

## BID NOTICE AND INVITATION TO BID FOR ENDUMENI MUNICIPALITY



### **BID NOTICE**

#### **BID NO: B18/2021-22: PROPOSALS FROM INTERESTED ATTORNEYS TO BE APPOINTED IN THE PANEL OF ATTORNEYS AT ENDUMENI LOCAL MUNICIPALITY FOR 36 MONTHS**

NO.	CONTRACT NAME	BID NO.
1	PROPOSALS FROM INTERESTED ATTORNEYS TO BE APPOINTED IN THE PANEL OF ATTORNEYS AT ENDUMENI LOCAL MUNICIPALITY FOR 36 MONTHS	B18/2021-22

### **DOCUMENTATION**

Bid Documents will be available from Endumeni Municipality upon a cash payment of a non-refundable fee of R500 or deposited to FNB ACCno.62025460651. Documents can also be downloaded free of charge on [www.etenders.gov.za](http://www.etenders.gov.za) or [www.endumeni.gov.za](http://www.endumeni.gov.za). NB Documents must be binded, unbinded documents will not be accepted

### **NOTES TO PROSPECTIVE BIDDERS:**

- Endumeni Local Municipality Supply Chain Management Policy will apply.
- Failure to complete all bid forms, data sheets and submit all supplementary information will lead to the bidder being considered non-responsive and therefore not considered for the award of the contract.
- All bids submitted should remain valid for 90 days after the bid closing date.
- The Endumeni Local Municipality is not bound to accept the lowest or any bidder.
- All Bidders must ensure that the following documents are attached to their Bid:
  - ✓ Valid Tax Clearance Certificate with TAX Pin
  - ✓ Company registration documents
  - ✓ Certified copy of Director(s) Identity documents not older than 3 months
  - ✓ Central Database Report (CSD)
  - ✓ Statement of municipal rates not older than 3 months/ Lease agreement/ Proof of address for those living in rural areas
  - ✓ Certified copy of B-BBEE certificate (Sanas Approved) or B-BBEE affidavit
  - ✓ Letter of good standing from the department of labour
  - ✓ Professional Indemnity fund insurance, covering a minimum of R10 million
  - ✓ Fidelity fund certificate

### **BID CLOSING DATE**

Completed bids in sealed envelopes clearly marked **BID NO: B18/2021-22 PROPOSALS FROM INTERESTED ATTORNEYS TO BE APPOINTED IN THE PANEL OF ATTORNEYS AT ENDUMENI LOCAL MUNICIPALITY FOR 36 MONTHS** must be placed in the bid box at the Endumeni Local Municipality offices, 64 Victoria Street, Dundee, on or before **14:00 on Tuesday 19 July 2022** when bids will be opened in public shortly afterwards.

Bids may only be submitted on the bid documentation issued. Retyping of the bid document or any part thereof is not permitted. Late, incomplete, electronic, telegraphic, telexed, faxed bids will not be considered.

### **BID ENQUIRES**

Bid enquires should be directed to Supply Chain Management Office Mr C Nkosi or Mr B.C Sibiya as follows: 034 – 212 2121

  
Mr. L.S. Hlongwane  
Acting Municipal Manager

Notice No:74/2022

**ENDUMENI MUNICIPALITY**



**OFFICE OF THE MUNICIPAL MANAGER**

**LEGAL SERVICES**

**BID NO.: B18/2021-22**

**BID DOCUMENT AND TERMS OF REFERENCE**

**PROPOSALS FROM INTERESTED ATTORNEYS TO BE APPOINTED IN THE  
PANEL OF ATTORNEYS AT ENDUMENI LOCAL MUNICIPALITY FOR 36 MONTHS**

**CLOSING DATE OF BID: 19 JULY 2022**

**NAME OF THE BIDDER .....**

**ADDRESS .....**

.....

.....

**TELEPHONE NUMBER .....**

**FAX NUMBER .....**

**E-MAIL ADDRESS .....**

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## **ENDUMENI MUNICIPALITY**

### **RESPONSIVENESS AND EVALUATION CRITERIA**

#### **1. RESPONSIVENESS CRITERIA (Phase 1)**

**The Endumeni Municipality will not consider any Bid unless it meets the following responsiveness criteria:**

The Bid must be properly received in a sealed envelope clearly indicating the description of the service/goods/works to be supplied and the Bid number for which the Bid is submitted.

The Bid must be deposited in the relevant Bid box as indicated on the notice of the Bids invitation on or before the closing date and time of the Bid.

The status pin page for verification and CSD registration number must be submitted with the Bid on or before the closing time and date of the Bid.

Bid forms must be completed in full, only black ink to be used and no correctional fluid to be used.

The bid must comply with the requirements of the Bid specifications.

The bid must adhere to Pricing Instructions where the pricing schedule should be completed correctly and ensure that it is signed and dated.

The bidder must have financial ability and capacity to execute the contract.

The bid must comply in full and observe the Returnable requirements of the Bid Document.

- **Certified Company registration certificate**
- **Valid tax clearance with SARS pin code**
- **Certified ID copies of members /directors not older than 3 months**
- **Original or certified BBBEE Sanas Approved Certificate/Sworn Affidavit**
- **Copy of Central Suppliers Database Registration**
- **Letter of good standing from the Department of Labour**
- **Professional Indemnity Fund Insurance, covering a minimum of R10 million.**
- **Fidelity fund certificate**

Failure to comply with Phase 1, shall lead to disqualification of bids.

#### **2. EVALUATION OF BIDS (Phase 2)**

All Bids received shall be evaluated in terms of the Supply Chain Management Regulations, Endumeni Municipality's Supply Chain Management Policy, the Preferential Procurement Policy Framework Act, and other applicable legislations.

The Council reserves the right to accept some, or none of the Bids submitted – either wholly or in part – and it is not obliged to accept the lowest Bid.

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

## PLEASE NOTE

1. **The Municipality will cancel a contract awarded to a person if:**
  - a) The person committed a corrupt or fraudulent act during the procurement process or in the execution of the contract, or
  - b) An official or other role player committed any corrupt or fraudulent act during the procurement process or in the execution of the contract that benefited that person.
2. **The Municipality will reject the Bid or quote of any person if that person or any of its directors has:**
  - a) Failed to pay municipal rates and taxes or municipal service charges and such rates, taxes and charges are in arrears for more than three months;
  - b) Failed, during the last five years, to perform satisfactorily on a previous contract with The Endumeni Municipality or any other organ of State after written notice was given to that Bidder that performance was unsatisfactory;
  - c) Abused the supply chain management system of the Municipality or have committed any improper conduct in relation to this system;
  - d) Been convicted of fraud or corruption during the past five years;
  - e) Wilfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
  - f) Been listed in the Register for Bid Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No. 12 of 2004) or has been listed on National Treasury's database as a person prohibited from doing business with public sector.

## **ANNEXURE A**

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## BID NOTICE / INVITATION TO BID

**Bid Number: B18/2021-22**

Bids are hereby invited for **Proposals from interested Attorneys to be appointed in the panel of Attorneys at Endumeni Local Municipality for 36 months**, subject to Council's Supply Chain Management Policy.

Bidders should submit fidelity fund certificates, B-BBEE Certificate and Tax clearance etc. as per the requirements of this bid.

Bid documents will be available from the office of the Supply Chain Management Office, Room 12, 64 Victoria Street, Dundee, 3000 during office hours between 07h30 to 15h30 as from 17 JUNE 2022

Bid Documents will be available from Endumeni Municipality upon a cash payment of a non-refundable fee of R500 or deposited to FNB ACCno.62025460651. Documents can also be downloaded free of charge on [www.etenders.gov.za](http://www.etenders.gov.za) or [www.endumeni.gov.za](http://www.endumeni.gov.za). NB Documents must be binded, unbinded documents will not be accepted

**Technical enquiries:** Adv. T. P. Qwabe **Telephone No.:** 034 2122121 / 076 962 8235

Bids will be adjudicated in terms of the Preferential Procurement Regulations, 2017 pertaining to Preferential Procurement Policy Framework Act, 5/2000 and other applicable legislations and will be based on 80/20 points system. Preference points will be awarded to service providers using their B-BBEE status level of contribution. The bids will remain valid for 90 days. The Council reserves the right to some or none of the bids submitted, either wholly or in part and it is not obliged to accept the lowest bid.

Completed bid documents complying with the conditions of bid must be sealed and endorsed "**Bid Number: B18/2021-22 - Request for Proposals from interested Attorneys to be appointed in the panel of Attorneys at Endumeni Municipality for 36 months**" bearing the name and address of the bidder at the back of the envelope to be deposited in the official bid box provided in the foyer of Endumeni Municipality - Civic Centre, 64 Victoria Street, Dundee by no later than **14:00 on 19 JULY 2022** where bids will be opened in public.

**Notice No: 74/2022**

**Mr. L S Hlongwane**  
**Acting Municipal Manager**  
**Endumeni Municipality**  
**64 Victoria Street**  
**Private Bag X 2024**  
**Dundee,**  
**3000**

## **ANNEXURE B**

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# **GENERAL CONDITIONS OF CONTRACT**

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## 1. Definitions

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

- 1.15 “Goods” means Professional services rendered by the Supplier.
- 1.16 “Municipality” Endumeni Municipality
- 1.17 “Order” means an official written instruction issued for the supply of goods or the rendering of a service.
- 1.18 “Purchaser” means. Endumeni Municipality
- 1.19 “Republic” means the Republic of South Africa.
- 1.20 “SCC” means the Special Conditions of Contract.
- 1.21 “Services” means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as commissioning, provision of technical assistance, training, and other such obligations of the supplier covered under the contract.
- 1.22 “Supplier” means the successful bidder who is awarded the contract to maintain and administer the required and specified service(s) to Endumeni Municipality.
- 1.23 “Tort” means in breach of contract.
- 1.24 “Turnkey” means a procurement process where one service provider assumes total responsibility for all aspects of the project and delivers the full end product / service required by the contract.
- 1.25 “Written” or “in writing” means hand-written in ink or any form of electronic or mechanical writing.

## **2. Application**

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

## **3. General**

- 3.1 The purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. A nonrefundable fee for documents shall be charged.
- 3.2 Invitations to bid shall be published in National and locally distributed news media and on the municipal website.

## **4. Standards**

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

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

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

## **6. Patent Rights**

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

## **7. Delivery and documents**

- 7.1 Delivery of the documents shall be made by the supplier in accordance with the terms specified in the contract.

## **8. Insurance**

- 8.1 The bidder shall hold a valid Fidelity Fund Certificate (third party insurance) for the duration of the contract, the Municipality may require prove of renewal at any time during the subsistence of the contract.

## **9. Travelling**

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

## **10. Incidental Services**

- 10.1 The supplier may be required to provide any other incidental services to the one described in the contract, this shall be in writing and agreed between the parties.

- 10.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods and shall not exceed the prevailing rates prescribed by the governing professional body.

## **11. Payment**

- 11.1 The method and conditions of payment to be made to the supplier under this contract shall be specified.
- 11.2 The supplier shall furnish the purchaser with an invoice upon fulfillment of other obligations stipulated in the contract.
- 11.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 11.4 Payment will be made in Rand unless otherwise stipulated.

## **12. Prices**

- 12.1 Prices charged by the supplier for services performed under the contract shall not vary from the prices quoted by the supplier in his bid, apart from any price adjustments authorized or as the case may be.

## **13. Variation orders**

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

## **14. Assignment**

- 14.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.

## **15. Delays in the supplier's performance**

- 15.1 Delivery of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract or dependent on the finalisation of each matter.
- 15.2 If at any time during performance of the contract, the supplier should encounter conditions impeding timely delivery of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s)
- 15.3 As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 15.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of

supply is not situated at or near the place where the services are required, or the supplier's services are not readily available.

- 15.5 Except as provided under GCC Clause 19, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 16, unless an extension of time is agreed upon pursuant to GCC Clause 22.2 without the application of penalties.
- 15.6 Upon any delay beyond the delivery period in the case of the services, the purchaser shall, without cancelling the contract, be entitled to procure similar services in substitution of the services not supplied in conformity with the contract, or to cancel the contract and procure such services as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

## **16. Penalties**

- 16.1 Subject to GCC Clause 19, if the supplier fails to deliver any of the services or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 17.

## **17. Termination for default**

- 17.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
- (a) if the supplier fails to deliver any of the services within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 15;
  - (b) if the supplier fails to perform any other obligation(s) under the contract; or
  - (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 17.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner, as it deems appropriate, services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar services. However, the supplier shall continue performance of the contract to the extent not terminated.
- 17.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the government for a period not exceeding 10 years.
- 17.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the supplier as having no objection and proceed with the restriction.

- 17.5 Any restriction imposed on any person by the purchaser will, at the discretion of the purchaser, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the purchaser actively associated.
- 17.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
- (i) the name and address of the supplier and / or person restricted by the purchaser;
  - (ii) the date of commencement of the restriction
  - (iii) the period of restriction; and
  - (iv) the reasons for the restriction.

These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.

- 17.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Bid Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website

## **18. Antidumping and countervailing duties and rights**

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

## **19. Force Majeure**

- 19.1 Notwithstanding the provisions of GCC Clauses 16 and 17, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

- 19.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

## **20. Termination for insolvency**

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

## **21. Settlement of Disputes**

- 21.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 21.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 21.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 21.4 Notwithstanding any reference to mediation and/or court proceedings herein,
- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
  - (b) the purchaser shall pay the supplier any monies due the supplier for goods delivered and / or services rendered according to the prescripts of the contract.

## **22. Limitation of Liability**

- 22.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;
- (a) the supplier shall not be liable to the purchaser, whether in contract or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and
  - (b) the aggregate liability of the supplier to the purchaser, whether under the contractor otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

## **23. Governing language**

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



## **24. Applicable law**

- 24.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified.

## **25. Notices**

- 25.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice.
- 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

## **26. Taxes and duties**

- 26.1 The supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted services to the purchaser.
- 26.2 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid SARS must have certified that the tax matters of the preferred bidder are in order.
- 26.3 No contract shall be concluded with any bidder whose municipal rates and taxes and municipal services charges are in arrears.

## **27. Transfer of contracts**

- 27.1 The contractor shall not abandon, transfer, cede assign or sublet a contract or part thereof.

## **28. Amendment of contracts**

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

## **29. Prohibition of restrictive practices**

- 29.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder(s) is/are or a contractor(s) was/were involved in collusive bidding.
- 29.2 If a bidder(s) or contractor(s) based on reasonable grounds or evidence obtained by the purchaser has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in section 59 of the Competition Act No 89 Of 1998. 35.3 If a bidder(s) or contractor(s) has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the

contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.

## **ANNEXURE C**

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**ENDUMENI MUNICIPALITY**  
**SPECIAL CONDITIONS OF CONTRACT**

1. I/We hereby bid to supply all or any of the supplies and/or to render all or any of the services described in the attached documents to the Endumeni Municipality on the terms and conditions and be in accordance with the specifications stipulated in the bid documents (and which shall be taken as part of and be incorporated into this bid) at the prices and on the terms regarding time for delivery and/or execution inserted therein.
2. I/we agree that:
  - (a) the offer herein shall remain binding upon me and open for acceptance by the Endumeni Municipality during the validity period indicated and calculated from the closing time of the bid;
  - (b) this bid and its acceptance shall be subject to Supply Chain Management Regulations, the Municipal Finance Management Act, No 56 of 2003, the Endumeni Municipality Supply Chain Management Policy and the General and Special Conditions of Contract, with which I/we are fully acquainted;
  - (c) if I/we withdraw my bid within the period for which I/we have agreed that the bid shall remain open for acceptance, or fail to fulfill the contract when called upon to do so, the Municipality may, without prejudice to its other rights, agree to the withdrawal of my bid or cancel the contract that may have been entered into between the Municipality and myself. I/we will then pay to the Municipality any additional expenses incurred by the Municipality having either to accept any less favorable bid or, if fresh bids have to be invited, the additional expenditure incurred by the invitation of fresh bids and by the subsequent acceptance of any less favorable bid. The Municipality shall have the right to recover such additional expenditure by set-off against monies which may be due to me under this or any other bid or contract or against any guarantee or deposit that may have been furnished by me or on my behalf for the due fulfillment of this or any other bid or contract and pending the ascertainment of the amount of such additional expenditure to retain such monies, guarantee or deposit as security for any loss the Municipality may sustain by reason of my default;
  - (d) if my bid is accepted, the acceptance may be communicated to me by registered post, and that the South African Post Office Limited shall be treated as delivery agent to me;
  - (e) the law of the Republic of South Africa shall govern the contract created by the acceptance of my bid and I choose domicilium citandi et executandi in the Republic at (full physical address):  
.....  
.....
3. I/we furthermore confirm that I/we have satisfied myself/ourselves as to the correctness and validity of the bid: that the price(s), rate(s) and preference quoted cover all of the work/item(s) and my obligations under a resulting contract, and I accept that any mistakes regarding the price(s) and calculations will be at my risk.
4. I/we hereby accept full responsibility for the proper execution and fulfillment of all obligations and conditions devolving on me under this agreement, as the Principal(s) liable for the due fulfillment of this contract.
5. I/we agree that any action arising from this contract may in all respects be instituted against me and I/we hereby undertake to satisfy fully any sentence or judgment which may be pronounced against me as a result of such action.
6. Are you duly authorized to sign the bid?\* ☐ YES ☐ NO

7. I/we confirm that I/we have declared all and any interest that I or any persons related to my business has with regard to this bid or any related bids by completion of the Declaration of Interest Section.
8. Has the Declaration of Interest been duly completed and included with the bid forms?\*

☐ YES

☐ NO

\* Delete whichever is not applicable

**9. CERTIFICATION OF CORRECTNESS OF INFORMATION SUPPLIED IN THIS DOCUMENT**

I/we, THE UNDERSIGNED, WHO WARRANT THAT I AM DULY AUTHORIZED TO DO SO ON BEHALF OF THE BIDDER, CERTIFY THAT THE INFORMATION SUPPLIED IN TERMS OF THIS DOCUMENT IS CORRECT AND TRUE, THAT THE SIGNATORY TO THIS DOCUMENT IS DULY AUTHORIZED AND ACKNOWLEDGE THAT:

- (1) The bidder will furnish documentary proof regarding any bidding issue to the satisfaction of the Municipality, if requested to do so.
- (2) If the information supplied is found to be incorrect and/or false then the Municipality, in addition to any remedies it may have, may:-
  - a) Recover from the contractor all costs, losses or damages incurred or sustained by the Municipality as a result of the award of the contract, and/or
  - b) Cancel the contract and claim any damages which the Municipality may suffer by having to make less favorable arrangements after such cancellation.

**BIDDER`S NAME** : \_\_\_\_\_

**BIDDER`S REPRESENTATIVE** : \_\_\_\_\_

**SIGNATURE** : \_\_\_\_\_

**DATE** : \_\_\_\_\_

**WITNESSES**

1. **Name** : \_\_\_\_\_

**Signature** : \_\_\_\_\_

**Date** : \_\_\_\_\_

2. **Name** : \_\_\_\_\_

**Signature** : \_\_\_\_\_

**Date** : \_\_\_\_\_

**10. AUTHORITY TO SIGN THE BID**

**SIGNED ON THIS..... DAY OF..... 20.....**

**AT.....**

**SIGNATURE OF BIDDER OR DULY NAME OR AUTHORIZED REPRESENTATIVE  
(IN BLOCK LETTERS)**

**ON BEHALF OF (BIDDER'S NAME).....**

**CAPACITY OF SIGNATORY.....**

**NAME OF CONTACT PERSON (IN BLOCK LETTERS, PLEASE)**

.....

**POSTAL ADDRESS .....**

.....

**TELEPHONE NUMBER** .....

**FAX NUMBER** .....

**CELLULAR PHONE NUMBER** .....

**E-MAIL ADDRESS** .....

## **ENDUMENI MUNICIPALITY**

### **CONTINUATION OF SPECIAL CONDITIONS OF CONTRACT**

#### **RULES IN RESPECT OF BID DOCUMENTS**

'Council'	shall mean the Endumeni Municipality
'Committee'	shall mean the Bid Committee whose responsibility is to consider bids and advise Municipal Manager on acceptance or otherwise.
'Municipal Manager'	shall mean the Municipal Manager of the Local Council of Endumeni or such person appointed by Council to act in that capacity.
'Head of Department'	shall mean the head of the Council department concerned with the particular bid or such person appointed by Council to act in that capacity.

**All bidders are hereby advised that in the event that the bid is accepted by the Council all conditions and stipulations set out on this bid and in all forms, schedule and/or annexure hereto, will be the contract between the Bidder and the Municipality.**

1. Bidders must acquaint themselves fully on the Rules, General Conditions and Special Conditions of bid documents.
2. Failure on the part of the Bidder to sign this bid form and thus to acknowledge and accept the conditions in writing or to complete the attached forms, questionnaires and specifications and proposals in all respects, may in the sole discretion of the Municipality invalidate the bid.
3. Failure to sign the MBD1 Form will invalidate the bid, provided that it is the only acceptable bid received, Council may recommend it be considered as an offer after signature by the bidder.
4. Bidders shall ensure that they have been provided with all the documents. Bidders must advise the Department concerned immediately if there is any duplication or obscure typing or if there is any doubt as to the meaning of any words, clause, sentence, paragraph, drawing or any other particulars and have the matter rectified, otherwise it will be assumed correct and no liabilities whatsoever will be admitted in respect of errors in the bid due to the foregoing.
5. Bidders shall quote delivery periods for the products specified and shall supply all the information called for on the attached data schedules.
6. Bid prices shall include VAT and it shall be accepted that VAT is included in the bid price should this not be specified. Bid prices that do not include VAT shall not be considered.
7. **GUARANTEE**  
Where applicable, Bidders shall provide at the time of bidding, details of the guarantee given with the products offered together with the period for which the guarantee is effective from date of delivery.
8. **No bid will be accepted unless made out on the forms provided.**
9. A signed copy of these conditions and specifications must accompany the bid.
10. No bid will be accepted unless made out on the forms provided.

11. No telegraphic or fax or e-mailed bids will be accepted.
12. Bids received after 14:00 on the closing date of this bid will not be accepted.
13. After the bids have been opened, a bid may not be withdrawn by the person or firm submitting it except with the concurrence of the Council.
14. Council reserves the right to accept all or a portion only of any bid.
15. Should there be any difference between the prices or particulars contained in the official Form of bid and those contained in the covering letter from the bidder the prices and particulars contained in the official form of bid, in all circumstances, prevail.
16. If any of the conditions on this bid form are in conflict with any special conditions, stipulations or provisions incorporated in the bid, such special conditions, stipulations or provisions shall apply.
17. Bids must be submitted in sealed envelopes.
18. The bid number and title of the bid must appear on the front of the sealed envelope in which the bid is submitted.
19. The Municipality shall not be obliged to accept the lowest or any bid. It is important that only Bidders with the necessary experience, qualifications and technical ability to carry out the requirements of this bid submit bids in regard hereto. The Municipality will consider all prices and submissions made by the bidders. Should the Municipality require that a specific price and/or submission be reconsidered, it reserves the right to do so, subject to the Municipality requesting all Bidders to submit such a request or revision of the Bid Proposal.
20. The bidder undertakes that it will make itself and its members, officials and employees and agents aware of the appropriate legislation, regulations and by-laws of the Municipality that might have implications on the Bidder's activities in terms hereof.
21. Neither the Municipality nor any official of the Municipality will be held responsible for loss of a potential opportunity to bid due to the failure of the Bidder complying with any of the requirements of this bid.
22. The covering letter or other matter submitted with the official bid document may explain, amplify or illustrate, but not replace any part of the official bid document or the information furnished therein.
23. All data/information supplied by the Municipality will be received by the Bidder at his/her risk. It will be the responsibility of the Bidder to check and verify the accuracy of the data/information supplied by the Municipality. The Municipality will not be held responsible for any inaccurate or incomplete data/information.

#### 24. PAYMENT OF MUNICIPAL SERVICES

Proof must be produced, together with the bidding documents that the entity is not indebted to the Municipality or Municipal area in which they are staying, for a period of more than 30 days for services rendered / rate payable. Bidders residing on farms with no municipal services should submit a letter from their Induna / owner stating the above.

#### 25. INVITATION TO BID



Bids shall be invited by the Municipality in terms of the Supply Chain Management Policy of the Endumeni Municipality.

## 26. SUBMISSION OF BIDS

The completed bid documents are to be placed in a sealed envelope and externally endorsed “**Bid no: B18/2021-22 Proposals from interested Attorneys to be appointed in the panel of Attorneys at Endumeni Local Municipality for 36 Months**” and bearing name, address and bidder’s contact details at the back of the envelope and should be placed in the bid box provided at the Municipal Civic Centre in 64 Victoria Street (Dundee) by no later than 14h00 on **19 JULY 2022**

The proof of payment for the bid document must be attached to Municipal Bidding Documents when submitting the offer. The period advertised for the receipt of bids shall be as stated in the notice calling for bids and shall expire at 14:00 on the date stated in the invitation to bid.

**No bids found in any other box or elsewhere subsequent to the closing date and time bid will be considered.**

## 27. OPENING OF BIDS

Immediately after 14:00 on the date advertised for the receipt of bids, or as soon thereafter as possible, the bids duly received shall be opened in public by an officer designated by the Municipality and the name of each bidder shall be read out to the public in attendance.

As each bid is opened, it shall be authenticated by the supervising officer by stamping with Council's stamp and by the supervising officer's signature, witnessed by an assistant who must be an officer of Council. Each document and any annexure thereto will be stamped, signed and witnessed as described and the date of opening recorded on each document or annexure.

All bids received and endorsed in accordance with the above paragraph shall, at the conclusion of the opening procedure, be recorded in a bid register to be kept by an official designated by the Municipality and such register shall be stamped, signed and witnessed as aforesaid.

## 28. ACCEPTANCE OF BIDS

After the opening of bids, the official designated by the Municipality shall be dealt with in terms of Municipal Supply Chain Management Policy.

## 29. BID DOCUMENTS

- a. Where applicable all bid documents and drawings are to be returned at the time of bidding except that where an additional copy of the Schedule of Quantities is provided, a copy may be retained by the bid for his records.  
The original Schedule of Quantities must be forwarded to the Endumeni Municipality
- b. After awarding the bid, no documents will be returned to any unsuccessful bidder, but will be retained by the Municipality
- c. All bid documents must be completed in ink and should any alteration, omission, erasure or addition be made, it will not be recognised unless authenticated with the initials of the bidder and those of the witnesses of his signature. Bidders may, however, qualify their bid by a letter accompanying the bid documents.

- i. Any irregularity, incompleteness or obscurity in a bid renders it liable for rejection.
- ii. Failure to sign the bid document will invalidate the bid, provided that if it is the only acceptable bid received, the Municipality may recommend that it be considered as an offer after signature by the bidder.
- iii. Bidders shall check that they have been provided with all the documents and drawings. Bidders must advise the Municipality immediately if there is any duplication or obscure typing or if there is any doubt as to the meaning of any words, clause, sentence, paragraph, drawing or any other particulars and have the matter rectified, otherwise it will be taken for granted that there are no doubts or errors, and no liabilities whatsoever will be admitted in respect of errors in the bid due to the foregoing.
- iv. The use of correcting fluid is prohibited.

### 30. DEPOSITS

- a. A sum as stated in the invitation to bid being a deposit for the supply of the bid documents. The bidder must obtain a receipt for the deposit amount from the office of the Chief Financial Officer prior to receiving the bid documents.
- b. A deposit in the sum stated in the bid documents is non-refundable.

### 31. TELEGRAPHIC/FAXED/POSTED/E-MAILED BIDS

No telegraphic or faxed or posted or e-mailed bids will be accepted.

### 32. LATE BIDS

- a. Any bid received after the closing date and time advertised for the receipt of bids shall not be considered.

### 33. COMMUNICATION PROHIBITED

- a. Except where clarification of a bid is necessary or whenever it is necessary to approach a bidder for an extension of the binding period of a bid, no communication, without written authority of the Council, shall take place between the bidder and any member or officer of Council on a question affecting any matter which is the subject of a bid between the closing date and time of a bid and the acceptance by Council of the bid. When clarification is required or an extension of time, this may be requested by a Council Officer on the authority of his Head of Department.
- b. In no case shall bids be returned or referred to bidders for amendment or completion in any respect without the written authority of the Council.

### 34. COUNCIL NOT OBLIGED TO ACCEPT ANY BID

Council does not bind itself to accept the lowest or any bid and where the bid documents allow for such cases, reserves the right to accept a portion only of any bid. Council will not compensate the bidder in the preparation and submission of his bid. Council reserves the right to purchase goods outside this contract if and when the need arise

### 35. DEVIATION FROM CONTRACT

Council reserves the right to deviate or procure goods or services outside of this contract if and when the need arises

36. **ALTERNATIVES**

The bidder may submit alternatives which, in his/her opinion, are to the Council's advantage economically and technically.

37. **Contract Duration**

**The contract shall be valid for 36 months from the date of appointment.**

38. **Post Award Product Compliance Procedures**

No post award product compliance procedure will apply, since this bid is for delivery of services

39. The Contractor may submit offers for alternate methods or procedures to that specified where in his opinion such services would be to the advantage of the Municipality, economically and technically. Any such offers must include appraisal of the offer.

40. The Council will reserve the right to purchase services outside of the bid contract if and when the need arises.

41. **Terms of Payment**

Payment in South African currency shall be made to the Bidder within thirty (30) days from the last calendar date of the month in which such invoices are submitted. All invoices must be handed to the Strategic Executive Director: Corporate Services Department.

**PLEASE NOTE:**

Bids are only appointed in the panel once approved and accepted by the Bid Adjudication Committee. The Bid Evaluation Committee will submit recommendations whereupon the final decision will be taken by the Bid Adjudication Committee.

**NB: THE FOLLOWING CLAUSES HAVE BEEN REPEATED AS THESE MAY LEAD TO THE REJECTION OF THE BID**

- All bid documents must be completed in ink and should any alteration, omission, erasure or addition be made, it will not be recognised, unless authenticated with the initials of the bidder and those of the witnesses of his signature.
- Failure to sign the bid document will invalidate (Invitation to Bid) the bid, provided that it is the only acceptable bid received, Council may recommend that it be considered as an offer after signature by the bidder.
- Bidders shall ensure that they have been provided with all the documents and drawings. Bidders must advise the Department concerned immediately if there is any duplication or obscure typing or if there is any doubt as to the meaning of any words, clause, sentence, paragraph, drawing or any other particulars and have the matter rectified, otherwise it will be assumed correct and no liabilities whatsoever will be admitted in respect of errors in the bid due to the foregoing.
- Bids received after the official closing date and time of this bid, will not be accepted.
- Proof must be produced, together with the bidding document that the entity is not indebted to the Municipality or municipal area in which they are staying, for a period of more than 30 days for services rendered / rates payable. Bidders

residing on farms with no municipal services should submit a letter from their  
Induna/owner stating the above.

---

COMPANY/FIRM .....

ADDRESS .....

TELEPHONE NUMBER .....

NAME OF THE OFFICIAL .....

POSITION .....

SIGNATURE .....

DATE .....

**WITNESSES**

NAME .....NAME .....

SIGNATURE .....SIGNATURE .....

ID NUMBER .....ID NUMBER .....

## **ANNEXURE D**

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### **ENDUMENI MUNICIPALITY**



### **TERMS OF REFERENCE**

### **FOR**

# **PROPOSALS FROM INTERESTED ATTORNEYS TO BE APPOINTED IN THE PANEL OF ATTORNEYS AT ENDUMENI LOCAL MUNICIPALITY FOR 36 MONTHS**

## **PART 1 –PROPOSALS FROM INTERESTED ATTORNEYS TO BE APPOINTED IN THE PANEL OF ATTORNEYS AT ENDUMENI LOCAL MUNICIPALITY FOR 36 MONTHS**

### **INTRODUCTION**

The purpose of this bid is to appoint attorneys in the panel of attorneys.

Attorneys are invited to send proposals to the Endumeni Local Municipality (ELM) for consideration. In preparing a proposal, it is emphasized that a profile of the attorneys together with demonstrated expertise in the particular fields of law be submitted.

### **SCOPE OF WORK**

The successful applicants will be required to provide effective and competent legal services to Endumeni Municipality (EM) as and when instructed and must inter alia be able to execute and provide legal services to the following:-

1. Civil Law Litigation in Magistrate Court and High Court
2. Conveyancing
3. Labour Law Litigation, disciplinary Hearings and labour court appearance.
4. Legislative drafting and interpretation of statutes. (By-laws and Policy Formulation)
5. Town Planning Litigation
6. Legal opinions and advice on evidence.

### **DURATION OF THE CONTRACT**

The duration of the Panel of Attorneys contract shall be three (3) years. Successful applicants will be required to enter into a formal service level agreement governing the activities of the panel of attorneys with the Endumeni Municipality within 30 days of receipt of a letter of appointment. The successful applicants will be required to provide effective and competent legal services as and when instructed.

Appointment to the panel does not in any way guarantee that a firm of attorneys will receive instructions and/or that it is due a portion of instructions.

### **GENERAL REQUIREMENTS**

- a) Only legal practices established in accordance with the provisions of the Legal Practice Act, 2014 (Act no.: 28 of 2014 as amended) and related Legislative Principles will be considered for this tender. Proof of Professional Registration must be submitted with the tender document.
- a) A contract will be concluded with each successful attorneys in the panel and be obliged sign confidentiality and indemnity agreements.
- b) Panel members are not guaranteed any work under this tender proposal. The engagement or allocation of work will be on a rotational basis of assignment at the sole discretion of the Municipal Manager.
- c) Endumeni Municipality may, at its sole discretion award and assignment or any part thereof to more than one panel member or may at its own discretion vary an instruction to include more work.

- d) The attorneys may not cede or assign any part of its agreement with the MM nor subcontract any part of the work assigned to them without prior written authorization of the MM.
- e) The attorneys must declare any interest it has in an assignment as well as declare any possible conflict of interest with the MM in the pursuance of the proposed assignment. In the event that any conflict of interest is discovered during the assignment, the Council reserves the right to summarily cancel the agreement and demand that all information, documents and property of the Council be returned forthwith.
- f) The contract period for this tender is three years; the assignments in the last three months of the contract period will be allowed to continue after expiry of this contract period.
- g) The respective attorneys are appointable by the MM in terms of the Municipal Delegation of Power Policy. attorneys shall report to the Manager: Legal Services regarding progress of their instructions.
- h) Skills Transfer

The attorneys will also be required to ensure transfer of skills/ knowledge to in house legal team during the course of consultancy services, especially for magistrate court appearances.

- i) Intellectual Property Rights

All copyrights and intellectual property rights that may result as consequences of the work to be performed will become the property of the Council. Attorneys must hand over all documents and information in any format, including copies thereto, that it received from MM or that it had access to during the assignment immediately after completion of the assignment.

- j) Each proposal must include the specialist field of law or area of work of the law firm and forensic firms. If attorneys have expertise in more than one field of law or area of practice, all relevant fields must be indicated in the proposal together with demonstrated experience in the specified areas of law.

- k) Procurement Procedures

- The general and special conditions of tender / contract and other relevant legislative frameworks will be applicable to this tender.
- The requirements of the Preferential Procurement Regulations, 2017 pertaining to Preferential Procurement Policy Framework Act, (act no.: 05 of 2000) will be applicable to the selection process in respect of this tender proposal.
- Attorneys who do not score 75% or more on the technical evaluation will not be appointed to the panel.

- l) Professional Fees

- The cost of every assignment will be negotiated with the relevant tendering panel members as guided by applicable professional tariffs and published government gazette prescripts and a letter of engagement will be issued for each assignment awarded.
- The prescribed hourly rate of each attorney/practitioner (for each specific level), should include VAT, except for disbursement.

- m) The Council reserve the right to interview panel members that are shortlisted for specific assignments.

- n) Failure to comply with any conditions of this request for proposals may invalidate the respective tender proposal.
- o) Technical Enquiries  
For any further technical enquiries, please contact:

Adv. T. P. Qwabe  
Senior Legal Advisor: Legal Service  
Corporate Services Department  
Telephone number: 076 962 8235



## **PART 2 - BID EVALUATION CRITERIA**

### **PROPOSED FUNCTIONALITY SCORESHEET**

<b>MINIMUM REQUIREMENT</b>	<b>ALLOCATION FOR EVALUATION</b>	<b>COMMENT / PROOF TO BE PROVIDED</b>
Proof of company infrastructure: 1. Email and internet; 2. Telephone and faxes; 3. Software and applications for providing legal services; 4. Internet security safeguards; 5. Backup and disaster recovery plan;	2 points for each item = 10 points	Provide proof
Number of local government related matters dealt with. (APPOINTMENT LETTERS AND REFERENCE LETTERS)	0 = 0 points 1 = 3 points 2 = 5 points 3 = 10 points 4 = 15 points 5 = 20 points	Complete Schedule 2
Number of general legal and labour related matters dealt with. (INSTRUCTION LETTERS)	0 = 0 points 1 = 3 points 2 = 5 points 3 = 10 points 4 = 15 points 5 = 20 points	Complete Schedule 3
A minimum of 5 years' experience in the general legal and labour related environment (APPOINTMENT AND REFERENCE LETTERS)	1 - 3 Year = 5 points 3 - 5 years = 10 points 5 - 10 years = 15 points 10 - 15 years = 20 points 15 years and above = 50 points	Provide proof

#### **1. Bid Rating**

For Bidders to be considered for the next phase of evaluation, a minimum of 75% under functionality must be achieved thereafter the Municipality will refer the bids for further evaluation as per its supply chain management process. It should be noted that the Municipality is not obliged to appoint the Bidder obtaining the highest points in terms hereof.

#### **2. Preference Point Claims**

The Preferential Procurement Regulations, 2017 pertaining to Preferential Procurement Policy Framework Act, no 5 of 2000 and its associated regulations will apply accordingly when awarding points for B-BBEE status level of contribution. Preference points claim will be allocated in accordance with the minimum requirements of MBD 6.1.

**NB: THIS BID SHALL NOT BE EVALUATED ON PRICE,**

#### **3. Declaration of Bidder's Past Supply Chain Management Practices**

Bidders must complete the form MBD 8 & MBD 9 which follows form 6.1.

#### **4. Bidding Procedures.**

The Endumeni Municipality does not bind itself to accept the lowest or any bid. Council reserves the right to accept a bid as a whole or a portion thereof.

Prospective service providers are required to submit proposals with quotations in hard copy. No e-mail or faxed proposals shall be accepted.

## **5. Packaging of the Bid Documents**

Bid document may be packaged, bound and submitted in the specified order as follows:

1. Covering Letter
2. Technical proposal
3. Company Profile
4. Government Procurement General Conditions of contract
5. Special conditions of contract
6. Bid Terms of Reference
7. MBD 1 - Invitation to Bid
8. MBD 2 - Tax Clearance Certificate
9. MBD 3.1 - Pricing schedule – firm prices
10. MBD 4 - Declaration of Interest
11. MBD 6.1 - Preference Points Claim Form – B-BBEE status level of Contribution
12. MBD 7.2 - Contract Form - Rendering Of Services
13. MBD 8 - Declaration of Past Supply Chain Management Practices
14. MBD 9 - Certificate of Independent Bid Determination

## **6. Enquiries**

Enquiries may be directed to Adv. T. P. Qwabe at 034 2122121 / 076 962 8235.

## **7. Formal Presentations**

Please note that the presentations may be requested by the Endumeni Municipality at their discretion.

## SCHEDULE 1

Schedule 1 must be completed for each attorney

PERSONAL DETAILS	FIRM DETAILS (IF APPLICABLE)
<b>NAME OF ATTORNEY:</b>	<b>NAME OF FIRM:</b>
	Complete contact details only if contact details are different from attorney's and not yet provided for another attorney from the same firm
<b>TELEPHONE:</b>	<b>TELEPHONE:</b>
<b>EMAIL:</b>	<b>EMAIL:</b>
<b>PHYSICAL ADDRESS:</b>	<b>PHYSICAL ADDRESS:</b>
<b>POSTAL ADDRESS:</b> (complete if different from physical address)	<b>POSTAL ADDRESS:</b> (complete if different from physical address)

## SCHEDULE 2

### LOCAL GOVERNMENT MATTERS

**INSTRUCTIONS:**

- A brief description of the nature of the instruction must be recorded in the top right hand column of each instruction, and can include litigation, arbitration, mediation or legal opinions; and
- Reference person refers to a former client who can be contacted to verify the instruction

<b>1</b>	<b>NATURE OF INSTRUCTION</b>		
<b>CLIENT (ORGANISATION)</b>		<b>REFERENCE PERSON</b>	<b>REFERENCE PERSON'S TEL</b>
<b>2</b>	<b>NATURE OF INSTRUCTION</b>		
<b>CLIENT (ORGANISATION)</b>		<b>REFERENCE PERSON</b>	<b>REFERENCE PERSON'S TEL</b>
<b>3</b>	<b>NATURE OF INSTRUCTION</b>		
<b>CLIENT (ORGANISATION)</b>		<b>REFERENCE PERSON</b>	<b>REFERENCE PERSON'S TEL</b>
<b>4</b>	<b>NATURE OF INSTRUCTION</b>		
<b>CLIENT (ORGANISATION)</b>		<b>REFERENCE PERSON</b>	<b>REFERENCE PERSON'S TEL</b>
<b>5</b>	<b>NATURE OF INSTRUCTION</b>		
<b>CLIENT (ORGANISATION)</b>		<b>REFERENCE PERSON</b>	<b>REFERENCE PERSON'S TEL</b>

## SCHEDULE 3

### GENERAL LEGAL AND LABOUR MATTERS

**INSTRUCTIONS:**

- A brief description of the nature of the instruction must be recorded in the top right hand column of each instruction, and can include litigation, arbitration, mediation or legal opinions; and
- Reference person refers to a former client who can be contacted to verify the instruction

<b>1</b>	<b>NATURE OF INSTRUCTION</b>		
<b>CLIENT (ORGANISATION)</b>		<b>REFERENCE PERSON</b>	<b>REFERENCE PERSON'S TEL</b>
<b>2</b>	<b>NATURE OF INSTRUCTION</b>		
<b>CLIENT (ORGANISATION)</b>		<b>REFERENCE PERSON</b>	<b>REFERENCE PERSON'S TEL</b>
<b>3</b>	<b>NATURE OF INSTRUCTION</b>		
<b>CLIENT (ORGANISATION)</b>		<b>REFERENCE PERSON</b>	<b>REFERENCE PERSON'S TEL</b>
<b>4</b>	<b>NATURE OF INSTRUCTION</b>		
<b>CLIENT (ORGANISATION)</b>		<b>REFERENCE PERSON</b>	<b>REFERENCE PERSON'S TEL</b>
<b>5</b>	<b>NATURE OF INSTRUCTION</b>		
<b>CLIENT (ORGANISATION)</b>		<b>REFERENCE PERSON</b>	<b>REFERENCE PERSON'S TEL</b>

**BID NO: B18/2021-22**

**SCHEDULE OF SIMILAR SUPPLIES**  
(Essential information to be supplied by bidder)

<b>Name of Contract/ Nature of Work</b>	<b>Duration</b>	<b>Value</b>	<b>Name, Address &amp; telephone no. of client and/or Project Leader</b>
<hr/> <hr/> <hr/> <hr/>			<hr/> <hr/> <hr/> <hr/>
<hr/> <hr/> <hr/> <hr/>			<hr/> <hr/> <hr/> <hr/>
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**BID NO: B18/2021-22 BIDDER'S FINANCIAL STANDING**

In terms of the Conditions of Bid the Employer may make inquiries to obtain a bank rating from the Bidder's bank.

To that end the Bidder must provide with his/her bid a bank rating, certified by his banker, to the effect that he will be able to successfully complete the contract at the bided amount within the specified time for completion. However, should the Bidder be unable to provide a bank rating with his bid, he shall state the reasons as to why he is unable to do so, and in addition provide the following details of his banker and bank account details that he intends to use for the project.

**I / We furnish the following information and hereby authorise the Employer to approach the Bank for a reference.**

Name of Account holder .....

Name of Bank: .....

Branch:.....

Account number..... Type of account: .....

Telephone number :..... Facsimile number: .....

Name of contact person (at bank): .....

***Failure to provide either the required bank details or a certified bank rating with his bid, will lead to the conclusion that the Bidder does not have the necessary financial resources at his disposal to complete the contract successfully within the specified time for completion.***

I / We agree, if required, to furnish a copy of the latest audited set of financial statements together with my / our Director's and Auditors' report for consideration by the Employer on request.

The employer undertakes to treat the information thus obtained as confidential, strictly for the use of evaluation of the bid submitted by the Bidder.

SIGNATURE: ..... DATE: .....

(Of person authorized to sign on behalf of the Bidder)

**BID NO: B08/2021-22**

**CERTIFICATE FOR MUNICIPAL SERVICES AND PAYMENTS**

Please attach the latest water & light account statement (not older than 3 months) from Municipal Offices where you conduct your business operations.

Bidders residing on farms with no municipal services should submit a letter from their Induna/owner.



**ACCEPTANCE SCHEDULE**

*I / WE HEREBY* SUBMIT MY / OUR BID IN ACCORDANCE WITH THE BID GENERAL AND/OR SPECIAL CONDITIONS OF CONTRACT AND IN LINE WITH THE APPLICABLE SPECIFICATIONS.

**SIGNATURE OF BIDDER** : \_\_\_\_\_

**FOR / ON BEHALF OF** : \_\_\_\_\_

**ADDRESS** : \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**SIGNATURE OF WITNESS** : \_\_\_\_\_

**ADDRESS** : \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**SIGNATURE OF WITNESS** : \_\_\_\_\_

**ADDRESS** : \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**SIGNED AT** \_\_\_\_\_ **THIS** \_\_\_\_ **DAY OF** \_\_\_\_\_ **20** \_\_\_\_

## **ANNEXURE E**

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**MBD 1**
**PART A  
INVITATION TO BID**

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF MUNICIPALITY/ MUNICIPAL ENTITY)</b>					
BID NUMBER:	B18/2021-22	CLOSING DATE:	19 JULY 2022	CLOSING TIME:	14H00
DESCRIPTION	PROPOSALS FROM INTERESTED ATTORNEYS TO BE APPOINTED IN A PANEL OF ATTORNEYS AT ENDUMENI LOCAL MUNICIPALITY FOR 36 MONTHS				
<b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).</b>					

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

ENDUMENI MUNICIPALITY					
CIVIC CENTRE					
64 VICTORIA STREET					
DUNDEE					
3000					
<b>SUPPLIER INFORMATION</b>					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
TAX COMPLIANCE STATUS	TCS PIN:		OR	CSD No:	
B-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	
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					
SIGNATURE OF BIDDER	.....		DATE		
CAPACITY UNDER WHICH THIS BID IS SIGNED					
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:</b>			<b>TECHNICAL INFORMATION MAY BE DIRECTED TO:</b>		
DEPARTMENT	SCM Unit		CONTACT PERSON	Adv. T. P. Qwabe	
CONTACT PERSON	NZ ZULU		TELEPHONE NUMBER	076 962 8235	
TELEPHONE NUMBER	087 150 5205		FACSIMILE NUMBER	034 212 3856	
FACSIMILE NUMBER	034 212 2192		E-MAIL ADDRESS	tqwabe@endumeni.gov.za	
E-MAIL ADDRESS	zulunz@endumeni.gov.za				

## PART B TERMS AND CONDITIONS FOR BIDDING

<b>1. BID SUBMISSION:</b>	
1.1.	BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2.	<b>ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR ONLINE</b>
1.3.	THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
<b>2. TAX COMPLIANCE REQUIREMENTS</b>	
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.
<b>3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>	
3.1.	IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? <span style="float: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</span>
3.2.	DOES THE ENTITY HAVE A BRANCH IN THE RSA? <span style="float: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</span>
3.3.	DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? <span style="float: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</span>
3.4.	DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? <span style="float: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</span>
3.5.	IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? <span style="float: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</span>
<p>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.</p>	

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

SIGNATURE OF BIDDER: .....

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

DATE: .....

## TAX CLEARANCE CERTIFICATE REQUIREMENTS

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

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](http://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](http://www.sars.gov.za).

**PRICING SCHEDULE – FIRM PRICES  
(PURCHASES)**

**NOTE: ONLY FIRM PRICES WILL BE ACCEPTED. NON-FIRM PRICES (INCLUDING PRICES SUBJECT TO RATES OF EXCHANGE VARIATIONS) WILL NOT BE CONSIDERED**

**IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT**

OFFER TO BE VALID FOR...30...DAYS FROM THE CLOSING DATE OF BID.

---

DESCRIPTION	ESTIMATED HOURLY RATE EXCL. VAT
Attorneys /Legal Practitioners with more than 16 years post article experience	
Attorneys /Legal Practitioners with 11-15 years post article experience 11-15 YEARS	
Attorneys /Legal Practitioners with 5-10 years post article experience 5-10 YEARS	
Candidate Attorneys /Legal Practitioners	
Disbursement rate excluding Vat	
Travel cost by vehicle per km	
Fax Per page	
Printing / Photocopies per page	
Telephone call rate per minute	

**NB:**

Note: All delivery costs must be included in the bid price, for delivery at the prescribed destination.

\*\* “all applicable taxes” includes value- added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.

## DECLARATION OF INTEREST

1. No bid will be accepted from persons in the service of the state<sup>1</sup>.
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their positioning 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, hareholder<sup>2</sup>):.....

3.4 Company Registration Number: .....

3.5Tax Reference Number:.....

3.6VAT Registration Number: .....

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

3.8Are you or any Directors/trustees/shareholders/ members presently in the service of the state? **YES / NO**

3.8.1 If yes, furnish particulars.....

.....

<sup>1</sup>MSCM Regulations: “in the service of the state” means to be –

(a) a member of –

- (i) any municipal council;
- (ii) any provincial legislature; or
- (iii) the national Assembly or the national Council of provinces;

(b) a member of the board of directors of any municipal entity;

(c) an official of any municipality or municipal entity;

(d) an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);

(e) a member of the accounting authority of any national or provincial public entity; or

(f) an employee of Parliament or a provincial legislature.

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

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

3.9.1Ifyes, furnish particulars.....

.....

3.10Do 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**

3.10.1Ifyes, furnish particulars.

.....  
.....

3.11Are 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**

3.11.1Ifyes, furnish particulars

.....  
.....

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

3.13.1Ifyes, 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.

<b>Full Name</b>	<b>Identity Number</b>	<b>Are you employed by National/ Provincial/ Local Government? YES/NO</b>	<b>If YES, please give details</b>

5. I duly confirm that the above information is correct until otherwise advised in writing and the company undertakes to immediately, in writing on same day of appointment, advise the Endumeni Municipality immediately if any of its directors/trustees/ members/shareholders assumes appointment as an employee in national, provincial and/or local government and the company will deregister from the Endumeni Municipality Supplier Database and cease forthwith from doing business with the Endumeni Municipality and the company shall be subject to a penalty of forfeiting all payments for services rendered or products delivered or installed if it fails to immediately disclose in writing the employment of any of its directors/trustees/ members/shareholders in national, provincial and/or local government.

.....  
**Signature**

.....  
**Date**

.....  
**Capacity**

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

## PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017

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, 2017.**

### 1. GENERAL CONDITIONS

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

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

1.2

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

1.3 Points for this bid shall be awarded for:

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

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

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

1.5 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.

1.6 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 OR 90/10 PREFERENCE POINT SYSTEMS

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

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

Where

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration

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

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

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

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

## 5. BID DECLARATION

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

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

6.1 B-BBEE Status Level of Contribution = .....(maximum of 10 or 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

## 6.2 SUB-CONTRACTING

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

(*Tick applicable box*)

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

6.3.1 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,2017:

Designated Group: An EME or QSE which is at last 51% owned by:	EME √	QSE √
--	----------	----------

Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
<b>OR</b>		
Any EME		
Any QSE		

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

7.1 Name of company/firm:.....

7.2 VAT registration number:.....

7.3 Company registration number:.....

**7.4 TYPE OF COMPANY/ FIRM**

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

[TICK APPLICABLE BOX]

**7.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES**

.....

.....

.....

.....

**7.6 COMPANY CLASSIFICATION**

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

[TICK APPLICABLE BOX]

**7.7 MUNICIPAL INFORMATION**

**Municipality where business is situated:** .....

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

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

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

7.9 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
  - (a) disqualify the person from the bidding process;
  - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
  - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
  - (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
  - (e) forward the matter for criminal prosecution.

WITNESSES

- 1. ....
- 2. ....

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

DATE: .....  
ADDRESS .....  
.....  
.....

## CONTRACT FORM - RENDERING OF SERVICES

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

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

1. I hereby undertake to render services described in the attached bidding documents to (name of the institution)..... in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid.
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 Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
    - Declaration of interest;
    - Declaration of Bidder's past SCM practices;
    - Certificate of Independent Bid Determination;
    - Special Conditions of Contract;
  - (ii) General Conditions of Contract; and
  - (iii) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfilment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT):.....

CAPACITY: .....

SIGNATURE : .....

NAME OF FIRM: .....

DATE: .....

#### WITNESSES

1 .....

2 .....

DATE:.....

## CONTRACT FORM - RENDERING OF SERVICES

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

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

DESCRIPTION OF SERVICE	PRICE (ALL APPLICABLE TAXES INCLUDED)	COMPLETION DATE	B-BBEE STATUS LEVEL OF CONTRIBUTION	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)

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

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

NAME (PRINT) .....

SIGNATURE .....

OFFICIAL STAMP

#### WITNESSES

1 .....

2 .....

DATE: .....

**MBD 8**



## **DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES**

1. This Municipal Bidding Document must form part of all bids invited.
2. It serves as a declaration to be used by municipalities and municipal entities in ensuring that when goods and services are being procured, all reasonable steps are to combat the abuse of the supply chain management system.
3. **The bid of any bidder may be rejected if the bidder, or any of its directors have:**
  - a) Abused the Municipality's Supply Chain Management System or committed any improper conduct in relation to such system:
  - b) Been convicted for fraud or corruption during the past five years:
  - c) Wilfully neglected, reneged or failed to comply with any government, municipal or public sector contract during the past five years; or
  - d) Been listed in the Register for Bid Defaulters in terms of section 29 of the Prevention and Combating of Corruption 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 as a company or person prohibited from doing business with the public sector?</p> <p><b>(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 audit alteram partem rule was applied).</b></p> <p><b>The database of Restricted Suppliers now resides on the National Treasury's website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) and can be accessed by clicking on its link at the bottom of the home page.</b></p>	<p>Yes</p> <input type="checkbox"/>	<p>No</p> <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 Bid Defaulters in terms of section 29 of the Prevention and Combating of Corruption Activities Act (No 12 of 2004)?</p> <p><b>(The Register for Bid Defaulters can be accessed on the National Treasury's website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) by clicking on its link at the bottom of the home page.</b></p>	<p>Yes</p> <input type="checkbox"/>	<p>No</p> <input type="checkbox"/>
4.2.1	If so, furnish particulars:		

ITEM	QUESTION	YES	NO
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality/municipal entity, or 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"/>
4.5.1	If so, furnish particulars:		

#### CERTIFICATION

I, THE UNDERSIGNED (FULL NAME) \_\_\_\_\_  
**CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM TO BE 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**

**Certificate of Independent Bid Determination**

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

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

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

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

## **CERTIFICATE OF INDEPENDENT BID DETERMINATION**

I, the undersigned, in submitting the accompanying bid:

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(Bid Number and Description)

in response to the invitation for the bid made by:

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(Name of Municipality / Municipal Entity)

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

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

(Name of Bidder)

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

- b) geographical area where product or service will be rendered (market allocation)
  - c) methods, factors or formulas used to calculate prices;
  - d) the intention or decision to submit or not to submit, a bid;
  - e) the submission of a bid which does not meet the specifications and conditions of the bid; or
  - f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
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.

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Signature

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Date

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Position

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Name of Bidder