

**JOE GQABI DISTRICT MUNICIPALITY**



**PROVISION OF LEGAL SERVICES FOR A PERIOD OF THREE YEARS TO THE JOE GQABI DISTRICT MUNICIPALITY: JGDM2024/25-008**

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**NAME OF BIDDER:**

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**CSD REGISTRATION NUMBER**

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**SARS PIN**

**TAX REFERENCE NUMBER:**

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**CLOSING DATE: 08 AUGUST 2025**

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**CLOSING TIME: 12:00 (NOON)**

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**PREPARED BY:**

**JOE GQABI DISTRICT MUNICIPALITY**

**Corner Cole & Graham Street**

**Barkly East**

**9786**

**Tel-045 979 3000**

**Fax-045 971 0251**

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## **INVITATION TO BID**

Tenders are hereby invited from suitably qualified and experienced Service Providers for the **PROVISION OF LEGAL SERVICES FOR A PERIOD OF THREE YEARS TO THE JOE GQABI DISTRICT MUNICIPALITY**

<b>BID NUMBER</b>	<b>NAME AND DESCRIPTION</b>	<b>CLOSING DATE</b>
<b>JGDM2024/25-008</b>	<b>PROVISION OF LEGAL SERVICES FOR A PERIOD OF THREE YEARS TO THE JOE GQABI DISTRICT MUNICIPALITY</b>	<b>08 AUGUST 2025</b>

Bid documents will be available from the [www.etenders.gov.za](http://www.etenders.gov.za) and the Joe Gqabi District Municipality website [www.jgdm.gov.za](http://www.jgdm.gov.za). Hard copies of the bid document will be made available from Joe Gqabi District Municipality SCM offices Corner of Cole and Graham Street Barkly East from **27 JUNE 2025** upon payment of a non-refundable fee of R 200.00 rand for each document (either in cash, EFT or direct bank deposit to ABSA, 2380000019) Please quote the company name and bid number as reference. Payments must be made at the Cashier's Office, which is situated at the ground floor, Cnr of Graham and Cole Streets, Barkly East between the hours of 08h00 and 15h00 prior to the collection of the bid documents. Proof of purchase must be attached to the original Tender Document. Direct e-Tender and Municipal website tender document downloads are for free.

Completed bid documents must be placed in a sealed envelope clearly marked "**PROVISION OF LEGAL SERVICES FOR A PERIOD OF THREE YEARS TO THE JOE GQABI DISTRICT MUNICIPALITY: JGDM2024/25-008**" must be placed in the formal Tender Box situated outside the Main Building – JOE GQABI DISTRICT MUNICIPALITY, Corner of Cole & Graham Streets, Barkly East before **closing time of 12H00(Noon) on 08 AUGUST 2025**. Thereafter, tenders will be opened in public. The submitted tenders shall remain valid for 120 days after the closing date. All tenders must be deposited in the tender box either by Bidders' representative or courier services, no municipal official will take responsibility to deposit any bidders' documents into the tender box situated at the address mentioned above.

**Briefing Session: None.**

### **EVALUATION CRITERIA**

The bids will be evaluated and adjudicated in terms of 80/20 Preference Point System prescribed by the Preferential Procurement Policy Framework Act No.5 of 2000, pertaining to Preferential Procurement Regulations 2022, as well as the Joe Gqabi District Municipality's Supply Chain Management Policy-80 points will account for Price and 20 points relating to Specific Goals. Additionally to bid document completeness check and compliance with any tender conditions and failure to comply will render the bid non-responsive. Bids will be subjected to functionality criteria and bids that scores less than 24 out of 43 points will be considered non-responsive.

It is a prerequisite that all prospective service providers who are not yet registered on the Central Supplier Database must be registered. The CSD registration can be done online via their website at <https://secure.csd.gov.za>

The Council reserves the right to extend the Tender Period and/or alter Conditions of Tender during the Tender Period at its own discretion.

Technical related enquiries should be directed to Mr S Mpoza by e-mail to [saziso@jgdm.gov.za](mailto:saziso@jgdm.gov.za) during normal office hours. (Between 08H00 to 16H30, Monday to Friday)- Tel: 045 979 3049 or Evaluation Criteria related enquiries should be directed to Mr. Thomas Maseko (SCM Manager) at Joe Gqabi District Municipality by email [masekot@jgdm.gov.za](mailto:masekot@jgdm.gov.za) during normal office hours. (Between 08H00 to 16H30, Monday to Friday) – Tel: 045 979 3160

**NB: NO BIDS FROM PERSONS IN THE SERVICE OF THE STATE WILL BE CONSIDERED FOR AWARD**

Issued by

Mr. M. P Nonjola  
Municipal Manager  
Joe Gqabi District Municipality

## **BIDDERS SHALL TAKE NOTE OF THE FOLLOWING BID CONDITIONS:**

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1. JGDM shall not do business with any person in the service of the state.
2. Bidders must be registered on National Treasury's Central Supplier Database (CSD).
3. The Joe Gqabi District Municipality Supply Chain Management Policy will apply.
4. The Joe Gqabi District Municipality does not bind itself to accept the lowest bid or any other bid and reserves the right to accept the whole or part of the bid and to award to more than one bidder.
5. The Joe Gqabi District Municipality reserves the right to appoint more than one service provider.
6. Bids which are late, incomplete, unsigned or submitted by facsimile or electronically, will not be accepted.
7. All pages must be signed where necessary.
8. The completed and signed bid document must be submitted as original.
9. Additional annexure(s) is / are accepted only if cross referencing has been done and the page signed.
10. Bids submitted are to hold good for a period of 120 days.
11. Maximum of 20 points will be awarded to tender for specific goals for the Tenderer. Points scored on specific goals will be added to the points scored for price.
12. SARS pin and Tax Reference Number to be declared in the bid (cover page of the bid document). In the case of a Trust, Joint Venture, or Consortium each party to a Trust / Joint Venture/Consortium should submit a separate Tax Clearance Certificate.
13. Bid documents must remain intact.
14. Attach a proof of company office address regarding claiming of points for locality component per specific goals (Municipal account not older than 90 days or Municipal Clearance certificate or lease agreement or proof of address and affidavit from village residents only) **FOR LOCAL MUNICIPALITY AND DISTRICT MUNICIPALITY.**
15. Use of Tippex AND erasable ink will render the bid non-responsive.
16. Declaration pages must be fully completed and signed.
17. Joint Ventures / consortiums must provide signed copies of such agreements and all other returnable documents for each partner to the Joint Venture.
18. Failure to complete and submit ALL required information will result in the bid being deemed non-responsive.

## **TERMS OF REFERENCE**

### **APPOINTMENT OF A SERVICE PROVIDER TO OFFER LEGAL SERVICE SUPPORT TO JOE GQABI DISTRICT MUNICIPALITY**

#### **A. PURPOSE**

The Joe Gqabi District Municipality seeks to appoint a suitably experienced firm/joint venture or consortium with a sound legal support for a period of thirty-six (36) months.

The Joe Gqabi District Municipality (JGDM) from time to time requires legal services for litigation and other legal related matters. The legal matters are sensitive in nature and protection of such information is of paramount importance. The appointed service provider will be subjected to the signing of an oath of secrecy.

#### **B. QUALIFICATION AND EXPERIENCE**

Interested bidders must be admitted attorneys and be registered with the Legal Practice Council. Bidders must indicate a list of recent related services that it has offered within the last five (05) years (i.e. from 2020). The list provided must have contact numbers to enable verification of the task claimed to have been completed.

#### **C. CATEGORIES OF SPECIALIZATION**

- a) Property law, Conveyancing and Notarial Work
- b) Litigation
- c) Land eviction
- d) Insurance law
- e) Collection and Debt management
- f) Labour law
- g) Procurement Law
- h) Contract law
- i) Tax law
- j) Trust law
- k) Deceased estates
- l) Insolvency matters
- m) Alternative Dispute Resolution
- n) Communication and Technology
- o) Broadcasting law
- p) Environmental law

- q) Water law
- r) Intellectual property law
- s) Competition law
- t) Public law
- u) Any other area of law that the Municipality might require legal support on

## **D. SCOPE OF WORK AND DELIVERABLES**

The appointed legal service provider will support the Municipality by offering expert legal advice, drafting, representation and guidance on a wide range of matters. Services will be called upon as and when needed and must be delivered timeously and professionally, in line with public law standards and the unique context of local government.

### **1. Legal Advice and Support**

The Service Provider will be expected to assist the Municipality by:

- a) Providing clear, written legal opinions on matters related to municipal law, governance and administration;
- b) Offering advice on how to comply with national legislation and constitutional obligations;
- c) Interpreting laws and regulations that affect municipal functions and services;
- d) Reviewing municipal policies, by-laws and internal procedures to ensure legal compliance; and
- e) Advising on labour, procurement and good governance practices within a municipal environment.

### **2. Contracts and Commercial Matters**

The Service Provider will support the Municipality with:

- Reviewing contracts, including service level agreements and Memorandum of Understanding (MOU's);
- Advising on contractual risks, breaches, cancellation clauses and ways to resolve disputes; and
- Assisting in negotiations or procurement processes and ensuring all transactions meet legal and regulatory requirements.

### **3. Litigation and Dispute Resolution**

When disputes arise, the Service Provider may be required to:

- a) Represent the Municipality in court or before statutory bodies in civil, labour or administrative matters;

- b) Prepare and file legal documents such as pleadings, affidavits and arguments;
- c) Provide advice on whether litigation is viable or recommend alternative dispute resolution methods;
- d) Brief counsel (with prior approval from the relevant Municipal authority) where specialist advocacy is required; and
- e) Attend court, arbitration, mediation or tribunal hearings as necessary.

#### **4. Labour Law and Employee Relations**

The Service Provider will also offer legal support on employment matters, including:

- a) Advising on employee contracts, dismissals, grievances and disciplinary actions;
- b) Representing the Municipality in labour disputes, including before the Labour Court, Labour Appeal Court and Constitutional Court; and
- c) Assisting in drafting or reviewing employment equity plans and ensuring compliance with labour laws.

#### **5. Governance, Oversight and Compliance**

Support may also be required in areas of municipal oversight and governance, such as:

- a) Clarifying the roles and powers of council structures and officials;
- b) Assisting with issues relating to the Municipal Finance Management Act 56 of 2003 (MFMA), including matters involving irregular or wasteful expenditure;
- c) Offering legal input on decisions taken by Council and its committees.

#### **6. Additional Legal Services**

As part of broader support, the Service Provider may also be instructed to:

- a) Advise on property, environmental, water, land use and expropriation issues;
- b) Provide input on public-private partnerships, grants and agreements between different spheres of government;
- c) Assist with the drafting or amendment of municipal by-laws; and
- d) Offer any other legal services that may be reasonably required from time to time.

#### **7. Deliverables**

Depending on the nature of the work, the Service Provider will be expected to produce the following:

- a) Formal legal opinions and advisory memoranda;
- b) Reviewed and signed-off contracts, agreements or other legal documents;

- c) Drafts of pleadings, notices or other court or tribunal documents;
- d) Monthly progress or activity reports (where applicable); and
- e) Proof of filings or submissions to courts, tribunals or regulatory authorities (where applicable).

**E. MONITORING AND REPORTING**

Report on the project should be forwarded to the municipality on a monthly basis via Manager: Legal Services. That includes correspondence with the defending side must be forwarded to the municipality’s legal section as and when they become available to the contracted service provider. Instructions will be issued to a contracted service provider each time a service is required, based on the available budget. The Municipality undertakes to effect payment within 30 days from the date of receiving a valid and original invoice aligned with satisfactory performance on the work done. Dispute arising from bidder’s performance will be addressed in line with the General Conditions of Contract (GCC).

**F. RETURNABLE DOCUMENTS**

- a) Provide certified copy of admission as an Attorney of Project Leader
- b) Valid Certificate of Good Standing
- c) Valid Fidelity Fund certificate

**PRICING SCHEDULE**  
**(Professional Services)**

SERVICE	BASE	RATES		
		YEAR 1	YEAR 2	YEAR 3
Director	Per Hour			
Associate	Per Hour			
Candidate Attorney	Per Hour			
Consultation	Per Hour			
Perusal of papers	Per Folio			
Contract Vetting	Per Folio			
Drafting of letters	Per Folio			
General Advice	Per Hour			
Legal Opinion	Per Document			
Conveyancing Activities	Per Hour			
Court Attendances Civil Matters	Per Hour			
Court Attendances Labour Matters	Per Hour			
Drafting of Summons, Pleadings, Affidavits, Notices, Heads of Arguments	Per Document			

By-Law Drafting	Per By-Law			
By-Law Vetting	Per By-Law			
Copies	Per Folio			
Telephone	Per Minute			
Emails	Per Folio			
<b>SUB TOTAL</b>				
<b>VAT @ 15%</b>				
<b>TOTAL Inclusive of VAT</b>				
<b>Grand Total Y1+Y2+Y3</b>				

- The above pricing is subject to an annual 5% increase for the duration of the Contract;
- Escalation will be effective from month (13) and (25) of the contract;
- Litigation Costs in respect of this Contract will be charged at "Attorney and Client" rates; and
- Travel Claims shall be based on Department of Transport Rates.
- **\*NB\* FAILURE TO COMPLETE THE PRICING SCHEDULE SHALL RENDER THE BID NON-RESPONSIVE**

### **EVALUATION CRITERIA**

The bids will be evaluated on the basis on the Preferential Procurement Policy Framework Act (Act No.5, 2000), and the regulations pertaining thereto (2022), as well as the Joe Gqabi District Municipality's Supply Chain Management Policy 80/20 preference point system will be used.

<b>CRITERIA</b>	<b>EVIDENCE REQUIRED</b>	<b>MINIMUM ALLOWABLE POINTS</b>	<b>MAXIMUM POINTS</b>
<b>COMPANY EXPERIENCE</b>			
<b>(i) Number of projects of the Firm in the Legal industry</b>	<p>➤ <b>CAPACITY ASSESSMENT</b></p> <p>Attach copies of the following:</p> <p>a. Appointment letters on legal services provided to the public sector within the last three years.</p>		
>6 projects      18 points			
3 projects        9 points			
<3 projects      0 points			
	<b>AND</b>	<b>9</b>	<b>18</b>

	<p style="text-align: center;">➤ PERFORMANCE ASSESSMENT</p> <p>b. Signed and Stamped Corresponding JGDM Reference Form (attached in the tender document) from previous clients for each Appointment letter on legal services provided</p>		
<b>QUALIFICATION AND EXPERIENCE OF PROJECT LEADER</b>			
<b>(ii) Minimum qualifications of the Project Leader</b>	Attach certified copy of LLB Degree or B.PROC certificate of Project Leader	<b>10</b>	<b>10</b>
LLB Degree or B. Proc 10 points			
No LLB Degree or B. Proc 0 points			
<b>(iii) Number of years post admission in practice as an Attorney</b>	Proof of Admission (Admission Certificate) and Copy of CV of Attorney	<b>5</b>	<b>15</b>
>11 years 15 points			
6 – 10 years 10 points			
1 – 5 years 5 points			
<b>Total points</b>		<b>24</b>	<b>43</b>

- ***Bidders must obtain minimum of 24 out of 43 points to qualify for the evaluation of price and preference points.***
- ***Bidders must obtain minimum required points for each sub-criterion.***

**Price and Specific goals**

Price : 80  
 Specific Goals: 20

**Specific Goals**

**Maximum points of 20 points will be awarded to tenderer for the specific goals for the tenderer; points scored on specific goals will be added to the points scored for price. Bidders are required to**

submit evidence as requested below to be able to be awarded points. Failure to submit evidence as required will result on bidders not being awarded points.

Specific Goals	Points	Points Claimed  (Bidders must claim points)	Evidence required
<b>1.HDI</b>			
1.1 51 % owned by Black	4		Attach copy of Identity documents of Directors, Central Supplier database form (CSD) and Company Registration Documents.
1.2 51 % owned by Women	2		
1.3 51 % owned by Youth	2		
1.4 51 % owned by Disable	2		
<b>2.Locality</b>			
Within the boundaries of the Joe Gqabi District Municipality (JGDM)	10		Attach a proof of company office address (Municipal account not older than 90 days or Municipal Clearance certificate or lease agreement or proof of address and affidavit from village residents only).
Within the boundaries of the Eastern Cape but outside JGDM	5		
Outside of the boundaries of the Eastern Cape	0		
<b>Total</b>	<b>20</b>		

**NB: Failure to submit evidence as required will result on bidders not being awarded points.**

**GENERAL CONDITIONS**

General conditions of the contract will apply in this bid.

**DURATION**

3 years

**VALIDITY OF THE BID**

120 days validity period

## **ENQUIRIES**

For any technical enquiries in terms of the specification, contact Mr S Mpoza on 045 979 3049, email [saziso@jgdm.gov.za](mailto:saziso@jgdm.gov.za)

For any evaluation related enquiries, contact Mr T Maseko 045 979 3160, email [masekot@jgdm.gov.za](mailto:masekot@jgdm.gov.za) OR Ms L Moyikwa email [moyikwal@jgdm.gov.za](mailto:moyikwal@jgdm.gov.za)

## **RECEIPT, CLOSING DATE AND OPENING OF THE BID PROPOSALS**

Completed tender documents must be placed in a sealed envelope clearly marked “**PROVISION OF LEGAL SERVICES FOR A PERIOD OF THREE YEARS TO THE JOE GQABI DISTRICT MUNICIPALITY: JGDM2024/25-008**”. These must be deposited in the Tender Box of Joe Gqabi District Municipality, situated outside the front entrance of Main Offices Building, at Corner of Cole and Graham Streets, Barkly East not later than 12H00 (Noon) on the **08 AUGUST 2025**.

## **SUPPLY CHAIN MANAGEMENT POLICY PREREQUISITES**

The Joe Gqabi District Municipality [JGDM] has identified a general set of prerequisites for procurement. Bids will not be considered should the prerequisites not be met.

### **1.1 GENERAL PREREQUISITES**

#### **Introduction**

This Section covers a general set of prerequisites that have been identified for supply chain management by the JGDM. All Bidders must submit the information requested below. Pro-forma data sheets can be found in the Annexures. Bidders will not be considered should the prerequisites not be met.

#### **Criteria**

- a) Proof of company registration and/or any other form of legal standing must be submitted by all bidders and the company composition form must be completed. See **Annexure “E”**.
- b) The Declaration of Interest form must be completed.
- c) The bid document must be completed in all respects in black ink.
- d) Bids must be submitted on original bid documents.
- e) Bid documents must remain intact and no portion may be detached.

#### **Joint Ventures**

- f) A joint venture that is awarded a contract with JGDM must be registered as a separate company with the Registrar of Businesses.
- g) The joint venture must be registered with South African Revenue Services.
- h) A separate bank account must be in place for the joint venture.

Clauses (f) and (h) will only be applicable after the awarding of the contract to the successful bidder.

**JOE GQABI DISTRICT MUNICIPALITY**

**REFERENCE FORM OF BIDDER**

**ASSESSMENT OF BIDDERS PERFORMANCE BY INDEPENDENT REFERENCE**

(This must be sent by the bidder to the references listed in the Experience of Tenderer schedule. All assessment forms must be attached to the tender submission.)

<b>Name of Bidder</b>	
<b>Contract /Tender Number (If Applicable)</b>	
<b>Value of Contract</b>	R
<b>Date of commencement</b>	
<b>Contract Duration</b>	
<b>Contract Completion Date</b>	

<b>YOUR ASSESSMENT OF THE SERVICE PROVIDER'S PERFORMANCE IN THE FOLLOWING AREA</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>
Please tick one of the blocks on the right hand side, 1=Poor, 5=Excellent					
<b>Turn-around times</b>					
<b>Quality of feedback</b>					
<b>Accessibility and availability</b>					
<b>Reliability</b>					
<b>Customer satisfaction</b>					
<b>1=Poor; 2=Unsatisfactory; 3= Average; 4=Good; 5=Excellent</b>					

<b>COMMENTS</b>

<b>Name of person Completing this assessment form</b>	
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Designation (Only Director or relevant representative may sign this form)	
Representing Firm	
Telephone number	
Email Address	
Date of Assessment	

OFFICIAL COMPANY STAMP AND SIGNATURE OF OFFICIAL RESPONSIBLE FOR COMPLETING ASSESSMENT FORM	CLIENT'S COMPANY STAMP
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## **GENERAL CONDITIONS OF BID**

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### **1. INTERPRETATION**

The word "Bidder" in these conditions shall mean and include any firm of Contractors or any company or body incorporated or unincorporated.

The word "Municipality" in these conditions shall mean the Joe Gqabi District Municipality.

### **2. EXTENT OF BID**

This contract is for "**PROVISION OF LEGAL SERVICES FOR A PERIOD OF THREE YEARS TO THE JOE GQABI DISTRICT MUNICIPALITY: JGDM2024/25-008**".

### **3. CONTRACT TO BE BINDING**

The formal acceptance of this Bid by the Municipality will constitute a contract binding on both parties, and the Municipality may require sureties to its satisfaction from the contractor, for the due fulfilment of this contract.

### **4. MODE OF BID**

All Bids shall be completed and signed: All forms, annexures, addendums and specifications shall be signed and returned with the Bid document as a whole. **The lowest or any Bid will not necessarily be accepted.**

### **5. QUALITY**

Should the specifications and / or descriptions not address any aspects of quality as specified, this should be clarified with the Municipality prior to the submission of a Bid.

### **6. INSURANCE CLAIMS, ETC.**

The Council and Municipality shall not be liable in any manner in respect of any claims, damages, accidents and injuries to persons, property or rights or any other courses of civil or criminal action that may arise from the carrying out of this contract.

The contractor shall insure his / her / their personnel and any plant, machinery or other mechanical or electronic equipment involved in the fulfillment of this contract and shall indemnify the Council and the Municipality against all risks or claims which may arise.

It will be required from the successful Bidder to submit proof of insurance or any other valid form of indemnification to Council for scrutiny. Failure to do so within 14 (fourteen) days of acceptance of this Bid will be deemed to be a material breach of this contract and will render the contract null and void.

## **7. SIGNING OF DOCUMENTS**

Bidders are required to return the complete set of documents duly signed.

## **8. PERIOD OF VALIDITY FOR BIDS AND WITHDRAWAL OF BID AFTER CLOSING DATE**

All Bids must remain valid for a period of one hundred and twenty (120) days from the closing date as stipulated in the Bid document.

### **8.1 PENALTY PROVISION**

Should the successful Bidder (s):

- [a] Withdraw the Bid during the afore-mentioned period of validity; or
- [b] Advise the Municipality of his / her / their inability to fulfil the contract; or
- [c] Fail or refuse to fulfill the contract; or
- [d] Fail or refuse to sign the agreement or provide any surety if required to do so;

Then, the Bidder will be held responsible for and is obligated to pay to the Municipality:

- [a] All expenses incurred by the Municipality to advertise for or invite and deliberate upon new Bids, should this be necessary.
- [b] The difference between the original accepted Bid price (inclusive of escalation) and:
  - [i] A less favourable (for the Municipality) Bid price (inclusive of escalation) accepted as an alternative by the Municipality from the Bids originally submitted; or
  - [ii] A new Bid price (inclusive of escalation).

## **9. VALUE ADDED TAX**

In calculating the cost of the supply and delivery of services and / or material, the supplier will issue a "Tax Invoice" for all services rendered and / or materials supplied, which will reflect the exclusive cost of such services, goods or materials with the relevant Value Added Tax being added to the total.

VAT must be included in the Bid price, but must be shown separately (this applies only to VAT vendors).

**10. PRICE ESCALATION**

5% escalation per annum from month 13 and 25 after appointment.

**11. AUTHORITY TO SIGN BID DOCUMENTS**

In the case of a Bid being submitted on behalf of a company, close corporation or partnership, evidence must be submitted to the Municipality at the time of submission of the Bid that the Bid has been signed by persons properly authorised thereto by resolution of the directors or under the articles of the entity.

**12. DURATION OF THE CONTRACT**

3 years

**13. DELIVERY PERIODS**

In line with terms of reference.

**14. CLOSING DATE / SUBMITTING OF BIDS**

Completed bid documents must be placed in a sealed envelope clearly marked “**PROVISION OF LEGAL SERVICES FOR A PERIOD OF THREE YEARS TO THE JOE GQABI DISTRICT MUNICIPALITY: JGDM2024/25-008**”. must be placed in the formal Tender Box situated outside the Main Building – JOE GQABI DISTRICT MUNICIPALITY, Corner of Cole & Graham Streets, Barkly East before **closing time of 12H00(Noon) on 08 AUGUST 2025**.

**N.B. Bids which are not deposited in the relevant bid box on or before the closing date and time will not be considered. Faxed or e-mailed bids will not be considered.**

**15. BID ENQUIRIES**

Technical related enquiries should be directed to Mr S Mpoza (Acting Manager Legal Services) by e-mail to [saziso@jgdm.gov.za](mailto:saziso@jgdm.gov.za) during normal office hours. (Between 08H00 to 16H30, Monday to Friday) – Tel: 045 979 3049

Evaluation criteria related enquiries should be directed to Mr T. Maseko (SCM Manager) at Joe Gqabi District Municipality by email to: [masekot@jgdm.gov.za](mailto:masekot@jgdm.gov.za) during normal office hours. (Between 08H00 to 16H30, Monday to Friday – Tel: 045 979 3160



## GENERAL CONDITIONS OF CONTRACT

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## GENERAL CONDITIONS OF CONTRACT

### 1. Definitions

The following terms shall be interpreted as indicated:

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

- 1.16 **“Imported content”** means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the provider or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as land costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17 **“Local content”** means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18 **“Manufacture”** means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 **“Order”** means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 **“Project site,”** where applicable, means the place indicated in bidding documents.
- 1.21 **“Purchaser”** means the organization purchasing the goods.
- 1.22 **“Republic”** means the Republic of South Africa.
- 1.23 **“SCC”** means the Special Conditions of Contract.
- 1.24 **“Services”** means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the provider covered under the contract.
- 1.25 **“Written”** or **“in writing”** means hand-written in ink or any form of electronic or mechanical writing.

## 2. **Application**

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

## 3. **General**

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

## 4. **Standards**

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

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

- 1. **The provider shall not, without the purchaser’s prior written consent, disclose the contract, or any**

**provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the provider in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.**

2. The provider shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
3. Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the provider's performance under the contract if so required by the purchaser.
4. The provider shall permit the purchaser to inspect the provider's records relating to the performance of the provider and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

## **6. Patent rights**

**6.1 The provider shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of goods or any part thereof by the purchaser.**

1. When a provider developed documentation/projects for the municipality or municipal entity, the intellectual, copy and patent rights or ownership or such documents or projects will vest in the municipality or municipal entity.

## **7. Performance Security**

**7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.**

7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the provider's failure to complete his obligations under the contract.

7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:

- (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
- (b) a cashier's or certified cheque.

7.4 The performance security will be discharged by the purchaser and returned to the provider not later than thirty (30) days following the date of completion of the provider's performance obligations under the contract, including any warranty obligations, unless otherwise specified.

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

8.1 All pre-bidding testing will be for the account of the bidder.

8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the purchaser or an organization acting on behalf of the purchaser.

- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clause 8.2 & 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the provider.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the provider who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do not comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the providers cost and risk. Should the provider fail to provide the substitute supplies forthwith, the purchaser may, without giving the provider further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the provider.
- 8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

## **9. Packaging**

- 9.1 The provider shall provide such packaging of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packaging, case size and weights shall take into consideration, where appropriate, the remoteness of the good's final destination and the absence of heavy handling facilities at all points in transit.
- 9.2 The packaging, marking and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, and in any subsequent instructions ordered by the purchaser.

## **10. Delivery and documents**

- .1 Delivery of the goods and arrangements for shipping and clearance obligations shall be made by the provider in accordance with the terms specified in the contract.

## **11. Insurance**

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

## **12. Transportation**

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

**13. Incidental services**

1. The provider may be required to provide any or all of the following services, including additional services, if any:
  - performance or supervision of on-site assembly and/or commissioning of the supplied goods;
  - furnishing of tools required for assembly and/or maintenance of the supplied goods;
  - furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
  - performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the provider of any warranty obligations under this contract; and
  - training of the purchaser's personnel, at the provider's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.
2. Prices charged by the provider for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the provider for similar services.

**14. Spare parts**

- .1 As specified, the provider may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the provider:
  - (a) such spare parts as the purchaser may elect to purchase from the provider, provided that this election shall not relieve the provider of any warranty obligations under the contract, and
  - (b) in the event of termination of production of the spare parts:
    - (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
    - (ii) Following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

## **15. Warranty**

- 15.1 The provider warrants that the goods supplied under the contract are new, unused, of the most recent or current models and that, they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The provider further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the provider, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
- 15.2 This warranty shall remain valid for thirty six (36) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise.
- 15.3 The purchaser shall promptly notify the provider in writing of any claims arising under this warranty.
- 15.4 Upon receipt of such notice, the provider shall, within the period specified and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 15.5 If the provider, having been notified, fails to remedy the defect(s) within the period specified, the purchaser may proceed to take such remedial action as may be necessary, at the provider's risk and expense and without prejudice to any other rights which the purchaser may have against the provider under the contract.

## **16. Payment**

- 16.1 The method and conditions of payment to be made to the provider under this contract shall be specified
- 16.2 The provider shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of a valid tax invoice or claim by the provider.
- 16.4 Payment will be made in Rand unless otherwise stipulated.

## **17. Prices**

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

## **18. Increase/decrease of quantities**

- 18.1 In cases where the estimated value of the envisaged changes in purchase does not exceed 15% of the total value of the original contract, the contractor may be instructed to deliver the revised quantities. The contractor may be approached to reduce the unit price, and such offers may be accepted provided that there is no escalation in price.

**19. Contract amendments**

No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.

**20. Assignment**

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

**21. Subcontracts**

21.1 The provider shall notify the purchaser in writing of all subcontracts awarded under this contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the provider from any liability or obligation under the contract.

**22. Delays in the provider's performance**

22.1 Delivery of the goods and performance of services shall be made by the provider in accordance with the time schedule prescribed by the purchaser in the contract.

22.2 If at any time during performance of the contract, the provider or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the provider shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the provider's notice, the purchaser shall evaluate the situation and may at his discretion extend the provider's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

22.3 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if any emergency arises, the provider's point of supply is not situated at or near the place where the supplies are required, or the provider's services are not readily available.

22.4 Except as provided under GCC Clause 25, a delay by the provider in the performance of its delivery obligations shall render the provider liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.

22.5 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without canceling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the provider's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the provider.

**23. Penalties**

23.1 Subject to GCC Clause 25, if the provider fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed good or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.

## **24. Termination for Default**

- 24.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the provider, may terminate this contract in whole or in part:
- (a) if the provider fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
  - (b) if the provider fails to perform any other obligation(s) under the contract; or
  - (c) if the provider, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 24.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the provider shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the provider shall continue performance of the contract to the extent not terminated.

## **25. Anti-Dumping and Counter-Vailing Duties and Rights**

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

## **26. Force Majeure**

- 26.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the provider shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 26.2 If a force majeure situation arises, the provider shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the provider shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

**27. Termination for Insolvency**

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

**28. Settlement of Disputes**

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

**29. Limitation of Liability**

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

**30. Governing Language**

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

**31. Applicable Law**

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

**32. Notices**

32.1 Every written acceptance of a bid shall be posted to the provider concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice.

32.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

**33. Taxes and Duties**

33.1 A foreign provider shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.

33.2 A local provider shall be entirely responsible for all taxes, duties, license fees, etc, incurred until delivery of the contracted goods to the purchaser.

33.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid SARS must have certified that the tax matters of the preferred bidder are in order.

**34. Transfer of Contracts**

34.1 The contractor shall not abandon, transfer, assign or sublet a contract or part thereof without the written permission of the purchaser.

**35. Amendment of Contracts**

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

INVITATION TO BID

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE JOE GQABI DISTRICT MUNICIPALITY</b>					
BID NUMBER:	JGDM2024/25-008	CLOSING DATE:	08 AUGUST 2025	CLOSING TIME:	12:00 (NOON)
DESCRIPTION	PROVISION OF LEGAL SERVICES FOR A PERIOD OF THREE YEARS TO THE JOE GQABI DISTRICT MUNICIPALITY				
<b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).</b>					

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

<b>JOE GQABI DISTRICT MUNICIPALITY</b>
<b>CORNER OF COLE AND GRAHAM STREET</b>
<b>BARKLY EAST</b>
<b>9786</b>

<b>SUPPLIER INFORMATION</b>					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
TAX COMPLIANCE STATUS	TCS PIN:		OR	CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	<input type="checkbox"/> Yes <input type="checkbox"/> No	B-BBEE STATUS LEVEL SWORN AFFIDAVIT		<input type="checkbox"/> Yes <input type="checkbox"/> No	

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

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3 ]
TOTAL NUMBER OF ITEMS OFFERED		TOTAL BID PRICE	R
SIGNATURE OF BIDDER	..... ...	DATE	
CAPACITY UNDER WHICH THIS BID IS SIGNED			

<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:</b>		<b>TECHNICAL INFORMATION MAY BE DIRECTED TO:</b>	
DEPARTMENT	FINANCE (SCM)	DEPARTMENT	LEGAL SERVICES
CONTACT PERSON	THOMAS MASEKO	CONTACT PERSON	SAZISO MPOZA
TELEPHONE NUMBER	045 979 3160	TELEPHONE NUMBER	045 979 3049
FACSIMILE NUMBER	N/A	FACSIMILE NUMBER	N/A

E-MAIL ADDRESS	<a href="mailto:masekot@jgdm.gov.za">masekot@jgdm.gov.za</a>	E-MAIL ADDRESS: <a href="mailto:saziso@jgdm.gov.za">saziso@jgdm.gov.za</a>
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**PART B  
TERMS AND CONDITIONS FOR BIDDING**

**(MBD1)**

<b>1. BID SUBMISSION:</b>	
1.1.	BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2.	<b>ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR ONLINE</b>
1.3.	THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
<b>2. TAX COMPLIANCE REQUIREMENTS</b>	
2.1	BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2	BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3	APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE <a href="http://WWW.SARS.GOV.ZA">WWW.SARS.GOV.ZA</a> .
2.4	FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3
2.5	BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.6	IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.7	WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
<b>3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>	
3.1.	IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? <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
<b>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.</b>	

**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 state<sup>1</sup>.
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority.

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

3.1 Full Name of bidder or his or her representative:.....

3.2 Identity Number: .....

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

3.4 Company Registration Number: .....

3.5 Tax Reference Number:.....

3.6 VAT Registration Number: .....

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

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

3.8.1 If yes, furnish particulars. ....

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

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

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

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

3.9.1 If yes, furnish particulars.....

3.10 Do you have any relationship (family, friend, other) with 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 80/20 preference point system.

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
<b>Total points for Price and SPECIFIC GOALS</b>	<b>100</b>

1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

## 2. DEFINITIONS

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

## 3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

### 3.1. POINTS AWARDED FOR PRICE

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

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

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

Where

- $P_s$  = Points scored for price of tender under consideration
- $P_t$  = Price of tender under consideration
- $P_{min}$  = 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:

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

Where

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

**4. POINTS AWARDED FOR SPECIFIC GOALS**

4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/documentation stated in the conditions of this tender:

4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
  - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,
- then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
<b>HDI</b>				
51% owned by Black		4		
51% owned by Women		2		
51% owned by Youth		2		
51% owned by Disable		2		

<b>LOCALITY</b>				
Within the boundaries of the Joe Gqabi District Municipality (JGDM)		10		
Within the boundaries of the Eastern Cape but outside JGDM boundaries		5		
Outside of the boundaries of the Eastern Cape		0		
<b>TOTAL POINTS</b>		<b>20</b>		

**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 *audial-terampartem* (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:** .....

.....

.....

.....

.....

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

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

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

4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
<b>Item</b>	<b>Question</b>	<b>Yes</b>	<b>No</b>
4.4	Does the Does Is the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.7.1	If so, furnish particulars:		

**CERTIFICATION**

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

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

.....  
**Signature**

.....  
**Date**

.....  
**Position**

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

## CERTIFICATE OF INDEPENDENT BID DETERMINATION

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

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

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

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

I, the undersigned, in submitting the accompanying bid:

\_\_\_\_\_  
(Bid Number and Description)

in response to the invitation for the bid made by:

\_\_\_\_\_  
(Name of Municipality / Municipal Entity)

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

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

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

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

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

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

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

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

.....

Signature

.....

Date

.....

Position

.....

Name of Bidder





**ANNEXURE C**  
**COMPANY DETAILS**

---

The following company details schedule must be completed to ensure that the prerequisite requirements to bidding are met.

Registered Company Name: .....

.....

Company Registration Number: .....

VAT Number: .....

Bank Name and Branch: .....

Bank Account Number: .....

Professional Registration Details: .....

.....

.....

.....

.....

Professional Indemnity Details: .....

.....

.....

**ANNEXURE D**

**JOINT VENTURE DISCLOSURE FORM**

---

**GENERAL**

- i) All the information requested must be filled in the spaces provided. If additional space is required, additional sheets may be used and attached to the original documents.
- ii) A copy of the joint venture agreement must be attached to this form, in order to demonstrate the Affirmable, Joint Venture Partner's share in the ownership, control, management responsibilities, risks and profits of the joint venture, the proposed joint venture agreement must include specific details relating to:
  - a) the contributions of capital and equipment
  - b) work items to be performed by the Affirmable Joint Venture Partner's own forces
  - c) work items to be performed under the supervision of the Affirmable Joint Venture Partner.
- iii) Copies of all written agreements between partners concerning the contract must be attached to this form including those, which relate to ownership options and to restrictions/limits regarding ownership and control.
- iv) ABE partners must complete ABE Declaration Affidavits.
- v) The joint venture must be formalised. All pages of the joint venture agreement must be signed by all the parties concerned. A letter/ notice of intention to formalise a joint venture once the contract has been awarded will not be considered.
- vi) Should any of the above not be complied with, the joint venture will be deemed null and void and will be considered non-responsive.
- vii) A joint venture that is awarded a contract with JGDM must be registered as a separate company with the Registrar of Businesses.
- viii) The joint venture must be registered with South African Revenue Services.
- ix) A separate bank account must be in place for the joint venture.

**1. JOINT VENTURE PARTICULARS**

- a) Name: .....
- b) Postal address: .....  
.....  
.....  
.....
- c) Physical address: .....  
.....

.....

d) Telephone: .....

e) Fax: .....

**2. IDENTITY OF EACH NON-AFFIRMABLE JOINT VENTURE PARTNER**

**2.1(a)** Name of Firm: .....

Postal Address: .....

Physical Address: .....

Telephone: .....

Fax: .....

**Contact person for matters pertaining to Joint Venture Participation Goal requirements:**

.....

**2.2(a)** Name of Firm: .....

Postal Address: .....

Physical Address: .....

Telephone: .....

Fax: .....

Contact person for matters pertaining to Joint Venture Participation Goal requirements:

.....

*(Continue as required for further non-Affirmable Joint Venture Partners)*

**3. IDENTITY OF EACH AFFIRMABLE JOINT VENTURE PARTNER**

**3.1(a)** Name of Firm: .....

Postal Address: .....

Physical Address: .....

Telephone: .....

Fax: .....

**Contact person for matters pertaining to Joint Venture Participation Goal requirements:**

.....

3.2 (a) Name of Firm: .....

Postal Address: .....

Physical Address:.....

Telephone: .....

Fax: .....

**Contact person for matters pertaining to Joint Venture Participation Goal requirements:**

.....

3.3(a) Name of Firm: .....

Postal Address: .....

Physical Address:.....

Telephone: .....

Fax: .....

**Contact person for matters pertaining to Joint Venture Participation Goal requirements:**

.....

**4. BRIEF DESCRIPTION OF THE ROLES OF THE AFFIRMABLE JOINT VENTURE PARTNERS IN THE JOINT VENTURE**

.....

.....

.....

**5. OWNERSHIP OF THE JOINT VENTURE**

A) **AFFIRMABLE JOINT VENTURE PARTNER OWNERSHIP PERCENTAGE(S) .....%**

b) **Non-Affirmable Joint Venture Partner ownership percentage(s) .....%**

c) **Affirmable Joint Venture Partner percentages in respect of: \***

(i) Profit and loss sharing .....

(ii) Initial capital contribution in Rands .....

.....

.....  
 (\*Brief descriptions and further particulars should be provided to clarify percentages).

(iii) Anticipated on-going capital contributions in Rands .....

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

(iv) Contributions of equipment (specify types, quality, and quantities of equipment) to be provided by each partner.

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

**6. RECENT CONTRACTS EXECUTED BY PARTNERS IN THEIR OWN RIGHT AS PRIME CONTRACTORS OR AS PARTNERS IN OTHER JOINT VENTURES**

	NON-AFFIRMABLE JOINT VENTURE PARTNERS	PARTNER NAME
a)		
b)		
c)		
d)		
e)		

	AFFIRMABLE JOINT VENTURE PARTNERS	PARTNER NAME
a)		
b)		
c)		
d)		
e)		

**7. CONTROL AND PARTICIPATION IN THE JOINT VENTURE**

(Identify by name and firm those individuals who are, or will be, responsible for, and have authority to engage in the relevant management functions and policy and decision making, indicating any limitations in their authority e.g. co-signature requirements and Rand limits).

(a) Joint Venture cheque signing

.....

.....  
.....

(b) Authority to enter into contracts on behalf of the Joint Venture

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

(c) Signing, co-signing and/or collateralising of loans

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

(d) Acquisition of lines of credit

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

(e) Acquisition of performance bonds

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

(f) Negotiating and signing labour agreements

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

**8. MANAGEMENT OF CONTRACT PERFORMANCE**

(Fill in the name and firm of the responsible person).

(a) Supervision of field operations

.....

(b) Major purchasing

.....  
(c) Estimating

.....

(d) Technical management

.....

**9. MANAGEMENT AND CONTROL OF JOINT VENTURE**

(a) Identify the “managing partner”, if any,

.....

.....

.....

.....

(b) What authority does each partner have to commit or obligate the other to financial institutions, insurance companies, suppliers, subcontractors and/or other parties participating in the execution of the contemplated works?

.....

.....

.....

.....

(ii) Number currently employed by the Joint Venture

.....

(c) Number of operative personnel who are not currently in the employ of the respective partner and will be engaged on the project by the Joint Venture

.....

(d) Name of individual(s) who will be responsible for hiring Joint Venture employees

.....

.....

(e) Name of partner who will be responsible for the preparation of Joint Venture payrolls

.....

10. **CONTROL AND STRUCTURE OF THE JOINT VENTURE**

Briefly describe the manner in which the Joint Venture is structured and controlled.

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

The undersigned warrants that he/she is duly authorized to sign this Joint Venture Disclosure Form and affirms that the foregoing statements are true and correct and include all material information necessary to identify and explain the terms and operations of the Joint Venture and the intended participation of each partner in the undertaking.

The undersigned further covenants and agrees to provide the Employer with complete and accurate information regarding actual Joint Venture work and the payment therefore, and any proposed changes in any provisions of the Joint Venture agreement, and to permit the audit and examination of the books, records and files of the Joint Venture, or those of each partner relevant to the Joint Venture, by duly authorized representatives of the Employer.

Signature: .....

Duly authorized to sign on behalf of:.....

Name: .....

Address:.....

Telephone: .....

Date: .....

Signature: .....

Duly authorized to sign on behalf of:.....

Name: .....

Address:.....

Telephone: .....

Date: .....

Signature: .....

Duly authorized to sign on behalf of:.....

Name: .....

Address:.....

Telephone: .....

Date: .....

Signature: .....

Duly authorized to sign on behalf of:.....

Name: .....

Address:

Telephone: .....

Date: .....

---

(Continue as necessary)

**ANNEXURE E**

**COMPANY COMPOSITION**

**GENERAL**

All information must be filled in spaces provided. If additional space is required, additional sheets may be attached. The onus is on the bidder to fill in all the information. Failure to do so will result in points being lost under equity. The full company composition is required including HDI and Non-HDI status. The ownership must accumulate to 100%.

<b>NAME</b>	<b>IDENTITY NUMBER</b>	<b>CITIZENSHIP</b>	<b>HISTORICALLY DISADVANTAGED INDIVIDUALS STATUS (Y/N)</b>	<b>DISABILITY</b>	<b>FEMALE</b>	<b>DATE OF OWNERSHIP</b>	<b>%OWNED</b>	<b>VOTING %</b>

**ANNEXURE F**

**BID CHECK LIST**

All JGDM Individuals bid documents will have the typical bid check list as an attachment. This list is to assist all bidders to submit complete bids.

Bidders are to check the following points before the submission of their bid,

Please mark with X (Yes/No)	YES	NO
1. All pages of the bid document have been read by the bidder		
2. Declarations pages completed and signed		
2. All pages requiring information have been completed in black ink.		
3. The Schedule of Quantities has been checked for arithmetic correctness.		
4. Totals from each sub section of the Schedule of Quantities have been carried forward to the summary page (if applicable)		
5. The total from the summary page has been carried forward to the Bid Form (MBD 1)		
6. Surety details have been included in the bid (If Applicable)		
7. All sections requiring information have been completed.		
8.SARS pin and Tax Reference number declared by bidder ( page1 of the bid document)		
9. National Treasury's Central Supplier Database (CSD) number declared by bidder (page1 of the bid document).		
10. Bidder attached any of the following:		
a)Municipal Account (for local and district municipality)or		
b)Municipal Clearance Certificate or		
c)Lease agreement or (if the tenant is responsible for rates and services account must be attached)		
d)Proof of address and affidavit from village residents only		
Failure to submit any of the above mentioned will result in the bid being deemed non-responsive or the bidder not being awarded points.		
11.The bid document is submitted before 12h00 on the due date at the designated bid box of the JGDM		

**DECLARATION BY BIDDERS**

I / We acknowledge that I / we am / are fully acquainted with the contents of the conditions of tender of this quotation form and that I / we accept the conditions in all respects.  
 I / We agree that the laws of the Republic of South Africa shall be applicable to the contract resulting from the acceptance of \*my / our quotation and that I / we elect domicillium citandi et executandi in the Republic at:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

I / We furthermore confirm I / we satisfied myself / ourselves as to the corrections and validity of my / our quotation: that the price quoted cover all the work items specification in the quotation documents and that the price cover all my / our obligations under a resulting contract and that I / we accept that any mistake(s) regarding price and calculations will be at my / our risk.

SIGNATURE	NAME (PRINT)	
CAPACITY	DATE	
NAME OF FIRM		
WITNESS 1	WITNESS 2	