

DR JS MOROKA LOCAL MUNICIPALITY



PROJECT NO: JSM/LEG/SERV-PANEL 01/2025/2028

APPOINTMENT OF THE PANEL OF PROFESSIONAL LEGAL SERVICE PROVIDERS ON CORPORATE LEGAL MATTERS FOR A PERIOD OF 36 (THIRTY – SIX) MONTHS FOR DR JS MOROKA LOCAL MUNICIPALITY ON AS AND WHEN REQUIRED BASIS

PROJECT NO: JSM/LEG/SERV-PANEL 01/2025/2028

TENDER DOCUMENT

ISSUED BY: DR JS MOROKA LOCAL MUNICIPALITY

A2601/3 Bongimfundo Street

SIYABUSWA

0472

CONTACT: 013 973 1101

NAME OF TENDERER:

CSD NUMBER:

BID AMOUNT OFFERED (EXL VAT)



**APPOINTMENT OF A PANEL OF PROFESSIONAL LEGAL SERVICE PROVIDERS ON
CORPORATE LEGAL MATTERS FOR A PERIOD OF 36 (THIRTY-SIX) MONTHS FOR DR
JS MOROKA LOCAL MUNICIPALITY ON AS AND WHEN AS REQUIRED
PROJECT NO:JSM/LEG/SERV-PANEL 01/2025-2028**

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**APPOINTMENT OF A PANEL OF PROFESSIONAL LEGAL SERVICE PROVIDERS ON
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PROJECT NO: JSM/LEG/SERV-PANEL 01/2025-2028**

TENDERING PROCEDURES

THE TENDER

Part T1 : Tendering Procedures

- T1.1 Tender notice and invitation to tender
- T1.2 Tender Data

**APPOINTMENT OF A PANEL OF PROFESSIONAL LEGAL SERVICE PROVIDERS ON CORPORATE LEGAL MATTERS FOR A PERIOD OF 36 (THIRTY-SIX) MONTHS FOR DR JS MOROKA LOCAL MUNICIPALITY ON AS AND WHEN REQUIRED BASIS
PROJECT NO: JSM/LEG/SERV-PANEL 01/2025-2028**

T1.1 TENDER NOTICE AND REQUEST FOR PROPOSALS

Doctor Moroka Local Municipality Invites Tenders from the suitably qualified Tenderers who meet the prescribed requirements for **APPOINTMENT OF A PANEL OF PROFESSIONAL LEGAL SERVICE PROVIDERSON CORPORATE LEGAL MATTERS FOR A PERIOD OF 36 (THIRTY-SIX) MONTHS FOR DR JS MOROKA LOCAL MUNICIPALITY ON AS AND WHEN REQUIRED BASIS.**

Tender documents will be obtainable from **13 MAY 2025** on payment of cash non-refundable document fee of **R3 368.12** per document from the offices of the **Dr JS Moroka Local Municipality, 2601/3 Bongimfundo Street in Siyabuswa, during office hours from 09h00am to 15h00pm from Monday to Friday.** Tender documents may also be downloaded free of charge from E Tender.

Tenders are to be completed in black ink and completed in accordance with the conditions and rules contained in the tender documents. The tenders and relevant documents must be sealed in an envelope and externally endorsed with the description: **APPOINTMENT OF A PANEL OF PROFESSIONAL LEGAL SERVICE PROVIDERS ON CORPORATE LEGAL MATTERS FOR A PERIOD OF 36 (THIRTY-SIX) MONTHS FOR DR JS MOROKA LOCAL MUNICIPALITY** and be deposited in the Tender Box, at A2601/3 Bongimfundo street, Siyabuswa Mpumalanga not later than **11h00am on 13 JUNE 2025.** The tenders will immediately be opened in public. **The Tenders shall remain valid for a period of 90 days from the closing date.** Telegraphic, telephonic, fax, telex e-mail or late tenders will not be accepted.

Tenders will be evaluated in terms of the Supply Chain Management policy of the Dr J S Moroka Local Municipality. The lowest or any tender will not necessarily be accepted and suitably the Dr J S Moroka Local Municipality reserves the right not to consider any tender **not suitably endorsed or comprehensively completed**, as well as the right to accept the tender in whole or part. Service Providers need to be registered with the Central Supplier Database (CSD)

Procurement related enquiries may be directed to the Supply Chain Unit of the Dr J S Moroka Local Municipality at 013-973 1101 while Technical enquiries may be directed to Legal Services at 013 973 1101

**Ms M M MATHEBELA
MUNICIPAL MANAGER**

TENDER DATA

1.	<p>The Employer is: Dr J S Moroka Local Municipality Private Bag X 4012 Siyabuswa 0472</p>			
2.	Tender Documents			
	<p>Tendering Procedures Tender notice and invitation to tender Tender data</p> <p>Returnable Documents List of Returnable Documents</p> <p>The Contract Agreements and Contract data Forms of Offer and Acceptance Contract Data</p> <p>Pricing Data Pricing Instruction Bill of Quantities</p> <p>Terms of Reference Terms of Reference</p> <p>Additional Relevant Documents Supply Chain Management Policy</p>			
3.	<p>Interpretation</p> <p>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 tender conditions.</p>			
4	<p>Communication.</p> <p>The Employer's Representative is.</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 33%; padding: 5px;"> <p><u>Accounting Officer.</u> Ms M M Mathebela A2601/3 Bongimfundo Street Siyabuswa 0472 Tel: 013 973 1101</p> </td> <td style="width: 33%; padding: 5px;"> <p><u>Procurement Enquiries.</u> Mr A Masilela A2601/3 Bongimfundo Street Siyabuswa 0472 Tel: 013 973 1101</p> </td> <td style="width: 33%; padding: 5px;"> <p><u>Technical Enquiries.</u> Ms Mphahlele Legal Services A2601/3 Bongimfundo Street Siyabuswa 0472 Tel: 013 973 1101</p> </td> </tr> </table>	<p><u>Accounting Officer.</u> Ms M M Mathebela A2601/3 Bongimfundo Street Siyabuswa 0472 Tel: 013 973 1101</p>	<p><u>Procurement Enquiries.</u> Mr A Masilela A2601/3 Bongimfundo Street Siyabuswa 0472 Tel: 013 973 1101</p>	<p><u>Technical Enquiries.</u> Ms Mphahlele Legal Services A2601/3 Bongimfundo Street Siyabuswa 0472 Tel: 013 973 1101</p>
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4.1	<p>Attention is drawn to the fact that verbal communication given by the Employer's representative prior to the closure of tenders will not be regarded as binding on the Employer. Only information issued formally by the Employer in writing to the tenders, under the signature of the Accounting Officer will be regarded as amending the tender documents.</p>			

	The employer has the right not to accept the lowest tender and to accept the whole or part of any tender or not to consider any tender not suitably endorsed is fully reserved by the Dr J S Moroka Local Municipality .
6	Tenderer Obligations
6.1	The Council retains the right to call for any additional information that it may deem necessary.
6.2	If tendering as a Joint Venture, the Joint venture must be constituted by means of a comprehensive and fair, written agreement between the members, which sets out their obligations, rights, risks and rewards. Joint venture members should share at least the following aspects of the joint venture activities in a meaningful and equitable manner: 1. Control 2. Management 3. Operations 4. Risk 5. Profit and Loss
6.3	If a Tenderer , or any person employed by him is found to have either directly or indirectly, promised or given to any person in the employment of Council, any commission, gratuity, gift or other consideration, The Council shall have the right to summarily and without recourse to law and without prejudice to any other legal remedy which it may have in regard to any loss and/ or additional costs or expenses, to disqualify the Tender or cancel the Contract without paying any compensation to the aforesaid Tender or Contract.
6.4	At the request of the Municipal Manager or his authorized representative from furnishing him with additional information, or with a sample or specimen for testing purposes or otherwise, or from giving a demonstration so as to enable the recommendation to the Council's responsible Committee on the award of the contract be formulated,
7	Compensation of tendering The employer will not compensate the tenderer for any costs incurred in the preparation and submission of a tender offer, including the cost of any testing necessary to demonstrate that aspects of the offer satisfy requirements.
9	Check documents The Tenderer should check the tender documents on receipt for completeness and notify the employer of any discrepancy or omission.
10	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.

11	Eligibility Responsive tenders are ONLY those tenders with all documents and pages contained herein, that
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	have been signed by the responsible person duly authorized to sign all documents indicated on the returnable document "FORM D Authority of signatory".
12	briefing session is not a compulsory requirement for this project.
13	Submitting tender offer:
13.1	No Tender document will be considered unless submitted on Council's Official Tender Document
13.2	Return all the returnable documents to the employer after completing them.
13.3	Tenders must be deposited in the tender box clearly marked APPOINTMENT OF A PANEL OF PROFESSIONAL LEGAL SERVICE PROVIDERS ON CORPORATE LEGAL MATTERS FOR A PERIOD OF 36 (THIRTY-SIX) MONTHS FOR DR JS MOROKA LOCAL MUNICIPALITY ON AS AND WHEN AS REQUIRED
	Location of tender Box: Main Entrance - Municipal Head Quarters Building Physical Address: Dr J S Moroka Local Municipality, A2601/3 Bongimfundo Street, Siyabuswa 0472.
	Telephonic, telegraphic, telex, facsimile or emailed tenders will not be considered
13.4	All tender received by the Dr J S Moroka Local Municipality will remain in the Municipality's possession until after the stipulated closing date and time.
13.5	Accept that a tender submitted to the employer cannot be withdrawn or substituted. No substitute tenders will be considered.
14	Closing Time: 11:00am
14.1	The time and location for opening of the Tender offers are: Closing Time: 11h00am Closing Date: 13 June 2025 Location: Dr J S Moroka Local Municipality A2601/3 Bongimfundo Street SIYABUSWA 0472 Tenders will be opened in public at 11h00am.
14.2	After the opening of the tender proposals, no information relating to the clarification, determination of responsiveness, evaluation and comparison of tender proposals and recommendations concerning the award of the tender shall be disclosed to any other tenderer or persons not concerned with such process until the award of the Tender has been announced by the Dr JS Moroka Local Municipality.
15	Pricing the tender State the rates and prices in Rand and shall make provision for any annual fees increase and/or annual escalation.

	<p>No alterations may be made to the tender document issued by the employer.</p> <p>Proposals and any other supporting documents must be attached to the back of this tender document</p>								
17	<p>Alternative tender offer.</p> <p>No alternative tender offers will be considered or accepted</p> <p>Alternative offers may be submitted only if a main tender offer, strictly in accordance with all the requirements of the tender document is also submitted. The alternative tender offer is to be submitted with the main tender offer together with a schedule that compares the requirements of the tender document with the alternative requirements the tenderer proposes.</p>								
18	<p>Tender Offer Validity</p> <p>The Tender offer validity period is 90 days from the closing date.</p>								
19	<p>Tender clarification after submission</p> <p>A tender may be regarded as non-responsive if the tenderer fails to provide clarification requested by the employer within the time for submission stated in the employer's written request.</p>								
20	<p>Tender evaluation points</p> <p>The value of this bid is estimated not to exceed R50 000 000 (all applicable taxes included) and therefore the 80/20-point system shall be applicable.</p> <p>Preference points for this bid shall be awarded for:</p> <p>(a) Price; and (b) B-BBEE Status Level of Contribution.</p>								
21	<p>The maximum points for this bid are allocated as follows:</p> <table border="1" data-bbox="252 1458 1347 1697"> <thead> <tr> <th></th> <th>POINTS</th> </tr> </thead> <tbody> <tr> <td>PRICE</td> <td>80</td> </tr> <tr> <td>B-BBEE & SPECIFIC GOALS OF THE MUNICIPALITY ON THE IDP</td> <td>20</td> </tr> <tr> <td>Total points</td> <td>100</td> </tr> </tbody> </table>		POINTS	PRICE	80	B-BBEE & SPECIFIC GOALS OF THE MUNICIPALITY ON THE IDP	20	Total points	100
	POINTS								
PRICE	80								
B-BBEE & SPECIFIC GOALS OF THE MUNICIPALITY ON THE IDP	20								
Total points	100								
22	<p>Evaluation of Tenders</p> <p>The Tenderers notice is drawn to the fact that the evaluation, adjudication and awarding of this tender will be in terms of the Supply Chain Management Policy of the Dr JS Moroka Local Municipality.</p> <p>22.1 The following steps will be followed in evaluation.</p> <ol style="list-style-type: none"> 1. Determination of whether or not tender offers are complete. 2. Determination of whether or not tender offers are responsive. 								

3. Determination of the reasonableness of tender offers.
4. Confirmation of the eligibility of preferential points claimed by tenderers.
5. Determination of expertise and experience of tenderers.
6. Awarding of points for financial offer.
7. Ranking of tenderers according to the total points
8. Performance of risk analysis by checking the credit record of the tenderers

22.2.1

Technical adjudication and General Criteria

Tenders will be adjudicated in terms of inter alia:

- Compliance with Tender conditions
- Technical specifications

If the Tenderer does not comply with the Tender Conditions, the Tenderer may be rejected. If technical specifications are not met, the Tender may also be rejected.

With regard to the above, certain actions or errors are unacceptable and shall be an automatic **REJECTION OF THE TENDER**, for example

- **Failure to attach a copy of a Valid Tax pin**
- **Pages not initialed, removed from the Tender document, and have therefore not been submitted.**
- **Scratching out without initialing next to the amended rates or information.**
- **Writing over / painting out rates / the use of tippex or any erasable ink, e.g. pencil.**
- **The Tender has not been properly signed by a party having the authority to do so, according to the Form D – “Authority for Signatory”**
- **No authority for signatory submitted.**
- **Particulars required in respect of the Tender have not been provided – non-compliance of Tender requirements and/or specifications.**
- **The Tender has been submitted after the relevant closing date and time.**
- **Failure to complete and sign Form C1.1 Form of Offer**
- **If any municipal rates and taxes or municipal service charges are owed by that Tenderer and any of its directors to the municipality, or to any other**

	<p>municipality or municipal entity, are in arrears for more than one month.</p> <ul style="list-style-type: none"> ▪ If any Tenderer who during the last five years has failed to perform satisfactorily on a previous contract with the municipality or any other organ of state after written notice was given to that Tenderer that performance was unsatisfactory. ▪ Attorneys and Advocates Whose Firm(s) and/or Lead Partner or Director is Registered with the Legal Practice Council whether as sole proprietors or partnerships or incorporated legal entities ▪ Letter of Good Standing issued in favor of the Firm and/or Lead Partner or Director issued by the relevant authority i.e. (Legal Practice Council) not older than six months. ▪ Insurance Indemnity Cover of not less than R1 500 000.00 per financial year. ▪ For Exempted Legal Entities, Attorneys generating R0 up to R5 million annual revenue must submit a sworn Affidavit or certificate issued by CIPC on an annual basis confirming an annual total revenue status and level of ownership. ▪ For Exempted Legal Entities, Advocates with an annual revenue of R0 up to R3 million must submit confirmatory Affidavit. ▪ Proof of appointment letter for the candidate Attorney by the Director. ▪ certificate from Qualifications Certification Body for a Law Degree with NQF level 8 weighting endorsed by SAQA for foreign nationals practising in the Republic of South Africa. ▪ Attach annual financial statement not older than 2 years.
22.2.2	<p>Staffing profile</p> <p>Evaluation of the Tenderer's position in terms of:</p> <ul style="list-style-type: none"> ▪ Staff available for this contract being Tendered for; and ▪ Qualifications and experience of key staff to be utilized on this contract.
22.2.3	<p>Previous experience</p> <p>The procedure for the evaluation of responsive Bids will be on the minimum number of projects specified in this document, in terms of functionality.</p>
22.2.4	<p>The tenderer shall provide documentation of company experience of each member of the Consortium/Joint Venture related projects.</p>
22.2.5	<p>Financial ability to execute the contract</p> <p>Evaluation of the Tenderer's financial ability to execute the contract.</p>

22.2.6

Good standing with SA Revenue Services

- Determine whether a valid tax pin has been submitted.
- The Tenderer **must** submit a copy of a Valid Tax pin or a **Copy of a letter**

<p>22.2.7</p> <p>22.2.8</p>	<p style="text-align: center;">from SARS indicating Tenderer's SARS reference or login number and pin.</p> <p>If the Tender does not meet the requirements contained in the Dr JS Moroka Local Municipality's Procurement Policy, and the mentioned framework, it will be rejected by the Council, and may not subsequently be made acceptable by correction or withdrawal of the non-conforming deviation or reservation.</p> <p>Penalties</p> <p>The Dr J S Moroka Local Municipality will if upon investigation it is found that a preference in terms of the Act and these regulations has been obtained on a fraudulent basis, or any specified goals are not attained in the performance of the contract, on discretion of the Municipal Manager, one or more of the following penalties will be imposed:</p> <ul style="list-style-type: none"> ▪ Cancel the contract and recover all losses or damages incurred or sustained from the Tenderer. ▪ Impose a financial penalty at the discretion of Council. ▪ Restrict the service provider, its shareholders and directors on obtaining any business from the Dr J S Moroka Local Municipality for a period of 5 years. ▪ Report the matter to treasury.
<p>23</p>	<p>The additional conditions of Tender are:</p> <ol style="list-style-type: none"> 1. Dr J S Moroka Local Municipality may also request that the Tenderer provide written evidence that his financial, labour and resources are adequate for carrying out the project. 2. The Dr J S Moroka Local Municipality reserves the right to appoint a firm of chartered accountants and auditors and / or execute any other financial investigations on the financial resources of any Tenderer. The Tenderer shall provide all reasonable assistance in such investigations.
<p>24</p>	<p>Local Content</p> <p>Procurement regulations in respect of Local Content is not applicable for this tender.</p>
<p>25</p>	<p style="text-align: center;">The specific goals based on the IDP for Dr JS Moroka local municipality are as per following.</p> <ul style="list-style-type: none"> a) Empowerment of women b) Empowerment of youth c) Empowerment of previously disadvantaged through Race d) BBBEE Certificate e) Empowerment of business established in the municipal jurisdiction. <p>Specific goals for this tender are as per following:</p> <ul style="list-style-type: none"> f) Empowerment of previously disadvantaged through Race 5% g) Empowerment of women 5% h) BBBEE Certificate 10%

F.3.11.5	Evaluation Method 4 Which entails the balance between financial offer, preferences and Quality and 80/20 points system, will be adopted.
F.3.11.6	Evaluation Criteria

	The Legal Firm's tender responsiveness in relation to points is therefore summarized as follows:	
	Personnel	45
	Proposed technical methodology & approach	30
	Experience of Firm on similar or comparable projects	20
	Hardware and Software Resources	05
	TOTAL	100

A firm must obtain a minimum of 70 points out of the 100 points above to be considered for price and BBB-EE evaluation.

Project Manager/ LEAD PARTNER: (Maximum Points obtainable 20)

Name of Project Manager/Lead Partner

Evaluation Criteria	Minimum Required	Elimination Factor	Maximum Points obtainable	Points Claimed
Academic Qualifications (Note 1)	Masters in Law	No	1	
	Bachelor of Laws (LLB), or B URIS or B PROC degree	Yes	2	
Professional Registration	Admission as an attorney/Advocate (Registered with the Legal Practice Council)	Yes	2	
Sub-total			5	
Years of experience after admission (letter of good standing from the legal practice Council)	1-2	No	1	
	3-6	No	3	
	7 and above	No	6	
Sub-Total			6	
Involvement in comparable projects (testimonial letters from the client)	3-5	No	1	
	6-9	No	3	
	10 and above	No	6	
Sub-Total			6	
Current Employment (appointment letters)	Full time employed by the Legal Firm	Yes	3	
Sub-total			3	
Total			20	

PROFESSIONAL ASSISTANT/JUNIOR ADVOCATE: (Maximum Points obtainable 15)

Name of PA:

Evaluation Criteria	Minimum Required	Elimination Factor	Maximum Points	Points Claimed
			obtainable	
Academic Qualifications	Bachelor of laws or B Proc	Yes	3	
Professional Registration	Admission as an Attorney/Advocate	Yes	2	
Sub-total			5	
Years of experience after admission as an Attorney/Advocate (letter of good standing from the legal Practice Council).	1-2	No	1	
	3-5	No	3	
	6 and above	No	6	
Sub-Total			6	
Current Employment(Curriculum Vitae)	Full time employment by the Firm	yes	4	
Sub-Total			4	
Total			15	

CANDIDATE ATTORNEY: *(Maximum Points obtainable 10)*

Name of CA:

Evaluation Criteria	Minimum Required	Elimination Factor	Maximum Points obtainable	Points Claimed
Academic Qualifications	Bachelor of laws	Yes	3	
Professional Registration	Registered articles with the legal practice Council.(letter from the LPC)	Yes	2	
Sub-total			5	
Current Employment (curriculum vitae and appointment letter from the director)	Full time employment by the Firm	NO	5	
Sub-Total			5	
Total			10	

NOTES

Note 1: Academic Qualifications

Proof of academic qualifications in the form of certified copies must be attached to all personnel. Foreign qualifications must be accompanied by a certificate from Qualifications Certification Body. Failure to provide this proof of academic qualifications will result in the Personnel being regarded as not having minimum prescribed qualifications and will eliminate the tender from further evaluation.

Minimum requirements for Project Manager

- At least a B Uris/ B Proc/ LLB Law Degree or Masters in law
- At least 1 or more years of experience after admission as attorney.

Note 2: Professional Registration

Both the Lead Partner (Project Manager) and the Professional Assistant/Junior Advocate must be registered with the Legal Practice Council as an admitted attorney, Advocate. Proof of registration thereof should be attached, failing which shall lead to an automatic disqualification.

Note 4: Employment History Involvement in comparable projects)

Attached CV for key personnel must clearly indicate experience and number of years in the field. Proof of employment history must be contained in the Curriculum Vitae (CV) and must include references and contact details. The CV must also show full time (current) employment history. The CV must contain only necessary and relevant information for the purpose of this project (not marital status, hobbies, number of children, etc.).

Proposed methodology & approach			
Evaluation criteria	Elimination factor	Points obtainable	Points claimed
Project scope identification	No	10	
Sound proposal (Understanding the Terms of Reference)	No	10	
Understanding of deliverables as indicated on the scope of work	No	10	
Maximum Points obtainable		30	

The tenderer’s proposal must over and above the TOR’s demonstrate the understanding and ability to implement the project including handling of technical issues, Human Resource and legal issues

Experience of Firm practice and/or comparable Projects (Maximum Points obtainable 20)

Evaluation Criteria	Minimum Required	Elimination Factor	Points Obtainable	Points Claimed
Experience of the firm in handling legal matters in High Court, labour Court, Bargaining Council, CCMA and any other courts (testimonial letter from client)	1 to 3	No	5	
	4 to 7	No	10	
	8 and above	No	20	
Maximum Points obtainable			20	

Guideline to experience on similar or comparable projects

a) Experience in Practice

The Tenderer must attach copies of at least 3 Appointment Letters/ letters of recommendations from other clients. Points claimed without these requested evidence documents will not be considered. Projects below the prescribed minimum will equal zero points.

HARDWARE / SOFTWARE:

(Maximum Points obtainable 5.)

Evaluation Criteria	Minimum Required	Elimination Factor	Maximum Points obtainable	Points Claimed
Hardware Resources	Computers/laptops x2	No	1.5	
	landline	No	1	
Sub-total			2.5	
Software Resources (proof of subscription with Lexis Nexis or legal research software on winded search, case laws, legislations, Journals, and client data protection software or any other software of a similar nature).	Internet - Website	No	1	
	Intranet – Email access	No	1.5	
Sub-Total			2.5	
Total			5	



APPOINTMENT OF A PANEL OF PROFESSIONAL LEGAL SERVICE PROVIDERS ON ORPORATE LEGAL MATTERS FOR A PERIOD OF 36 (THIRTY-SIX) MONTHS FOR DR JS MOROKA LOCAL MUNICIPALITY PROJECT NO: JSM/LEG/SERV-PANEL 01/2025-2028

T2.1 LIST OF RETURNABLE DOCUMENTS

1. Failure to fully complete the **compulsory** returnable documents shall render such a tender offer unresponsive.
2. Tenderers shall note that their signatures appended to each returnable form **represents a declaration that they vouch for the accuracy and correctness of the information provided**, including the information provided by candidates proposed for the specified key positions.
3. Notwithstanding any check or audit conducted by or on behalf of the Employer, the information provided in the returnable documents is accepted in good faith and as justification for entering into a contract with a tenderer. **If subsequently any information is found to be incorrect such discovery shall be taken as wilful misrepresentation by that tenderer to induce the contract.** In such event the Employer has the discretionary right under contract condition 8.4 to terminate the contract.
4. The Tenderer must complete the following returnable Schedules:

Returnable Schedules required for Tender evaluation purposes

COMPULSORY BID DOCUMENTS	
PART-A	INVITATION TO BID
PART-B	TERMS AND CONDITIONS FOR BIDDING
FORM A	COMPULSORY ENTERPRISE QUESTIONNAIRE FOR CONSORTIA OR JOINT VENTURES
FORM B	DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES
FORM C	DECLARATION OF INTEREST
FORM D	AUTHORITY OF SIGNATORY
FORM E	DECLARATION OF GOOD STANDING REGARDING TAX
FORM F	BANK CONFIRMATION LETTER
FORM G	MUNICIPAL UTILITY ACCOUNT
FORM H	PREFERENCE SCHEDULE
FORM I	CERTIFICATE OF INDEPENDENT BID DETERMINATION
FORM J	DECLARATION OF TENDERER'S LITIGATION HISTORY
FORM K	PROOF OF MEMBERSHIP WITH THE LAW SOCIETY/LEGAL PRACTICE COUNCIL
RETURNABLES FOR EVALUATION PURPOSES	
FORM L	TENDERER'S PROJECT STRUCTURE
FORM M	PROPOSED KEY PERSONNEL
FORM N	SCHEDULE OF PREVIOUS EXPERIENCE
FORM O	SCHEDULE OF CURRENT PROJECTS
FORM P	SCHEDULE OF INFRASTRUCTURE AND RESOURCES
FORM Q	SCHEDULE OF PROPOSED SUB CONTRACTORS
FORM R	RECORD OF ADDENDA TO TENDER DOCUMENTS IF ANY

COMPULSORY BID DOCUMENTS

**PART A
INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF MUNICIPALITY/ MUNICIPAL ENTITY)

BID NUMBER:	JSM/LEG/SERV-PANEL01/2025/2028	CLOSING DATE:	13 JUNE 2025	CLOSING TIME:	11H00
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DESCRIPTION	APPOINTMENT OF A PANEL OF PROFESSIONAL LEGAL SERVICE PROVIDERS ON CORPORATE LEGAL MATTERS FOR A PERIOD OF 36 (THIRTY-SIX) MONTHS FOR DR JS MOROKA LOCAL MUNICIPALITY
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THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS

DR JS MOROKA LOCAL MUNICIPALITY

HEAD OFFICE BUILDING

2601/3 BONGIMFUNDO STREET

SIYABUSWA

O472

SUPPLIER INFORMATION

NAME OF BIDDER

POSTAL ADDRESS

STREET ADDRESS

TELEPHONE NUMBER	CODE	NUMBER
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CELLPHONE NUMBER

FACSIMILE NUMBER	CODE	NUMBER
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E-MAIL ADDRESS

VAT REGISTRATION NUMBER

TAX COMPLIANCE STATUS	TCS PIN:	OR	CSD No:
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B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	<input type="checkbox"/> Yes <input type="checkbox"/> No	B-BBEE STATUS LEVEL SWORN AFFIDAVIT	<input type="checkbox"/> Yes <input type="checkbox"/> No
--	---	-------------------------------------	---

[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3]
---	--	--	---

TOTAL NUMBER OF ITEMS OFFERED	TOTAL BID PRICE	R
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SIGNATURE OF BIDDER	DATE
---------------------	------

CAPACITY UNDER WHICH THIS BID IS SIGNED

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO: TECHNICAL INFORMATION MAY BE DIRECTED TO:

DEPARTMENT	SUPPLY CHAIN MANAGEMENT	CONTACT PERSON	MS M MPH AHLELE
CONTACT PERSON	MR A MASILELA	TELEPHONE NUMBER	013 973 1101
TELEPHONE NUMBER	013 973 1101	FACSIMILE NUMBER	N/A
FACSIMILE NUMBER	N/A	E-MAIL ADDRESS	Mphahlelem@moroka.gov.za
E-MAIL ADDRESS	Masilelaa@moroka.gov.za		N/A

**PART B
TERMS AND CONDITIONS FOR BIDDING**

1. BID SUBMISSION:	
1.1.	BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2.	ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED – (NOT TO BE RE-TYPED) OR ONLINE
1.3.	THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
2. TAX COMPLIANCE REQUIREMENTS	
2.1	BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2	BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER’S PROFILE AND TAX STATUS.
2.3	APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.
2.4	FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.
2.5	BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.6	IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.7	WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS	
3.1.	IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? <input type="checkbox"/> YES <input type="checkbox"/> NO
3.2.	DOES THE ENTITY HAVE A BRANCH IN THE RSA? YES <input type="checkbox"/> NO <input type="checkbox"/>
3.3.	DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO
3.4.	DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO
3.5.	IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? <input type="checkbox"/> YES <input type="checkbox"/> 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 A: COMPULSORY ENTERPRISE QUESTIONNAIRE FOR CONSORTIA OR JOINT VENTURES

In the case of a Joint Venture – Form “A” needs to be completed

SPECIAL RESOLUTION OF CONSORTIA OR JOINT VENTURES

RESOLUTION of a meeting of the duly authorised representatives of the following legal entities who have entered into a consortium/joint venture to jointly bid for the project mentioned below: *(legally correct full names and registration numbers, if applicable, of the Enterprises forming a Consortium/Joint Venture)*

1. _____

2. _____

3. _____

4. _____

5. _____

6. _____

7. _____

8. _____

Held at _____ *(place)*

On _____ *(date)*

RESOLVED that:

The above-mentioned Enterprises submit a Bid in Consortium/Joint Venture to the DR JS MOROKA LOCAL MUNICIPALITY in respect of the following project:

Bid / Project Number: _____{insert number}

A. Mr/Mrs/Ms: _____

in *his/her Capacity as: _____(Position in the Enterprise)

and who will sign as follows: _____

be, and is hereby, authorised to sign the Bid, and any and all other documents and/or correspondence in connection with and relating to the Bid, as well as to sign any Contract, and any and all documentation, resulting from the award of the Bid to the Enterprises in Consortium/Joint Venture mentioned above.

- B. The Enterprises constituting the Consortium/Joint Venture, notwithstanding its composition, shall conduct all business under the name and style of: _____
- C. The Enterprises to the Consortium/Joint Venture accept joint and several liability for the due fulfilment of the obligations of the Consortium/Joint Venture deriving from, and in any way connected with, the Contract entered into with the municipality in respect of the project described under item A above.
- D. Any of the Enterprises to the Consortium/Joint Venture intending to terminate the consortium/joint venture agreement, for whatever reason, shall give the Department 30 days written notice of such intention. Notwithstanding such decision to terminate, the Enterprises shall remain jointly and severally liable to the municipality for the due fulfilment of the obligations of the Consortium/Joint Venture as mentioned under item C above.
- E. No Enterprise to the Consortium/Joint Venture shall, without the prior written consent of the other Enterprises to the Consortium/Joint Venture and of the municipality, cede any of its rights or assign any of its obligations under the consortium/joint venture agreement in relation to the Contract with the municipality referred to herein.
- F. The Enterprises choose as the *domicilium citandi et executandi* of the Consortium/Joint Venture for all purposes arising from the consortium/joint venture agreement and the Contract with the municipality in respect of the project under item A above:

Physical address: _____

_____ (code)

Postal Address: _____

_____ (code)

Telephone number: _____ (code)

Fax number: _____ (code)

NO	NAME OF ENTITY	NAME OF REPRESENTATIVE	CAPACITY	SIGNATURE
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				

Note:

1. * Delete which is not applicable
2. **NB.** This resolution must be signed by all the Duly Authorised Representatives of the Legal Entities to the Consortium/Joint Venture submitting this Bid
3. Should the number of Duly Authorised Representatives of the Legal Entities joining forces in this Bid exceed the space available above, additional names and signatures must be supplied on a separate page
4. Resolutions, duly completed and signed, from the separate Enterprises who participate in this Consortium/Joint Venture must be attached to the Special Resolution.

ATTACH THE FOLLOWING DOCUMENTS HERETO

1. **For Closed Corporations**

- CK1 or CK2 as applicable (Founding Statement)
- Copies of the ID's of the Directors

2. **For Companies**

- A copy of the Certificate of Incorporation
- Copies of the ID's of the Directors, and
- the shareholders register

3. **For Joint Venture Agreements**

- Copy of the Joint Venture Agreement between all the parties,
- as well as the documents in (1) or (2) of each Joint Venture member.

4. **For Partnership**

- Copies of the ID's of the partners

5. **One-person Business / Sole trader**

- Copy of ID

6. **Details of Tax Compliance Status from South African Revenue Service**

7. **Duly Signed and dated original or copy of Authority of Signatory on company Letterhead**

8. **B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE (original or a copy issued by an approved body / accredited verification agency as prescribed by the National Treasury and the Department of Trade and Industry) OR Sworn Affidavit**

9. **Central Supplier Database [CSD] Summary**

FORM B: DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES (MBD8)

- 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>The Database of Restricted Suppliers now resides on the National Treasury's website(www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	<p>Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?</p> <p>The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	<p>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?</p>	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 IS 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

FORM C: DECLARATION OF INTEREST

(MBD4)

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

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.

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, trustee, hareholder²):

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:

.....

¹MSCM 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.

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

3.9 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 persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid? **YES / NO**

3.10.1 If yes, furnish particulars:
.....

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

3.11.1 If yes, furnish particulars:
.....

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

3.12.1 If yes, furnish particulars:
.....

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

3.13.1 If yes, furnish particulars:
.....

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

3.14.1 If yes, furnish particulars:
.....

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

FORM D: AUTHORITY OF SIGNATORY

Details of person responsible for tender process:

Name :

Contact number :

Office address :

Signatories for close corporations and companies shall confirm their authority by attaching to this form a **duly signed and dated original copy on the Company Letterhead** of the relevant resolution of their members or their board of directors, as the case may be.

PRO-FORMA FOR COMPANIES AND CLOSE CORPORATIONS:

"By resolution of the board of directors passed on *(date)*

Mr

has been duly authorized to sign all documents in connection with the Tender for Contract Number
..... and any Contract which may arise there from on

behalf of

(BLOCK CAPTIALS)

SIGNED ON BEHALF OF THE COMPANY

IN HIS CAPACITY AS

DATE

FULL NAMES OF SIGNATORY

AS WITNESSES: 1.

2.

PRO-FORMA FOR JOINT VENTURES:

Certificate of Authority for Joint Ventures

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

NAME OF FIRM	ADDRESS	DULY AUTHORISED SIGNATORY
		Signature: Name: Designation:
		Signature: Name: Designation:
		Signature: Name: Designation:
		Signature: Name: Designation:



**ATTACH HERETO THE DULY SIGNED AND DATED ORIGINAL OR A COPY
OF AN AUTHORITY OF SIGNATORY ON COMPANY LETTERHEAD**

FORM E: DECLARATION OF GOOD STANDING REGARDING TAX (MBD 2)**DETAILS OF TAX COMPLIANCE STATUS:**

TAXPAYER NAME	
TRADING NAME	
TAX REFERENCE NUMBER (S)	
VAT	
PIN	
EXPIRY DATE	

TAX CLEARANCE CERTIFICATE REQUIREMENTS

It is a condition of bid that the taxes of the successful bidder must be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the bidder's tax obligations.

1. In order to meet this requirement bidders are required to complete in full the attached form TCC 001 "Application for a Tax Clearance Certificate" and submit it to any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign bidders / individuals who wish to submit bids.
2. SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.
3. The original Tax Clearance Certificate must be submitted together with the bid. Failure to submit the original and valid Tax Clearance Certificate will result in the invalidation of the bid. Certified copies of the Tax Clearance Certificate will not be acceptable.
4. In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate.
5. Copies of the TCC 001 "Application for a Tax Clearance Certificate" form are available from any SARS branch office nationally or on the website www.sars.gov.za.
6. Applications for the Tax Clearance Certificates 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.

FORM F: BANK CONFIRMATION LETTER

DETAILS OF TENDERERS BANKING INFORMATION

Notes to tenderer:

1. The tenderer shall attach to this form a stamped letter from the bank not older than three (3) months confirming the bank account and details. Failure to provide the required letter with the tender submission shall render the tenderer's offer unresponsive.
2. The tenderer's banking details as they appear below shall be completed.
3. In the event that the tenderer is a joint venture enterprise, details of all the members of the joint venture shall be similarly provided and attached to this form.

BANK NAME:									
ACCOUNT NAME: <i>(e.g. ABC Civil Construction cc)</i>									
ACCOUNT TYPE: <i>(e.g. Savings, Cheque etc)</i>									
ACCOUNT NO:									
ADDRESS OF BANK:									
CONTACT PERSON:									
TEL. NO. OF BANK / CONTACT:									
How long has this account been in existence:	<table border="1" style="display: inline-table; border-collapse: collapse;"> <tr> <td style="padding: 2px;">0-6 months</td> <td style="width: 30px; text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td style="padding: 2px;">7-12 months</td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td style="padding: 2px;">13-24 months</td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td style="padding: 2px;">More than 24 months</td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> </table> (Tick which is appropriate)	0-6 months	<input type="checkbox"/>	7-12 months	<input type="checkbox"/>	13-24 months	<input type="checkbox"/>	More than 24 months	<input type="checkbox"/>
0-6 months	<input type="checkbox"/>								
7-12 months	<input type="checkbox"/>								
13-24 months	<input type="checkbox"/>								
More than 24 months	<input type="checkbox"/>								

Name of Tenderer:

Date:

Signature:

Full name of signatory:

**ATTACH HERETO AN ORIGINAL OR A STAMPED COPY OF LETTER
FROM THE BANK TO THIS PAGE NOT OLDER THAN THREE (3) MONTHS**

FORM G: MUNICIPAL UTILITY ACCOUNT

DECLARATION BY THE TENDERER

I the undersigned _____, has been duly

authorized to sign all documents with the Tender for Contract Number _____ on behalf of

_____ hereby make a declaration as follows:

(referred to herein as "the Bidder")

1. I declare that the bidder and /or any of its director(s) / member(s) does not owe the municipality, or any other municipality and/or municipal entity any amount which is in arrears in respect of any municipal rates and taxes or municipal service charges.

2. I understand and accept that in the event that this declaration is proved to be false, the bid shall be rejected forthwith. All other rights of the municipality (including but not limited to the right to claim damages where applicable) shall remain reserved in full.

SIGNED ON BEHALF OF THE COMPANY

IN HIS CAPACITY AS

DATE

FULL NAMES OF SIGNATORY

UTILITY ACCOUNT NUMBER	NAME OF MUNICIPALITY	NAME OF OWNER

ATTACH AN ORIGINAL OR A COPY OF A MUNICIPAL UTILITY ACCOUNT (NOT OLDER THAN ONE (1) MONTHS)

Important: Note the following

- List and attach account(s) registered all in the name(s) of the Director(s) OR the Company on the declaration form attached hereto; or
- Attach a copy lease agreement along with the utility account of the Landlord, whereby the company is leasing the property its operating from.

FORM H: PREFERENCE SCHEDULE (MBD 6.1)

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

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 B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022.

1. GENERAL CONDITIONS

- 1.1 The following preference point systems are applicable to all bids:
- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- 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 preference point system will be applicable to this tender.

1.2 Points for this bid shall be awarded for:

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

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

	POINTS
PRICE	80
B-BBEE AND SPECIFIC GOALS	20
Total points for Price and B-BBEE must not exceed	100

- 1.4 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.
- 1.5 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

2. DEFINITIONS

- (a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) **“EME”** means an Exempted Micro Enterprise in terms of a code of good practice on black

economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;

- (f) **“functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) **“prices”** includes all applicable taxes less all unconditional discounts;
- (h) **“proof of B-BBEE status level of contributor”** means:
 - 1) B-BBEE Status level certificate issued by an authorized body or person;
 - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
 - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (i) **“QSE”** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

3. POINTS AWARDED FOR PRICE

3.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

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

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 the Preferential Procurement Regulations, 2022 preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with Procurement Policy/ IDP Goals based on the table below:

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 Point = 10

(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 sub-contractor.....
- iii) The B-BBEE status level of the sub-contractor.....
- iv) Whether the sub-contractor 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,2022:

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

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-BBEE 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.

WITNESSES

1.

2.

.....
SIGNATURE(S) OF BIDDERS(S)

DATE:

ADDRESS

.....

.....

**ATTACH AN ORIGINAL OR A COPY OF B-BBEE STATUS VERIFICATION
CERTIFICATE OR SWORN AFFIDAVIT**

NOTE THE FOLLOWING IN RESPECT OF B-BBEE CERTIFICATES:

1. Certificates attached hereto should be those issued by approved verification agencies as directed by the National Treasury and the DTI (Department of Trade and Industry)
2. Verification agencies should be approved by SANAS and Accounting Officers and Auditors should be approved in terms of the IRBA (Independent Regulatory Body for Auditors), and as prescribed by the Close Corporations Act for designation as an Accounting Officer
3. Certified copies of the B-BBEE certificate OR Sworn Affidavit should be within the financial year of the issued bid or quotation.

Further information in respect of the above is obtainable from the National treasury and DTI websites and the Preferential Procurement Regulations, 2022

FORM I: CERTIFICATE OF INDEPENDENT BID DETERMINATION (MBD 9)

1. This Municipal Bidding Document (MBD) must form part of all bids¹ invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
 - a. take all reasonable steps to prevent such abuse;
 - b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
 - c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
- 4 This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Municipality / Municipal Entity)

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

I certify, on behalf of: _____ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;

- (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

FORM J: DECLARATION OF TENDERER'S LITIGATION HISTORY

Does the tenderer have any litigation with which tenderer (including its directors, shareholders or other senior members in previous companies) have been involved with any organ of state or state department within the last ten years?

YES	NO
-----	----

If yes, furnish your details in table below.

NB: It is compulsory for all bidders to sign this form

The tenderer shall list below details of any litigation with which the tenderer (including its directors, shareholders or other senior members in previous companies) has been involved with any organ of state or state department within the last ten years. The details must include the year, the litigating parties, the subject matter of the dispute, the value of any award or estimated award if the litigation is current and in whose favour the award, if any, was made.

CLIENT	OTHER LITIGATING PARTY	DISPUTE	AWARD VALUE	DATE RESOLVED

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

FORM K: PROOF OF MEMBERSHIP WITH THE LEGAL PRACTICE COUNCIL

A Proof of membership /registration of the Lead Partner with the Law Society must be attached hereto

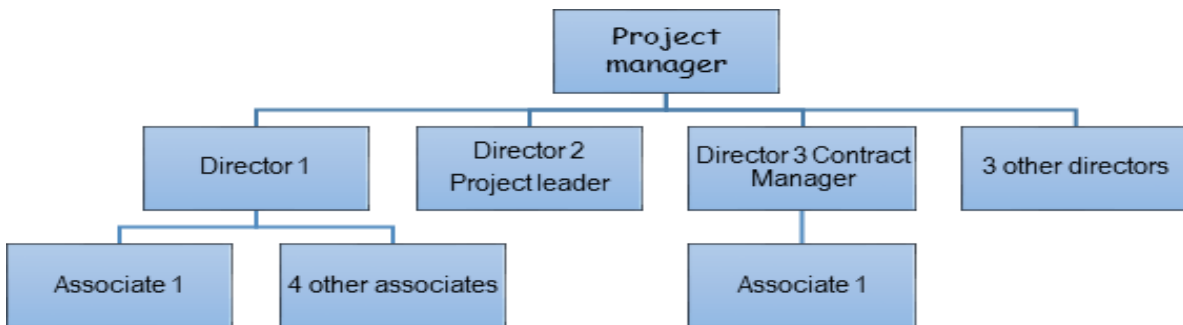
RETURNABLES FOR EVALUATION PURPOSES

FORM L: TENDERER'S PROJECT STRUCTURE

Notes to tenderer:

1. The intention of this form is to demonstrate the tenderer's project structure, as well as the lines of responsibility between members of the project team and between the project team and the overall company structure. The tenderer must attach his own organogram to this form.
2. Tenderers which are large companies may simplify the organogram by 'rolling up' portfolios e.g. combining directors/associates into one box of the organogram. However, the individual positions of the key personnel within the structure must still be shown.
3. Joint Venture tenders will require each element of the venture to submit separate organograms that show the individual structure of each member company and the lines of responsibility of the proposed personnel involved in the project. In addition there must also be a combined organogram that indicates how the joint venture itself will function and the proposed share of the work. Joint Venture tenderers shall note that the share of work indicated will be used in the analysis of such a tenderers preference proposed on returnable form D1, and that if awarded the share of work shall become a contractual obligation between the members of the joint venture.
4. State the city or town where the company's head office is located. The locality of regional or satellite office, regardless of degree of autonomy or size is not required. Only submit the number of offices other than the head office. Do not count offices outside RSA
5. Registered professional engineers, technicians or technologists' means those who are involved in the built industry as well as allied fields such as environmental professionals. Registered professionals of other disciplines (e.g. mechanical) are considered as employees only.

Head Office:	
Other Offices:	
Registered Professionals:	
Total Employees :	
%share in JV agreement	



SIGNED ON BEHALF OF THE TENDERER:.....

ATTACH CV'S OF KEY PERSONNEL TO THIS PAGE

FORM N: SCHEDULE OF PREVIOUS EXPERIENCE

The procedure for the evaluation of responsive Bids will be on the average of the **previous projects** where the firm was involved. Reference of clients **MUST** be provided.

Evaluation of the Tenderer's position in terms of his previous experience. Emphasis will be placed on the following:

- **Experience in the relevant technical field**
- **Experience of contracts of similar size**
- **At least three of the references will be contacted to obtain their input.**

Provide the following information on relevant previous experience (indicate specifically projects of similar or larger size and/or which is similar with regard to type of work. **This information is material to the award of the Contract.**

Description	Value (R) VAT excluded	Period work executed		Reference		
		Appointment Date	Completion Date	Name	Organisation	Tel no

FORM O: SCHEDULE OF CURRENT PROJECTS

Provide the following information on current projects

This information is material to the award of the Contract.

Description	Value (R) VAT excluded	Appointment Date	Expected Completion Date	Reference		
				Name	Organisation	Tel no

3. Vehicles

Provide information on vehicles that you have available for this project.

Description:	Number of units	Registration Number

4. Size of enterprise and current workload

What was your turnover in the previous financial year?

What is the estimated turnover for your current financial year?

FORM Q: SCHEDULE OF PROPOSED SUB-CONSULTANTS IF APPLICABLE

APPOINTMENT OF A PANEL OF PROFESSIONAL LEGAL SERVICE PROVIDERS ON CORPORATE LEGAL MATTERS FOR A PERIOD OF 36 (THIRTY-SIX) MONTHS FOR DR JS MOROKA LOCAL MUNICIPALITY PROJECT NO:LEG/SERV-PANEL 01/2025-2028

THE CONTRACT

THE CONTRACT

Part C1: Agreements and Contract Data

- C1.1 Form of Offer and Acceptance
- C1.2 Contract Data

Part C2: Pricing Data

- C2.1 Pricing Instructions
- C2.2 Bill of quantities

Part C3: Scope of Work

- C3 Scope of Work

Part C4 : Site Information

- C4.1 Site Information

Part C5 : Annexure

- C5.2 Supply Chain Management Policy

**APPOINTMENT OF A PANEL OF PROFESSIONAL LEGAL SERVICE PROVIDERS ON
CORPORATE LEGAL MATTERS FOR A PERIOD OF 36 (THIRTY-SIX) MONTHS FOR DR
JS MOROKA LOCAL MUNICIPALITY PROJECT NO:LEG/SERV-PANEL 01/2025-2028**

AGREEMENTS AND CONTRACT DATA

- Part C1:**
- Agreements and Contract Data**
 - C1.1 Form of Offer and Acceptance
 - C1.2 Contract Data

FORM S.1.1

FORM OF OFFER AND ACCEPTANCE

OFFER

The Employer, identified in the Acceptance signature block, has solicited offers to enter into a contract in respect of the following works:

APPOINTMENT OF A PANEL OF PROFESSIONAL LEGAL SERVICE PROVIDERS ON CORPORATE LEGAL MATTERS FOR A PERIOD OF 36 (THIRTY-SIX) MONTHS FOR DR JS MOROKA LOCAL MUNICIPALITY ON AS AND WHEN REQUIRED BASIS

The Tenderer, identified in the Offer of signature block below, 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 authorised, 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 SUB-TOTAL OF THE PRICES EXCLUSIVE OF VALUE ADDED TAX IS

.....

..... Rand (in words); R (In figures).

THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VALUE ADDED TAX IS

.....

..... Rand (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 _____

For the Tenderer _____

(Name and address of organisation)

Name & Signature
Of Witness _____

Name

signature

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.

The terms of the contract are contained in:

- Part 1 Agreements and Contract Data (which includes this Agreement)
- Part 2 Pricing Data
- Part 3 Scope of Work
- Part 4 Additional Documentation

and drawings and documents or parts thereof, which may be incorporated by reference into Parts 1 to 4 above.

Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto 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 duly 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 of organisation)

Name & Signature
Of Witness

Name

Date

SCHEDULE OF DEVIATIONS

Notes:

1. The extent of deviations from the tender documents issued by the Employer prior to the tender closing date is limited to those permitted in terms of the Conditions of Tender.
2. A Tenderer's covering letter shall not be included in the final contract document. Should any matter in such letter, which constitutes a deviation as aforesaid become the subject of agreements reached during the process of Offer and Acceptance, the outcome of such agreement shall be recorded here.
3. Any other matter arising from the process of offer and acceptance either as a confirmation, clarification or change to the tender documents and which it is agreed by the Parties becomes an obligation of the contract, shall also be recorded here.
4. Any change or addition to the tender documents arising from the above agreements and recorded here, shall also be incorporated into the final draft of the Contract.

1 Subject

Details

2 Subject

Details

3 Subject

Details

4 Subject

Details

5 Subject

Details

6 Subject

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 change 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 TENDERER:

Signatures (s) _____

Name(s) _____

Capacity _____

(Name and address of Organization)

Name & Signature
Of Witness _____ Date _____

FOR THE EMPLOYER

Signatures (s) _____

Name(s) _____

Capacity _____

(Name and address of Organization)

Name & Signature
Of Witness _____ Date _____

CONTRACT DATA

DATA PROVIDED BY THE EMPLOYER

	Data
1	<p>The Name of the Employer is Dr J S Moroka Local Municipality</p> <p>The address of the Employer is: 2601/3 Bongimfundo Street SIYABUSWA 0472</p> <p>Private Bag X4012 Siyabuswa 0472</p> <p>Telephone: 013 973 1101/1390 Facsimile: 013 973 2463/0974</p>
2	The Project is for Dr JS Moroka Local Municipality ; APPOINTMENT OF A PANEL OF PROFESSIONAL LEGAL SERVICE PROVIDERS ON CORPORATE LEGAL MATTERS FOR A PERIOD OF 36 (THIRTY-SIX) MONTHS FOR DR JS MOROKA LOCAL MUNICIPALITY
3	The project shall be for a period of 36 (Thirty- Six) months with effect from the date of appointment of the Service Provider.
4	The Service Provider may not release public or media statements or publish material related to the Services or Project without the written approval of the Employer.
5	The Service provision shall be as per scope on the letter of appointment
6	This project shall be subject to a service level agreement upon appointment.
7	The client shall not be responsible for any overtime worked or overtime payments made to the personnel of the Service Provider.
8	Copyright of document prepared for the project shall be vested with the Dr JS Moroka Local Municipality
9	Settlement of dispute is to be in terms of the Supply Chain Management Policy of the Dr JS Moroka Local Municipality , not excluding the provisions provided for in terms of rules / laws governing dispute resolution and employing services of the courts to remedy any dispute that may arise.

PART 1: DATA PROVIDED BY THE SERVICE PROVIDER

1.	<p>The Service Provider is</p> <p>Address:</p> <p>Telephone:</p> <p>Facsimile:</p>																		
2	<p>The authorised and designated representative of the Service Provider is:</p> <p>Name:</p> <p>The address for receipt of communications is:</p> <p>Telephone:</p> <p>Facsimile:</p> <p>Address:</p>																		
3	<p>The Key Persons and their jobs / functions in relation to the services are:</p> <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 10px;"> <thead> <tr> <th style="width: 10%; text-align: center;">No</th> <th style="width: 50%; text-align: center;">Name</th> <th style="width: 40%; text-align: center;">Specific Duties</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> </tbody> </table>	No	Name	Specific Duties															
No	Name	Specific Duties																	



C.2.1 PRICING INSTRUCTIONS

1. All activities must be invoiced on a monthly basis, based on the completion of the activity but not exceeding the allocated budget that has been priced for that activity.
2. Payment will be based on the completion of activities provided that reasonable progress towards the completion of the activity within the estimated budget is demonstrated.
3. The total price for the activities shall not be exceeded without the prior written approval and agreement of the Client.
4. The Schedule of Activities and the Bills of Quantities comprises items covering the service provider's profit and costs of general liabilities and includes costs of all services.
5. **All rates and amounts must be completed by hand in black ink.**
6. The schedule items covering the service provider's profit or general liabilities and the construction of temporary and permanent risk.
7. The prices and rates to be inserted in the schedule of quantities are to be the full inclusive prices for the work described under several items. The prices shall be exclusive of Value Added Tax (VAT). Such prices shall cover all costs and expenses that may be required in and for the work described, and shall cover the cost of all general risks, liabilities and obligations set forth or implied in the document on which the tender is based.
8. In the event of the tenderer failing to price any item it will be construed that the tenderer has made adequate allowance under other items for all labour, material and costs required, for the exclusion, not only for the quantum of work covered by the unpriced item, but also for any increase in the said quantum which may have to be undertaken during the course of the contract.
9. For the purposes of this Schedule of Activities and Bills of Quantities, the following words shall have the meanings hereby assigned to them:
 - Unit: The unit of measurement for each item of Service provided as defined in the Standardized, Project or Particular Specifications.
 - Quantity (Qty): The number of units of work/service provision for each item.
 - Rate: The payment per unit of work/provision of services at which the Tenderer Tenders to do the work.
 - Amount: The quantity of an item multiplied by the Tendered rate of the (same) item.
 - Sum: An amount Tendered for an item, the extent of which is described in the schedule of activities, the scope of works or elsewhere, but of which the quantity of work is not measured in units.



T 2.2. BILL OF QUANTITIES

BILL OF QUANTITIES / SUMMARY OF TOTAL OFFERED FEES

ITEM	PARTICULARS	RATES					
		MAGISTRATES COURT/CCMA/SAL GBC/DC HEARING			HIGH, SUPREME AND LABOUR COURT		
		Unit					
		Unit	Rate	Amount	Unit	Rate	Amount
1a.	Taking instructions to sue or defend or counterclaim therein.	Once Off		Rate Only			
1b.	Consultation with Officials, Witnesses, Counsel and considering merits etc.	P/hour		Rate Only			Rate Only
2a.	Litigation: Attendance in High Court, Labour Court, Appeal	P/hour					
2b.	Court, where Counsel is appointed.						
	Litigation: Attendance in High Court, Labour Court, Appeal	P/hour		Rate Only			Rate Only
	Court, where Counsel is not appointed.						
3	Litigation: Attendance in Magistrates Court.	P/hour					
4	Litigation: Attendance in Bargaining Council, CCMA or Arbitrations	P/hour		Rate Only			Rate Only
5	Handling Disciplinary Hearings	P/hour					
6	Legal Opinions	P/hour		Rate Only			Rate Only
7	Preparing for Court Cases	P/hour					
8	Perusal of documents	P/hour		Rate Only			Rate Only
9	Drawing up of documents	P/hour					
10	Township opening and registration	P/hour		Rate Only			Rate Only
11	Transfer and registration of immovable	P/hour					
12	Notary and conveyancing	P/hour		Rate Only			Rate Only
13	Drafting of correspondence	P/hour					
14a.	Drafting of Notices.	P/hour		Rate Only			Rate Only
14b.	Drafting of Founding Papers, Pleadings and other Affidavits	P/hour					
15	Drafting and issuing summons, applications and/or motions	P/hour		Rate Only			Rate Only
16	Notice of Bar and other Pre Trial Notices	P/hour					
17	Telephone call attendances	P/hour		Rate Only			Rate Only
18	Travelling costs	P/km		Rate only			Rate only

	TOTAL FEES						
	GRAND TOTAL						
	VAT @ percentage %						
	TOTAL (Including VAT)						

NB: -The grand total must be carried /forwarded to the Form of Offer.

- Any additional service/s and work must be approved prior by the accounting officer.



1. Although the tenderer is at liberty to insert a rate at his own choice for each item in the schedule, his attention is drawn to the fact that the employer has the right, under various circumstances, to payment for additional work carried out and that the latter is obliged to base his assessment and the payment to be paid for such additional work on the rates inserted in the schedule by the tenderer.
2. Tenderer must submit a separate schedule with different rates applicable for attendance of a matter applicable by the Lead partner, Professional Assistant, Candidate Attorney, Advocate and Junior Advocate.
3. The contract price or form of offer shall be adjusted annually for the subsequent year(s) based on the percentage change in the consumer price index (CPI).
4. The adjustment shall be calculated using the following formula:

New price=old price x (New CPI/Old CPI)

Where:

New Price means the adjusted price after applying the CPI adjustment;

Old Price means the original price before the CPI adjustment'

New CPI means the current CPI value; and

Old CPI means the CPI value at the base date (e.g., the date of tender submission or contract award).

**APPOINTMENT OF A PANEL OF PROFESSIONAL LEGAL SERVICE PROVIDERS ON
CORPORATE LEGAL MATTERS FOR A PERIOD OF 36 (THIRTY-SIX) MONTHS FOR DR JS
MOROKA LOCAL MUNICIPALITY ON AS AND WHEN REQUIRED BASIS
PROJECT NO: LEG/SERV-PANEL 01/2025-2028**

SCOPE OF WORK

SCOPE OF WORK

Dr J S Moroka Local Municipality's Legal Department is responsible for providing objective, value adding and innovative legal advisory services to Dr J S Moroka Local Municipality. The Department ensures that Dr JS Moroka Local Municipality's legal risks are managed adequately to reduce its exposure to litigation. To this end, Dr J S Moroka Local Municipality seeks to establish a panel of registered professional legal service providers from whom assistance will be sought as and when the need for independent legal advice and representation arises. Therefore, Dr J S Moroka Local Municipality invites applications from qualified registered legal professional service providers to render external independent legal advice and representation on one or more of the following areas of experience and expertise: -

1 GENERAL LITIGATION AND DISPUTE RESOLUTION

This includes but is not limited to previous experience and expertise in the Magistrate's Court, High Court and Arbitration Forums for general civil, construction and commercial litigation, dispute resolution, third party and personal injury law.

2 EMPLOYMENT AND LABOUR LAW

This includes but is not limited to drafting and vetting of and advising on various labour related documents, legislation and policies. Service providers must also indicate experience on any dispute resolution, including representation at various dispute resolution forums in industrial relations matters including but not limited to DC Hearings, CCMA, SALGBC and Labour Court.

3 PROPERTY LAW/CONVEYANCING AND NOTARY SERVICES

This includes but is not limited to drafting and vetting of agreements relating to land acquisition, expropriation, registration of servitudes and registration of transfer of immovable properties and related advice on Planning law, SPLUMA, Land Invasion and other issues incidental thereto.

4 ADMINISTRATIVE LAW

This includes the provision of opinions and advisory services in respect of regulatory and compliance matters relating to, but not limited to, MFMA, FICA, PAJA, POPI, PAIA and other Procurement related legislation and/or regulations.

5 CONSTRUCTION LAW

This includes, but is not limited to drafting and vetting of and advising on various construction and engineering related documents and representation in various forums on matters of construction and engineering services.

6 WATER LAW

This includes drafting of opinions, directives and contracts relating to aspects of water law and representing the municipality in Litigation arising out of water issues.

7 ENVIRONMENTAL LAW

This includes drafting of environmental related opinions, support in compliance and enforcement actions from the regulator and the provision of advisory services on environmental related legislation.

8 CONTRACT LAW

This includes, but is not limited to drafting and vetting of various agreements, opinions and contract management processes.

9 PROCUREMENT LAW

Service providers with previous experience in procurement related matters including provision of opinions and advisory services on procurement related legislation.

10 ADVISORY, GOVERNANCE, COMPLIANCE AND REGULATORY

This includes the provision of opinions and advisory services in respect of corporate governance matters relating, but not limited to King Reports, Companies Act and Municipal Systems Act, Municipal Finance Management Act and other legislative prescripts.

11 GENERAL AND INVESTIGATIONS

This shall include investigation of any allegations of misconduct including fraud and corruption, wasteful, irregular, unauthorized and fruitless expenditure, etc.

12 DEBT COLLECTION

This shall include collections of monies owed to the municipality for more than 90 days .

MBD 5

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

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

1 Are you by law required to prepare annual financial statements for auditing? **NO** ***YES /**

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

.....
.....

2 Do you have any outstanding undisputed commitments for municipal services towards any municipality for more than three months or any other service provider in respect of which payment is overdue for more than 30 days? **NO** ***YES /**

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

2.2 If yes, provide particulars.

.....
.....
.....
.....

* Delete if not applicable

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

***YES / NO**

3.1 If yes, furnish particulars

.....
.....

4. Will any portion of goods or services be sourced from outside

***YES / NO**
the Republic, and, if so, what portion and whether any portion of payment from the municipality / municipal entity is expected to be transferred out of the Republic?

4.1 If yes, furnish particulars

.....
.....

CERTIFICATION

I, THE UNDERSIGNED (NAME)

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

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

Signature

Date

Position

Name of Bidder.....

CONTRACT FORM - RENDERING OF SERVICES

THIS FORM MUST BE FILLED BY THE SERVICE PROVIDER (PART 1).

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 / proposals specifications stipulated in Bid Number..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the service provider 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;
 - Pricing schedule(s);
 - Filled in task directive/proposal;
 - Preference claims for Broad Based Black Economic Empowerment Contribution in terms of the Preferential Procurement Regulations 2022;
 - 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)
- 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 fulfillment 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:	

