tenderer during the period from the date that tender documents are available until seven days before the tender closing time stated in the Tender Data. If, as a result a tenderer applies for an extension to the closing time stated in the Tender Data, the Employer may grant such extension and, shall then notify all tenderers who drew documents.

### **F.3.3 Return late tender offers**

Return tender offers received after the closing time stated in the Tender Data, unopened, (unless it is necessary to open a tender submission to obtain a forwarding address), to the tenderer concerned.

### **F.3.4 Opening of tender submissions**

**F.3.4.1** Unless the two-envelope system is to be followed, open valid tender submissions in the presence of tenderers' agents who choose to attend at the time and place stated in the tender data. Tender submissions for which acceptable reasons for withdrawal have been submitted will not be opened.

**F.3.4.2** Announce at the meeting held immediately after the opening of tender submissions, at a venue indicated in the tender data, the name of each tenderer whose tender offer is opened, the total of his prices, preferences claimed and time for completion, if any, for the main tender offer only.

**F.3.4.3** Make available the record outlined in F.3.4.2 to all interested persons upon request.

### **F.3.5 Two-envelope system**

**F.3.5.1** Where stated in the tender data that a two-envelope system is to be followed, open only the technical proposal of valid tenders in the presence of tenderers' agents who choose to attend at the time and place stated in the tender data and announce the name of each tenderer whose technical proposal is opened.

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**F.3.5.2** Evaluate the quality of the technical proposals offered by tenderers, then advise tenderers who remain in contention for the award of the contract of the time and place when the financial proposals will be opened. Open only the financial proposals of tenderers, who score in the quality evaluation more than the minimum number of points for quality stated in the tender data, and announce the score obtained for the technical proposals and the total price and any preferences claimed. Return unopened financial proposals to tenderers whose technical proposals failed to achieve the minimum number of points for quality.

**F.3.6 Non-disclosure**

Not disclose to tenderers, or to any other person not officially concerned with such processes, information relating to the evaluation and comparison of tender offers, the final evaluation price and recommendations for the award of a contract, until after the award of the contract to the successful tenderer.

**F.3.7 Grounds for rejection and disqualification**

Determine whether there has been any effort by a tenderer to influence the processing of tender offers and instantly disqualify a tenderer (and his tender offer) if it is established that he engaged in corrupt or fraudulent practices.

**F.3.8 Test for responsiveness**

**F.3.8.1** Determine, on opening and before detailed evaluation, whether each tender offer properly received:

- a) complies with the requirements of these Conditions of Tender,
- b) has been properly and fully completed and signed, and
- c) is responsive to the other requirements of the tender documents.

**F.3.8.2** A responsive tender is one that conforms to all the terms, conditions, and specifications of the tender documents without material deviation or qualification. A material deviation or qualification is one which, in the Employer's opinion, would:

- a) detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work,
- b) change the Employer's or the tenderer's risks and responsibilities under the contract, or
- c) affect the competitive position of other tenderers presenting responsive tenders, if it were to be rectified.

Reject a non-responsive tender offer, and not allow it to be subsequently made responsive by correction or withdrawal of the non-conforming deviation or reservation.

**F.3.9 Arithmetical errors**

**F.3.9.1** Check responsive tender offers for arithmetical errors, correcting them in the following manner:

- a) Where there is a discrepancy between the amounts in figures and in words, the amount in words shall govern.
- b) If bills of quantities (or schedule of quantities or schedule of rates) apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate shall be corrected.
- c) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern and the tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices.

**F.3.9.2** Consider the rejection of a tender offer if the tenderer does not correct or accept the correction of his arithmetical errors in the manner described in F.3.9.1.

**F.3.10 Clarification of a tender offer**

Obtain clarification from a tenderer on any matter that could give rise to ambiguity in a contract arising from the tender offer.

**F.3.11 Evaluation of tender offers**

**F.3.11.1 General**

Appoint an evaluation panel of not less than three persons. Reduce each responsive tender offer to a comparative offer and evaluate it using the tender evaluation method that is indicated in the Tender Data and described below:

Method 1: Financial offer	<ol style="list-style-type: none"> <li>1) Rank bid offers from the most favorable to the least favorable comparative offer.</li> <li>2) Recommend highest ranked bidder for the award of the contract, unless there are compelling and justifiable reasons not to do so.</li> </ol>
Method 2: Financial offer and preferences	<ol style="list-style-type: none"> <li>1) Score bid evaluation points for financial offer.</li> <li>2) Confirm that bidders are eligible for the preferences claimed and if so, score bid evaluation points for preferencing.</li> <li>3) Calculate total bid evaluation points.</li> <li>4) Rank bid offers from the highest number of bid evaluation points to the lowest.</li> </ol>
	<ol style="list-style-type: none"> <li>5) Recommend bidder with the highest number of bid evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.</li> </ol>



Method 3: Financial offer and quality	<ol style="list-style-type: none"> <li>1) Score quality, rejecting all bid offers that fail to score the minimum number of points for quality stated in the Bid data.</li> <li>2) Score bid evaluation points for financial offer.</li> <li>3) Calculate total bid evaluation points.</li> <li>4) Rank bid offers from the highest number of bid evaluation points to the lowest.</li> <li>5) Recommend bidder with the highest number of bid evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.</li> </ol>
Method 4: Financial offer, quality and preferences	<ol style="list-style-type: none"> <li>1) Score quality, rejecting all bid offers that fail to score the minimum number of points for quality stated in the Bid data.</li> <li>2) Score bid evaluation points for financial offer.</li> <li>3) Confirm that bidders are eligible for the preferences claimed, and if so, score bid evaluation points for Preferencing.</li> <li>4) Calculate total bid evaluation points.</li> <li>5) Rank bid offers from the highest number of bid evaluation points to the lowest.</li> <li>6) Recommend bidder with the highest number of bid evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.</li> </ol>

Score financial offers, preferences and quality, as relevant, to two decimal places.

#### F.3.11.2 Scoring Financial Offers

Score the financial offers of remaining responsive tender offers using the following formula:

$N_{FO} = W_1 \times A$  where:

$N_{FO}$  = the number of tender evaluation points awarded for the financial offer.

$W_1$  = the maximum possible number of tender evaluation points awarded for the financial offer as stated in the Tender Data.

$A$  = a number calculated using either formulas 1 or 2 below as stated in the Tender Data.

Formula	Comparison aimed at achieving	Option 1	Option 2
1	Highest price or discount	$A = (1 + \frac{P - P_m}{P_m})$	$A = P / P_m$
2	Lowest price or percentage commission / fee	$A = (1 - \frac{P - P_m}{P_m})$	$A = P_m / P$

where:

$P_m$  = the comparative offer of the most favourable tender offer.

$P$  = the comparative offer of tender offer under consideration.

---

### **F.3.11.3 Scoring quality (functionality)**

Score quality in each of the categories in accordance with the Tender Data and calculate total score for quality.

### **F.3.12 Insurance provided by the employer**

If requested by the proposed successful tenderer, submit for the tenderer's information the policies and / or certificates of insurance which the conditions of contract identified in the contract data, require the employer to provide.

### **F.3.13 Acceptance of tender offer**

**F.3.13.1** Accept tender offer only if the tenderer complies with the legal requirements stated in the Tender Data.

**F.3.13.2** Notify the successful tenderer of the employer's acceptance of his tender offer by completing and returning one copy of the form of offer and acceptance before the expiry of the validity period stated in the tender data or agreed additional period. Providing the form of offer and acceptance does not contain any qualifying statements, it will constitute the formation of a contract between the employer and the successful tenderer as described in the form of offer and acceptance.

### **F.3.14 Notice to unsuccessful tenderers**

After the successful tenderer has acknowledged the employer's notice of acceptance, notify other tenderers that their tender offers have not been accepted.

### **F.3.15. Prepare contract documents**

If necessary, revise documents that shall form part of the contract and that were issued by the employer as part of the tender documents to take account of: a) addenda issued during the tender period,

- b) inclusion of some of the returnable documents,
- c) other revisions agreed between the employer and the successful tenderer, and
- d) the schedule of deviations attached to the form of offer and acceptance, if any.

### **F.3.16 Issue final contract**

Prepare and issue the final draft of contract documents to the successful tenderer for acceptance as soon as possible after the date of the employer's signing of the form of offer and acceptance (including the schedule of deviations, if any). Only those documents that the conditions of tender require the tenderer to submit, after acceptance by the employer, shall be included.

### **F.3.17 Complete adjudicator's contract**

Unless alternative arrangements have been agreed or otherwise provided for in the contract, arrange for both parties to complete formalities for appointing the selected adjudicator at the same time as the main contract is signed.

---

**F.3.18 Provide copies of the contracts**

Provide to the successful tenderer the number of copies stated in the Tender Data of the signed copy of the contract as soon as possible after completion and signing of the form of offer and acceptance.

## MORETELE LOCAL MUNICIPALITY



### TENDER NO: MLM/HR/LF/202/23 PROJECT DESCRIPTION: APPOINTMENT OF ADDITIONAL LEGAL FIRMS FOR PROVISION OF LEGAL SERVICES FOR A PERIOD OF 12 Months

#### 2. RETURNABLE SCHEDULES FOR TENDER EVALUATION

A	MBD 1 – BIDDING INFORMATION & TERMS OF BIDDING	20
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**FORM A: MBD 1****PART A  
INVITATION TO BID****YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE MORETELE LOCAL MUNICIPALITY**

BID NUMBER:	<b>MLM/HR/LF/2022-2023</b>	CLOSING DATE:	<b>12 JULY 2022</b>	CLOSING TIME:	<b>12:00</b>
DESCRIPTION	<b>APPOINTMENT OF ADDITIONAL LEGAL FIRMS FOR PROVISION OF LEGAL SERVICES FOR A PERIOD OF 12 Months</b>				
<b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).</b>					

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX

SITUATED AT;

**MORETELE LOCAL MUNICIPALITY**

4065 B MATHIBESTAD

**(BUDGET & TREASURY AND TECHNICAL BUILDING)****0418****NOTE: THE BID BOX IS ONLY ACCESSIBLE MONDAY - FRIDAY DURING OFFICE HOURS (08:00 TO 16:00)****SUPPLIER INFORMATION**

NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
TAX COMPLIANCE STATUS	TCS PIN:		OR	CSD No:	<b>MAAA</b>
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	<input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT [TICK APPLICABLE BOX]	<input type="checkbox"/> Yes <input type="checkbox"/> No	
<b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES &amp; QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]</b>					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3 ]	

<b>/WORKS OFFERED?</b>			
<b>TOTAL NUMBER OF ITEMS OFFERED</b>	.....	<b>TOTAL BID PRICE</b>	<b>R</b> .....
<b>SIGNATURE OF BIDDER</b>	.....	<b>DATE</b>	.....
<b>CAPACITY UNDER WHICH THIS BID IS SIGNED</b>	.....		
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:</b>		<b>TECHNICAL INFORMATION MAY BE DIRECTED TO:</b>	
DEPARTMENT	SCM	DEPARTMENT	HR/ LEGAL SERVICES
CONTACT PERSON	MODIEGI PHENYA	CONTACT PERSON	ABEL RAMOLOTJA
TELEPHONE NUMBER	012 716 1414	TELEPHONE NUMBER	012 716 1300/05
E-MAIL ADDRESS	Phenya11@gmail.com	E-MAIL ADDRESS	aramolotja@gmail.com

## PART B TERMS AND CONDITIONS FOR BIDDING

### 1. BID SUBMISSION:

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

1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR ONLINE**

1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.

### 2. TAX COMPLIANCE REQUIREMENTS

2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.

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

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

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

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

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

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

### 3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

- |  |    |  |    |
|--|----|--|----|
| 3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? | NO | <input type="checkbox"/> YES <input type="checkbox"/> NO |    |
| 3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA?                       |    | <input type="checkbox"/> YES <input type="checkbox"/> NO | NO |
| 3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?      |    | <input type="checkbox"/> YES <input type="checkbox"/> NO | NO |
| 3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?           |    | <input type="checkbox"/> YES <input type="checkbox"/> NO | NO |
| 3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?       | NO |  |    |

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

---

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

SIGNATURE OF BIDDER:

.....

CAPACITY UNDER WHICH THIS BID IS SIGNED:

.....

DATE:

.....  
.....

**FORM B: MBD4**

**MBD4**

**DECLARATION OF INTEREST**

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



.....  
3.2 Identity Number: .....

3.3 Position occupied in the Company (director, trustee, shareholder<sup>2</sup>) .....

.....  
3.4 Company Registration Number: .....

3.5 Tax Reference Number: .....

3.6 VAT Registration Number: .....

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

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

3.8.1 If yes, furnish particulars.

.....  
.....

<sup>1</sup>MSCM Regulations: "in the service of the state" means to be – (a) a member of –

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

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

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

3.9.1 If yes, furnish particulars

.....  
.....

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

---

3.10.1 If yes, furnish particulars

.....  
.....

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

3.11.1 If yes, furnish particulars

.....  
.....

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

3.12.1 If yes, furnish particulars

.....  
.....

3.13 Are any spouse, child or parent of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state? YES  / NO

3.13.1 If yes, furnish particulars

.....  
.....

3.14 Do you or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company have any interest in any other companies or business whether or not they are bidding for this contract? YES  / NO

3.14.1 If yes furnish particulars:

.....  
.....

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



**PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL  
PROCUREMENT REGULATIONS 2017****1.**

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution

**NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.**

---

**1. GENERAL CONDITIONS**

1.1 The following preference point systems are applicable to all bids:

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

1.2

- a) The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the **80/20** preference point system shall be applicable; or
- b) Either the 80/20 or 90/10 preference point system will be applicable to this tender

1.3 Points for this bid shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contributor.

1.4 The maximum points for this bid are allocated as follows:

	<b>POINTS</b>
<b>PRICE</b>	<b>80</b>
<b>B-BBEE STATUS LEVEL OF CONTRIBUTOR</b>	<b>20</b>
<b>Total points for Price and B-BBEE must not exceed</b>	<b>100</b>



$$P_s \geq 80 \times 1 \times \frac{P_t - P_{min}}{P_t - P_{min}} \quad \text{or} \quad P_s \geq 90 \times 1 \times$$

$$\frac{P_t - P_{min}}{P_t - P_{min}}$$

$$\frac{P_t - P_{min}}{P_t - P_{min}} \quad \frac{P_t - P_{min}}{P_t - P_{min}}$$

Where

$P_s$  = Points scored for price of bid under consideration

$P_t$  = Price of bid under consideration

$P_{min}$  = Price of lowest acceptable bid

#### 4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

4.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

#### 5. BID DECLARATION

5.1 Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:

#### 6. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1

6.1 B-BBEE Status Level of Contributor: ..... = ..... (maximum of 10 or 20 points) (Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in

paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

**7. SUB-CONTRACTING**

7.1 Will any portion of the contract be sub-contracted?

*(Tick applicable box)*

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

7.1.1 If yes, indicate:

- i) What percentage of the contract will be subcontracted.....%
- ii) The name of the subcontractor.....
- iii) The B-BBEE status level of the subcontractor.....
- iv) Whether the subcontractor is an EME or QSE

*(Tick applicable box)*

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations,2017:

Designated Group: An EME or QSE which is at least 51% owned by:	EME √	QSE √
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
<b>OR</b>		
Any EME		
Any QSE		

**8. DECLARATION WITH REGARD TO COMPANY/FIRM**

8.1 Name \_\_\_\_\_ of  
company/firm:.....

8.2 VAT registration

number:.....

8.3 Company registration

number:.....

8.4 TYPE OF COMPANY/ FIRM

- Partnership/Joint Venture / Consortium
- One person business/sole propriety
- Close corporation
- Company
- (Pty) Limited

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

8.6 COMPANY CLASSIFICATION

- Manufacturer
- Supplier
- Professional service provider
- Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

8.7 MUNICIPAL INFORMATION

**Municipality where business is situated:**

.....

**Registered Account Number:** .....

**Stand Number:**.....

8.8 Total number of years the company/firm has been in business:.....

8.9 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we 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 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
  - (a) disqualify the person from the bidding process;
  - (b) recover costs, losses or damages it has incurred or suffered as a result of that person’s conduct;
  - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
  - (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury 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.

<p>WITNESSES</p> <p>1. ....</p> <p>2. ....</p>

<p>.....</p> <p>SIGNATURE(S) OF BIDDERS(S)</p>
<p>DATE: .....</p> <p>ADDRESS .....</p> <p>.....</p> <p>.....</p>

**DECLARATION OF BIDDER’S PAST SUPPLY CHAIN MANAGEMENT PRACTICES**

- 1 This Municipal Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by municipalities and municipal entities in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 3 The bid of any bidder may be rejected if that bidder, or any of its directors have:
  - a. abused the municipality’s / municipal entity’s supply chain management system or committed any improper conduct in relation to such system;
  - b. been convicted for fraud or corruption during the past five years;
  - c. willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
  - d. been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004).
- 4 **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

Item	Question	Yes	No
4.1	<p>Is the bidder or any of its directors listed on the National Treasury’s Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector?</p> <p>(Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).</p> <p><b>The Database of Restricted Suppliers now resides on the National Treasury’s website(<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) and can be accessed by clicking on its link at the bottom of the home page.</b></p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		

4.2	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>The Register for Tender Defaulters can be accessed on the National Treasury's website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) by clicking on its link at the bottom of the home page.</b>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.7.1	If so, furnish particulars:		

**CERTIFICATION**

**I, THE UNDERSIGNED (FULL NAME) .....  
CERTIFY THAT THE INFORMATION FURNISHED ON THIS  
DECLARATION FORM TRUE AND CORRECT.**

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

.....

**Signature**

.....

**Date**

.....

**Position**

.....

**Name of Bidder**

Js367bW

**FORM E: MBD 9**

**MBD 9**

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

- 1 This Municipal Bidding Document (MBD) must form part of all bids<sup>1</sup> invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).<sup>2</sup> Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
  - a. take all reasonable steps to prevent such abuse;

- 
- b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
  - c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
- 4 This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

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

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

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

I, the undersigned, in submitting the accompanying bid:

---

(Bid Number and Description)

in response to the invitation for the bid made by:

---

(Name of Municipality / Municipal Entity)

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

I certify, on behalf of: \_\_\_\_\_ that:

(Name of Bidder)

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

- 
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>3</sup> will not be construed as collusive bidding.
  7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
    - (a) prices;
    - (b) geographical area where product or service will be rendered (market allocation)
    - (c) methods, factors or formulas used to calculate prices;
    - (d) the intention or decision to submit or not to submit, a bid;
    - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
    - (f) bidding with the intention not to win the bid.
  8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
  9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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

## **MBD 9**

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

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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



<b>FORM F: CERTIFICATE OF AUTHORITY</b>
---

Indicate the status of the tenderer by ticking the appropriate box hereunder. **THE TENDERER MUST COMPLETE THE CERTIFICATE SET OUT BELOW FOR THE RELEVANT CATEGORY AND ATTACH A LETTER ON THE COMPANY LETTERHEAD.**

Please tick appropriate box:

A Company	B Partnership	C Joint Venture	D Close Corporation	E Sole Proprietor

**A. CERTIFICATE FOR COMPANY**

I,....., chairperson of the board of directors of ..... hereby confirm that by resolution of the board (copy attached) taken on .....20...., Mr/Mrs.....acting in the capacity of.....,was authorised to sign all documents in connection with this tender and any contract resulting from it on behalf of the company.

As witness

1.....  
Chairman

2.....  
Date

**B. CERTIFICATE OF PARTNERSHIP**

We, the undersigned, being the key partners in the business trading as .....

hereby authorise Mr/Mrs....., acting in the capacity of.....to sign all documents in connection with the tender for Contract.....and any contract resulting from it on our behalf.

NAME	ADDRESS	SIGNATURE	DATE

NOTE: This certificate is to be completed and signed by all of the key partners upon whom rests the direction of the affairs of the Partnership as a whole.

**C. CERTIFICATE FOR JOINT VENTURE**

We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorise Mr/Mrs....., authorised signatory of the company ....., acting in the capacity of lead partner, to sign all documents in connection with the tender offer for Contract.....and any other contract resulting from it on our behalf.

This authorisation is evidenced by the attached power of attorney signed by legally authorised signatories of all the partners to the Joint Venture.

NAME OF FIRM	ADDRESS	AUTHORISING SIGNATURE, NAME & CAPACITY
Lead partner		

**D. CERTIFICATE FOR CLOSE CORPORATION**

We, the undersigned, being the key members in the business trading as.....hereby authorise Mr/Mrs.....

Acting in the capacity of....., to sign all documents in connection with the tender for Contract.....and any contract resulting from it on our behalf.

NAME	ADDRESS	SIGNATURE	DATE

NOTE: This certificate is to be complete and signed by all the key members upon whom rests the direction of the affairs of the Close Corporation as a whole.

**E. SOLE PROPRIETOR**

I,....., chairperson and sole owner of ....., hereby confirm that by resolution of the board (copy attached) taken on .....20...., Mr/Mrs.....acting in the capacity of.....,was authorised to sign all documents in connection with this tender and any contract resulting from it on behalf of the company.

As witness

---

1.....  
Chairman

2.....  
Date

**BIDDERS SHOULD ATTACH A DULY SIGNED AND DATED ORIGINAL OR CERTIFIED COPY OF THE LETTER OF AUTHORITY ON THE COMPANY'S LETTERHEAD, FAILURE TO DO SO WILL LEAD TO THE DISQUALIFICATION OF THE BID AS NON-RESPONSIVE**

**FORM G: BIDDER'S BANKING INFORMATION**

**DETAILS OF BIDDERS'S BANK ACCOUNT**

I/We furnish the following information:

- a) Name of Bank: .....
- b) Branch of Bank .....
- c) Town/city/suburb where bank is situated .....
- d) Contact Person at the Bank: .....
- e) Telephone number of Bank: Code: ..... Number: .....
- f) Account Number: .....

I/We hereby authorise the Employer to approach the above Bank for a reference.

**NOTE:**

**BIDDERS SHOULD ENSURE THAT THEIR BANK ACCOUNT DETAILS HAVE BEEN VERIFIED ON THE CSD REPORT. IF SUCH IS NOT VERIFIED, BIDDERS SHOULD ATTACH A COPY OF THEIR BANK CONFIRMATION LETTER**

Signature..... Date.....

Name..... Position.....

Tenderer.....

**FORM H: DECLARATION WITH REGARDS TO MUNICIPAL SERVICES, RATES AND TAXES**

I \_\_\_\_\_ the undersigned, declare on behalf of (Name of Bidder) \_\_\_\_\_ that;

the bidder and (or) any of its director(s) does not owe any municipal services, rates and taxes to the municipality or any other municipality or municipal entity any amount which could be in arrears for an period for a period more than three months.

In the event that this declaration is found to be false, the bid will be rejected and found to be nonresponsive.

NAME OF MUNICIPALITY	ACCOUNT NUMBER	OWNER

**NOTE:**

**TENDERER TO SUBMIT A COPY OF A MUNICIPAL ACCOUNT OF THE COMPANY AND/OR THAT OF ITS DIRECTOR NOT IN ARREARS AND NOT OLDER THAN THREE (03) MONTHS; OR**

**IN THE EVENT THAT THE BIDDER IS LEASING, A LEASE AGREEMENT ALONG WITH THE ACCOUNT OF THE LEASED PROPERTY SHOULD BE ATTACHED; OR**

**A CONFRIMATION LETTER FROM THE LOCAL MUNICIPALITY NOT OLDER THAN THREE MONTHS CONFIRMING THAT SERVICES ARE NOT CHARGED/LEVIED AND BIDDER DOES NOT OWE**

**(FAILURE TO DO SO WILL LEAD TO THE DISQUALIFICATION OF THE BID AS NON-RESPONSIVE)**



Signature.....

Date.....

Name.....

Position.....

Tenderer.....

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**FORM I: SCHEDULE OF PROPOSED SUBCONTRACTORS**

Will you be subcontracting on this project?

(Tick the appropriate box)

Yes  / No

We notify you that it is our intention to employ the following subcontractors for work in this contract.

If we are awarded a contract we agree that this notification does not change the requirement for us to submit the name of proposed subcontractors in accordance with requirements in the contract for such appointments. If there are no such requirements in the contract, then your written acceptance of this list shall be binding between us.

	<b>Name of Subcontractor</b>	<b>Contact Details</b>	<b>Description of Work to be executed by Subcontractor</b>
1.			
2.			
3.			

---

4.			
5.			

Signature.....

Date.....

Name.....

Position.....

Tenderer.....

---

<b>FORM J: RECORD OF ADDENDA TO TENDER DOCUMENTS</b>
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Was there an addendum issued for this project?

(Tick appropriate box and complete table accordingly)

Yes  / No

We confirm that the following communications received from the employer before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer:

	<b>Date</b>	<b>Title of Details</b>
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

Attach additional pages if more space is required.

Signature..... Date .....

Name..... Position.....

Tenderer.....





---


**NB: COMPLETE THE TABLE ABOVE ON COMPANY EXPERIENCE (COMPULSORY TABLE) AND ALSO ATTACH PROOF OF PROJECTS LISTED ON THE ABOVE TABLE (FAILURE TO DO SO WILL LEAD TO THE DISQUALIFICATION OF THE BID AS NON-RESPONSIVE)**

Signature..... Date .....

Name..... Position.....

Tenderer.....




***NB: COMPLETE THE TABLE ABOVE ON COMPANY EXPERIENCE (COMPULSORY TABLE) AND ALSO ATTACH PROOF OF PROJECTS LISTED ON THE ABOVE TABLE (FAILURE TO DO SO WILL LEAD TO THE DISQUALIFICATION OF THE BID AS NON-RESPONSIVE)***

Signature..... Date .....

Name..... Position.....

Tenderer.....

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**FORM L: PROOF OF REGISTRATION / ACCREDITATION WITH PROFESSIONAL  
BODY**

**Proof of Registration with the Relevant Professional Body to be submitted**

Among others the following should be attached, certified copies not more than three (3) months old;

- The firm's good standing certificate with the Law Society
- Good standing certificates with the Law Society of the key personnel (attorneys)
- Certificate of Right of Appearance in Magistrate and High Court
- Valid Fidelity Fund Certificate

**NOTE: THE ABOVE WILL BE USED FOR FUNCTIONALITY SCORING AS PER PAGE 8 OF THE BID DOCUMENT NON-SUBMISSION OF THE ABOVE WILL RENDER THE BID TO BE NON-RESPONSIVE**

Signature..... Date .....

Name..... Position.....

Tenderer.....



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This submission is in-line with the functionality criteria on page 8 of the bid document.

**NOTE: Bidders are to submit along with the bid CVs and relevant qualifications of the personnel. The personnel provided are to be part of the project from inception until the end of the 36 Months period**

**NON-SUBMISSION OF THE ABOVE WILL RENDER THE BID TO BE NON-RESPONSIVE**

Signature..... Date .....

Name..... Position.....

Tenderer.....

**FORM N: FORM OF OFFER AND ACCEPTANCE**

**Offer**

The employer, identified in the acceptance signature block, has solicited offers to enter into a contract for the procurement of:

**APPOINTMENT OF A PANEL OF LEGAL FIRMS FOR PROVISION OF LEGAL SERVICES FOR A PERIOD OF 36 Months**

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

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

**THE OFFERED TOTAL OF THE PRICE INCLUSIVE OF VALUE ADDED TAX IS CONTRACT PRICE)**

.....  
..... (in words);

R..... (in figures)

This offer may be accepted by the employer by signing the acceptance part of this form of offer and acceptance and returning one copy of this document to the tenderer before the end of the period of validity stated in the tender data, whereupon the tenderer becomes the party named as the contractor in the conditions of contract identified in the contract data.

Signature(s) .....

Name(s) .....

Capacity .....

Tenderer .....

Address .....

Date .....

**As witness:**

Name .....

Signature ..... Name

.....

Signature .....



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Acceptance

By signing this part of this form of offer and acceptance, the employer identified below accepts the tenderer's offer. In consideration thereof, the employer shall pay the contractor the amount due in accordance with the conditions of contract identified in the contract data. Acceptance of the tenderer's offer shall form an agreement between the employer and the tenderer upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

Tenderer upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

The terms of the contract are contained in:

- Agreements and contract data, (which includes this agreement) ○
- Pricing data ○ Scope of work

Deviations from and amendments to the documents listed in the tender data and any addenda thereto as listed in the tender schedules as well as any changes to the terms of the offer agreed by the tenderer and the employer during this process of offer and acceptance, are contained in the schedule of deviations attached to and forming part of this agreement. No amendments to or deviations from said documents are valid unless contained in this schedule, which must be signed by the authorised representative(s) of both parties.

The tenderer shall within two weeks after receiving a completed copy of this agreement, including the schedule of deviations (if any), contact the employer's agent (whose details are given in the contract data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the contract data at, or just after, the date this agreement comes into effect. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

Notwithstanding anything contained herein, this agreement comes into effect on the date when the tenderer receives one fully completed original copy of this document, including the schedule of deviations (if any). Unless the tenderer (now contractor) within five days of the date of such receipt notifies the employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the parties.

Signature(s) .....

Name(s) ..... Capacity

.....

for the Employer .....

(Name and address or organization)

Witnesses:

1. Full Names: ..... Signature: .....

2. Full Names: ..... Signature: .....

**Schedule of Deviations**

Item	Deviation Details

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

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

**For the Contractor:**

Signature(s) .....

Name(s) .....

Capacity .....

.....  
(Name and address of organization)

Name and signature of witness ..... Date:  
.....

**For the Employer:**

Signature(s) .....

Name(s) .....

Capacity .....

.....  
(Name and address of organization)

Name and signature of witness ..... Date:  
.....

## MORETELE LOCAL MUNICIPALITY



### FORM O: PRICING SCHEDULE APPOINTMENT OF ADDITIONAL LEGAL FIRMS FOR PROVISION OF LEGAL SERVICES FOR A PERIOD OF 12 Months

NO	DESCRIPTION	UNIT PRICES
		<b>RATE PER HOUR</b>
1.	Attorney	
2.	Candidate Attorney	
3.	<b>Other costs as follows:</b>	<b>RATE PER PAGE</b>
3.1	Copy per page	
3.2	Telephone call per minute	
3.3	Preparing a letter	
3.4	Document perusal per page	
3.5	Travel Costs per kilometre	
3.6	Fax per page	
3.7	Email per Page	
4.	Disbursement costs - (Supporting Schedule to be provided).	
	<b>TOTAL</b>	
	<b>VAT</b>	
	<b>GRAND TOTAL</b>	
<b>GRAND TOTAL TO BE TRANSFERRED TO THE FORM OF OFFER ON PAGE. 49</b>		

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Signature..... Date .....

Name..... Position.....

Tenderer.....

## MORETELE LOCAL MUNICIPALITY



### FORM P: SCOPE OF WORK

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#### TERMS OF REFERENCE FOR ESTABLISHING THE ADDITIONAL LEGAL FIRMS FOR THE PROVISION OF LEGAL SERVICES FOR A PERIOD OF 12 Months.

##### 1. PURPOSE

To establish a panel of credible service providers that will provide legal services to Moretele Local Municipality in various disciplines on a “demand basis” for a period of 36 Months as and when required.

##### 2. BACKGROUND

Only legal practices established and registered in accordance with the provisions of the Attorneys Act, 1979 (Act No. 53 of 1979 as amended) will be considered for this tender.

Moretele Local Municipality does not guarantee that bidders will receive instructions in the event that they are appointed onto the municipality’s panel of attorneys.

All instructions to selected attorneys on the panel of attorneys shall be given, in writing, by the accounting officer or any official duly delegated and authorised as the representative of the municipality.

The municipality may, at its sole discretion award an assignment or any part thereof to more than one panel member or to any legal firm not forming part of the panel of attorneys depending on the nature of the assignment.

The firms of attorneys may not cede or assign any part of its agreement with Moretele Local Municipality nor subcontract any part of the work assigned to them without the prior written authorisation and approval from the accounting officer of Moretele Local Municipality or any official so duly delegated by the accounting officer.

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Regular quarterly written feedback must be given to the Manager: Legal Services, or his/her nominee on all matters at no costs to the municipality.

When cases have been postponed at the request of the attorney/advocate acting on behalf of the municipality owing to non-compliance with any procedural requirements, the service provider who was negligent in this regard will bear the costs of postponement, and this amount will not be recovered from the municipality

Attorneys on panel may not appoint senior counsel, unless written instructions to this effect have been received from the appointed attorney on behalf Moretele Local Municipality Payment of legal fees by Moretele Local Municipality will be effected within 30 (thirty) days from date of receipt of an acceptable invoice

In the event that any conflict of interest is discovered during a particular assignment, Moretele Local Municipality reserves the right to summarily cancel the services agreement and demand that all information, documents and property of the municipality be returned forthwith.

Where the panel falls short of other fundamental legal aspects, Moretele Local Municipality reserves right to appoint firms outside the appointed panel.

Moretele Local Municipality shall be entitled, in its discretion to remove a firm of attorneys from the panel before the expiry of the 3 (three) years period by written notice and recall all the files in the possession of the said firm of attorneys.

### **3. LEGAL FEES & COSTS.**

Upon receipt of bids from various law firms the municipality will assess the rates and select the cheapest rates and pay the attorneys for her/his legal costs and fees according to the rates found to be the lowest from the acceptable bids in all the categories. These fees and costs shall reflect on the appointment letter.

### **4. SCOPE OF WORK**

The preferred service providers will be expected to render services on an ad hoc basis to Moretele Local Municipality in the following service categories: -

- 1. Civil Litigation: Construction Law – Extensive knowledge of construction law**
- 2. Litigation: Labour Court – Extensive knowledge of Labour Law**
- 3. Civil Litigation – Extensive Knowledge of the municipality tendering processes**

Bidders will be appointed to the Panel of Attorneys with a maximum of two (2) bidders per category and bidders are required to indicate which category they are bidding for:

CATEGORY	FIELD OF APPOINTMENT	NUMBER TO BE APPOINTED	INDICATE WHICH CATEGORY BIDDING FOR (X)
Category 1	Construction and Engineering Law	Maximum of two (2)	
Category 2	Labour Law Matters	Maximum of two (2)	
Category 3	Civil Litigation in the High Court	Maximum of two (2)	

## 5. MANDATORY REQUIREMENTS

*Bidders who fail to comply with the below requirements **will** be eliminated and bidders who comply with the below progresses to the next phase of technical evaluation.*

- Submission of proof of registration with the Law Society.
- Submission of a valid certified copy of the Attorneys Fidelity Fund Certificate for each member who is a sole practitioner, partner or director of the firm of attorneys and who will attend to Moretele Local Municipality matters.
- Submission of a certified valid letter of good standing with the relevant Law Society, for each attorney who forms part of the team that will attend to Moretele Local Municipality matters, not older than 3 (three) months.
- Atleast Three (3) contactable reference/recommendation letters for each service category the bidder is bidding for.
- Proof of qualification and completed course of the lead attorney as well as the proposed team members per service category
- Admission certificates of the lead attorney in the High Court as well as the proposed team members per service.

## 6. SCOPE OF WORK

The Panel of Attorneys/Law Firms will be expected to render services to Moretele Local Municipality on a wide range of issues pertaining to, *inter alia* the following, including but not limited:-

### No Area of Work Scope of Work Skills required

#### 1. Labour and Employment Law

- Handling and/or presiding over disciplinary enquiries/matters of employees.   
Conducting forensic investigations in the workplace and advising.
- Provision of general labour related advice, legal opinions or related services.
- Representing the employer at arbitrations, the Labour Courts and other forums for labour disputes.

- Experience in labour and employment law litigation.
- Understand the regulatory framework governing public service employment.
- An understanding of labour law and employment law jurisprudence for purposes of providing legal opinions...
- Provide legal opinions of a corporate law nature.

## 7. NOTE

- Only legal practices established in accordance with the provisions of the Legal Practice Act No.28 of 2014 will be considered for this tender.
- A contract will be signed with each member i.e. the Legal Practice/Firm appointed to the panel.
- Each panel member will be required to sign confidentiality and indemnity agreements with Moretele Local Municipality
- Panel members are not guaranteed any work under this tender proposal.
- Moretele Local Municipality reserves the right to interview panel members that are shortlisted for specific assignments.
- Moretele Local Municipality may at its sole discretion award an assignment or any part thereof to more than one panel member.
- Moretele Local Municipality may at its own discretion vary an instruction to include more work.
- Panel members may not cede or assign any part of its agreement with Moretele Local Municipality nor subcontract any part of the work assigned to them without the prior written authorisation of Moretele Local Municipality
- The panel members must declare any interest it has in an assignment as well as declare any possible conflict of interest with Moretele Local Municipality in the pursuance of the proposed assignment.
- In the event that any conflict of interest is discovered during the assignment, Moretele Local Municipality reserves the right to summarily cancel the agreement and demand that all the information, documents and property of Moretele Local Municipality be returned forthwith.

Disputes that may arise between the municipality and a bidder must be settled by means of mutual consultation, mediation (with or without legal representation) or, when unsuccessful, in a South African court of law.

In addition to adherence to the specific terms and conditions of proposals, provided in this document, the bidder shall be bound by the provisions of the General Conditions of Contract attached hereto, an originally signed copy of which must be submitted together with all other bid documentation.

## 8. PRICING

(a) Pricing must be proposed as per the table below for the three (3) year period.

Description	Unit price
2 Attorney	
3 Candidate Attorney	
4 Other costs as follows:	

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4.1 Copy per page	
4.2 Telephone call per minute	
4.3 Preparing a letter	
4.4. Document perusal per page	
4.5. Travel Costs per kilometre	
4.6. Fax per page	
4.7. Email per Page	
5 Disbursement costs (Supporting Schedule to be provided).	

## **9. CONTACT PERSON**

### **Technical Enquiries**

1. Mr. A Ramolotja 012 716 1300/05

### **Supply Chain Management Enquiries**

1. Mrs. M Phenya 012 716 1414

**\*\*\*END OF DOCUMENT\*\*\***

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