

# TENDER DOCUMENT



Project Name	Project Number
APPOINTMENT OF 08 PANEL OF ATTORNEYS FOR BLOBERG LOCAL MUNICIPALITY FOR PERIOD OF 36 MONTHS.	BM28/20/21

Contact : Mr. MM Makobela – Manager: SCM

Tel : (015) 505 7100 Fax : (015) 505 0296

COMPANY NAME


CONTACT PERSON: \_\_\_\_\_

CONTACT NUMBER: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_

TENDER AMOUNT (In figures): R\_\_\_\_\_

(IN WORDS): \_\_\_\_\_

\_\_\_\_\_

**VERY IMPORTANT NOTICE ON DISQUALIFICATIONS:**

***BY SUBMITTING THE BID, THE BIDDER UNDERTAKES TO ABIDE BY THE TERMS AND CONDITIONS OF THIS TENDER INCLUDING BUT NOT LIMITED TO THE RULES OUTLINED BELOW***

- A bid not complying with the requirements stated hereunder will be regarded as not being an “Acceptable bid”, and as such will be rejected.
- “Acceptable bid” means any bid which, in all respects, complies with the conditions of bid and specifications as set out in the bid documents, including conditions as specified in the Preferential Procurement Policy Framework Act (Act 5 of 2000) and related legislation and regulations, in terms of which provision is made for this policy.
- In this document and other documents referred to but not attached, the following words are synonymous with each other.
  - a. CLIENT, EMPLOYER, BLOUBERG LOCAL MUNICIPALITY, MUNICIPALITY
  - b. BID, TENDER AND VARIATIONS THEREOF
  - c. JOINT VENTURE / CONSORTIUM
  - d. TENDERER, BIDDER, CONTRACTOR

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## **1. FULL DESCRIPTION OF THE TENDER**

- 1.1 Blouberg Local municipality would like to appoint a competent service provider registered on the national Central Supplier Database (CSD) for the "Appointment of eight(08) Panel of Attorneys for BLM for 36 months".

## **2. RULES FOR BIDDING**

- 2.1 The bidding entity shall be the same entity that will execute the bid. Any bid found to be fronting for another entity or entities shall be disqualified immediately.
- 2.2 All Bidders submitting bids as part of a consortium or joint venture must submit recent reports from CSD not older than three months.
- 2.3 Bidders may ask for clarification on these bid documents or any part thereof up to close of business week before the deadline for the submission of the bids.
- 2.4 The municipality reserves the right to return late bid submission unopened.
- 2.5 Bidders may not contact the municipality on any matter pertaining to their bid from the time when the bids are submitted to the time the contract is awarded. Any effort by a bidder to influence bid evaluation, bid comparisons or bid award decisions in any manner, may result in rejection of the bid concerned.
- 2.6 The appointed provider will be paid an amount claimed within thirty days upon the receipts of the invoice.
- 2.7 The appointed service provider will also bill the municipality for the agreed service rendered.
- 2.8 Bidders must attach proof of parties involved in the joint venture.
- 2.9 The Bid document must be properly signed by a party having the authority to do so, according to the example of "Authority or Signatory"
- 2.10 Bidders will be disqualified if Municipal rates and taxes or municipal service charges owed by the bidder or any of its directors to the municipality or municipal entity, are in arrears for more than three months from the date of the advert.
- 2.11 Bidders will be disqualified if:
  - 2.11.1 Any bidders who during the last five (5) years has failed to perform satisfactorily on a previous contract with the municipality, municipal entity or any other organ of state after a reasonable written notice was given to that bidder that performance was unsatisfactory or appears on the register / database of defaulters.
  - 2.11.2 they are bankrupt or being wound up, are having their affairs administered by the courts,

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- 2.11.3 Have entered into an arrangement with creditors, have suspended business activities, are the subject of proceedings concerning those matters, or are in any analogous situation arising from a similar procedure provided for in national legislation or regulations;
- 2.11.4 Are guilty of misrepresentation in supplying the information required in the document as a condition of participation in the procurement procedure or fail to supply this information;
- 2.12 The accounting officer must ensure that irrespective of the procurement process followed, no award may be given to a person –
  - 2.12.1 Who is in the service of the state, or;
  - 2.12.2 If that person is not a natural person, of which any director, manager, principal shareholder or stakeholder, is a person in the service of the state; or;
  - 2.12.3 Who is an advisor or consultant contracted with the municipality in respect of contract that would cause conflict of interest
- 2.13 Bid offers will be rejected if the bidder or any of his/ her directors is listed on the Register of Bid Defaulters in terms of the Prevention and Combating of Corrupt Activities Act 12 of 2004 as a person prohibited from doing business with the public sector and all bids would be subjected to vetting.
- 2.14 Failure by the bidder to disclose with the bid submission any form of conflict of interest including disclosure on a person(s) who is in the service of the state or any immediate blood relative in the service of the state will lead to disqualification.
- 2.15 Bids received by telegram, fax or e-mail will not be considered. Late bids shall neither be accepted nor considered.
- 2.16 The municipality is not liable for any documents delivered via courier companies and by post. No official is going to sign the receipt of the bid document.
- 2.17 Bid documents must be submitted in a sealed envelope clearly marked with the project name and number.
- 2.18 Fully completed and signed bid documents must be deposited into the tender box located at Blouberg Municipality, next to reception office.

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## **T1.1 BID NOTICE AND INVITATION TO BID**

BLOUBERG Local municipality would like to appoint a competent service provider registered on the national Central Supplier Database, Appointment of Eight (08) Panel of Attorneys for 36 Months.

The municipality will enter into a service level agreement with the appointed service provider to clarify terms and conditions for the duration of the project

Tender documents containing the Conditions of Tender, Evaluation criteria as well as the applicable procurement terms and conditions will be available as a day after the briefing session on E-tender portal ([www.etender.gov.za](http://www.etender.gov.za))

**When downloaded from the municipal website, tender documents are uncontrolled and the responsibility lies with the bidder to ensure the printout is in line with the Authorized Version on the system.**

Complete tender documents, fully priced and signed with all the necessary documents attached, must be sealed in an envelope marked "TENDER" Description of Project / Project Number" as mentioned above. The closing date for submission of Tender bids is **10/03/2021**

The Municipality shall adjudicate and award tenders in accordance with the Preferential Procurement Policy Framework of 2017, on 80/20-point system. Tenders will remain valid for 90 (ninety) days.

Enquiries related to this tender should be addressed to Mr. MM Makobela and Mr Makwela M L at (015) 505 7100 during working hours.

Municipal Address

**MR. MACHABA JUNIAS  
MUNICIPAL MANAGER  
BLOUBERG MUNICIPALITY  
P.O BOX1593  
SENWABARWANA  
0790**

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## T1.2 BID DATA

The **Standard Conditions of Bid** makes several references to the bid data for details that apply specifically to this bid. The bid data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the standard conditions of bid.

Clause number	Data
F.1.1 ACTIONS	The Employer is: The Municipal Manager BLOUBERG Local Municipality 2 <sup>nd</sup> Building Dendron Road Senwabarwana 0790
F.1.4 COMMUNICATION AND EMPLOYER'S AGENT	The Employer's Agent is: Name: Mr. Makwela M Address: 2 <sup>nd</sup> Building Dendron Road Senwabarwana 0790 Tel: 015 505 7100
F.2.1 ELIGIBILITY	Companies that fit all the requirements of this bid as specified.
F.2.12 ALTERNATIVE TENDER OFFERS	<i>No alternative bid is to be accepted!</i>
F.2.13.2 SUBMITTING A TENDER OFFER	The <b>whole original</b> bid document, <b>as issued by the Municipality</b> , shall be submitted. <b>No copies will be accepted.</b> Bids may only be submitted on the Bid documentation issued by the municipality
F.2.13.3 BRIEFING SESSION	<b>DATE: N/A</b> <b>TIME : N/A</b>
F.2.14 CLOSING DATE & TIME	<b>DATE: 10/03/2021</b> <b>TIME: 11H00</b>  <b>It is the responsibility of the tenderer to ensure that their tender is complete and reaches the correct address by the designated deadline.</b> <b>Late, faxed or e-mailed tenders will not be considered.</b>
F.2.15 TENDER OFFER VALIDITY	1. The employer will have up to 90 days (working days) from the closing date within which to consider submitted bids. 2. The successful bidder will have up to 30 days to respond to the service offer.

Clause number	Data
<p>F.1.10 CERTIFICATES AND ATTACHMENTS</p>	<p>The bidder is required to attach the following <b>Valid documents</b> to the tender document:</p> <ul style="list-style-type: none"> <li>a. Proof of registration on Central Supplier Database [At least 3 months valid] detailing all compliance requirements of the company;</li> <li>b. Certified <b>COPY</b> of the statement of municipal rates and taxes (not in arrears for more than three (3) months before the closing date), if renting a lease agreement and owner's up to date proof of municipal rates. If the bidder is operating where municipal rates are not applicable, a certified <b>COPY</b> of residence from the traditional authority must be submitted (not older than three (3) months before the closing date);</li> <li>c. The Master Registration Number or Tax compliance status pin [or a valid copy of tax clearance certificate]</li> <li>d. Certified ID copies of all directors</li> </ul> <p><b>Note:</b> Failure to attach the above documents will lead to automatic rejection of your Bid.</p>
<p>F.1.11 OPENING OF BID SUBMISSIONS</p>	<p>The time and location for opening of the bid offers Immediately after the closing time <b>11H00 on the closing date 10/03/2021</b></p> <p>Location: BLOUBERG Local Municipality- Old Municipal Building 02<sup>nd</sup> Building Dendron Road Senwabarwana 0790</p> <p>Any bid received after the deadline for submission of bids prescribed, will be rejected and/or returned unopened to the Bidder.</p>
<p>F.1.12 TWO-ENVELOPE SYSTEM</p>	<p>A two-envelope procedure will <b>not</b> be followed.</p>
<p>F.1.12 ARITHMETICAL ERRORS</p>	<p>a) Where there is a discrepancy between the amounts in figures and in words, the amount in figures shall govern.</p> <p>b) If bills of quantities (or schedule of quantities or schedule of rates) apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, <u>the rate shall govern and the line item total shall be corrected.</u></p> <p>c) Where there is an error in the total of the prices either as a result of corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall be adjusted to reflect the arithmetically correct summation of corrected line item totals.</p> <p>Consider the rejection of a tender offer if the tenderer does not accept the correction of the arithmetical errors in the manner described above.</p>
<p>F.1.13</p>	<p>Stage 1: The preference procedure for evaluation of responsive bid offers shall be the <b>80/20</b> - point preference system.</p>

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Clause number	Data
EVALUATION OF BID OFFERS	<ul style="list-style-type: none"> <li>- where 80 points will be allocated in respect of price</li> <li>- 20 points will be allocated towards targeted goals</li> <li>- Functionality=100 %</li> </ul>
F.1.14 ACCEPTANCE OF BID OFFER	Bids containing any one or more of the errors or omissions, or bids not having complied with any one of the required bid conditions as detailed in this bid document, shall not be considered and shall automatically be rejected.
F.1.15 PROVIDE COPIES OF THE CONTRACTS	The number of paper copies of the signed contract to be provided by Blouberg Municipality is <b>one</b> .
ADDITIONAL CONDITIONS APPLICABLE TO THIS BID	<p>The additional conditions of bid are:</p> <ol style="list-style-type: none"> <li>1 The Employer may also request that the bidder provide written evidence on the adequacy of financial, labour and other resources for carrying out the contract.</li> <li>2 The Employer reserves the right to appoint a firm of chartered accountants and auditors and/or execute any other financial investigations on the financial resources of any bidder. The bidder shall provide all reasonable assistance in such investigations.</li> <li>3 The bidder shall be required to complete the Form of Offer and Acceptance (C1.1) and Bills of Quantity.</li> <li>4 The bid document shall be submitted as a whole and shall <b>not</b> be submitted in parts.</li> <li>5 <b>List of returnable documents (PART T2) must be completed in full.</b> (i.e.: A bidder's company profile <b>will not</b> be used by the BLM to complete PART T2 on behalf of the bidder)</li> </ol> <p><b>NB: If PART T2 is not completed in full by the bidder, the offer will be rejected.</b></p>

## F.1 Standard Conditions of the Bid

### F.1.1 Actions

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 F.2 and F.3, timeously and with integrity, and behave equitably, honestly with openness and transparency.

### F.1.2 Tender Documents

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

### F.1.3 Interpretation

F.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.

F.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.

F.1.3.3 For the purposes of these conditions for the calling of expressions of interest, the following definitions apply:

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a) Comparative offer means the tenderer's financial offer after the factors of non-firm prices, all unconditional discounts and any other tendered parameters that will affect the value of the financial offer have been taken into consideration

b) 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

c) 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.

#### **F.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.

#### **F.1.5 The employer's right to accept or reject any tender offer**

F.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.

F.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 three months.

### **F.2 Tenderer's obligations**

#### **F.2.1 Eligibility**

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

#### **F.2.2 Cost of tendering**

Accept that 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 to satisfy requirements.

It is a term of this bid that the employer is indemnified from any liability arising or accruing from expenses or damages or losses incurred by the bidder including in the event the employer opts to cancel or discontinue the bidding process of this tender.

#### **F.2.3 Check documents**

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

#### **F.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. The distribution of the tender documents is for the sole purpose of obtaining offers. The distribution does not grant permission or licence to use the documents for any other purpose. Tenderers are required to treat the details of all documents supplied in connection with the tender process as private and confidential. All

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responses to this invitation to tender will be treated in confidence and no information contained therein will be communicated to any third party without the written permission of the tenderer except in so far as is specifically required for the consideration and evaluation of the response or as may be required under law.

#### **F.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.

#### **F.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.

#### **F.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 are stated in the tender data.

#### **F.2.8 Seek clarification**

Request clarification of the tender documents, if necessary, by notifying the employer at least five (5) working days before the closing date stated in the tender data.

#### **F.2.9 Insurance**

Be aware that the extent of insurance to be provided by the employer (if any) might not be for the full cover required in terms of the conditions of contract identified in the contract data. The tenderer is required to seek adequate cover for covering liability that may arise in terms of international trips.

#### **F.2.10 pricing the tender offer**

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

F.2.10.2 Provide rates and prices that are fixed for the duration of the contract, payable after delivery of the vehicles, subject to inspection by the Employer.

F.2.10.3 State the rates and prices in South African Rand.

F.2.10.4 The municipality has limited resources and bids must be competitive, with market related pricing, as this will be one of the deciding factors in the final award of the contract.

#### **F.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 or TIPPEX are prohibited.

#### **F.2.12 Alternative tender offers**

F.2.12.1 Submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted. The alternative tender offer is to be submitted with the main tender offer together with a schedule that compares the requirements of the tender documents with the alternative requirements of the tenderer proposes.

F.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.

### **F.2.13 submitting a tender offer**

F.2.13.1 Submit a tender offer 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.

F.2.13.2 Return all returnable documents to the employer after completing them in their entirety.

F.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.

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

F.2.13.5 Seal the original package marking the package as "ORIGINAL"

F.2.13.6 Seal the original tender offer package in an outer package that states on the outside only the employer's address and identification details as stated in the tender data.

F.2.13.7 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.

### **F.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, will be regarded by the employer as non-responsive.

### **F.2.15 Closing Time**

F.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. Proof of posting shall not be accepted as proof of delivery. The employer shall not accept tender offers submitted by telegraph, facsimile or e-mail.

F.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.

### **F.2.16 Tender Offer Validity**

F.2.16.1 Hold the tender offer(s) valid for acceptance by the employer at any time during the validity period stated in the tender data after the closing time stated in the tender data.

F.2.16.2 If requested by the employer, consider extending the validity period stated in the tender data for an agreed additional period.

### **F.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.

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**Note: Sub-clause F.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.**

**F.2.18 Provide other material**

F.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), referencing 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.

**F.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.

**F.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.

**F.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.

**F.2.22 Return of other tender documents**

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

**F.2.23 Certificates**

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

**F.3 The employer's undertakings**

**F.3.1 Respond to clarification**

Respond to a request for clarification received up to five (5) working days before the tender closing time stated in the Tender Data and notify all tenderers who drew procurement documents.

**F.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 seven (7) 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.

**F.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.

**F.3.4 Opening of tender submissions**

F.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.

F.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, the total of his prices, preferences claimed and time for completion, if any, for the main tender offer only.

F.3.4.3 Make available the record outlined in F.3.4.2 to all interested persons upon a formal request.

### **F.3.5 Two-envelope system**

F.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.

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

### **F.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.

### **F.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.

### **F.3.8 Test for responsiveness**

F.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.

F.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. Detrimentially affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work,
- b. Change the Employer's or the tenderer's risks and responsibilities under the contract,

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c. Affect the competitive position of other tenderers presenting responsive tenders, if it were to be rectified.

### **F.3.9 Arithmetical errors**

F.3.9.1 Check responsive tender offers for arithmetical errors, correcting them in the following manner:

- a. Where there is a discrepancy between the amounts in figures and in words, the amount in figures shall govern.
- b. If bills of quantities (or schedule of quantities or schedule of rates) apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the rate shall govern and the total shall be corrected.
- c. 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 rate shall govern and the tenderer will be asked to revise selected item prices to achieve the tendered total of the prices.

F.3.9.2 Consider the rejection of a tender offer if the tenderer does not correct or accept the correction of his/her arithmetical errors in the manner described in F.3.9.1.

### **F.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.

### **F.3.11 EVALUATION METHODOLOGY**

- In addition to all items highlighted under Page 2 titled **“Very Important Notice on Disqualifications”**, the tenders will be evaluated in terms of the Municipality Supply Chain Management policy, Preferential Procurement Framework Act (Act 5 of 2000) and its regulations as amended..
- Tenders will be evaluated using the 80/20 points allocation system.

### **F.3.13 Acceptance of tender offer**

F.3.13.1 Accept tender offer only if the tenderer complies with the legal requirements stated in the Tender Data.

F.3.13.2 Notify the successful tenderer of the employer's acceptance of his/her tender offer by completing and returning one copy of the form of offer and acceptance before the expiry of the validity period stated in the tender data, or agreed additional period. Providing the form of offer and acceptance does not contain any qualifying statements, it will constitute the formation of a contract between the employer and the successful tenderer as described in the form of offer and acceptance.

### **F.3.14 Notice to unsuccessful tenderers**

After the successful tenderer has acknowledged the employer's notice of acceptance, the employer will publicise a list of bidders in the form of tender register on the municipal website

### **F.3.14 Municipality's right to accept or reject any or all Bids**

*The municipality reserves the right to:*

- Accept or reject any bid;
- Annul the tender process and reject all bids at any time prior to contract award;
- Award the contract to one or more bidders; without thereby incurring any liability to the affected Bidder or bidders.

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- Accept one or more bids submissions.
- Reject all bids submitted.
- Request further information from any bidder after the closing date.
- Cancel this bid or any part thereof any time, or
- Award this bid or any part thereof to any one or more bidders.
- Vary the site or number of sites and/or guards due to operational or budgetary requirements.

**F.3.15. Prepare contract documents**

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:

- addenda issued during the tender period,
- inclusion of the returnable documents,
- other revisions agreed between the employer and the successful tenderer, and
- the schedule of deviations attached to the form of offer and acceptance, if any.

**F.3.16 Issue final contract**

Prepare and issue the final draft of contract documents to the successful tenderer for acceptance within fourteen (14) days after the date of the employer's signing of the form of offer and acceptance (including the schedule of deviations, if any). Only those documents that the conditions of tender require the tenderer to submit, after acceptance by the employer, shall be included.

**F.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. List of attachments required for Evaluation Purposes**

- Detailed Company Profile with contactable reference
- Proof of Company Registration
- The master registration number or tax compliance status pin [or valid copy of tax clearance]
- Statement of Municipal rates and taxes not in arrears for more than three months before closing date of all company directors and of a company residing within the billing municipality (if leasing municipal rates and taxes of the landlord and lease agreement). If residing within the Tribal Authority jurisdiction (not older three months) proof of resident of all company directors and of a company.
- A certified BBBEE Certificate/Sworn affidavit certified by commissioner of oath (not older than three months)
- A Certified ID copies of all directors not older than 3 months
- A full detailed CSD report not older than 3 months
- Attach latest Annual Financial Statements for the past 12 months.
- Letter of good standing and admission



#### 4. EVALUATION METHODOLOGY

##### 4.1 Stages of Evaluation

**Stage 1: Administrative Requirements refer to List of Attachments Required for Evaluation Purpose)**

##### Stage 2: Functionality

Under functionality, bidders must achieve a minimum of 70% for functionality (quality) in order to be considered for further evaluation in stage 2 (Evaluation on Price and BBBEE). Bidders that score less than a minimum of 70% will be disqualified.

Criteria	Weight	Applicable Value System
<u>COMPANY EXPERIENCE</u> ✓ Bidder must demonstrate experience in providing legal matters listed in the scope of work - reference/appointment letters with contactable references to be attached. <i>[Attach atleast minimum of four (4) relevant appointment letters and testimonials from the Organisation(preferably public institution) on their letter-head]Should be the last 5 years(2015-2020)</i>	15	Poor = 1  Average = 2
<u>CAPACITY OF KEY PERSONNEL</u> ✓ Project team member with relevent NQF7 or higher,admission as an attorney( CV ,certified qualification , <i>[Attach the certified certificates of their qualificatiuons]</i>	10	Good = 3  Very good = 4
<u>LOCALITY</u> ✓ Economic participation (please attach copy of municipal rates and taxes or lease agreement of the director and businesss <i>[Atleast business operating within Capricorn district]</i>	15	Excellent = 5
<u>Business Proposal</u> Business proposal on how services will be rendered	✓ 25 letter of good standing and admission) ✓	
<b>TOTAL</b>	<b>65</b>	

**Stage 2: Evaluation on Price 80/20 and BBBEE status**

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**2.1 Financial offer and evaluation on price points**

- ✓ Score Bid evaluation points for financial offer.
- ✓ Confirm that Bidders are eligible for the BBBEE claimed, and if so, score Bid evaluation points for BBBEE.
- ✓ Calculate total Bid evaluation points (Price points plus BBBEE points)
- ✓ Rank Bid offers from the highest number of Bid evaluation points to the lowest.
- ✓ The bidder obtaining the highest number of total points will be awarded the contract.
- ✓ Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts;.
- ✓ Points scored must be rounded off to the nearest 2 decimal places.
- ✓ In the event that two or more bids have scored equal total points, the successful bids must be the one scoring the highest number of preference points for B-BBEE.
- ✓ However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for B-BBEE, the successful bid must be the one scoring the highest score for functionality.
- ✓ Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

**2.2 Price formula**

$$Np = \frac{80[1 - (Pt - Pmin)]}{Pmin}$$

- Where: Np = the number of bid/tender adjudication points awarded for price.
- Pt = the bid/tender sum (corrected if applicable) of the responsive bid under consideration.
- Pmin = the bid/tender sum (corrected if applicable) of the lowest responsive tender/bid.

**2.3 Scoring for BBBEE**

- a. Bids will be evaluated in accordance with the prescripts of the Preferential Procurement Policy Framework Act (PPPFA) and the associated Preferential Procurement Regulations of 2017, which stipulate a 80/20 point split for requirements not exceeding R50 000 000.00
- b. Bidders must attach certified copies of BBBEE to claim BBBEE points. Failure to attach the valid BBBEE points shall not disqualify the Bidder from further evaluation; but only points will be forfeited.
- c. **B-BBEE Status Level of Contributor Number of points (80/20 system)**

Preferential Elements	20 Points
B-BBEE Status Level of Contributor	Number of Points (80/20 system)
1	20
2	18
3	16
4	12
5	8

6	6
7	4
8	2
Non-compliant contributor	0

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**PART T2 LIST OF RETURNABLE DOCUMENTS**

*The bidder must complete the following returnable documents.*

- T2.1 RETURNABLE SCHEDULES REQUIRED FOR BID EVALUATION PURPOSES .....
- T2.2 OTHER DOCUMENTS REQUIRED FOR BID EVALUATION PURPOSES .....
- T2.3 RETURNABLE SCHEDULES THAT WILL BE INCORPORATED IN THE CONTRACT .....
- T2.4 OTHER DOCUMENTS THAT WILL BE INCLUDED IN THE CONTRACT

**NOTE:**

Although the documents under Part T2 is headed “Returnable Documents” in line with the CIDB model, these are not the only documents to be returned together with the bid. **All** the documents indicated on Part T1 must be completed and signed where applicable and submitted as a **complete set of documents**.

**T2.1 RETURNABLE SCHEDULES REQUIRED FOR BID EVALUATION PURPOSES**

**CONTENTS**

FORM 2.1.1: SIZE OF ENTERPRISE AND CURRENT WORKLOAD

FORM 2.1.2: CERTIFICATE OF AUTHORITY FOR JOINT VENTURE (WHERE APPLICABLE)

FORM 2.1.3: SCHEDULE OF PREVIOUS WORK CARRIED OUT BY BIDDER

FORM 2.1.5: FINANCIAL REFERENCES

FORM 2.1.6: DETAILS OF ALTERNATIVE BIDS SUBMITTED

FORM 2.1.7: AMENDMENTS & QUALIFICATIONS BY BIDDER

**[PLEASE NOTE: IT IS COMPULSORY FOR ALL FORMS TO BE COMPLETED. WRITE N/A ACROSS THE TABLE IF NOT APPLICABLE. ANNEX SIGNATURE EVEN IF YOU WROTE N/A]**

**APPOINTMENT OF 08 PANEL OF ATTORNEYS FOR BLM FOR 36 MONTHS**

**FORM 2.1.1 SIZE OF ENTERPRISE AND CURRENT WORKLOAD**

- a) Total Turnover in the previous financial year? R\_\_\_\_\_
- b)
- c) Estimated turnover for current financial year? R\_\_\_\_\_

**List your current contracts (IF ANY) and obligations [maximum]:**

Description	Location	Value (R)	Start date	Duration	Expected completed date

**FORM 2.1.2 CERTIFICATE OF AUTHORITY FOR JOINT VENTURE [WRITE N/A IF NOT APPLICABLE]**

**PLEASE ATTACHED A CERTIFIED COPY OF THE CERTIFICATE**

**FORM 2.1.3 SCHEDULE OF PREVIOUS WORK CARRIED OUT BY BIDDER**  
**[N.B.NOT COMPULSORY]**

Provide the following information on **relevant previous experience**. Indicate comparable projects of similar or larger size. This information is material to the award of the Contract.

**Give a minimum of two (2) names and telephone numbers and e-mail address per reference. Please provide latest contact details.**

CLIENT NAME AND PLACE WHERE PROJECT WAS IMPLEMENTED	TEL NO & EMAIL ADDRESS	DESCRIPTION OF WORK	CONTRACT VALUE (R)	DURATION CONTRACT PERIOD
	<hr/> <hr/>			
	<hr/> <hr/>			
	<hr/> <hr/>			

**FORM 2.1.4 SCHEDULE OF PROPOSED SUB-CONTRACTORS**

**APPOINTMENT OF EIGHT (08) PANEL OF ATTORNEYS FOR BLM FOR 36 MONTHS. 23**



**[IF NOT WRITE N/A ACROSS THE TABLE]**

Provide details on all sub-contractors you intend utilising for this contract

<b>Type of work to be used for</b>	<b>A % of contract</b>	<b>Name of sub-contractor</b>	<b>B % HDI ownership</b>	<b>c = a x b Total contribution to HDI ownership</b>
<b>Total % of contract sub-contracted</b>		<b>Total contribution of HDI ownership:</b>		

**DETAILS OF BIDDING ENTITY'S BANK**

If the bidder is a Joint Venture or partnership, the information requested below is required for each member / partner.

I / We hereby authorise the Employer to approach all or any of the following banks for the purposes of obtaining a financial reference:

<b>DESCRIPTION OF BANK DETAIL</b>	<b>BANK DETAILS APPLICABLE TO BIDDER</b>
Name of bank	
Contact person	
Branch name & code	
Street address	
Bank Telephone number	(    )
Account number	
Type of account, (i.e. cheque account)	

**FORM 2.1.6                      DETAILS OF ALTERNATIVE BIDS SUBMITTED**

**[WRITE N/A ACROSS THE TABLE IF NOT APPLICABLE]**

**APPOINTMENT OF EIGHT (08) PANEL OF ATTORNEYS FOR BLM FOR 36 MONTHS.**

See condition of bid.

DESCRIPTION

**FORM 2.1.7 AMENDMENTS AND QUALIFICATIONS BY BIDDER**  
**[WRITE N/A ACROSS THE TABLE IF NOT APPLICABLE]**

**APPOINTMENT OF EIGHT (08) PANEL OF ATTORNEYS FOR BLM FOR 36 MONTHS. 26**

See condition of bid

Attach additional information on a separate sheets and initial all of them

PAGE	DESCRIPTION



## **T2.2 OTHER DOCUMENTS REQUIRED FOR BID EVALUATION PURPOSES**

### **CONTENTS**

FORM 2.2.1	DECLARATION
FORM 2.2.2	DECLARATION OF INTEREST
FORM 2.2.3	MBD 9

### **FORM 2.2.1 DECLARATION:**

**APPOINTMENT OF EIGHT (08) PANEL OF ATTORNEYS FOR BLM FOR 36 MONTHS. 28**

I/ We, the undersigned:

- (a) Bid to provide to BLOUBERG LOCAL MUNICIPALITY (BLM) with described both in this and the other Schedules to this Contract to which I shall annex my signature;
- (b) Agree that we will be bound by the specifications, prices, terms and conditions stipulated in those Schedules attached to this bid document, regarding execution of duties;
- (c) Further agree to be bound by those conditions, set out in, "PARTS T1; T2; C1; C2; and C3", attached hereto, should this bid be accepted;
- (d) Confirm that this bid may only be accepted by BLOUBERG Local Municipality by way of a duly authorised Letter of Acceptance within fourteen (14) days from the date of appointment;
- (e) Declare that we are fully acquainted with the Bid document and Schedules and the contents thereof and that we have signed the Bill of Quantities and completed the Returnable Schedules and declarations, attached hereto;
- (f) Declare that all amendments to the bid document have been initialled by the relevant authorised person and that the document constitutes a proper contract between BLM and the undersigned;
- (g) Certify that the item/s mentioned in the bid document, qualifies/qualify for the preference(s) shown;
- (h) Acknowledge that the information furnished is true and correct;
- (i) Accept that in the event of the contract being awarded as a result of preference claimed in this bid document, I may be required to furnish documentary proof to the satisfaction of BLM that the claims are correct. If the claims are found to be inflated, BLM may in addition to any other remedy it may have, recover from the company or me all costs, losses or damages incurred or sustained by BLM as a result of the award of the contract and/or cancel the contract and claim any damages which BLM may suffer by having to make less favourable arrangements after such cancellation;
- (j) Declare that no municipal rates and taxes or municipal service charges owed by the bidding company or any of its directors to the municipality, or to any other municipality or municipal entity, are in arrears; and
- (k) Declare that I have not failed to perform satisfactorily during the last five (5) years on a previous contract with the Municipality, Municipal entity or any other organ of state, after written notice was given to me that my performance was not satisfactory.

**[PLEASE SIGN ON BEHALF OF THE BIDDER]**

Signed at \_\_\_\_\_ on this \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

Authorised Signature: \_\_\_\_\_

Name of Bidding Entity: \_\_\_\_\_

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

As witness: \_\_\_\_\_

**FORM 2.2.2 DECLARATION OF INTEREST**

1. **No bid will be accepted from persons in the service of the state including in instances of non-directors of the entity and also those who may be sub-contracting.**

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

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

**Full Name:** \_\_\_\_\_

**Identity Number:** \_\_\_\_\_

**Tax Number:** \_\_\_\_\_

**VAT Number:** \_\_\_\_\_

3.1 Are you presently in the service of the state\* **YES / NO** \_\_\_\_\_

If yes, furnish particulars \_\_\_\_\_

3.2 Have you been in the service of the state for the past twelve (12) months? **YES / NO**

If yes, furnish particulars \_\_\_\_\_

3.3 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** \_\_\_\_\_

If yes, furnish particulars \_\_\_\_\_

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

If yes, furnish particulars \_\_\_\_\_

\* SCM 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.



\_\_\_\_\_

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

If yes, furnish particulars \_\_\_\_\_

\_\_\_\_\_

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.**

SHOULD THE INFORMATION REQUIRED ON THIS FORM NOT DULY BE SUPPLIED, THIS BID WILL BE AUTOMATICALLY REJECTED.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Position

\_\_\_\_\_  
Company Name

**MBD 6.1**

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

**1.**

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution

**NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.**

---

**2. GENERAL CONDITIONS**

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

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

2.2

- a) The value of this bid is estimated to **exceed/not exceed** R50 000 000 (all applicable taxes included) and therefore the **.....** preference point system shall be applicable; or
- b) Either the 80/20 or 90/10 preference point system will be applicable to this tender (*delete whichever is not applicable for this tender*).

2.3 Points for this bid shall be awarded for:

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

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

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

2.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

2.6 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any

manner required by the purchaser.

### 3. DEFINITIONS

- (a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) **“EME”** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) **“functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) **“prices”** includes all applicable taxes less all unconditional discounts;
- (h) **“proof of B-BBEE status level of contributor”** means:
  - 1) B-BBEE Status level certificate issued by an authorized body or person;
  - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
  - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (i) **“QSE”** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;  
(1)
- (j) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

### 4. POINTS AWARDED FOR PRICE

#### 4.1 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**

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

Where

- Ps = Points scored for price of bid under consideration
- Pt = Price of bid under consideration
- Pmin = Price of lowest acceptable bid

**5. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR**

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

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

**6. BID DECLARATION**

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

**7. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1**

7.1 B-BBEE Status Level of Contributor: . = .....(maximum of 10 or 20 points)

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

**8. SUB-CONTRACTING**

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

*(Tick applicable box)*

YES		NO	
-----	--	----	--

8.1.1 If yes, indicate:

**APPOINTMENT OF EIGHT (08) PANEL OF ATTORNEYS FOR BLM FOR 36 MONTHS. 35**

- i) What percentage of the contract will be subcontracted.....%
- ii) The name of the sub-contractor.....
- iii) The B-BBEE status level of the sub-contractor.....
- iv) Whether the sub-contractor is an EME or QSE  
**(Tick applicable box)**  

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------
- v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations,2017:

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

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

9.1 Name of company/firm:.....

9.2 VAT registration number:.....

9.3 Company registration number:.....

**9.4 TYPE OF COMPANY/ FIRM**

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

[TICK APPLICABLE BOX]

**9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES**

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

.....  
.....  
9.6 COMPANY CLASSIFICATION

- Manufacturer
  - Supplier
  - Professional service provider
  - Other service providers, e.g. transporter, etc.
- [TICK APPLICABLE BOX]

9.7 MUNICIPAL INFORMATION

**Municipality**                      **where**                      **business**                      **is**                      **situated:**  
.....  
**Registered Account Number:** .....  
**Stand Number:**.....

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

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

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

10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and

- (e) forward the matter for criminal prosecution.

WITNESSES

1. ....

2. ....

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

DATE: .....

ADDRESS .....

.....

.....

MBD 7.1

## 1. 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

APPOINTMENT OF EIGHT (08) PANEL OF ATTORNEYS FOR BLM FOR 36 MONTHS. 38

**SUCCESSFUL BIDDER AND THE PURCHASER WOULD BE IN POSSESSION OF ORIGINALLY SIGNED CONTRACTS FOR THEIR RESPECTIVE RECORDS.**

**2. PART 1 (TO BE FILLED IN BY THE BIDDER)**

3. 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.
  
4. 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)
  
5. 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.
  
6. 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.
  
7. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
  
8. I confirm that I am duly authorised to sign this contract.

NAME (PRINT) .....

CAPACITY .....

SIGNATURE .....

NAME OF FIRM .....

DATE .....

<b>WITNESSES</b>	
1	.....
2.	.....
DATE:	



**MBD 7.1**

**CONTRACT FORM - PURCHASE OF GOODS/WORKS**

**9. PART 2 (TO BE FILLED IN BY THE PURCHASER)**

**APPOINTMENT OF EIGHT (08) PANEL OF ATTORNEYS FOR BLM FOR 36 MONTHS. 40**

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 authorized to sign this contract.

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

NAME (PRINT) .....

SIGNATURE .....

OFFICIAL STAMP

WITNESSES

1. ....

.....

2. ....

.....

MBD 8

ENT

**1 DECLARATION**

**ST SUPP**

**RACTICES**

2 This Municipal Bidding Document must form part of all bids invited.

- 3 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.
- 4 The bid of any bidder may be rejected if that bidder, or any of its directors have:
- abused the municipality's / municipal entity's supply chain management system or committed any improper conduct in relation to such system;
  - been convicted for fraud or corruption during the past five years;
  - willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
  - 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).
- 5 **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 <i>audi alteram partem</i> rule was applied).  <b>The Database of Restricted Suppliers now resides on the National Treasury's website(<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) and can be accessed by clicking on its link at the bottom of the home page.</b>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
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)?  <b>The Register for Tender Defaulters can be accessed on the National Treasury's website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) by clicking on its link at the bottom of the home page.</b>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>

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

**CERTIFICATION**

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

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

.....  
**Signature**

.....  
**Date**

.....  
**Position**

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

Js367bW  
**MBD 9**

**FORM 2.2.3 CERTIFICATE OF INDEPENDENT BID DETERMINATION**

- a) This Municipal Bidding Document (MBD) must form part of all bids<sup>1</sup> invited.

- b) Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).<sup>2</sup>
- c) Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
  - i. Disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
  - ii. Cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
- d) 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.
- e) In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

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

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

**SBD 9**

**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 Institution)

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

I certify, on behalf of

---

(Name of Bidder)

that:

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:
  - has been requested to submit a bid in response to this bid invitation;
  - could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
  - provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium<sup>3</sup> will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
  - a) prices;
  - b) geographical area where product or service will be rendered (market allocation)
  - c) methods, factors or formulas used to calculate prices;
  - d) the intention or decision to submit or not to submit, a bid;
  - e) the submission of a bid which does not meet the specifications and conditions of the bid; or bidding with the intention not to win the bid.

8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
  9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
  10. 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.

**[PLEASE SIGN BELOW ON BEHALF OF THE BIDDER]**

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

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

\_\_\_\_\_  
**Position**

\_\_\_\_\_  
**Name of Bidder**



## **T2.3 RETURNABLE SCHEDULES THAT WILL BE INCORPORATED IN THE CONTRACT**

### **CONTENTS**

FORM 2.3.1 RECORD OF ADDENDA TO BID DOCUMENT **FORM 2.3.1RECORD OF ADDENDA TO BID DOCUMENTS**  
**[WRITE N/A ACROSS THE TABLE IF NOT APPLICABLE]**

We confirm that the following communications received from the Procuring Department before the submission of this bid offer, amending the bid documents, have been taken into account in this bid offer:

	Date	Title or Details
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		

Attach additional pages if more space is required.

**[PLEASE SIGN BELOW FOR THE BIDDING COMPANY]**

**APPOINTMENT OF EIGHT (08) PANEL OF ATTORNEYS FOR BLM FOR 36 MONTHS.**



Signature of Authorized person: \_\_\_\_\_ Date: \_\_\_\_\_

Name of authorized person: \_\_\_\_\_ Position: \_\_\_\_\_

**PART T3: TENDER SPECIFICATIONS**

**3.1 Service to be rendered at address:**

No. 2<sup>nd</sup> Building on Mogwadi Senwabarwana 0790

**3.2 SCOPE OF WORK**

- 3.2.1 Conveyance Attorney
- 3.2.2 Labor Attorney
- 3.2.3 Civil Attorney
- 3.2.4 Collection
- 3.2.5 Legislation and Policy Development

**3.3 PRICING SCHEDULE FOR THE DURATION OF THE CONTRACT  
Schedule A**

	R
Item 1. Registered letter of demand in terms of section 56 of the Act:	
(a) Claim or claims where the aggregate of the claim or claims does not exceed the maximum jurisdictional amount determined by the Minister from time to time in respect of magistrates' courts for districts. (b) Claim or claims where the aggregate of the claim or claims does not exceed the maximum jurisdictional amount determined by the Minister from time to time in respect of magistrates' courts for districts.	
Item 2. Summons, inclusive of a letter of demand other than the letter of demand referred to in item1:	

<p>(a) Claim or claims where the aggregate amount of the claim or claims does not exceed R7000.00</p> <p>(b) Claim or claims where the aggregate amount of the claim or claims exceeds R7000 but does not exceed R50 000.</p> <p>(c) Claim or claims where the aggregate of the claim or claims exceeds R50 000 but does not exceed the maximum jurisdictional amount determined by the Minister from time in respect of magistrates' courts for districts.</p> <p>(d) Claim or claims where the aggregate of the claim or claims exceeds the maximum jurisdictional amount determined by the Minister from time to time in respect of magistrates' courts for districts and the process is issued out of a magistrates court for a regional division or when the matter is in respect of a cause of action in terms of section 29 (1b) (a) of the Act.</p>	
<p>Item 3. Judgement:</p>	
<p>(a) Claim or claims where the aggregate of the claim or claims does not exceed the amount in 2(a)</p> <p>(b) Claim or claims where the aggregate of the claim or claims exceeds the amount in 2(b) but is not more than R50 000.</p> <p>(c) Claim or claims where the aggregate of the of the claim or claims exceeds R50 000 but does not exceed the maximum jurisdictional amount determined by the Minister from time to time in respect of magistrates' courts for districts.</p> <p>(d) Claim or claims where the aggregate of the claim or claims exceeds the maximum jurisdictional amount determined by the Minister from time to time in respect of</p>	
<p>magistrates' courts for districts and the process is issued out of a magistrates' court for a regional division or when the matter is in respect of a cause of action in terms of section 29(1B) (a) of the Act.</p>	
<p>Item 4- Notice in terms of rule 12 (2)</p>	

<p>(a) Claim or claims where the aggregate of the claim or claims doesn't exceed the maximum jurisdictional amount determined by the Minister from time to time in respect of magistrates' courts for districts.</p> <p>(b) Claim or claims where the aggregate of the claim or claims exceeds the maximum jurisdictional amount determined by the Minister from time to time in respect of magistrates' courts for districts and the process is issued out of a magistrates' court for a regional division or when the matter is in respect of a cause of action in terms of section 29(1B) (a) of the Act</p>	
<p>Item 5- Notice in terms of rule 54 (1)</p>	
<p>(a) Claim or claims where the aggregate of the claim or claims doesn't exceed the maximum jurisdictional amount determined by the Minister from time to time in respect of magistrates' courts for districts.</p> <p>(b) Claim or claims where the aggregate of the claim or claims exceeds the maximum jurisdictional amount determined by the Minister from time to time in respect of magistrates' courts for districts and the process is issued out of a magistrates' court for a regional divisional.</p>	
<p>Item 6- Affidavit or certificate</p>	
<p>Item 7- Attending court at the request of the magistrate when claim is referred to court for judgment or to obtain provisional sentence when claim is underfunded</p>	
<p>Item 8- For each registered letter forwarded to the debtor in terms of section 57 (1) or (3) or section 58 (2), of the Act by the creditor or his attorney, including copies.</p>	
<p>(a) Claim or claims where the aggregate of the claim or claims doesn't exceed the maximum jurisdictional amount determined by the Minister from time to time in respect of magistrates' courts for districts.</p> <p>(b) Claim or claims where the aggregate of the claim or claims exceeds the maximum jurisdictional amount determined by the</p> <p style="text-align: right;">Minister from time to time in respect of</p>	
<p>magistrates' courts for districts and the process is issued out of a magistrates' court for a regional divisional.</p>	

Item 9- Admission of liability and undertaking to pay debt in installments or otherwise ( section 57 of the Act ):	
(a) Claim or claims where the aggregate of the claim or claims doesn't exceed the maximum jurisdictional amount determined by the Minister from time to time in respect of magistrates' courts for districts	
(b) Claim or claims where the aggregate of the claim or claims exceeds the maximum jurisdictional amount determined by the Minister from time to time in respect of magistrates' courts for districts and the process is issued out of a magistrates' court for a regional divisional.	
Item 10- Consent to judgment and an order for the payment of judgment debt in installments (section 58 of the Act)	
(a) Claim or claims where the aggregate of the claim or claims doesn't exceed the maximum jurisdictional amount determined by the Minister from time to time in respect of magistrates' courts for districts	
(b). Claim or claims where the aggregate of the claim or claims exceeds the maximum jurisdictional amount determined by the Minister from time to time in respect of magistrates' courts for districts and the process is issued out of a magistrates' court for a regional divisional.	

**Total Amount on Schedule A** R.....

**Note:** The amount of fees allowable under items 4,5,6,7,8,9 and 10 shall be included without taxation in the amount of the costs for which judgment is entered.

**Schedule B**

Item	Scale A R	Scale B R	Scale C R	Scale D R	Total Amount(Sum of ScaleA+B+C+D)
1. Instructions to sue or defend or to counterclaim or defend a counterclaim, perusal of all documentation and consideration of merits and all necessary consultations to issue summons.					

2. Summons 2a. Particulars of claim or Declaration.					
3. Appearance					
4. Notice under rule 12 (1) (b) and (2)					
5. Plea					
6. Claim in reconvension					
7. Reply, if necessary					
8. Drawing up of all documents not specifically mentioned, including request for further particulars, schedule of documents, all affidavits, subpoenas, any notice not otherwise provided for and drawing up of statements by witnesses					
9. Production of documents for inspection, or inspecting documents, per quarter of an hour or part there of the time spent					
10. Each copy of service, per page					
11. The recording of statements by witnesses, per quarter of an hour or part thereof					
12. Notice of trial or reinstatement					
13. Preparing for trial (if counsel not employed)					
14. Attendance at settlement negotiations, for each quarter of an hour or part thereof actually spent in such negotiations					
15. Attending court during trial, or at an on-the-spot inspection, or at postponement or examination on commission, for each quarter of an hour or part thereof spent in court while the case is actually being heard (a) If counsel not employed (b) If counsel employed					
16. Attending pre-trial conference, for each quarter of an hour or part thereof actually spent in such conference					
17. Attending court to hear reserved judgment, per quarter of an hour or part thereof					

18. Correspondence-					
(a) For each necessary letter or telegram, per folio (b) For each letter of telegram received, provided that a fee for perusal shall not be allowed in addition to the fee herein provided for					
19. Attendances: For each necessary attendance not otherwise provided for, per attendance					
20. Necessary formal telephone calls, per call					
21. Telephone consultations: For every 5 minutes or part thereof, subject to a maximum fee per consultation of R140,00 for scales A to C and R181,00 for scale D					
22. Each necessary consultation, per quarter of an hour or part thereof					
23. The court may, on request made at the hearing, allow in addition to the fee prescribed in item 13 above a refresher fee in postponed or partly heard trials					
24. Time spent waiting at court (owing to no court being available) per quarter of an hour or part thereof					
25. Travelling time (subject to the provisions of rule 33 (9) per quarter of an hour or part thereof					
26. Subsistence and travelling expenses as laid down in rule 33(9)	The actual reasonable subsistence and travelling expenses as laid down in rule 33(9)				

**Total Amount on Schedule B**

**R.....**

**Schedule C**

Item	Scale A R	Scale B R	Scale C R	Scale D R	Total Amount(Sum of ScaleA+B+C+D)
1. (a) Instructions to make application or to oppose or to show cause ( the court may on request allow a higher amount ) (b) Instructions to make application for liquidation of close corporation, perusal of all documentation and consideration of merits and all necessary consultations					
2. Drawing up of all documents, affidavits, applications and notices, orders, etc.					
3. Attending court on hearing: (a) If unopposed or opposed (if counsel not employed), for each quarter of an hour or part thereof actually spent in court (b) If opposed (if counsel employed), for each quarter of an hour actually spent in court or part thereof					
4. (a) Fee for preparation for argument when opposed (b). Fee for preparation for trial where proceedings are referred to trial or oral evidence					
5. Consultations and settlement negotiations – when opposed, per quarter of an hour or part thereof					

**Total Amount on Schedule C**

**R.....**



**Schedule D**

EXECUTION	R
<p>6. (a) Issue of warrant of execution, ejection, and delivery up of possession  (b). For each reissue thereof</p>	
<p>7. Inclusive fee for week done in connection with realizing of immovable property attached</p>	
<p>8. Inclusive fee for work done in connection with sale in execution of immovable property only (excluding work in respect of which fees are already provided for elsewhere and the drawing up of the conditions of sale)</p>	
<p>9. (a) Drawing up of notice of sale in terms of rule 41 (8) or rule 43 (6), or conditions of sale in terms of rule 43 (7) (b). For all other work done and papers and documents supplied to the sheriff of the magistrate court in connection with a sale in execution of movable property, an inclusive fee of</p>	
<p>10. Security for restitution, where necessary</p>	

WHERE COUNSEL IS EMPLOYED	
<p>11. Instructions for exception or application, where allowed (a) Claim or claims where the aggregate of the claim or claims does not exceed the maximum jurisdictional amount determined by the Minister from time to time in respect of magistrates' courts for districts (b) Claim or claims where the aggregate of the claim or claims exceeds the maximum jurisdictional amount determined by the Minister from time to time in respect of magistrates' courts for districts and the process is issued out of</p>	

<p>magistrates' court for a regional division</p>	
<p>12. Instructions on trial</p> <p>(a) Claim or claims where the aggregate of the claim or claims doesn't exceed the maximum jurisdictional amount determined by the Minister from time to time in respect of magistrates' courts for districts</p> <p>(b) Claim or claims where the aggregate of the claim or claims exceeds the maximum jurisdictional amount determined by the Minister from time to time in respect of magistrates' courts for districts and the process is issued out of magistrates' court for a regional division</p>	
<p>13. Drawing brief on exception or application, where allowed</p>	
<p>14. Drawing brief on trial</p>	
<p>15. Attending each necessary consultation with counsel, per quarter of an hour or part thereof</p> <p>(a) Claim or claims where the aggregate of the claim or claims doesn't exceed the maximum jurisdictional amount determined by the Minister from time to time in respect of magistrates' courts for districts</p> <p>(b) Claim or claims where the aggregate of the claim or claims exceeds the maximum jurisdictional amount determined by the Minister from time to time in respect of magistrates' courts for districts and the process is issued out of magistrates' court</p>	

FEES TO COUNSEL	
-----------------	--

16. With brief to argue exception or application	
Note: A fee to counsel on application shall be allowed only where the court certifies that the briefing of counsel was warranted	
17. With trial for the first day, not exceeding	
18. In any court held more than 30km from the nearest town where a provincial or local division ( other than a Circuit Court) of the High Court sits, a travelling allowance (in addition to the fee on brief) may be allowed by special order of the court at	
19. Each necessary consultation, per quarter of an hour	
20. For every day exceeding one on which evidence is taken or arguments heard, a refresher not exceeding	
21. Drawing up pleadings	
Notes:	
(a) In regard to items 22 and 25 a fee in lieu of the first day's hearing shall be allowed as follows when the case is settled or withdrawn or postponed at the instance of any party on or before the date of hearing: (i) Not more than two days prior to the date (ii) Not less than three days and not more than seven days prior to the date of hearing: two thirds of the fee under (i); and (iii) Not less than eight days and not more than 21 days prior to the date of hearing: Half of the fee under (i).	

(b) The court may on request allow a higher fee for counsel in regard to items 22, 24, 25 and 26	
(c) A fee for travelling time by counsel shall be allowed at the same rate as for attorneys under rule 33(9).	

MISCELLANEOUS	
22. Obtaining certified copy of judgment	
23. Obtaining payment in terms of rule 18 (4)	
24. Request for security in terms of rule 62(1)	
25. Furnishing security in terms of rule 62(1)	

**Total Amount on Schedule D**

**R.....**

**TABLE B**

**COSTS**

**PART I**

**GENERAL PROVISIONS IN RESPECT OF PROCEEDINGS IN TERMS OF SECTIONS 65 AND 65A TO 65M OF THE ACT**

1. Subject to the provisions of paragraph 3, no fees other than those in the tariff to this part shall be allowed.
2. Subject to the provisions of section 65k of the Act, the fees laid down in items (a), (b) or (c) of the Tariff to this part, as the case may be, shall be payable for the drawing up of the notice referred to in section 65D, or any appearance at subsequent suspension, amendment or rescission proceedings, and shall with the exception of the fee allowed under item (m) of the tariff, be chargeable only once for the drawing up, issue and all reissues of the notice and all postponements of the inquiry, irrespective of the number of days on which the proceedings are heard in court: Provided that where the debtor leaves the area of jurisdiction of the court after issue of the notice referred to in section 65A(1) and the notice is reissued in any other district, the aforesaid fee may also be charged in such other district if the court so orders:
3. The following shall be allowed in addition to the fees laid down in the tariff to this part:
  - (a) All necessary disbursements incurred in connection with the proceedings.
  - (b) A fee of 10% on each installment collected in redemption of the capital and costs of the action, subject to a maximum amount of R369, 00 on every instalment. Where the amount is payable in instalments the collection fees shall be recoverable only on payment of every installment. Such fees shall be in substitution for and not in addition to the collection fees prescribed in paragraph 13 of part 1 of table A.
  - (c) All necessary disbursements incurred in connection with any prior abortive proceedings under section 72, if the court has so ordered.
  - (d) Any amount necessarily and actually disbursed in tracing the judgment debtor, where the capital amount of the debt at the time the tracing agent was employed was not less than R403, 50. The total amount to be allowed for each tracing shall not exceed R309,00.
4. For the purpose of the Tariff to this part the amount of the claim shall, subject to the provisions of paragraph 3 (d), be the total of the capital amount and costs outstanding at the date of the first institute of proceedings under section 65A(1) of the Act.
5. Item 1 to 5 of part IV of Table A of Annexure 2 are applicable in terms of section 65j of the act

**Schedule E**

Tariff		
		<b>R</b>
(a)	Where the claim does not exceed the amount of R1000	
(b)	Where the claim exceeds the amount of R 1000 but is not more than R2000,00	
(c)	Where the claim exceeds the amount of R2000	
(d)	Warrant of arrest (form 40A)	
(e)	(i) Emoluments attachment order (form 38)	
	(ii) Reissue (certificates included)	
(F)	Application for costs on notice (Including appearance in court)	
(g)	Obtaining a certified copy of a Judgement	
(i)	For each registered letter forwarded to the debtor in terms of sections 65(2),65E(6) or 65j(2) of the Act by the creditor or her attorney	
(j)	Affidavit or affirmation by debtor (Rule 45(7))	
(k)	Request for an order under section 65 of the Act	
(l)	Attending postponed proceeding in terms of section 65E(3) of the Act or attending proceedings at court pursuant to the arrest of a judgment debtor, director or officer or pursuant to a notice referred to in 65A (8)(b)	
(m)	Subpoena:	
	(i) Drawing up of subpoena, per folio	
	(ii) Every necessary attendance, per attendance	
(n)	(i)Correspondence: for every necessary letter or telegram written or received, including copy to retain, provided that a fee for perusal shall not be allowed in addition to the fee herein provided for, per folio	
	(ii)Attendances: For each necessary attendance not otherwise provided for, per attendance	
	(iii) Necessary formal telephone calls, per call	

**Total Amount on Schedule E**

**R.....**

PART II

GENERAL PROVISIONS IN RESPECT OF PROCEEDINGS IN TERMS OF SECTION 27 OF THE ACT

1. Subject to the provisions of paragraphs 2 and 3 no fees other than those laid down in the Tariff to this Part shall not be allowed.
2. Paragraph 3(a), (b) and (d) of the general provisions under Part 1 of this Table shall apply *mutatis mutandis* to this Part.
3. All necessary disbursements incurred in connection with any prior abortive proceedings under section 65 shall be allowed if the court has so ordered.
4. For the purpose of the Tariff to this Part the amount of the claim shall, subject to the provisions of paragraph 3(d) of the general provisions under Part 1 of this Table, be the total of the capital amount outstanding at the date of the first institution of proceedings in terms of section 72 of the Act.

**Schedule F**

TARIFF	
	R
(a)Where the claim does not exceed R200,00	
(b)Where the claim exceeds R200,00	
(c)Obtaining certified copy of judgement	
(d)Application for the order of execution against the garnishee	
(e)Garnishee order(Form 39)	

**Total amount on Schedule F**

**R.....**

PART III

GENERAL PROVISIONS IN RESPECT OF PROCEEDINGS IN TERMS OF SECTION 74 OF THE ACT

1. The following fees shall be allowed in addition to those laid down in the Tariff to this Part:

(a) All necessary disbursements incurred in connection with the proceedings.

(b) In addition to the fees stated below, the administrator shall be entitled to a fee of 10% on each instalment collected for the redemption of capital and costs.<sup>2</sup>

2. For the purposes of items 4 and 5 of the Tariff to this Part, a folio shall consist of 100 written or printed words or figures and four figures shall be reckoned as one word

**Schedule G**

TARIFF				
ITEM	One to ten creditors	Eleven to twenty creditors	Twenty-one or more creditors	Total Amount (Sum of Creditors)
	R	R	R	
1. Instructions to apply for administration order, including the necessary perusal of summonses, demands, etc and ascertaining the amount of assets and liabilities, including all attendances and correspondence necessary in connection therewith				
2. Instructions on application under section 74Q(1) or to oppose such application or the granting of administration order	R115,00	R115,00	R115,00	
3. Drawing up application for administration order	R203,00	R203,00	R203,00	



or review thereof and affidavit, including all annexures thereto and all attendances, excluding attendance in court				
4. Making copies of application, affidavit and annexures for creditors, per page	R3,50	R3,50	R3,50	
5. Perusal of application and other documents served, if any, per folio.  Note: The fees under these items are only claimed by the attorney or an opposing party	R8,50	R8,50	R8,50	
6. Attending court				
(a) On postponement or setting aside, if not occasioned by the attorney or his client,	R54,50	R54,50	R54,50	
(b) On any other hearing	R115,00	R218,50	R218,50	
7. For furnishing to a creditor by the administrator of the information referred to in section 74 m(a) of the Act, per application	R15,00	R15,00	R15,00	
8. For furnishing of a copy of the debtor's statement of affairs referred to in sections 74 and 74A(1) of the Act by the administrator in terms of section 74 m(b) or of a list or account referred to in section 74 g(1) or 74J of the Act or of the debtor's statement of	R3,50	R3,50	R3,50	

affairs referred to in section 651(2) of the Act, per page				
9. Correspondence and attendances	R23,50	R23,50	R23,50	

**Total Amount on Schedule G**

**R.....**

<b>Total Amount (Sum of Schedule A to G)</b>	R.....
<b>Vat Inclusive / Exclusive</b>	R.....
<b>Grand Total</b>	R.....



## **PART C2 AGREEMENT AND CONTRACT DATA**

### C2.1 FORM OF OFFER AND ACCEPTANCE

### C2.2 CONTRACT DATA

## **C1.1 FORM OF OFFER AND ACCEPTANCE [COMPULSORY]**

### **FORM OF OFFER AND ACCEPTANCE (AGREEMENT)**

#### **1. OFFER BY THE BIDDING COMPANY**

The Employer, identified in the Acceptance signature block, has solicited offers to enter into a contract in respect of the following works: **Appointment of Eight (08) Panel of Attorneys for BLM for 36 months.**

The Bidder, identified in the Offer signature block below, has examined the documents listed in the Bid Data and addenda thereto as listed in the Bid Schedules, and by submitting this Offer has accepted the Conditions of Bid.

By the representative of the Bidder, deemed to be duly authorised, signing this part of this Form of Offer and Acceptance, the Bidder offers to perform all of the obligations and liabilities of the Contractor under the Contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the Conditions of Contract identified in the Contract Data.

### **THE OFFERED TOTAL BID PRICE INCLUSIVE OF VALUE ADDED TAX**

**IN WORDS:**

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**(IN FIGURES), R**

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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 Bidder before the end of the period of validity stated in the Bid Data, whereupon the Bidder becomes the party named as the Contractor in the Conditions of Contract identified in the Contract Data.

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

**FOR AND ON BEHALF ON THE BIDDER [PLEASE SIGN]:**

Signature(s) \_\_\_\_\_

Name(s) \_\_\_\_\_ Capacity \_\_\_\_\_

(Bidding Company Name) \_\_\_\_\_

Name of Witness \_\_\_\_\_

Signature \_\_\_\_\_ Date: \_\_\_\_\_

**2. ACCEPTANCE**

By signing this part of this Form of Offer and Acceptance, the Employer identified below accepts the Bidder's Offer. In consideration thereof, the Employer shall pay the Contractor the amount due in accordance with the Conditions of Contract identified in the Contract Data. Acceptance of the Bidder's Offer shall form an agreement between the Employer and the Bidder 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 Pricing Data

Part C2 Agreements and Contract Data, (which includes this Agreement)

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 Bid Data and any addenda thereto listed in the Bid Schedules as well as any changes to the terms of the Offer agreed by the Bidder and the Employer during this process of offer and acceptance, are contained in the Schedule of Deviations attached to and forming part of this Agreement. No

amendments to or deviations from said documents are valid unless contained in this Schedule, which must be duly signed by the authorised representative(s) of both parties.

The Bidder 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 Bidder receives one fully completed original copy of this document, including the Schedule of Deviations (if any). Unless the Bidder (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.

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

**FOR THE EMPLOYER: BLOUBERG LOCAL MUNICIPALITY [TO BE SIGNED BY MUNICIPAL MANAGER]**

Signature(s) \_\_\_\_\_

Name \_\_\_\_\_

Capacity \_\_\_\_\_

Name of Witness \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

**3. SCHEDULE OF DEVIATIONS [WRITE N/A IF NOT APPLICABLE]**

Notes:

1. The extent of deviations from the bid documents issued by the Employer prior to the bid closing date is limited to those permitted in terms of the Conditions of Bid.

2. A Bidder's covering letter shall not be included in the final contract document. Should any matter in such letter, which constitutes a deviation as aforesaid become the subject of agreements reached during the process of offer and acceptance, the outcome of such agreement shall be recorded here.
3. Any other matter arising from the process of offer and acceptance either as a confirmation, clarification or change to the bid documents and which it is agreed by the Parties becomes an obligation of the contract shall also be recorded here.
4. Any change or addition to the bid documents arising from the above agreements and recorded here, shall also be incorporated into the final draft of the Contract.

**1 Subject** \_\_\_\_\_

Details \_\_\_\_\_

**2 Subject** \_\_\_\_\_

Details \_\_\_\_\_

**3 Subject** \_\_\_\_\_

Details \_\_\_\_\_

**4 Subject** \_\_\_\_\_

Details \_\_\_\_\_

By the duly authorised representatives signing this Schedule of Deviations, the Employer and the Bidder agree to and accept the foregoing Schedule of Deviations as the only deviations from and amendments to the documents listed in the Bid Data and addenda thereto as listed in the Bid Schedules, as well as any confirmation, clarification or change to the terms of the offer agreed by the Bidder 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 bid documents and the receipt by the Bidder of a completed signed copy of this Agreement shall have any meaning or effect in the contract between the parties arising from this Agreement.

**FOR THE BIDDER [PLEASE SIGN]:**

Signature(s) \_\_\_\_\_

Name(s) \_\_\_\_\_

Capacity \_\_\_\_\_

(Bidder's Name) \_\_\_\_\_

Name of Witness \_\_\_\_\_

Signature \_\_\_\_\_

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

**FOR THE EMPLOYER: BLOUBERG LOCAL MUNICIPALITY [PLEASE SIGN]**

Signature(s) \_\_\_\_\_

Name \_\_\_\_\_

Capacity \_\_\_\_\_

Name of Witness \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

**N.B. MAKE SURE YOU INDEX ALL THE ATTACHMENTS FOR IDENTIFICATION**

**... END ...**