VICTOR KHANYE LOCAL MUNICIPALITY

TENDER NO. T/CORPSERV/01/11/2026/2027

APPOINTMENT OF A PANEL OF 5 (FIVE) PROFESSIONAL LEGAL SERVICE PROVIDERS FOR A PERIOD OF 36 (THIRTY SIX) MONTHS FOR VICTOR KHANYE LOCAL MUNICIPALITY

NAME OF TENDERER _____

TENDER AMOUNT _____

TEL NUMBER _____

CSD NUMBER _____

ISSUED BY:

MUNICIPAL MANAGER

VICTOR KHANYE LOCAL MUNICIPALITY

P O BOX 6

DELMAS 2210

CLOSING DATE: 28 JANUARY 2027, 10:00 am

BIDDER'S QUESTIONNAIRE

Ref no	Question	VKLM's Requirement	Bidder's Response	Page Number & Please Indicate
1	Have you initialed all the pages of the tender document?	YES	* YES / NO	
2	Have you completed and signed the Returnable Schedules?	YES	* YES / NO	
2.1	Provide the latest municipal account for the Business and ALL Directors, not older than three (3) months at the time of closing of the Tender. Municipal account statement attached (with all applicable rates and taxes) should not be in arrears more than 90 days. **Please note the following:** **2.1 Proof of Business Address:** The company's business location will be considered the one on the CIPC registration certificate, unless proof of another active business site is provided. **2.2 Acceptable proof of another Business Site includes:** • A Company municipal account (not older than three (3) months at the date of the closing of Tender); or • A valid lease agreement accompanied by the Municipal Account of the Landlord (NB: Statement of Account must be from the Municipality and NOT the Body Corporate) • • Where the Bidder/Business operates under a rural area/farm/ traditional authority, a proof of residence form or letter from the Ward Councillor/ Traditional authority must be submitted. *(NB: The document must be stamped and verified by the Municipal Revenue Division, confirming that the address does not receive municipal services).* **2.3 Proof of Director's Address:** The Director's Address will be considered the one on the CIPC registration certificate, unless proof of another Director's Address is provided. **2.4 Acceptable proof of another Director's Address includes:** • A Director's municipal account (not older than three (3) months at the date of the closing of Tender); or • A valid lease agreement accompanied by the Municipal Account of the Landlord (NB: Statement of Account must be from the Municipality and NOT the Body Corporate) • • Where the Director resides or operates under a rural area/farm/ traditional authority, proof of residence form or letter from the Ward Councilors/ Traditional authority must be submitted. *(NB: The document must be stamped and verified by the Municipal Revenue Division, confirming that the address does not receive municipal services).*	YES	YES / NO	

	2.5 Municipal Accounts and Rates Compliance: • If the name on the municipal account differs from that of the director, but the address corresponds to the registered business address as per the Company Registration Certificate (CIPC), provide an affidavit (commissioned by a Commissioner of Oaths) confirming the relationship. • If the business operates from a different address than the one registered on CIPC, provide an affidavit (commissioned by the Commissioner of Oaths) or an active lease agreement indicating the operational address. • If the business operates from the same address where the director resides, an affidavit (commissioned by a Commissioner of Oaths) must be submitted confirming the shared address.			
3	Have you completed / signed and submitted all relevant information as requested by the Evaluation Schedules **(as and when required)?**	YES	* YES / NO	
4	Have you submitted **a Full CSD Report – Not older than 3 months (NB: Not a summary)**	YES	* YES / NO	
5	Have you completed and signed the MBD 4 form - Declaration of Interest?	YES	* YES / NO	
6	Have you completed the Questionnaire (MBD 5) regarding the declaration for procurement above R10 million and submitted your Company's latest three years audited financial statements (**as and when required)?**	YES	* YES / NO	
7	Have you take note of the contents of par 5 of MBD 6.1 to substantiate your target goals rating claims. Have you submitted an **original, valid or certified copy** of your Company's targeted goals to qualify for preference points?	YES	* YES / NO	
8	Have you completed and signed the following form: - MBD 7.1 Form – Contract form for purchase of goods / works? - MBD 7.2 Form - Contract Form for rendering of Services? **(as and when required)**	YES	* YES / NO	
9	Have you completed and signed the MBD 8 – Declaration of bidder's past Supply Chain Management Practices and MBD 9 – Certificate of Independent Bid Determination?	YES	* YES / NO	
10	Do you understand the Special Conditions of Contract / Specifications / Terms of Reverence and /or Scope of Works?	YES	* YES / NO	
11	Have you completed the Form of Offer (C1.1) in **WORDS** as well as in **FIGURES**?	YES	* YES / NO	
12	Have you completed and signed Part 2 of C 1.2 (Contract Data)?	YES	* YES / NO	
13	Have you completed the MBD 3.3 form and carried over your tendered price (Vat inclusive) to Form of offer (C 1.1)?	YES	* YES / NO	

……... ……..

Signature **Date**

……. ……..

Position **Name of Bidder**

BIDDERS SHOULD NOTE THE FOLLOWING

1. Provide a Full CSD Report – Not older than 3 months
2. Provide the latest municipal account for the **Business** and **ALL Directors**, not older than three (3) months at the time of closing of the Tender. (**NB: The bidding entity as well as ALL its directors must submit municipal account that is not more than three (3) months in arrears.)**

Please note the following:

2.1 **Proof of Business Address:** The company's business location will be considered the one on the CIPC registration certificate, unless proof of another active business site is provided.

2.2 Acceptable proof of another Business Site includes:

2.2.1 A Company municipal account (**not older than three (3) months at the date of the closing of Tender**); or

- A valid lease agreement accompanied by the Municipal Account of the Landlord (NB: Statement of Account must be from the Municipality and NOT the Body Corporate)

2.2.2 Where the Bidder/Business operates under a rural area/farm/ traditional authority, a proof of residence form or letter from the Ward Councillor/ Traditional authority must be submitted. **(NB: The document must be stamped and verified by the Municipal Revenue Division, confirming that the address does not receive municipal services).**

3. **Proof of Director's Address:** The Director's Address will be considered the one on the CIPC registration certificate, unless proof of another Director's Address is provided.

3.1 **Acceptable proof of another Director's Address includes:**

3.1.1 A Director's municipal account (**not older than three (3) months at the date of the closing of Tender**); or

3.1.2 A valid lease agreement accompanied by the Municipal Account of the Landlord (NB: Statement of Account must be from the Municipality and NOT the Body Corporate)

3.1.3 Where the Director resides or operates under a rural area/farm/ traditional authority, a proof of residence form or letter from the Ward Councillor/ Traditional authority must be submitted. ***(NB: The document must be stamped and verified by the Municipal Revenue Division, confirming that the address does not receive municipal services)***.

4. Municipal Accounts and Rates Compliance

4.1 If the name on the municipal account differs from that of the director, but the address corresponds to the registered business address as per the Company Registration Certificate (CIPC), provide an affidavit (commissioned by a Commissioner of Oaths) confirming the relationship.
4.2 If the business operates from a different address than the one registered on CIPC, provide an affidavit (commissioned by a Commissioner of Oaths) or an active lease agreement indicating the operational address.
4.3 If the business operates from the same address where a director resides, an affidavit (commissioned by a Commissioner of Oaths) must be submitted confirming the shared address.

(NOTE: ***Certification must not be older than six (6) months at the time of tender closing. Kindly note that this Applies to Affidavits and ALL Documents that require Certification)***

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SCHEDULE OF DOCUMENTS

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C1: Agreement and Contract Data

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Form of Offer
Form of Acceptance
Schedule of Deviations

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Part 1: Data provided by the Employer
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T1: TENDERING PROCEDURES

T1.2: TENDER DATA

CLAUSE NUMBER	
	The Standard Conditions of Tender for procurement makes several references to the tender data for details that apply specifically to this tender. The tender data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the standard conditions of tender for procurement other than disposals. Each item of data given below is cross-referenced to the relevant clause in the above mentioned Standard Conditions of Tender
1.1	The employer is the **Victor Khanye Local Municipality**
1.2	The single volume approach is adopted for this contract. The list of Returnable Documents identifies which of the documents a tenderer must complete when submitting a tender offer. The tenderer must submit his tender offer by completing the Returnable Documents including the fully priced Pricing Schedule, signing the "Offer" section in the "Form of Offer and Acceptance" and delivering the single volume procurement document back to the Victor Khanye Local Municipality bound up as it was when it was received. The tender documents issued by the Employer comprise of the following: **TENDER** **Part T1: Tendering procedures** T1.1 - Tender notice and invitation to tender T1.2 - Tender data T1.3 – Standard Conditions of Tender **Part T2: Returnable documents** T2.1- List of returnable documents T2.2 - Returnable schedules **CONTRACT** **Part C1: Agreements and contract data** C1.1 Form of offer and acceptance C1.2 Contract data **Part C2: Pricing Schedule** C2.1 Pricing Instructions C2.2 Priced fees and disbursements **Part C3: Scope of work** C3 Scope of work
1.4	The employer's agent is: Name: Mr TM Mashabela Capacity: Municipal manager Address: Victor Khanye Local Municipality P.O. Box 6, Delmas, 2210 Tel: 013-665-6000
1.5	Only those tenderers who satisfy the following eligibility criteria are eligible to submit tenders: 1. Tenderer is qualified and professionally registered for the consultancy service to be provided 2. Tenderer has the managerial capacity, reliability and experience regarding the nature of the project
1.6	However bidders must prepare presentations
1.7	

CLAUSE NUMBER	
	The closing time for submission of tender offers is as indicated in the tender notice
1.8	No alternative offers will be accepted
1.9	Additional copies of the tender offer will not be required
1.10 **1.11**	The employer's address for delivery of tender offers and identification details to be shown on such tender offer package are: Location of tender box: Victor Khanye Local Municipality Physical address: Corner Samuel and Van Der Walt Street, Delmas, 2210 <u>Identification details</u>: As indicated in the tender notice
1.12	A two-envelope procedure will not be followed.
1.13	Not a requirement.
1.14	The tenderer is required to submit with his tender an <u>original</u> valid Tax Clearance Certificate issued by the South African Revenue Services
1.15	The location for opening of the tender offers, immediately after the closing time thereof shall be at: Time: Bramfisher Hall hours on 28 January 2027 at 10:00am Location: Municipal Building where tenders will be opened
1.16	The procedure for the evaluation of responsive tenders is Functionality, Price and Targeted goals The total number of tender evaluation points for Targeted goals to may be claimed as indicated in MBD 6.1
1.17	Tender offers will only be accepted if: a) the tenderer has in his or her possession an original valid Tax Clearance Certificate issued by the South African Revenue Services (CSD compliant status) **b) Municipal account statement attached (with all applicable rates and taxes) should not be in arears more than 90 days as follows:** • **All directors municipal accounts as per CIPC must be attached.** • **Registered office municipal account of the company as per CIPC must be attached if there is a lease.** • **A valid lease agreement signed by both parties must be attached with related municipal account where the registered office is located.** c) the tenderer or any of its directors is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector; and d) the tenderer has not: i) abused the Employer's Supply Chain Management System; or ii) failed to perform on any previous contract and has been given written notice to this effect. e) it is considered that the performance of the services will not be compromised through any conflict of interest.
1.18	The number of paper copies of the signed Contract to be provided by the Employer is one.

T1.3: STANDARD CONDITIONS OF TENDER

1 GENERAL

1.1 Actions

1.1.1 The employer and each tenderer submitting a tender offer shall comply with these conditions of tender. In their dealings with each other, they shall discharge their duties and obligations as set out in **Clause 2** and **Clause 3**, timeously and with integrity, and behave equitably, honestly and transparently, comply with all legal obligations and not engage in anticompetitive practices**.**

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

Note:

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

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

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

1.2 Tender Documents

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

1.3 Interpretation

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

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

1.3.3 For the purposes of these conditions of tender, the following definitions apply:

a) **conflict of interest** means any situation in which:

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

b) **comparative offer** means the tenderer's financial offer after all tendered parameters that will affect the value of the financial offer have been taken into consideration in order to enable comparisons to be made between offers on a comparative basis.

c) **corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process; and

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

e) **organization** means a company, firm, enterprise, association or other legal entity, whether incorporated or not, or a public body.

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

1.4 Communication and employer's agent

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

1.5 The employer's right to accept or reject any tender offer

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

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

1.6 Procurement procedures

1.6.1 General

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

1.6.2 Competitive negotiation procedure

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

1.6.2.2 All responsive tenderers, or not less than three responsive tenderers that are highest ranked in terms of the evaluation method and evaluation criteria stated in the tender data, shall be invited in each round to enter into competitive negotiations, based on the principle of equal treatment and keeping confidential the proposed solutions and associated information. Notwithstanding the provisions of **Clause 2.17**, the employer may request that tenders be clarified, specified and fine-tuned in order to improve a tenderer's competitive position provided that such clarification, specification, fine-tuning or additional information does not alter any fundamental aspects of the offers or impose substantial new requirements which restrict or distort competition or have a discriminatory effect.

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

1.6.2.4 The contract shall be awarded in accordance with the provisions of **Clause 3.11** and **Clause 3.13** after tenderers have been requested to submit their best and final offer.

1.6.3 Proposal procedure using the two stage-system

1.6.3.1 Option 1

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

1.6.3.2 Option 2

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

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

2 TENDERER'S OBLIGATIONS

2.1 Eligibility

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

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

2.2 Cost of tendering

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

2.3 Check documents

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

2.4 Confidentiality and copyright of documents

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

2.5 Reference documents

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

2.6 Acknowledge addenda

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

2.7 Clarification meeting

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

stated in the tender data.

2.8 Seek clarification

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

2.9 Insurance

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

2.10 Pricing the tender offer

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

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

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

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

2.11 Alterations to documents

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

2.12 Alternative tender offers

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

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

2.13 Submitting a tender offer

2.13.1 Submit one tender offer only, either as a single tendering entity or as a member in a joint venture to provide the whole of the works, services or supply identified in the contract data and described in the scope of works, unless stated otherwise in the tender data.

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

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

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

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

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

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

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

2.13.9 Accept that tender offers submitted by facsimile or e-mail will be rejected by the employer, unless stated otherwise in the tender data.

2.14 Information and data to be completed in all respects

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

2.15 Closing time

2.15.1 Ensure that the employer receives the tender offer at the address specified in the tender data not later than the closing time stated in the tender data. Accept that proof of posting shall not be accepted as proof of delivery.

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

2.16 Tender offer validity

2.16.1 Hold the tender offer(s) valid for acceptance by the employer at any time during the validity period (not less than 90 days) stated in the tender data after the closing time stated in the tender data.

2.16.2 If requested by the employer, consider extending the validity period stated in the tender data for an agreed additional period with or without any conditions attached to such extension.

2.16.3 Accept that a tender submission that has been submitted to the employer may only be withdrawn or substituted by giving the employer's agent written notice before the closing time for tenders that a tender is to be withdrawn or substituted.

2.16.4 Where a tender submission is to be substituted, submit a substitute tender in accordance with the requirements of **Clause 2.13** with the packages clearly marked as "SUBSTITUTE".

2.17 Clarification of tender offer after submission

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

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

2.18 Provide other material

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

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

2.19 Inspections, tests and analysis

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

2.20 Submit securities, bonds, policies, etc.

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

2.21 Check final draft

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

2.22 Return of other tender documents

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

2.23 Certificates

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

3 THE EMPLOYER'S UNDERTAKINGS

3.1 Respond to requests from the tenderer

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

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

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

3.2 Issue Addenda

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

3.3 Return late tender offers

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

3.4 Opening of tender submissions

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

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

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

3.5 Two-envelope system

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

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

3.6 Non-disclosure

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

3.7 Grounds for rejection and disqualification

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

3.8 Test for responsiveness

3.8.1 Determine, after opening and before detailed evaluation, whether each tender offer properly received:

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

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

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

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

3.9 Arithmetical errors, omissions and discrepancies

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

3.9.2 Check the highest ranked tender or tenderer with the highest number of tender evaluation points after the evaluation of tender offers in accordance with **Clause 3.11** for:

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

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

3.9.4 Where the tenderer elects to confirm the tender offer as tendered, correct the errors as follows:

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

3.10 Clarification of a tender offer

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

3.11 Evaluation of Tender Offers

3.11.1 General

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

3.11.2 Method 1: Financial offer

In the case of a financial offer:

a) Rank tender offers from the most favourable to the least favourable comparative offer.

b) Recommend the highest ranked tenderer for the award of the contract, unless there are compelling and justifiable reasons not to do so.

c) Re-rank all tenderers should there be compelling and justifiable reasons not to recommend the highest ranked tenderer and recommend the highest ranked tenderer, unless there are compelling and justifiable reasons not to do so and the process set out in this Sub-clause is repeated.

3.11.6 Decimal places

Score financial offers, as relevant, to two decimal places.

3.12 Insurance provided by the employer

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

3.13 Acceptance of tender offer

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

a) is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement,

b) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract,

c) has the legal capacity to enter into the contract,

d) is not insolvent, in receivership, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of any of the foregoing,

e) complies with the legal requirements, if any, stated in the tender data, and

f) is able, in the opinion of the employer, to perform the contract free of conflicts of interest.

3.14 Prepare contract documents

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

a) addenda issued during the tender period,

b) inclusion of some of the returnable documents, and

c) other revisions agreed between the employer and the successful tenderer.

3.14.2 Complete the schedule of deviations attached to the form of offer and acceptance, if any.

3.15 Complete adjudicator's contract

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

3.16 Notice to unsuccessful tenderers

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

3.17 Provide copies of the contracts

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

3.18 Provide written reasons for actions taken

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

T2: RETURNABLE DOCUMENTS

T2.1 LIST OF RETURNABLE DOCUMENTS

1. RETURNABLE SCHEDULES REQUIRED FOR TENDER EVALUATION PURPOSES

1.1	Schedule 1:	Resolution of Board of Directors
1.2	Schedule 2:	Resolution of Board of Directors to enter into consortia or JV's
1.3	Schedule 3:	Special Resolution of Consortia or JV's
1.4	Schedule 4:	Schedule of proposed sub-contractors
1.5	Schedule 5:	Commitments of Tenderer
1.6	Schedule 6:	Record of Addenda to tender documents
1.7	Schedule 7:	Clarification Meeting Attendance Certificate
1.8	Schedule 8:	Compulsory enterprise questionnaire

2. COMPULSORY MUNICIPAL BID DOCUMENTATION

2.1	MBD 2:	Tax clearance certificate
2.2	MBD 4:	Declaration of Interest
2.3	MBD 5 :	Declaration for procurement above R 10 million
2.4	MBD 6.1:	Preference Certificate
2.5	MBD 7.1 :	Contract form- purchase of goods / works
2.6	MBD 8:	Declaration of bidder's past supply chain management practices
2.7	MBD 9:	Certificate of Independent Bid Determination

T2.2 RETURNABLE SCHEDULES

T2.2.1 RETURNABLE SCHEDULES REQUIRED FOR TENDER EVALUATION PURPOSES

SCHEDULE 1

RESOLUTION OF BOARD OF DIRECTORS

RESOLUTION of a meeting of the Board of *Directors / Members / Partners of:

_____

Held at _____ *(place)*

On _____ *(date)*

RESOLVED that:

1. The Enterprise submits a Bid / Tender to the Victor Khanye Local Municipality in respect of the following project:

   {insert title}……...

   Bid / Tender Number: **{insert number}…….**

2. *Mr/Mrs/Ms: _____

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

   and who will sign as follows: _____

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

	Name	Capacity	Signature
1			
2			
3			
5			
6			

Note:

1. ** Delete which is not applicable*
2. ***NB**. This resolution must be signed by <u>all</u> the Directors / Members / Partners of the Bidding Enterprise*
3. *Should the number of Directors / Members/Partners exceed the space available above, additional names and signatures must be supplied on a separate page*

COMPANY STAMP

SCHEDULE 2

RESOLUTION OF BOARD OF DIRECTORS TO ENTER INTO CONSORTIA OR JOINT VENTURES

RESOLUTION of a meeting of the Board of *Directors / Members / Partners of:

_____

_____
(*Legally correct full name and registration number, if applicable, of the Enterprise)*

Held at _____ (*place)*

On _____ *(date)*

RESOLVED that:

1. The Enterprise submits a Bid /Tender, in consortium/Joint Venture with the following Enterprises:

   _____

   _____
   (List all the legally correct full names and registration numbers, if applicable, of the Enterprises forming the Consortium/Joint Venture)

2. to the to the Victor Khanye Local Municipality in respect of the following project:

   {Insert title}……..

   Bid / Tender Number: **{insert number}……..**

3. *Mr/Mrs/Ms:
   _____

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

and who will sign as follows: _____

be, and is hereby, authorized to sign a consortium/joint venture agreement with the parties listed under item 1 above, and any and all other documents and/or correspondence in connection with and relating to the consortium/joint venture, in respect of the project described under item 1 above.

4. The Enterprise accepts joint and several liability with the parties listed under item 1 above for the due fulfilment of the obligations of the joint venture deriving from, and in any way connected with, the Contract to be entered into with the Department in respect of the project described under item 1 above.

5. The Enterprise chooses as its *domicilium citandi et executandi* for all purposes arising from this joint venture agreement and the Contract with the Department in respect of the project under item 1 above:

Physical address: _____

_____

_____

_____ (code)

Postal Address: _____

_____

_____

_____ (code)

Telephone number: _____ (code)

Fax number: _____ (code)

	Name	Capacity	Signature
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			

Note:

1. ** Delete which is not applicable*
2. ***NB**. This resolution must be signed by <u>all</u> the Directors / Members / Partners of the Bidding Enterprise*
3. *Should the number of Directors / Members/Partners exceed the space available above, additional names and signatures must be supplied on a separate page*

COMPANY STAMP

SCHEDULE 3:

SPECIAL RESOLUTION OF CONSORTIA OR JOINT VENTURES

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

1. _____

_____

2. _____

_____

3. _____

_____

4. _____

_____

5. _____

_____

6. _____

_____

7. _____

_____

8. _____

_____

Held at _____ (*place)*

On _____ *(date)*

RESOLVED that:

The above-mentioned Enterprises submit a Bid in Consortium/Joint Venture to the Victor Khanye Local Municipality in respect of the following project:

{Insert title}……

Bid / Tender Number: **{insert number}……**

A. Mr/Mrs/Ms: _____

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

and who will sign as follows: _____

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

B. The Enterprises constituting the Consortium/Joint Venture, notwithstanding its composition, shall conduct all business under the name and style of:

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

C. The Enterprises to the Consortium/Joint Venture accept joint and several liability for the due fulfilment of the obligations of the Consortium/Joint Venture deriving from, and in any way connected with, the Contract entered into with the municipality in respect of the project described under item A above.

D. Any of the Enterprises to the Consortium/Joint Venture intending to terminate the consortium/joint venture agreement, for whatever reason, shall give the Department 30 days written notice of such intention. Notwithstanding such decision to terminate, the Enterprises shall remain jointly and severally liable to the municipality for the due fulfilment of the obligations of the Consortium/Joint Venture as mentioned under item C above.

E. No Enterprise to the Consortium/Joint Venture shall, without the prior written consent of the other Enterprises to the Consortium/Joint Venture and of the municipality, cede any of its rights or assign any of its obligations under the consortium/joint venture agreement in relation to the Contract with the municipality referred to herein.

F. The Enterprises choose as the *domicilium citandi et executandi* of the Consortium/Joint Venture for all purposes arising from the consortium/joint venture agreement and the Contract with the municipality in respect of the project under item A above:

Physical address: _____

_____

_____

_____ (code)

Postal Address: _____

_____

_____

_____ (code)

Telephone number: _____ (code)

Fax number: _____ (code)

	NAME	CAPACITY	SIGNATURE
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			

Note:

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

*1. * Delete which is not applicable*

2. ***NB**. This resolution must be signed by <u>all</u> the Duly Authorised Representatives of the Legal Entities to the Consortium/Joint Venture submitting this Bid*
3. *Should the number of Duly Authorised Representatives of the Legal Entities joining forces in this Bid exceed the space available above, additional names and signatures must be supplied on a separate page*
4. *Resolutions, duly completed and signed, from the separate Enterprises who participate in this Consortium/Joint Venture must be attached to the Special Resolution.*

SCHEDULE 4

SCHEDULE OF PROPOSED SUB-CONTRACTORS

We notify you that it is our intention to employ the following sub-contractors for work in this contract. If we are awarded a contract we agree that this notification does not change the requirement for us to submit the names of proposed sub-consultants in accordance with requirements in the contract for such appointments. If there are no such requirements in the contract, then your written acceptance of this list shall be binding between us.We agree we will not subcontract more than 25% of the value of the contract to a person who is not an HDI or does not qualify for such preference.

	Name and address of proposed sub-contractor	Nature and extent of work	Previous experience with sub-contractor
1			
2			
3			
4			
5			

Name of representative	**Signature**	**Capacity**	**Date**

Name of organisation:	

SCHEDULE 5

COMMITMENTS OF TENDERER

PARTICULARS OF COMMITMENTS WHICH THE TENDERER IS PRESENTLY ENGAGED WITH:

Current projects:

Project		Employer	Reference / Contact person	Contact Tel. No.	Contract amount	Contract period	Date of commence-ment	Scheduled date of completion
1								
2								
3								
4								
5								

Name of Tenderer	Signature	Date

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

SCHEDULE 6

RECORD OF ADDENDA TO TENDER DOCUMENTS

I / We confirm that the following communications received from the Victor Khanye Local Municipality before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer: *(Attach additional pages if more space is required)*

	Date	Title or Details
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		
11.		
12.		
13.		

Name of Tenderer	Signature	Date

6. I / We confirm that no communications were received from the Victor Khanye Local Municipality before the submission of this tender offer, amending the tender documents.

Name of Tenderer	Signature	Date

SCHEDULE 7

CLARIFICATION MEETING ATTENDANCE CERTIFICATE

This is to certify that I, _____representing

_____in the company of

_____ attended the clarification meeting

on {insert date}…….

I have made myself familiar with all conditions likely to influence the work and the cost thereof. I further certify that I am satisfied with the description of the work and explanations given at the clarification meeting and that I understand perfectly the work to be done, as specified and implied, in the execution of this contract.

Name of Tenderer	Signature	Date

Name of Municipal Representative	Signature	Date

SCHEDULE 8
COMPULSORY ENTERPRISE QUESTIONNAIRE

The following particulars must be furnished. In the case of a joint venture, separate enterprise questionnaires in respect of each partner must be completed and submitted.

Section 1: Name of enterprise: ……....

Section 2: VAT registration number, if any: …….

Section 3: Particulars of sole proprietors and partners in partnerships

Name*	Identity number*	Personal Income tax number*

* Complete only if sole proprietor or partnership and attach separate page if more than 3 partners

Section 4: Particulars of companies and close corporations

Company registration number ……...

Close corporation number ……..

Tax reference number …….

Section 5: Record in the service of the state

Indicate by marking the relevant boxes with a cross, if any sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently or has been within the last 12 months in the service of any of the following:

	A member of any municipal council		A employee of any provincial department, national or provincial public entry or constitutional institution within the meaning of the Public finance Management Act, 1999 (Act 1 of 1999)
	A member of any provincial legislation		A member of an accounting authority of any national or provincial public entity
	A member of the National Assembly or the National Council of Province		A employee of Parliament or a provincial legislature
	A member of the board of directors of any municipal entity		An official of any municipality or municipal entity

If any of the above boxes are marked, disclose the following:

Name of sole proprietor, partner, director, manager, principal shareholder or stakeholder	Name of institution, public office, board or organ of state and position held	Status of service	
		Current	Within last 12 months

Section 6: Records of spouses, children and parents in the service of the state

Indicate by making the relevant boxes with a cross, if any spouses, child or parent of a sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently or has been within the last 12 months been in the service of any of the following:

	A member of any municipal council		An employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management act, 1999 (act 1 of 1999)
	A member of any provincial legislature		A member of an accounting authority of any national or provincial public entity
	A member of the National Assembly or the National Council of Province.		An employee of Parliament or a provincial legislature
	A member of the board of directors of any municipal entity		A official of any municipality or municipal entity

Name of spouse, child or parent	Name of institution, public office, board or organ of state and position held	Status of service (tick appropriate column)	
		Current	Within last 12 months

* insert separate page if necessary

The undersigned, who warrants that he/she is duly authorised to do so on behalf of the enterprise:

i) authorizes the Employer to obtain a tax clearance certificate from the South African Revenue Services that my / our tax matters are in order;

ii) confirms that the neither the name of the enterprise or the name of any partner, manager, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears on the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004.

iii) confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears, has within the last five years been convicted of frauds or corruption;

iv) confirms that I / we are not associated, linked or involved with any other tendering entities submitting tender offers and have no other relationship with any of the tenderers or those responsible for compiling the scope of work that cold cause or be interpreted as a conflict of interest; and

v) confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.

Signed: _____ Date: _____

Name: _____ Position: _____

Enterprise: _____ Name: _____

T2.2.2 COMPULSORY MUNICIPAL BID DOCUMENTATION

MBD 2: TAX CLEARANCE CERTIFICATE

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

1. In order to meet this requirement bidders are required to complete in full form TCC001 "Application for a Tax Clearance Certificate" and submit it to any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign bidders / individuals who wish to submit bids. Form TCC 001 is available from any SARS branch office nationally or on the website www.sars.gov.za.
2. SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.
3. The **original** Tax Clearance Certificate must be submitted together with the bid. Failure to submit the original and valid Tax Clearance Certificate will result in the invalidation of the bid. Certified copies of the Tax Clearance Certificate will not be acceptable.
4. In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate.
5. Applications for the Tax Clearance Certificates may also be made via e-Filing. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website www.sars.gov.za.
6. Exemption to the provision of a Tax Clearance Certificate will be granted provided that:
    a) The bidder is registered on the vendor database of the municipality and a valid tax clearance certificate was submitted together with the application for registration;
    b) If the closing date of the price quotation or bid falls within the expiry date of the tax clearance certificate that is in the municipality's possession.

MBD 4

DECLARATION OF INTEREST

1. No bid will be accepted from persons in the service of the state[1].

1. 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[2]):……..

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. ……

……..

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

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

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

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

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

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

……

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

3.10.1 If yes, furnish particulars.

……
……

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

3.11.1 If yes, furnish particulars

……
……

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

3.12.1 If yes, furnish particulars.

……
……

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

3.13.1 If yes, furnish particulars.

……
……

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

3.14.1 If yes, furnish particulars:

……..

……..

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

Full Name	**Identity Number**	**State Employee Number**

…….. ……..

Date **Signature**

…… ……

Capacity **Name of Bidder**

MBD 5

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

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

1.	Are you by law required to prepare annual financial statements for auditing?	***YES / NO**
1.1	If yes, submit audited annual financial statements for the past three years or since the date of establishment if established during the past three years.	
2.	Do you have any outstanding undisputed commitments for municipal services towards any municipality for more than three months or any other service provider in respect of which payment is overdue for more than 30 days?	***YES / NO**
2.1	If no, this serves to certify that the bidder has no undisputed commitments for municipal services towards any municipality for more than three months or other service provider in respect of which payment is overdue for more than 30 days.	
2.2	If yes, provide particulars:	
3.	Has any contract been awarded to you by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract?	***YES / NO**
3.1	If yes, provide particulars:	
4.	Will any portion of goods or services be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality / municipal entity is expected to be transferred out of the Republic?	***YES / NO**
4.1	If yes, provide particulars:	

CERTIFICATION

I, THE UNDERSIGNED (NAME) ……

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

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

……
Signature

……
Date

……
Position

……
Name of Bidder

MBD 6.1

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

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

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

---

1. GENERAL CONDITIONS

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

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

1.2 To be completed by the organ of state

(*delete whichever is not applicable for this tender*).

a) The applicable preference point system for this tender is the 90/10 preference point system.

b) The applicable preference point system for this tender is the 80/20 preference point system.

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

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

(a) Price; and

(b) Specific Goals.

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	
SPECIFIC GOALS	
Total points for Price and SPECIFIC GOALS	**100**

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

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

2. DEFINITIONS

(a) **"tender"** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;

(b) **"price"** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;

(c) **"rand value"** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

(d) **"tender for income-generating contracts"** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and

(e) **"the Act"** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

80/20 **or** **90/10**

$$Ps = 80\left(1 - \frac{Pt - P\,min}{P\,min}\right) \text{ or } \qquad Ps = 90\left(1 - \frac{Pt - P\,min}{P\,min}\right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

80/20 **or** **90/10**

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

(a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or

(b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
RACE	6	
GENDER	6	
DISABILITY	6	
YOUTH	2	

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm…….

4.4. Company registration number: ……..

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

i) The information furnished is true and correct;

ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;

iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;

iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –

(a) disqualify the person from the tendering process;

(b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;

(c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;

(d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and

(e) forward the matter for criminal prosecution, if deemed necessary.

.....
SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME: .....
DATE: .....

ADDRESS: .....
.....
.....
.....

CONTRACT FORM - PURCHASE OF GOODS/WORKS

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

PART 1 (TO BE FILLED IN BY THE BIDDER)

1. I hereby undertake to supply all or any of the goods and/or works described in the attached bidding documents to (name of institution) ……..……. in accordance with the requirements and specifications stipulated in bid number ……..…….. at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the purchaser during the validity period indicated and calculated from the closing time of bid.

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

   (i) Bidding documents, *viz*
   - Invitation to bid;
   - Tax clearance certificate;
   - Pricing schedule(s);
   - Technical Specification(s);
   - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
   - Declaration of interest;
   - Declaration of bidder's past SCM practices;
   - Certificate of Independent Bid Determination;
   - Special Conditions of Contract;

   (ii) General Conditions of Contract; and

   (iii) Other (specify)

3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the goods and/or works specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.

4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.

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

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

NAME (PRINT) …….

CAPACITY …….

SIGNATURE …….

NAME OF FIRM …….

DATE …….

WITNESSES

1 …….....

2 …….....….

DATE: …….....…..

PART 2 (TO BE FILLED IN BY THE PURCHASER)

1. I, …… in my capacity as ……..…..

   accept your bid under reference number …… dated …… for the supply of goods/works indicated hereunder and/or further specified in the annexure(s).

2. An official order indicating delivery instructions is forthcoming.

3. I undertake to make payment for the goods/works delivered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice accompanied by the delivery note.

ITEM NO.	PRICE (ALL APPLICABLE TAXES INCLUDED)	BRAND	DELIVERY PERIOD	B-BBEE STATUS LEVEL OF CONTRIBUTION	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)

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

SIGNED AT ……..…… ON ……..…..

NAME (PRINT) ……..

SIGNATURE ……..……

OFFICIAL STAMP

WITNESSES

1 ……..……

2 ……..……

DATE: ……..……..

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	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? (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 *audi alteram partem* rule was applied). **The Database of Restricted Suppliers now resides on the National Treasury's website(www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.**	Yes ☐	No ☐
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? **The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.**	Yes ☐	No ☐
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 ☐	No ☐
4.3.1	If so, furnish particulars:		

Item	Question	Yes	No
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes ☐	No ☐
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 ☐	No ☐
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[1] invited.

2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).[2] Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.

3 Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:

a. take all reasonable steps to prevent such abuse;

b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and

c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.

4 This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid rigging.

5 In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

_____

(Bid Number and Description)

in response to the invitation for the bid made by:

_____

(Name of Municipality / Municipal Entity)

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

I certify, on behalf of: _____ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate.

2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect.

3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder.

4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder.

5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:

   (a) has been requested to submit a bid in response to this bid invitation;

   (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and

   (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder.

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium[3] 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.

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

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

THE CONTRACT

C1: AGREEMENTS AND CONTRACT DATA

C1.1 FORM OF OFFER AND ACCEPTANCE

FORM OF OFFER

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

……..

Bid / Tender Number: **TENDER NO: T/CORPSERV/01/11/2026/2027**

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

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

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

MBD 3.1: ……..……..……. Rand (in

words); R ……..……..……. (in figures)

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

Signature Block: Tenderer	
Signature.....	Date.....
Name.....	
Capacity.....	
Name of organization.....	
Address of organization.....	
.....	
Signature of witness.....	Date.....
Name of witness.....	

*

Bidders have to complete the offer total of price in words as well as in figures

FORM OF ACCEPTANCE

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

The terms of the contract, are contained in:

- Part C1 Agreements and contract data, (which includes this agreement)
- Part C2 Pricing data
- Part C3 Scope of work

and documents or parts thereof, which may be incorporated by reference into Parts C1 to C3 above.

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

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

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

Signature Block: Employer	
Signature.....	Date.....
Name.....	
Capacity.....	
for the Employer	Victor Khanye Local Municipality P.O. Box 6 Delmas, 2210
Signature of witness.....	Date.....
Name of witness.....	

SCHEDULE OF DEVIATIONS

1. Subject: _____

   Details: _____

2. Subject: _____

   Details: _____

3. Subject:_____

   Details: _____

4. Subject: _____

   Details: _____

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

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

C1.2 CONTRACT DATA

PART 1: DATA PROVIDED BY THE EMPLOYER

a) The Employer is the **Victor Khanye Local Municipality**

b) The authorised and designated representative of the Employer: Municipal manager

c) The address for receipt of communications is:

Tel: 013-004-1300
Fax: 013-665-2913
E-mail:secmm@victorkhanyelm.gov.za
Address: Corner Samuel and Van Der Walt Street
Delmas 2210

d) The Project is: **TENDER No: T/CORPSERV/01/11/2026/2027**

e) The Period of Performance commences on the date of signature of the Form of Acceptance.

f) The location for the performance of the Project is **the Municipal area of Delmas.**

g) The Service Provider is required to provide the Service with all reasonable care, diligence and skill in accordance with generally accepted professional techniques and standards.

h) The Service Provider is required to obtain the Employer's prior approval in writing before taking any of the following actions:

i) Appointing Subcontractors for the performance of any part of the Services,
ii) Appointing Key Persons or Personnel not listed by name in the Contract Data.

j) Copyright of documents prepared for the Project shall be vested with the Employer

k) Interim settlement of disputes is to be by mediation

l) Final settlement is by litigation

m) In the event that the parties fail to agree on a mediator, the mediator is nominated by the National Treasury(NT)

n) Neither the Employer nor the Service Provider is liable for any loss or damage resulting from any occurrence unless a claim is formally made within two (2) months from the date of termination or completion of the Contract.

PART 2: **DATA PROVIDED BY THE SERVICE PROVIDER**

The Service Provider is: _____

Address: _____

_____

_____

Telephone: _____

Facsimile: _____

The authorised and designated representative of the Service Provider is:

Name: _____

The address for receipt of communications is:

Telephone: _____

Facsimile: _____

Email: _____

Address: _____

_____

. **1.PRICING SCHEDULE**

PRICING INSTRUCTIONS

a) These pricing instructions provide the Tenderer with guidelines and requirements with regard to the completion of the Pricing Schedule. These pricing instructions also describe the criteria and assumptions which will be assumed in the Contract to have been taken into account by the Tenderer when developing his prices.

b) The Pricing Schedule shall be read with all the documents which form part of this Contract.

c) The following words have the meaning hereby assigned to them:

Unit	The Unit of measurement for each item of work in terms of the Scope of Work.
Rate	The payment per unit of work at which the tenderer tenders to do the work.

d) The rates to be inserted in the Pricing Schedule are to be full inclusive for the work described under the several items. Such rates shall cover all costs and expenses that may be required in and for the execution of the work described, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the documents on which the tender is based, as well as overhead charges and profit.

e) A rate is to be entered against each item in the Schedule of Fees and Disbursements. An item against which no rate is entered will be accepted as a rate of nil having been entered against such items and covered by the other prices or rates in the schedule.

f) All rates and sums of money quoted in the Pricing Schedule shall be in Rands and whole cents. Fractions of a cent shall be discarded.

APPOINTMENT OF A PANEL OF 5 (FIVE) PROFESSIONAL LEGAL SERVICE PROVIDERS FOR A PERIOD OF 36 (THIRTY SIX) MONTHS FOR VICTOR KHANYE LOCAL MUNICIPALITY

SCOPE OF WORK

1 GENERAL LITIGATION AND DISPUTE RESOLUTION

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

2 EMPLOYMENT AND LABOUR LAW

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

3 PROPERTY LAW/CONVEYANCING AND NOTARY SERVICES

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

4 ADMINISTRATIVE LAW

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

5 CONSTRUCTION LAW

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

6 WATER LAW

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

7 ENVIRONMENTAL LAW

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

8 CONTRACT LAW

This includes, but is not limited to drafting and vetting of various agreements, opinions and law of contracts.

9 PROCUREMENT LAW

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

10 ADVISORY, GOVERNANCE, COMPLIANCE AND REGULATORY

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

11 GENERAL AND FORENSIC INVESTIGATIONS

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

12 DEBT COLLECTION

This shall include collections of monies owed to the municipality.

3 Functionality

A firm must obtain a minimum of 65 points out of the 90 points above to be considered for price and BBB-EE evaluation.

Project Manager/ Lead Partner: ***(Maximum Points obtainable 20)***

Name of Project Manager/Lead Partner ……..

Evaluation Criteria	**Minimum Required**	**Elimination Factor**	**Maximum Points obtainable**	**Points Claimed**
Academic Qualifications (Proof of academic qualifications must be attached for all personnel. See Note 1	Bachelor of Laws (LLB),or B URIS or B PROC degree	Yes	3	
Professional Registration (Attach admission certificate as a Legal Practitioner. See Note 2)	Admission as an attorney (Registered with the Law Society/Legal Practice Council)	Yes	2	
Sub-total			**5**	
Years of experience after admission as a legal practitioner (Attach CV indicating experience and number of years in practice. See note 4)	3-5	No	1	
	5-7	No	3	
	8 and above	No	6	
Sub-Total			**6**	
Years of experience after admission as a Conveyancer/ Notary (Attach admission certificate as a Conveyancer/ Notary)	3-5	No	1	
	5-7	No	3	
	8 and above	No	6	
Sub-Total			**6**	
Current Employment	Full time employed by the Legal Firm	Yes	3	
Sub-total			**3**	
Total			**20**	

PROFESSIONAL ASSISTANT: ***(Maximum Points obtainable 20)***

Name of PA: ……..

Evaluation Criteria	**Minimum Required**	**Elimination Factor**	**Maximum Points obtainable**	**Points Claimed**
Academic Qualifications (Proof of academic qualifications must be attached for all personnel. See Note 1)	Bachelor of Laws (LLB),or B URIS or B PROC degree	Yes	3	
Professional Registration (Attach admission certificate as a Legal Practitioner. See Note 2)	Admission as an Attorney	Yes	2	
Sub-total			**5**	
Years of experience after admission as a legal practitioner (Attach CV indicating experience and number of years in practice. See note 4)	3-5	No	1	
	5-7	No	5	
	8 and above	No	10	
Sub-Total			**10**	
Current Employment	Full time employment by the Firm	No	5	
Sub-Total				
Total			**20**	

EXPERIENCE OF FIRM AND COMPARABLE PROJECTS: **(*Maximum Points obtainable 40)***

Evaluation Criteria	**Minimum Required**	**Elimination Factor**	**Maximum Points obtainable**	**Points Claimed**
Experience of the firm in handling legal matters in the Magistrate's Court, High Court, labour Court Bargaining Council, CCMA and any other courts (Attach proof of previous cases dealt with in the above. See note 4)	1 - 3	No	3	
	4 - 7	No	7	
	8- 9	No	10	
	10 and above	No	20	
Sub-Total			**20**	
Involvement in comparable projects (Attach copies of appointment letters/ letters of recommendations/ Service level agreements from other clients in the Public Service or in a municipal environment. See Note 5)	1-3	No	3	
	4-7	No	7	
	8 -9	No	10	
	10 and above	No	20	
Sub-Total			**20**	
Total			**40**	

PROOF OF OFFICES: (***Maximum Points obtainable 10)***

Evaluation Criteria	Minimum Required	Elimination Factor	Maximum Points obtainable	Points Claimed
Proof of offices	Submit certified copy of title deeds Or valid Lease Agreement in the company's name.	No	10	
	No Submission	No	0	
Sub-Total			**10**	
Total			**10**	

NOTES

Note 1: Academic Qualifications

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

Minimum requirements for Project Manager

- At least a LLB, B Uris/ B Proc Law Degree
- At least 3 or more years of experience after admission as a legal practitioner;

Note 2: Professional Registration

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

Note 3: Employment History

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

Note 4: General Litigation Experience

To qualify for any points, the bidder must provide a summary of the matters that the bidder has handled and concluded since 2016, indicating the following minimum information:

i. brief description of the facts
ii. findings and order
iii. Citation for each matter (the court where the matter was heard, name of parties, case number, forum, etc.)

Note 5: Experience in Practice

The Bidder must attach copies of Appointment Letters/ letters of recommendations/ Service level agreements from other clients in the Public Service or in a municipal environment. Points claimed without these requested evidence documents will not be considered. No submission will amount to no points being awarded.

BILL OF QUANTITIES

BILL OF QUANTITIES / SUMMARY OF TOTAL OFFERED FEES

ITEM	PARTICULARS	RATES PER HOUR/PER ATTENDANCE					
		MAG COURT/CCMA/SALGBC/DC HEARING			HIGH, SUPREME AND LABOUR COURT		
		Yr. 1	Yr. 2	Yr. 3	Yr1.	Yr. 2	Yr3.
1a.	Taking instructions to sue or defend or counterclaim and considering merits therein.						
1b.	Consultation with Officials, Witnesses, Counsel etc.						
2a.	Litigation: Attendance in High Court, Labour Court, Appeal Court, where Counsel is appointed.						
2b.	Litigation: Attendance in High Court, Labour Court, Appeal Court, where Counsel is not appointed.						
3	Litigation: Attendance in Magistrates Court.						
4	Legal Opinions						
5	Preparing for Court Cases						
6	Perusal of documents						
7	Drawing up of documents						
8	Township opening and registration						
9	Transfer and registration of immovable properties						
10	Notary and conveyancing						
11	Drafting of correspondence						
12a.	Drafting of Notices.						
13b.	Drafting of Founding Papers, Pleadings and other Affidavits						
14	Drafting and issuing summons, applications and/or motions						
15	Notice of Bar and other Pre Trial Notices						
16	Telephone call attendances						
17	Travelling time						
18	Travelling costs						
	TOTAL FEES (per Year)						
	GRAND TOTAL						
	VAT @ 15%						
	TOTAL (Including VAT)						
	GRAND TOTAL FOR ALL THREE (03) YRS						

The grand total for the duration of 3 (three) years must be carried /forwarded to the Form of Offer.

2. Points System: 80:20

The tender shall be evaluated on a 80/20 preferential points system, where 80 points will be allocated in respect of price and 20 points in respect of targeted goals.

POINTS FOR CONTRACTING AN ENTERPRISE OWNED BY HISTORICALLY DISADVANTAGED PERSONS OR INDIVIDUALS		
HISTORICALLY DISAVANTAGED PERSONS OR INDIVIDUALS	**POINTS ALLOCATION**	**SOURCE DOCUMENTS REQUIRED TO CLAIM POINTS**
100% black person or people owned enterprise	6	A copy of **a Full CSD report** not older than 3 months

POINTS FOR CONTRACTING AN ENTERPRISE OWNED BY WOMEN OR MEN		
WOMEN OR MEN	**POINTS ALLOCATION**	**SOURCE DOCUMENTS REQUIRED TO CLAIM POINTS**
More than 30% women owned enterprise	6	A copy of **a Full CSD report** not older than 3 months
Men only owned enterprise	5	

POINTS FOR CONTRACTING AN ENTERPRISE OWNED BY PEOPLE WITH DISABILITY		
PEOPLE WITH DISABILITY	**POINTS ALLOCATION**	**SOURCE DOCUMENTS REQUIRED TO CLAIM POINTS**
More than 30% people living with disability shareholding or owned enterprise	6	A copy of a Medical Certificate to confirm disability

POINTS FOR IMPLEMENTING RDP PROGRAMMES		
YOUTH	**POINTS ALLOCATION**	**SOURCE DOCUMENTS REQUIRED TO CLAIM POINTS**
100% YOUTH OWNED ENTERPRISE PERSONS WHO ARE AGE 35 YEARS AND LESS	2	A COPY OF A FULL CSD REPORT NOT OLDER THAN 3 MONTHS.
TOTAL PREFERENCE POINTS TO BE CLAIMED	20	

GENERAL CONDITIONS OF CONTRACT

The General Conditions of Contract is not included in this document and can be downloaded from the following website:

http://www.treasury.gov.za/legislation/pfma/public%20entities/PFMA%20GCC%20July%202010.pdf

The Supply Chain Management Policy (SCM) is not included in this document and can be downloaded from the following website:

www.victorkhanyelm.gov.za