



Zululand
District Municipality

CONTRACT NO: ZDM014/2025-2026

**PANEL OF SERVICE PROVIDERS FOR THE
PROVISION OF LEGAL SERVICES FOR A PERIOD OF
THIRTY-SIX (36) MONTHS.**

TENDER DOCUMENT

| | |
|-----------------------|--|
| NAME OF TENDER | |
|-----------------------|--|

ISSUED BY:

Zululand District Municipality

Private Bag X76

ULUNDI

3838

Tel: (035) 874 5500

SUMMARY FOR TENDER OPENING PURPOSES

(To facilitate the reading out of tender parameters at the opening of tenders, the tenderer shall complete this form and submit it with his/her tender)

| | |
|---|--------------------|
| Name of service provider submitting the tender: | |
| CSD NUMBER: | |
| Time for Completion: | 36 months |
| Maximum time for Completion: | 36 months |
| Details of contact person: | |
| Name <i>(Print)</i> : | |
| Telephone No: | |
| E-mail address <i>(if available)</i> : | |
| <i>(Note: In the event of conflict between the data provided in this summary and that given in the tender, the latter shall prevail.)</i> | |
| SIGNATURE: _____ | DATE: _____ |
| <i>(of person authorised to sign the tender)</i> | |

TENDER

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TENDER NOTICE

The ZULULAND DISTRICT MUNICIPALITY

hereby invites tenders for:

| Tender Ref. No | Tender Name & Details | Closing Date |
|-------------------------|---|--------------------------------|
| ZDM014/2025-2026 | PANEL OF SERVICE PROVIDERS FOR THE PROVISION OF LEGAL SERVICES FOR A PERIOD OF THIRTY-SIX (36) MONTHS. The purpose of this tender is to invite suitably qualified and experienced legal service providers to submit proposals for appointment to a panel of service providers for the provision of legal services for a period of thirty-six (36) months. The appointed service providers will form a panel that will render professional legal services to the organization on an as-and-when-required basis. The scope of legal services will include, but not be limited to, litigation, legal advisory services, contract drafting and review, labour and employment law, commercial and corporate law, regulatory compliance, debt recovery, conveyancing, and other specialized legal services as required. | 22 June 2026 @12H00 |

No Compulsory Clarification Meeting required :Tender documents will be available to download as from 21 May 2026 on the Municipality website www.zululand.gov.za and E-tenders for free.

Technical Enquiries can be directed to: Ms SN Shelembe on the Email:snshelembe@zululand.org.za. Further Supply Chain and related enquiries may be directed to: The SCM: Mr. T.S Zulu on the email tzulu@zululand.org.za.

STAGE 1: TEST FOR RESPONSIVENESS

Tender submissions will first be assessed for responsiveness. Only submissions that fully comply with the mandatory requirements and include all returnable documents will proceed to the next stage of evaluation. Non-responsive submissions will be disqualified

In order for a tender to be considered responsive, it must comply with ALL of the following criteria:

- 1.....Bids will be evaluated in accordance with the applicable Preferential Point Scoring System as set out in the Councils Supply Chain Management Policy. The following form, MBD 1, MBD 4, MBD 5, MBD 6.1, MBD 8 and MBD 9 must be completed and submitted with the bid.
- 2.....A valid Tax Clearance Compliance Status Pin Certificate must accompany all bids;
- 3.....Full CSD Report (Not older than 30 days from the tender closing);
- 4.....Bids must be accompanied with CIPC documentation to verify ownership;
- 5.....Current Municipal Account not in arrears for more than 90 days/ Valid Lease Agreement;
- 6.....Company profile with traceable reference.

STAGE 2 : FUNCTIONALITY/ELIGIBILITY CRITERIA

| KEY ASPECT OF CRITERION | BASIS FOR POINT ALLOCATION | POINTS | MAX SCORE | VERIFICATION METHOD |
|---|--|--------|-----------|---|
| Company Experience of similar work and environment (Name of traceable reference, contract details to be included for verification). | The Tenderer have successfully been practicing 10 years and above relevant legal services experience | 30 | 30 | Attach the company profile which state years of operation, area of expertise and company registration documents (CK) with the Legal Practice Certificate issued by the Legal Practice Council.. |
| | The Tenderer have successfully been practicing 7 – 9 years relevant legal services experience. | 25 | | |

| | | | | |
|--|--|----|------------|---|
| | The Tenderer have successfully been practicing for 5 – 6 years relevant legal services experience. | 20 | | |
| | The Tenderer have successfully been practicing for 3 – 4 years relevant legal services experience. | 15 | | |
| | The Tenderer have successfully been practicing for 1 – 2 years relevant legal services experience | 10 | | |
| | No experience | 0 | | |
| Company Experience(reference letters demonstrating previous experience in providing legal services to public sector institutions, private companies, or state-owned entities.) | 3 or more reference letters | 20 | 20 | Attach the reference letters with client's official letterhead, Must be signed by an authorized representative, Must include company name and contact details, Must indicate the type of legal services provided, Must indicate the duration or period of service. |
| | 2 reference letters | 10 | | |
| | 1 reference letter | 5 | | |
| | No Submission. | 0 | | |
| Key Employee Experience: Admitted Attorneys/Advocates | Degree in (LLB or higher) with 10 years and above , Registered with Legal Practice Council (LPC). | 10 | 10 | Recent Curriculum Vitae (CV) and certified copies of qualifications, valid practicing certificates |
| | Degree in (LLB or higher) with 6-9 years , Registered with Legal Practice Council (LPC). | 7 | | |
| | Degree in (LLB or higher) with 3-5 years ,Registered with Legal Practice Council (LPC). | 4 | | |
| | Less than 3 years and No Submission | 0 | | |
| | No Submission | 0 | 0 | |
| Methodology: Demonstrates clear understanding of the legal services required, organizational needs, and scope of the panel appointment, | Excellent, detailed, and well-structured methodology with clear implementation plan | 40 | 40 | Attach methodology and implementation plan signed by an authorized representative with Organogram showing legal team involved in service delivery Sample reporting templates or service delivery framework , Description of tools, systems, or processes used for legal case management |
| | Good methodology with clear execution plan | 30 | | |
| | Acceptable methodology but lacks detail | 20 | | |
| | Poor methodology with limited understanding of scope | 10 | | |
| | No submission | 0 | | |
| MAXIMUM SCORE: | | | 100 | |

Bidders must score at least 70 points to move forward in the evaluation process. Those who score below 70 will be disqualified and excluded from further consideration.

The 80/20 preference point system for the acquisition of services, works or goods will be allocated for as per Zululand District Municipality Supply Chain Management Policy.

Duly completed tender documents **sealed in an envelope marked with the tender number and the closing date** are to be deposited into the **tender box at Zululand District Municipality, Lot B-400 Gagane Street, Ulundi, 3838 by no later than 12h00 on the closing date where they will be opened in public.** Telegraphic, telefaxed or posted tenders **WILL NOT** be accepted.

Tenders may only be submitted on the tender documentation that is issued. Requirements for sealing, addressing, delivering, opening and assessment of tenders are stated in the Tender Data.

The Bid Committee of Zululand District Municipality does not bind itself to accept the lowest or any tender.

**Mr S.P. MOSIA
ACTING MUNICIPAL MANAGER
ZULULAND DISTRICT MUNICIPALITY**

1.2 TENDER DATA

1. GENERAL

The Tender Data shall be read with the Standard Conditions of Tender in order to expand on the Tenderer's obligations and the Employer's undertakings in administering the tender process in respect of the project under consideration.

The Tender Data contained hereafter in Section 2 shall have precedence in the interpretation of any ambiguity or inconsistency between it and the Standard Conditions of Tender.

Each item of Tender Data given below is cross-referenced to the relevant clause in the standard Conditions of Tender.

2. TENDER DATA APPLICABLE TO THIS TENDER

F1.1 The Employer for this Contract is: **Zululand District Municipality**

F1.2 Tender Documents

(a) **The Tender Document** consists of the following:

TENDER

T1: Tendering Procedures

T1.1: Tender Notice and Invitation to Tender

T1.2: Tender Data

T2: Returnable Documents

T2.1: List of Returnable Documents

T2.2: Returnable schedules and forms

CONTRACT

Part 1: Agreements and Contract Data

C1.1: Form of Offer and Acceptance

C1.2: Contract Data

Part 3: Scope of Work

C3: Scope of Work

F1.1 The Employer’s right to accept or reject any tender offer

The Employer is not obliged to accept the lowest or any tender offer.

F1.2 Eligibility

A Tenderer will not be eligible to submit a tender if:

- (a) The tenderer submitting the tender is under restrictions or has Director/s who are under restriction to participate in the Employer’s procurement due to corrupt or fraudulent practices;
- (b) The Tenderer does not have the legal capacity to enter into the contract;
- (c) The tenderer submitting the tender is insolvent, in receivership, bankrupt or being wound up, has his/her affairs administered by a court or a judicial officer, has suspended his/her business activities, or is subject to legal proceedings in respect of the foregoing;
- (d) The tenderer does not comply with the legal requirements stated in the Employer’s procurement policy;
- (e) The Tenderer cannot demonstrate that he possesses the necessary technical qualifications and competencies, financial resources, equipment and other physical facilities, managerial capability, personnel, experience and reputation to perform the contract; or
- (f) The Tenderer cannot provide proof that he is in good standing with respect to duties, taxes, levies and contributions required in terms of legislation applicable to the work in the contract.

TENDERERS TO TAKE PARTICULAR NOTICE OF THIS CLAUSE AS TENDERERS WHO DO NOT COMPLY HEREWITH WILL NOT BE CONSIDERED ELIGIBLE

F1.3 Submitting a Tender Offer

F1.3.1 Tender offers shall be submitted as an original only.

Under no circumstances whatsoever may the tender forms be retyped or redrafted.

F1.3.2 A two-envelope procedure will **not** be followed.

The Employer’s address and identification details are as follows:

| | | |
|-------------------------|------------------|--|
| Location of Tender box: | | Zululand District Municipality Offices in Ulundi |
| Physical address: | | Lot B-400 UGagane Street, Ulundi,3838 |
| Identification details | Reference Number | ZDM014/2025-2026 |
| | Title of Tender | PANEL OF SERVICE PROVIDERS FOR THE PROVISION OF LEGAL SERVICES FOR A PERIOD OF THIRTY-SIX (36) MONTHS |
| | Closing Date | 22 June 2026 |
| | Time | 12H00 |
| Postal address: | | Private Bag X76, Ulundi, 3838 |

F1.4 Closing Time

The closing time for submission of Tender Offers is **12h00** on **22 June 2026** Telephonic, telegraphic, facsimile, telex, electronic or e-mailed tenders will not be accepted.

F1.5 Tender Validity

All tenders shall remain valid for a period of ninety (90) days after the time and date set for the opening of tenders, or until the Tenderer is relieved of this obligation by the Employer, in writing, at an earlier date. However, the Tenderer may be requested in writing, not later than fourteen (14) days before this validity period will lapse, to extend the validity of this tender for a specific period. The written approval of the Tenderer must then be received before the lapsing of the original validity period, in order to remain valid.

Should a Tenderer –

- withdraw his/her tender during the period of its validity; or
- give notice of his/her inability to execute the contract or fail to execute the contract; or
- fail to sign the contract agreement or furnish the required security within the period fixed in the Contract Data or any extended time agreed to by the Employer;

Then he shall be liable for and pay to the Employer –

- all expenses incurred in calling for fresh tenders, if it should be necessary;
- the difference between his/her tender and any less favourable tender accepted either by fresh tenders being called or by another tender being accepted from those already received;

Provided always that the Employer may exempt a Tenderer from the provisions here of, if it is of the opinion that the circumstances justify such exemption.

F1.6 Access

Not Applicable

F1.7 Return of Tender Documents

Not applicable.

F1.8 Certificates

The following certificates must be provided with the tender:

- Tax Clearance Certificate or electronic access PIN obtained from SARS's new Tax Compliance Status (TCS) system;
- Valid and original (or a certified copy) proof of Bidder's compliance to Objective Criteria Certificate requirements stipulated in Section 5 (MBD 6.1) [Consortia / Joint Ventures must submit a separate Tax Clearance Certificate/PIN for each party];
- Joint Venture Agreement and Power of Attorney in case of Joint Ventures;
- VAT Registration Certificate from the South African Revenue Services (SARS);
- Company / CC / Trust / Partnership registration certificates;
- Proof that payment for municipal services is up to date; and
- Certified Copies of Identity Document in the case of one-man concerns.
- Declaration of Solvency or Liquidity.
- Current Bank Rating letter.
- CSD
- A certified copy of registration with the Attorney's Fidelity Fund (Fidelity Fund Certificate).
- A certified copy of the Certificate of good standing with the law society of South Africa.
- A company profile.
- CV;s of the relevant team members together with certified copies of proof of qualifications.

F1.9 Opening of Tender Submissions

The time, date and location for the opening of the tender offers is as follows:

Time: **12h00**
Date: **22 June 2026**
Location / Venue: **Zululand District Municipal Offices, B-400 Gagane Street, Ulundi**

F1.10 The two-envelope system **will not** apply to this tender.

F1.11.1 Evaluation of Tender Offers

F1.11.2 Tenders will be evaluated in One stages in accordance with the standard tender evaluation :

STAGE 1: TEST FOR RESPONSIVENESS/ELIGIBILITY

In order for a tender to be considered responsive, it must comply with **ALL** of the following criteria:

- a) The tender documentation must be completed and signed in all respects
- b) The tender documentation must include all necessary and applicable documentation as listed in F2.23 above; and
- c) The tender must comply with the eligibility criteria.

The responsiveness of a tender will be assessed by scoring the bid according to the criteria detailed in the table overleaf.

It is incumbent on the Tenderer to ensure that the returnable documents in T2 are completed in sufficient detail to enable the score to be properly assessed. If the information provided renders a specific criterion not being fully complied with, then the bid will be scored on the next criterion down.

ELIGIBILITY CRITERIA

| KEY ASPECT OF CRITERION | BASIS FOR POINT ALLOCATION | POINTS | MAX SCORE | VERIFICATION METHOD |
|--|--|--------|-----------|--|
| Company Experience of similar work and environment (Name of traceable reference, contract details to be included for verification). | The Tenderer have successfully been practicing 10 years and above relevant legal services experience | 30 | 30 | Attach the company profile which state years of operation, area of expertise and company registration documents (CK) with the Legal Practice Certificate issued by the Legal Practice Council. |
| | The Tenderer have successfully been practicing 7 – 9 years relevant legal services experience. | 25 | | |
| | The Tenderer have successfully been practicing for 5 – 6 years relevant legal services experience. | 20 | | |
| | The Tenderer have successfully been practicing for 3 – 4 years relevant legal services experience. | 15 | | |
| | The Tenderer have successfully been practicing for 1 – 2 years relevant legal services experience | 10 | | |
| | No experience | 0 | | |
| Company Experience(reference letters demonstrating previous experience in providing legal services to public sector institutions, private companies, or state-owned entities.) | 3 or more reference letters | 20 | 20 | Attach the reference letters with client’s official letterhead, Must be signed by an authorized representative, Must include company name and contact details, Must indicate the type of legal services provided, Must indicate the duration or period of service. |
| | 2 reference letters | 10 | | |
| | 1 reference letter | 5 | | |
| | No Submission. | 0 | | |
| Key Employee Experience: Admitted Attorneys/Advocates | Degree in (LLB or higher) with 10 years and above , Registered with Legal Practice Council (LPC). | 10 | 10 | Recent Curriculum Vitae (CV) and certified copies of qualifications, valid practicing certificates |
| | Degree in (LLB or higher) with 6-9 years , Registered with Legal Practice Council (LPC). | 7 | | |
| | Degree in (LLB or higher) with 3-5 years ,Registered with Legal Practice Council (LPC). | 4 | | |
| | Less than 3 years and No Submission | 0 | | |
| | No Submission | 0 | | |
| Methodology: Demonstrates clear understanding of the legal services required, organizational | Excellent, detailed, and well-structured methodology with | 40 | 40 | Attach methodology and implementation plan signed by an authorized representative with |

| KEY ASPECT OF CRITERION | BASIS FOR POINT ALLOCATION | POINTS | MAX SCORE | VERIFICATION METHOD |
|--|--|--------|------------|--|
| needs, and scope of the panel appointment, | clear implementation plan | | 100 | Organogram showing legal team involved in service delivery Sample reporting templates or service delivery framework , Description of tools, systems, or processes used for legal case management |
| | Good methodology with clear execution plan | 30 | | |
| | Acceptable methodology but lacks detail | 20 | | |
| | Poor methodology with limited understanding of scope | 10 | | |
| | No submission | 0 | | |
| MAXIMUM SCORE: | | | 100 | |

TENDERER'S MUST SCORE A MINIMUM OF 70 POINTS FOR THE BID TO BE ELIGIBLE IN TERMS OF F2.1 (e) AND 12.2.2 OF SUPPLY CHAIN MANAGEMENT POLICY.

Annex F: Standard Conditions of Tender

F1 GENERAL

F1.1 Actions

F1.1.1 The employer and each tenderer submitting a tender offer shall comply with these conditions of tender. In their dealings with each other, they shall discharge their duties and obligations as set out in F2 and F3, timeously and with integrity, and behave equitably, honestly and transparently, comply with all legal obligations and not engage in anticompetitive practices.

F1.1.2 The employer and the tenderer and all their agents and employees involved in the tender process shall avoid conflicts of interest and where a conflict of interest is perceived or known, declare any such conflict of interest, indicating the nature of such conflict. Tenderers shall declare any potential conflict of interest in their tender submissions. Employees, agents and advisors of the employer shall declare any conflict of interest to whoever is responsible for overseeing the procurement process at the start of any deliberations relating to the procurement process or as soon as they become aware of such conflict and abstain from any decisions where such conflict exists or recuse themselves from the procurement process, as appropriate.

Note: 1) A conflict of interest may arise due to a conflict of roles which might provide an incentive for improper acts in some circumstances. A conflict of interest can create an appearance of impropriety that can undermine confidence in the ability of that person to act properly in his or her position even if no improper acts result.

2) Conflicts of interest in respect of those engaged in the procurement process include direct, indirect or family interests in the tender or outcome of the procurement process and any personal bias, inclination, obligation, allegiance or loyalty which would in any way affect any decisions taken.

F1.1.3 The employer shall not seek, and a tenderer shall not submit a tender without having a firm intention and the capacity to proceed with the contract.

F1.2 Tender Documents

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

F1.3 Interpretation

F1.3.1 The tender data and additional requirements contained in the tender schedules that are included in the returnable documents are deemed to be part of these conditions of tender.

F1.3.2 These conditions of tender, the tender data and tender schedules which are only required for tender evaluation purposes, shall not form part of any contract arising from the invitation to tender.

F1.3.3 For the purposes of these conditions for the calling for expressions of interest, the following definitions apply:

- a) **conflict of interest** means any situation in which:
- i) someone in a position of trust has competing professional or personal interests which make it difficult to fulfil his or her duties impartially;
 - ii) an individual or organisation is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit; or
 - iii) incompatibility or contradictory interests exist between an employee and the organisation which employs that employee.

- b) **comparative offer** means the tenderer's financial offer after all tendered parameters that will affect the value of the financial offer have been taken into consideration in order to enable comparisons to be made between offers on a comparative basis;
- c) **corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his/her staff or agents in the tender process; and
- d) **fraudulent practice** means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels;
- e) **organization** means a company, firm, enterprise, association or other legal entity, whether incorporated or not, or a public body;
- f) **quality (functionality)** means the totality of features and characteristics of a product or service that bear on its ability to satisfy stated or implied needs.

F1.4 Communication and employer's agent

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

F1.5 The employer's right to accept or reject any tender offer

F1.5.1 The employer may accept or reject any variation, deviation, tender offer, or alternative tender offer, and may cancel the tender process and reject all tender offers at any time before the formation of a contract. The employer shall not accept or incur any liability to a tenderer for such cancellation and rejection but will give written reasons for such action upon written request to do so.

F1.5.2 The employer may not be subsequent to the cancellation or abandonment of a tender process or the rejection of all responsive tender offers re-issue a tender covering substantially the same scope of work within a period of six months unless only one tender was received, and such tender was returned unopened to the tenderer.

F1.6 Procurement procedures

F1.6.1 General

Unless otherwise stated in the tender data, a contract will, subject to F.3.13, be concluded with the tenderer who in terms of F.3.11 is the highest ranked or the tenderer scoring the highest number of tender evaluation points, as relevant, based on the tender submission that are received at the closing time for tenders.

F1.6.2 Competitive negotiation procedure

F1.6.2.1 Where the tender data require that the competitive negotiation procedure is to be followed, tenderers shall submit tender offers in response to the proposed contract in the first round of submissions. Notwithstanding the requirements of F.3.4, the employer shall announce only the names of the tenderers who make a submission. The requirements of F.3.8 relating to the material deviations or qualifications which affect the competitive position of tenders shall not apply.

F1.6.2.2 All responsive tenderers, or not less than three responsive tenderers that are highest ranked in terms of the evaluation method and evaluation criteria stated in the tender data, shall be invited in each round to enter into competitive negotiations, based on the principle of equal treatment and keeping confidential the proposed solutions and associated information. Notwithstanding the provisions of F2.17, the employer may request that tenders be clarified, specified and fine-tuned in order to improve a tenderer's competitive position provided that such clarification, specification, fine-tuning or additional information does not alter any fundamental aspects of the offers or impose substantial new requirements which restrict or distort competition or have a discriminatory effect.

F1.6.2.3 At the conclusion of each round of negotiations, tenderers shall be invited by the employer to make a fresh tender offer, based on the same evaluation criteria, with or without adjusted weightings. Tenderers shall be advised when they are to submit their best and final offer.

F1.6.2.4 The contract shall be awarded in accordance with the provisions of F3.11 and F3.13 after tenderers have been requested to submit their best and final offer.

F1.6.3 Proposal procedure using the two stage-system

F1.6.3.1 Option 1

Tenderers shall in the first stage submit technical proposals and, if required, cost parameters around which a contract may be negotiated. The employer shall evaluate each responsive submission in terms of the method of evaluation stated in the tender data, and in the second stage negotiate a contract with the tenderer scoring the highest number of evaluation points and award the contract in terms of these conditions of tender.

F1.6.3.2 Option 2

F1.6.3.2.1 Tenderers shall submit in the first stage only technical proposals. The employer shall invite all responsive tenderers to submit tender offers in the second stage, following the issuing of procurement documents.

F1.6.3.2.2 The employer shall evaluate tenders received during the second stage in terms of the method of evaluation stated in the tender data and award the contract in terms of these conditions of tender.

F2 TENDERER'S OBLIGATIONS

F2.1 Eligibility

F2.1.1 Submit a tender offer only if the tenderer complies with the criteria stated in the tender data and the tenderer, or any of Directors, is not under any restriction to do business with employer.

F2.1.2 Notify the employer of any proposed material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used by the employer as the basis in a prior process to invite the tenderer to submit a tender offer and obtain the employer's written approval to do so prior to the closing time for tenders.

F2.2 Cost of tendering

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

F2.3 Check documents

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

F2.4 Confidentiality and copyright of documents

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

F2.5 Reference documents

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

F2.6 Acknowledge addenda

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

F2.7 Clarification meeting

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

F2.8 Seek clarification

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

F2.9 Insurance

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

F2.10 Pricing the tender offer

F2.10.1 Include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes (except Value Added Tax (VAT), and other levies payable by the successful tenderer, such duties, taxes and levies being those applicable 14 days before the closing time stated in the tender data.

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

F2.10.3 Provide rates and prices that are fixed for the duration of the contract and not subject to adjustment except as provided for in the conditions of contract identified in the contract data.

F2.10.4 State the rates and prices in Rand unless instructed otherwise in the tender data. The conditions of contract identified in the contract data may provide for part payment in other currencies.

F2.11 Alterations to documents

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

F2.12 Alternative tender offers

F2.12.1 Unless stated in the tender data, submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted as well as a schedule that compares the requirements of the tender documents with the alternative requirements that are proposed.

F2.12.2 Accept that an alternative tender offer may be based only on the criteria stated in the tender data or criteria otherwise acceptable to the employer.

F2.13 Submitting a tender offer

- F2.13.1** Submit one tender offer only, either as a single tendering entity or as a member in a joint venture to provide the whole of the works, services or supply identified in the contract data and described in the scope of works, unless stated otherwise in the tender data.
- F2.13.2** Return all returnable documents to the employer after completing them in their entirety, either electronically (if they were issued in electronic format) or by writing legibly in non-erasable ink.
- F2.13.3** Submit the parts of the tender offer communicated on paper as an original plus the number of copies stated in the tender data, with an English translation of any documentation in a language other than English, and the parts communicated electronically in the same format as they were issued by the employer.
- F2.13.4** Sign the original and all copies of the tender offer where required in terms of the tender data. The employer will hold all authorized signatories liable on behalf of the tenderer. Signatories for tenderers proposing to contract as joint ventures shall state which of the signatories is the lead partner whom the employer shall hold liable for the purpose of the tender offer.
- F.2.13.5** Seal the original and each copy of the tender offer as separate packages marking the packages as "ORIGINAL" and "COPY". Each package shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.
- F2.13.6** Where a two-envelope system is required in terms of the tender data, place and seal the returnable documents listed in the tender data in an envelope marked "financial proposal" and place the remaining returnable documents in an envelope marked "technical proposal". Each envelope shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.
- F2.13.7** Seal the original tender offer and copy packages together in an outer package that states on the outside only the employer's address and identification details as stated in the tender data.
- F2.13.8** Accept that the employer shall not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.
- F2.13.9** Accept that tender offers submitted by facsimile or e-mail will be rejected by the employer, unless stated otherwise in the tender data.
- F2.14 Information and data to be completed in all respects**
- Accept that tender offers, which do not provide all the data or information requested completely and, in the form, required, may be regarded by the employer as non-responsive.
- F2.15 Closing time**
- F2.15.1** Ensure that the employer receives the tender offer at the address specified in the tender data not later than the closing time stated in the tender data. Accept that proof of posting shall not be accepted as proof of delivery.
- F2.15.2** Accept that, if the employer extends the closing time stated in the tender data for any reason, the requirements of these conditions of tender apply equally to the extended deadline.
- F2.16 Tender offer validity**
- F2.16.1** Hold the tender offer(s) valid for acceptance by the employer at any time during the validity period stated in the tender data after the closing time stated in the tender data.
- F2.16.2** If requested by the employer, consider extending the validity period stated in the tender data for an agreed additional period with or without any conditions attached to such extension.
- F2.16.3** Accept that a tender submission that has been submitted to the employer may only be withdrawn or substituted by giving the employer's agent written notice before the closing time for tenders that a tender is to be withdrawn or substituted.

F2.16.4 Where a tender submission is to be substituted, submit a substitute tender in accordance with the requirements of F2.13 with packages clearly marked as “SUBSTITUTE”.

F2.17 Clarification of tender offer after submission

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

Note: Sub-clause F2.17 does not preclude the negotiation of the final terms of the contract with a preferred tenderer following a competitive selection process, should the Employer elect to do so.

F2.18 Provide other material

F2.18.1 Provide, on request by the employer, any other material that has a bearing on the tender offer, the tenderer’s commercial position (including notarized joint venture agreements), preferencing arrangements, or samples of materials, considered necessary by the employer for the purpose of a full and fair risk assessment. Should the tenderer not provide the material, or a satisfactory reason as to why it cannot be provided by the time for submission stated in the employer’s request, the employer may regard the tender offer as non-responsive.

F2.18.2 Dispose of samples of materials provided for evaluation by the employer, where required.

F2.19 Inspections, tests and analysis

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

F2.20 Submit securities, bonds, policies, etc.

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

F2.21 Check final draft

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

F2.22 Return of other tender documents

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

F2.23 Certificates

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

F3 THE EMPLOYER’S UNDERTAKINGS

F3.1 Respond to requests from the tenderer

F3.1.1 Unless otherwise stated in the tender data, respond to a request for clarification received up to five working days before the tender closing time stated in the Tender Data and notify all tenderers who drew procurement documents.

F3.1.2 Consider any request to make a material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used to pre-qualify a tenderer to submit a tender offer in terms of a previous procurement process and deny any such request if as a consequence:

- a) an individual firm, or joint venture as a whole, or any individual member of the joint venture fails to meet any of the collective or individual qualifying requirements;
- b) the new partners to a joint venture were not pre-qualified in the first instance, either as individual firms or as another joint venture; or
- c) in the opinion of the Employer, acceptance of the material change would compromise the outcome of the prequalification process.

F3.2 Issue Addenda

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

F3.3 Return late tender offers

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

F3.4 Opening of tender submissions

F3.4.1 Unless the two-envelope system is to be followed, open valid tender submissions in the presence of tenderers' agents who choose to attend at the time and place stated in the tender data. Tender submissions for which acceptable reasons for withdrawal have been submitted will not be opened.

F3.4.2 Announce at the meeting held immediately after the opening of tender submissions, at a venue indicated in the tender data, the name of each tenderer whose tender offer is opened and, where applicable, the total of his/her prices, preferences claimed and time for completion, if any, for the main tender offer only.

F3.4.3 Make available the record outlined in F3.4.2 to all interested persons upon request.

F.3.5 Two-envelope system

F3.5.1 Where stated in the tender data that a two-envelope system is to be followed, open only the technical proposal of valid tenders in the presence of tenderers' agents who choose to attend at the time and place stated in the tender data and announce the name of each tenderer whose technical proposal is opened.

F3.5.2 Evaluate the quality of the technical proposals offered by tenderers, then advise tenderers who remain in contention for the award of the contract of the time and place when the financial proposals will be opened. Open only the financial proposals of tenderers, who score in the quality evaluation more than the minimum number of points for quality stated in the tender data, and announce the score obtained for the technical proposals and the total price and any preferences claimed. Return unopened financial proposals to tenderers whose technical proposals failed to achieve the minimum number of points for quality.

F3.6 Non-disclosure

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

F3.7 Grounds for rejection and disqualification

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

F3.8 Test for responsiveness

F3.8.1 Determine, after opening and before detailed evaluation, whether each tender offer properly received:

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

F3.8.2 A responsive tender is one that conforms to all the terms, conditions, and specifications of the tender documents without material deviation or qualification. A material deviation or qualification is one which, in the Employer's opinion, would:

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

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

F3.9 Arithmetical errors, omissions or discrepancies

F3.9.1 Check responsive tenders for discrepancies between amounts in words and amounts in figures. Where there is discrepancy between the amounts in figures and the amount in words, the amount in words shall govern.

F3.9.2 Check the highest ranked tender or tenderer with the highest number of tender evaluation points after the evaluation of tender offers in accordance with F3.11 for:

- a) the gross misplacement of the decimal point in any unit rate;
- b) omissions made in completing the pricing schedule or bills of quantities; or
- c) arithmetic errors in:
 - i) line-item totals resulting from the product of a unit rate and a quantity in bills of quantities or schedules of prices; or
 - ii) the summation of the prices.

F3.9.3 Notify the tenderer of all errors or omissions that are identified in the tender offer and either confirm the tender offer as tendered or accept the corrected total of prices.

F3.9.4 Where the tenderer elects to confirm the tender offer as tendered, correct the errors as follows:

- a) If bills of quantities or pricing schedules apply and there is an error in the line-item total resulting from the product of the unit rate and the quantity, the line-item total shall govern and the rate shall be corrected.
- b) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern and the tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices.

F3.10 Clarification of a tender offer

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

F3.11 Evaluation of tender offers

F3.11.1 General

Appoint an evaluation of not less than three persons. Reduce each responsive tender offer to a comparative offer and evaluate them using the tender evaluation methods and associated evaluation criteria and weightings that are specified in the tender data.

F3.11.2 Method 1: Financial offer

In the case of a financial offer:

- a) Rank tender offers from the most favourable to the least favourable comparative offer.
- b) Recommend the highest ranked tenderer for the award of the contract, unless there are compelling and justifiable reasons not to do so.
- c) Re-rank all tenderers should there be compelling and justifiable reasons not to recommend the highest ranked tenderer and recommend the highest ranked tenderer, unless there are compelling and justifiable reasons not to do so and the process set out in the subclause is repeated.

F3.11.3 Decimal places

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

F3.11.4 Scoring Financial Offers

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

$$\begin{array}{ccc} \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\ \\ P_s = 80 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right) & & P_s = 90 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right) \\ & \mathbf{or} & \end{array}$$

Where:

P_s = Points scored for comparative price of bid under consideration

P_t = Comparative price of bid under consideration

P_{min} = Comparative price of lowest acceptable bid

F3.11 Scoring preferences

Confirm that tenderers are eligible for the preferences claimed in accordance with the provisions of the tender data and reject all claims for preferences where tenderers are not eligible for such preferences. Calculate the total number of tender evaluation points for preferences claimed in accordance with the provisions of the tender data.

F3.12 Insurance provided by the employer

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

F3.13 Acceptance of tender offer

Accept the tender offer, if in the opinion of the employer, it does not present any unacceptable commercial risk and only if the tenderer;

- a) is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement,
- b) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract,
- c) has the legal capacity to enter into the contract,
- d) is not insolvent, in receivership, bankrupt or being wound up, has his/her affairs administered

- by a court or a judicial officer, has suspended his/her business activities, or is subject to legal proceedings in respect of any of the foregoing,
- e) complies with the legal requirements, if any, stated in the tender data, and
 - f) is able, in the opinion of the employer, to perform the contract free of conflicts of interest.

F3.14 Prepare contract documents

If necessary, revise documents that shall form part of the contract and that were issued by the employer as part of the tender documents to take account of;

- a) addenda issued during the tender period,
- b) inclusion of some of the returnable documents, and
- c) other revisions agreed between the employer and the successful tenderer.

F3.15 Complete adjudicator's contract

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

F3.16 Notice to unsuccessful tenderers

F3.16.1 Notify the successful tenderer of the employer's acceptance of his/her tender offer by completing and returning one copy of the form of offer and acceptance before the expiry of the validity period stated in the tender data or agreed additional period.

F3.16.2 After the successful tenderer has been notified of the employer's acceptance of the tender, notify other tenderers that their tender offers have not been accepted.

F3.17 Provide copies of the contracts

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

F3.18 Provide written reasons for actions taken

Provide upon request written reasons to tenderers for any action that is taken in applying these conditions of tender but withhold information which is not in the public interest to be divulged, which is considered to prejudice the legitimate commercial interests of tenderers or might prejudice fair competition between tenderers.

T2 Returnable Documents

T2.1 List of Returnable Documents

T.2.2 Returnable Schedules

The Tenderer must complete the following returnable documents:

1 Returnable documents required for tender evaluation purposes only:

| REF | DESCRIPTION |
|----------------|--|
| MBD1 | Bidder's questionnaire |
| MBD 4 | Declaration of Interest |
| MBD 6.1 | Preference Points Claim Form in Terms of the Preferential Procurement Regulation 2022 |
| MBD 7.2 | Contract form - rendering of services |
| MBD 8 | Declaration Of Bidder's Past Supply Chain Management Practices |
| MBD 9 | Certificate of Independent Bid Determination |
| A. | Record of Addenda to Tender Documents |
| B. | Certificate of Authority of an Entity |
| C. | Registration Certificates of an Entity |
| D. | Affidavit of Good Standing |
| E. | Banking Details |
| E.1 | Declaration of Financial Capacity |
| F. | Schedule of Tenderer's Experience |
| G. | Curriculum Vitae Format of Key Personnel |
| H. | Amendments, Qualifications and Alternatives |
| I. | Tax Clearance Certificate |
| J. | Declaration of Payment of Municipal Services |
| J.1 | Affidavit of Tenderer that does not have a municipal rates account but is working from a residential address |
| J.2. | Declaration of Tenderer who does not have a municipal rates account but is renting or leasing an office |
| K. | National Treasury Central Supplier Database |
| L. | Declaration of solvency or liquidity |
| M. | A certified copy of registration with the Attorney's Fidelity Fund (Fidelity Fund Certificate) |
| N. | A certified copy of the Certificate of good standing with the Law Society of South Africa |
| O. | A company profile |

BIDDER'S QUESTIONNAIRE

**PART A
INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE ZULULAND DISTRICT MUNICIPALITY

| | | | | | |
|-------------|---|---------------|--------------|---------------|-------|
| BID NUMBER: | ZDM014/2025-2026 | CLOSING DATE: | 22 JUNE 2026 | CLOSING TIME: | 12H00 |
| DESCRIPTION | PANEL OF SERVICE PROVIDERS FOR THE PROVISION OF LEGAL SERVICES FOR A PERIOD OF THIRTY-SIX (36) MONTHS | | | | |

THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).

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

ZULULAND DISTRICT MUNICIPALITY

LOT B-400 UGAGANE STREET

ULUNDI

3838

SUPPLIER INFORMATION

| | | | | | |
|--|------------------------------|-----------------------------|---|------------------------------|-----------------------------|
| NAME OF BIDDER | | | | | |
| POSTAL ADDRESS | | | | | |
| STREET ADDRESS | | | | | |
| TELEPHONE NUMBER | CODE | | NUMBER | | |
| CELLPHONE NUMBER | | | | | |
| FACSIMILE NUMBER | CODE | | NUMBER | | |
| E-MAIL ADDRESS | | | | | |
| VAT REGISTRATION NUMBER | | | | | |
| TAX COMPLIANCE STATUS | TCS PIN: | | OR | CSD No: | |
| ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED? | <input type="checkbox"/> Yes | <input type="checkbox"/> No | ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED? | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| | [IF YES ENCLOSE PROOF] | | | [IF YES, ANSWER PART B:3] | |
| TOTAL NUMBER OF ITEMS OFFERED | | | TOTAL BID PRICE | R | |
| SIGNATURE OF BIDDER | | | DATE | | |
| CAPACITY UNDER WHICH THIS BID IS SIGNED | | | | | |

| BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO: | | TECHNICAL INFORMATION MAY BE DIRECTED TO: | |
|--|-----------------------|--|----------------------------|
| DEPARTMENT | SCM | CONTACT PERSON | SIBUSISIWE SHELEMBE |
| CONTACT PERSON | THEMBINKOSI ZULU | TELEPHONE NUMBER | 035 874 5610 |
| TELEPHONE NUMBER | 035 874 5500 | FACSIMILE NUMBER | |
| FACSIMILE NUMBER | | E-MAIL ADDRESS | snshelembe@zululand.org.za |
| E-MAIL ADDRESS | tzulu@zululand.org.za | | |

PART B TERMS AND CONDITIONS FOR BIDDING

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

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

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

DATE:

DECLARATION OF INTEREST

- 1. No bid will be accepted from persons in the service of the state¹.
- 2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority.

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

- 3.1 Full Name of bidder or his or her representative:.....
- 3.2 Identity Number:
- 3.3 Position occupied in the Company (director, trustee, hareholder²):.....
- 3.4 Company Registration Number:
- 3.5 Tax Reference Number:.....
- 3.6 VAT Registration Number:
- 3.7 The names of all directors / trustees / shareholders members, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below.

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

3.8.1 If yes, furnish particulars.
.....

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

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

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

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

3.9.1 If yes, furnish particulars.....
.....

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

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

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

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

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

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

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

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

3.14 Do you or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company have any interest in any other 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.

| Full Name | Identity Number | State Employee Number |
|-----------|-----------------|-----------------------|
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |

.....
Signature

.....
Date

.....
Capacity

.....
Name of Bidder

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

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

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

1. GENERAL CONDITIONS

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

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

1.2 To be completed by the organ of state

(delete whichever is not applicable for this tender).

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

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

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

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

| | POINTS |
|--|------------|
| PRICE | 80 |
| SPECIFIC GOALS | 20 |
| Total points for Price and SPECIFIC GOALS | 100 |

- 1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.
- 1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

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

Where

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

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

| No. | The specific goals allocated points in terms of this tender | Number of points allocated (80/20 system) (To be completed by the organ of state) | Number of points claimed (80/20 system) (To be completed by the tenderer) | Verification Method |
|-----|---|---|---|--|
| 1. | Locality (within Zululand District Municipality). | 16 | | Proof of municipal accounts/ proof of residence signed by ward councilor (for those residing in rural areas)/ lease agreement. |
| 2. | Director/ owner with disability. | 1 | | Medical certificate. |
| 3. | Director/ owner with black women. | 1 | | CSD report/ CK document. |
| 4. | Director/ owner with youth. | 2 | | CSD report/ CK document |
| 5. | Non-compliant contributor. | 0 | | |

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

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

| | |
|---|----------------------------------|
| SIGNATURE(S) OF TENDERER(S) | |
| SURNAME AND NAME: | |
| 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 remains binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid.

2. The following documents shall be deemed to form and be read and construed as part of this agreement:

- Bidding documents;
- Invitation to bid;
- Tax clearance certificate;
- Filled in task directive/proposal;
- Preference claims for PPPFA of Contribution in terms of the Preferential Procurement Regulations 2022;
- Declaration of interest;
- Declaration of Bidder’s past SCM practices;
- Certificate of Independent Bid Determination;
- Special Conditions of Contract;
- General Conditions of Contract; and
- 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.

2. 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.

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

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

NAME (PRINT):

CAPACITY:

SIGNATURE:

NAME OF FIRM:

DATE:

| |
|------------------|
| WITNESSES |
| 1..... |
| 2..... |
| DATE: |

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES (MBD 8)

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

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

| Item | Question | Yes | No |
|-------|--|---------------------------------|--------------------------------|
| 4.1 | <p>Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector?</p> <p>(Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).</p> <p>The Database of Restricted Suppliers now resides on the National Treasury's website(www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.</p> | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 4.1.1 | If so, furnish particulars: | | |
| 4.2 | <p>Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?</p> <p>The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.</p> | Yes | No |
| 4.2.1 | If so, furnish particulars: | | |
| 4.3 | <p>Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?</p> | Yes | No |
| 4.3.1 | If so, furnish particulars: | | |

| Item | Question | Yes | No |
|-------|--|--------------------------|--------------------------|
| 4.4 | Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months? | <input type="checkbox"/> | <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? | <input type="checkbox"/> | <input type="checkbox"/> |
| 4.7.1 | If so, furnish particulars: | | |

CERTIFICATION

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

CERTIFICATE OF INDEPENDENT BID DETERMINATION

(MBD 9)

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

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

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

MBD9: CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

CONTRACT NO. ZDM014/2025-2026

in response to the invitation for the bid made by:

ZULULAND DISTRICT MUNICIPALITY

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

I certify, on behalf of: _____ that:
(Name of Bidder)

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

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

8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No. 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No. 12 of 2004 or any other applicable legislation.

SIGNATURE:
(of person authorised to sign on behalf of the Tenderer)

DATE:

A: RECORD OF ADDENDA TO TENDER DOCUMENTS

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

| ADD. No. | DATE | TITLE OR DETAILS |
|-------------|------|------------------|
| 1 | | |
| 2 | | |
| 3 | | |
| 4 | | |
| 5 | | |

SIGNATURE:
(of person authorised to sign on behalf of the Tenderer)

DATE:

B: CERTIFICATE OF AUTHORITY OF AN ENTITY

Indicate the status of the tenderer by ticking the appropriate box hereunder. The tenderer must complete the certificate set out below for the relevant category.

| (I) Company | (II) Close Corporation | (III) Partnership | (IV) Joint Venture | (V) Sole Proprietor |
|----------------|------------------------------|----------------------|-----------------------|------------------------|
| | | | | |

(I) CERTIFICATE FOR COMPANY

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

Signature of Chairman:

Signature of Signatory:

As Witnesses:

1..... Name in Block Letters.....

2..... Name in Block Letters.....

Date:

(II) CERTIFICATE FOR CLOSE CORPORATION

We, the undersigned, being the key members in the business trading as
.....hereby authorise Mr/Ms.....
acting in the capacity of, to sign all documents
in connection with the tender for Contract No and any contract resulting from it
on our behalf.

Signature of Signatory:

As Witnesses:

1..... Name in Block Letters.....

2..... Name in Block Letters.....

Date:

| NAME | ADDRESS | SIGNATURE | DATE |
|------|---------|-----------|------|
| | | | |
| | | | |
| | | | |
| | | | |

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

(III) CERTIFICATE FOR PARTNERSHIP

We, the undersigned, being the key members in the business trading as
.....hereby authorise Mr/Ms.....
acting in the capacity of, to sign all documents
in connection with the tender for Contract No and any contract resulting from it
on our behalf.

Signature of Signatory:

As Witnesses:

1..... Name in Block Letters.....

2..... Name in Block Letters.....

Date:

| NAME | ADDRESS | SIGNATURE | DATE |
|------|---------|-----------|------|
| | | | |
| | | | |
| | | | |
| | | | |

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

(IV) CERTIFICATE FOR JOINT VENTURE

We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorize

Mr/Ms....., authorized signatory of the company,

.....acting in the capacity of lead partner, to sign all documents in

connection with the tender offer for Contract Noand any contract resulting from it on our behalf.

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

Signature of Signatory:

As Witnesses:

1..... Name in Block Letters.....

2..... Name in Block Letters.....

Date:

| NAME OF FIRM | ADDRESS | AUTHORISING SIGNATURE, NAME AND CAPACITY |
|--------------|---------|--|
| Lead partner | | |
| | | |
| | | |

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

(V) CERTIFICATE FOR SOLE PROPRIETOR

I....., hereby confirm that I am the sole owner of the
business trading as:

Signature of Sole owner:

As Witnesses:

1..... Name in Block Letters.....

2..... Name in Block Letters.....

Date:

C: REGISTRATION CERTIFICATES OF AN ENTITY

ENTITY REGISTRATION:

[Important note to Tenderer: Registration Certificates for Companies, Close Corporations and Partnerships and ID documents for Sole Proprietors, must be inserted here. In the case of a Joint Venture, a copy of a duly signed Joint Venture Agreement clearly setting out the roles and responsibilities of the parties must be included with particular reference to the guarantees required in terms of the Contract Data. The Joint Venture Agreement must also clearly indicate how payment is to be affected to the entity and distributed to the parties].

| <u>Registered Name</u> | <u>Registration Number</u> |
|------------------------|----------------------------|
| | |

SIGNATURE:
(of person authorised to sign on behalf of the Tenderer)

DATE:

D: AFFIDAVIT OF GOOD STANDING THAT WILL BE INCORPORATED INTO THE CONTRACT

The Tenderer hereby certifies that neither it nor any of the principals of the enterprise is listed on the register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector. The Tenderer further certifies that none of its principals have ever been convicted of fraud.

DECLARATION *(to be signed in the presence of a Commissioner of Oaths)*

The undersigned, who warrants that he / she is duly authorised to do so on behalf of the firm, confirms that the contents of this Affidavit are within my personal knowledge, and save where stated otherwise to the best of my belief both true and correct.

Signature:

Duly authorized to sign on behalf:

Address:

.....

.....

Telephone:

Signed and sworn to before me at..... on

this theday ofby the Deponent, who

has acknowledged that he/she knows and understands the contents of this Affidavit, that its true and correct to the best of his/her knowledge and that he/she has no objection to taking the prescribed oath, and that the prescribed oath will be binding on his/her conscience.

Commissioner of oaths

NOTE: This affidavit comprises one (1) page all of which must be initialled by both the Deponent and the Commissioner of Oaths

E: BANKING DETAILS

Tenderers financial capacity to finance and undertake a contract of this nature will also be checked and consequently it is a requirement that the details below be provided.

| | | | | |
|--|----------------|--------------------------|---------|--------------|
| NAME OF TENDERER | | | | |
| NAME OF ACCOUNT HOLDER AT BANK | | | | |
| TYPE OF ACCOUNT (Please tick) | CURRENT/CHEQUE | <input type="checkbox"/> | SAVINGS | TRANSMISSION |
| BANK | | | | |
| BRANCH NAME | | | | |
| ACCOUNT NUMBER | | | | |
| BRANCH CODE | | | | |
| BANK TELEPHONE NO | | | | |
| BANK ADDRESS | | | | |
| | | | | |
| | | | | |
| NAME OF BANK MANAGER | | | | |
| TELEPHONE NUMBER | | | | |
| NO OF YEARS ABOVE ACCOUNT HAS BEEN WITH BANK | | | | |
| CREDIT FACILITIES AVAILABLE (State Amount) | | | | |

SIGNATURE:
(of person authorised to sign on behalf of the Tenderer)

DATE:

E1: DECLARATION OF FINANCIAL CAPACITY

The following particulars must be furnished in support of the preceding returnable to test financial capacity.

- No bid will be accepted from persons who cannot prove adequate financial capacity to execute the contract according to the specifications and scope of work and withing the stipulated timeframe.
- In order to prove financial capacity, the tenderer must attach the following:
 - a) A letter from the bank with bank stamp confirming that the tenderer has an active bank account.
 - b) Proof of bank account and letter of good standing with a credit rating.
 - c) If the tenderer is unable to demonstrate sufficient credit facility available, the tenderer must at least provide written undertaking/proof of guarantee or financial capacity from a reputable and accredited financial service provider/lender.

CERTIFICATION

I, THE UNDERSIGNED (NAME):

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

.....
SIGNATURE
(of person authorised to sign on behalf of the Tenderer)

.....
DATE

.....
POSITION

.....
NAME OF TENDERER

F: SCHEDULE OF THE TENDERER'S EXPERIENCE

Tenderers are to provide Appointment and References for **Three (3)** recent projects in providing legal services

The information provided here will be used to evaluate the Tenderer's eligibility to undertake the contract. It is important that the Tenderer ensure that sufficient and legible information is provided to enable the Employer to evaluate the criteria noted in the table in F.3.11.2.

| Name and Telephone Number of Client | Project | Details of service provided |
|--|----------------|------------------------------------|
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |

SIGNATURE:
(of person authorised to sign on behalf of the Tenderer)

DATE:

G: CURRICULUM VITAE FORMAT OF KEY PERSONNEL

The success of this project will largely depend on the ability of the **Director** to manage the effectiveness and completeness. The Tenderer must indicate who they intend using for this function and must list the incumbent's experience.

| | |
|--|-------------------------|
| Name: | Years with firm: |
| Qualifications: | |
| Legal Practice Council (LPC) No. | |
| <u>Employment Record:</u> | |
| | |
| | |
| | |
| | |
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| | |
| | |
| | |
| | |
| <u>Experience Record Pertinent to Required Service:</u> | |
| (Indicate no. of years' experience managing) | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |

SIGNATURE:
(of person authorised to sign on behalf of the Tenderer)

DATE:

H: AMENDMENTS, QUALIFICATIONS AND ALTERNATIVES

(This is not an invitation for amendments, deviations or alternatives but should the Tenderer desire to make any departures from the provisions of this contract he shall set out his/her proposals clearly hereunder. The Employer will not consider any amendment, alternative offers or discounts unless forms (a), (b) and (c) have been completed to the satisfaction of the Employer).

I / We herewith propose the amendments, alternatives and discounts as set out in the tables below:

(a) AMENDMENTS

| PAGE, CLAUSE OR ITEM NO | PROPOSED AMENDMENT |
|-------------------------|--------------------|
| | |
| | |
| | |
| | |
| | |
| | |
| | |

- Notes:** (1) Amendments to the General and Special Conditions of Contract are not acceptable;
- (2) The Tenderer must give full details of all the financial implications of the amendments and qualifications in a covering letter attached to his/her tender.

(b) ALTERNATIVES

| PROPOSED ALTERNATIVE | DESCRIPTION OF ALTERNATIVE |
|----------------------|----------------------------|
| | |
| | |
| | |
| | |
| | |

- Notes:** (1) Individual alternative items that do not justify an alternative tender, and an alternative offer for time for completion should be listed here.
- (2) In the case of a major alternative to any part of the work, a separate Bill of Quantities, programme, etc, and a detailed statement setting out the salient features of the proposed alternatives must accompany the tender.
- (3) Alternative tenders involving technical modifications to the design of the works and methods of construction shall be treated separately from the main tender offer.

I: TAX CLEARANCE CERTIFICATE

IMPORTANT NOTES:

1. The following is an abstract from the Preferential Procurement Regulations 2001 promulgated with the Preferential Policy Framework Act No 5 of 2000:

"Tax clearance certificate

16. No contract may be awarded to a person who has failed to submit an original Tax Clearance Certificate from the South African Revenue Service ("SARS") certifying the taxes of that person to be in order or that suitable arrangement have been made with SARS."

SARS has implemented a new Tax Compliance Status (TCS) system in terms of which a taxpayer is now able to authorise any 3rd party to verify its compliance status in one of two ways: either through the use of an electronic access PIN, or through the use of a Tax Clearance Certificate obtained from the new TCS system. Respondents are required to provide the following to ZDM in order to enable it to verify their tax compliance status:

Tax reference number: _____

Tax Clearance Certificate & TCC Number: _____ **and PIN:** _____

Each party to a Consortium/Joint Venture/Sub-contractors must complete a separate Tax Clearance Certificate information form.

TAX CLEARANCE CERTIFICATE

[Tax Clearance Certificate obtained from SARS to be attached to this page]

J: DECLARATION OF PAYMENT OF MUNICIPAL SERVICES

DECLARATION TO CERTIFY THAT:

THE TENDERER HAS NO UNDISPUTED COMMITMENTS FOR MUNICIPAL SERVICES TOWARDS A MUNICIPALITY OF WHICH PAYMENT IS OVERDUE FOR MORE THAN 30 DAYS.

DECLARATION

The undersigned, who warrants that he/she is duly authorized to do so on behalf of the firm, confirms that there are no undisputed commitments for municipal services towards a municipality of which payment is overdue for more than 30 days to my personal knowledge, and save where stated otherwise to the best of my belief both true and correct.

Signature:

Duly authorized to sign on behalf of:

Address:

.....

.....

Telephone:

Date:

Municipal rates statement must be attached to this page. Proof of payment may be attached only in the event that the Tenderer has recently paid the outstanding balance but it has not reflected on the municipality's records.

J1: AFFIDAVIT OF TENDERER THAT DOES NOT HAVE A MUNICIPAL RATES ACCOUNT BUT IS WORKING FROM A RESIDENTIAL ADDRESS

The purpose of this affidavit is to declare that the Tenderer is

- working from a residential address or
- any other means

to declare that neither it nor any of the principals of the enterprise has any existing municipal accounts in any municipal area in the republic of South Africa that have not been disclosed in this tender and that failure to disclose such will lead to disqualification or cancellation of the Tender.

DECLARATION *(to be signed in the presence of a Commissioner of Oaths)*

The undersigned, who warrants that he / she is duly authorized to do so on behalf of the firm, confirms that the contents of this Affidavit are within my personal knowledge, and save where stated otherwise to the best of my belief both true and correct.

Signature:

Duly authorized to sign on behalf:

Address:

.....

.....

Telephone:.....

Signed and sworn to before me at.....on

this theday ofby the Deponent, who

has acknowledged that he/she knows and understands the contents of this Affidavit, that its true and correct to the best of his/her knowledge and that he/she has no objection to taking the prescribed oath, and that the prescribed oath will be binding on his/her conscience.

Commissioner of oaths

NOTE: This affidavit comprises one (1) page all of which must be initiated by both the Deponent and the Commissioner of Oaths.

NOTE: A letter from a Councillor or Tribal Authority must be attached in support of the address disclosed above.

J2: DECLARATION OF TENDERER WHO DOES NOT HAVE A MUNICIPAL RATES ACCOUNT BUT IS RENTING OR LEASING AN OFFICE

This is a declaration that:

THE TENDERER DOES NOT HAVE A MUNICIPAL RATES ACCOUNT BUT IS LEASING OR RENTING OFFICE SPACE FROM A LANDLORD.

DECLARATION

The undersigned, who warrants that he/she is duly authorized to do so on behalf of the firm, confirms that the Tenderer does not have a municipal rates account but is leasing or renting office space from a Landlord.

Signature:

Duly authorized to sign on behalf of:

Lease Address:

.....

.....

Telephone:

Date:

NOTE: Lease Agreement to be attached to this page.

K: NATIONAL TREASURY'S CENTRAL SUPPLIER DATABASE

Tenderers are required to self-register on National Treasury's Central Supplier Database (CSD) which has been established to centrally administer supplier information for all organs of state and facilitate the verification of certain key supplier information. ZDM is required to ensure that price quotations are invited and accepted from prospective bidders listed on the CSD. Business may not be awarded to a Tenderer who has failed to register on the CSD. Only foreign suppliers with no local registered entity need not register on the CSD. The CSD can be accessed at <https://secure.csd.gov.za/>. Tenderers are required to provide the CSD summary form and the information below to ZDM in order to enable it to verify information on the CSD:

Supplier Number: _____ Unique registration reference number: _____.

L: DECLARATION OF SOLVENCY OR LIQUIDITY

The bid of any bidder may be rejected if that bidder, or any of its directors are:

- a. Under liquidation
- b. Sequestration
- c. Insolvency.

This Clause is applicable even after the bid is awarded.

We, the undersigned directors, declare that they are not under liquidation, sequestration or insolvent.

| No | Name of Director | ID number | Signature |
|----|------------------|-----------|-----------|
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➤ **DECLARATION OF SOLVENCY/ LIQUIDITY**

- All tenderers attention is drawn to this Form (declaration of Solvency or Liquidity of the tenderer).
- All tenderers are therefore required to complete It.
- Failure to complete the form or attempt to falsify or hide this information may render the tender non-responsive.

VOLUME 2: CONTRACT

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C.1.2 GENERAL CONDITIONS OF CONTRACT

The following General Conditions of Contract 2015 3rd Edition will apply to all contracts with the selected providers:

Introduction

This document outlines the general conditions that will govern the contract between Zululand District Municipality (hereinafter referred to as the "Municipality") and the appointed Law firm (hereinafter referred to as the "Law firm") for the provision of Legal services. Key Terms and Definitions:

DEFINITIONS For the purposes of this contract, the following terms are defined:

- "Contract" refers to the agreement between the Municipality and the Law firm, including all attached documents, terms, and conditions.
- "Law Firm" refers to the appointed firm or individual providing Legal Services.
- "Municipality" refers to the Zululand District Municipality.
- "Services" refers to the Legal services provided by the Law Firm as detailed in the Scope of Work.

SCOPE OF WORK The Law Firm shall perform the following services:

- Provide the Municipality with a range of Legal services as per request
- Represent the Municipality in court or other proceedings as per request
- Provide advice and opinion to the Municipality in relation to Legal services
- Conduct investigation as and when requested
- Assist the Municipality with debt recovery and drafting legal documents, etc.

PERFORMANCE STANDARDS AND REPORTING

- The Law Firm shall carry out all work with due care, skill, and diligence in accordance with professional standards.
- The Law Firm shall submit progress reports to the Municipality at regular intervals, as agreed in the tender document.
- The Law Firm shall attend meetings with the Municipality, as required, to discuss legal progress, issues, and findings.

Reporting and Communication

- Regular reporting as and when needed to the municipality is required, with clearly defined reporting intervals.
- Law Firm will need to communicate findings, recommendations, and potential risks or issues identified.

Conflict of Interest

- The service provider must declare any potential conflict of interest before entering into the contract.
- The municipality reserves the right to disqualify any service provider where a conflict of interest exists.

Termination Clause

- The contract may be terminated by either party under specific conditions, such as:
- Breach of contract.
- Failure to perform services.
- Mutual agreement between the municipality and the service provider.
- And or other lawful reasons.

PART 1 : DATA TO BE PROVIDED BY THE EMPLOYER

| | |
|---|--------------------------------|
| DATA BY EMPLOYER | |
| | |
| The name of the Employer is: | Zululand District Municipality |
| Communications by e-mail are preferred. | |
| The products will be delivered to the Zululand District Municipality Offices in Ulundi. | |
| The Service Provider may not release public or media statements or publish material related to the Service or Project without the Employers written permission. | |
| The final basic fee due to the Service Provider will be calculated according to the tendered rates as regulated by the Legal Practice Council (LPC) and services per item. | |
| The Service Provider is to commence the performance of the contract within 14 days of the contract award subject to there being no objections or as instructed and agreed by the Zululand District Municipality | |
| The contract award is subject to the signing of a service level agreement between the service provider and the Zululand District Municipality | |
| In the event that the parties fail to agree on a mediator, the mediator is nominated by: The Municipal Manager, Zululand District Municipality | |
| In the event that the parties fail to agree on an arbitrator, the arbitrator is nominated by: The Municipal Manager, Zululand District Municipality | |
| The interest rate will be prime interest rate of the Employers bank at the time that the amount is due. | |
| The address of Employer: | |
| <u>Physical:</u> | <u>Postal:</u> |
| B-400 Gagane street, B-North | Private Bag X 76 |
| ULUNDI, 3838 | ULUNDI, 3838 |
| Telephone No: (035) 874 5500 | |

C.1.3 SPECIAL CONDITIONS OF CONTRACT

PROTECTION OF PERSONAL INFORMATION ACT 4 of 2013

- The Service Provider and the appointed legal practitioners must maintain the confidentiality of all information obtained during the course of the legal services.
- Any data or documents provided by the Municipality must not be disclosed to third parties without prior written consent from the Municipality.
- Compliance with the Protection of Personal Information Act (POPIA) is mandatory.

LOBBYING AND CANVASSING

- No lobbying and canvassing by tenderers in any form to Municipal staff, for the purposes of influencing the evaluation process and awarding of the tender, will automatically disqualify the tenderer from the evaluation process and subsequent consideration.

PERFORMANCE MANAGEMENT:

- The performance of the Law Firm will be monitored on an ongoing basis by the Municipality's Legal Services.
- Failure to deliver the required services or non-compliance with Legal standards may result in the removal of the Law Firm from the panel and possible termination of the contract.

MONITORING

- The Municipality has the final prerogative to declare that all the services rendered by the Service Provider conform to the specifications of the contract in terms of quality and process.

COMMUNICATION

- The Municipality shall communicate with the Service Provider on an on-going basis about routine issues and to monitor the standard and quality of the service rendered.

Signature: *(of person authorized to sign the tender):*

Name: *(of signatory in capitals):*

Capacity: *(of Signatory):*

Name of Tenderer: *(organisation):*

C1.4 SCOPE OF WORK

Introduction

Zululand District Municipality (ZDM) is seeking to form a panel of qualified and experienced Law Firm to assist with providing Legal Services within the Municipality. The appointed Law Firm will be responsible for providing Legal Services to the Municipality.

Objectives

The overall objective is to:

- Enhance the governance framework of the municipality through independent and objective Legal Services.
- Provide assurance on the effectiveness of risk management, control, and governance processes.
- Support the municipality in achieving its strategic goals and compliance with applicable laws and regulations.

Scope of Work

The service providers on the panel will be required to provide the following services:

- Provide Municipality with a range of Legal services when requested
- Represent Municipality in court or required other proceedings
- Provide Advice and opinion to the Municipality in relation to Legal services
- Conduct investigation as and when requested
- Assist Municipality with debt recovery and drafting legal documents, etc.

Terms and Conditions

- ZDM reserves the right to cancel or amend the scope of work at its discretion.
- All services rendered will be subject to standard contractual terms and conditions.
- The service provider must ensure compliance with all applicable local, provincial, and national laws