



# TENDER NO: CORP (L) 04/2025

**TENDERS ARE HEREBY INVITED FOR THE APPOINTMENT OF PANEL OF SERVICE PROVIDERS FOR THE PROVISION OF LEGAL SERVICES FOR A PERIOD OF THREE (3) YEARS.**

**Compulsory Briefing Session will be held on Thursday 06 February 2025 at 10:00am at Centenary Hall, Civic Centre, Corner Commissioner and Market Street, Krugersdorp, 1740.**

**No visual compulsory briefing session will be available.**

**NAME OF BIDDER:  
CENTRAL SUPPLIER  
DATABASE (CSD)**

MAAA

**TELEPHONE No:**

**TELEFAX No:**

**E-MAIL ADDRESS:  
PHYSICAL  
ADDRESS:**

**January 2025**

**Issued by:**  
Municipal Manager  
Mogale City Local Municipality  
P O Box 94  
**KRUGERSDORP**  
1740

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**PART A**

**INVITATION TO BID**

**MBD 1**

**YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF MOGALE CITY LOCAL MUNICIPALITY**

BID NUMBER:	<b>CORP (L) 04/2025</b>	CLOSING DATE:	<b>27 FEBRUARY 2025</b>	CLOSING TIME:	<b>11:00</b>
DESCRIPTION	<b>TENDERS ARE HEREBY INVITED FOR THE APPOINTMENT OF PANEL OF SERVICE PROVIDERS FOR THE PROVISION OF LEGAL SERVICES FOR A PERIOD OF THREE (3) YEARS.</b>				
<b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).</b>					

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

<b>CNR. COMMISSIONER &amp; MARKET STREET</b>			
<b>CIVIC CENTRE</b>			
<b>MOGALE CITY</b>			
<b>KRUGERSDORP</b>			
<b>1740</b>			
<b>SUPPLIER INFORMATION</b>			
NAME OF BIDDER			
POSTAL ADDRESS			
STREET ADDRESS			
TELEPHONE NUMBER	CODE		NUMBER
CELLPHONE NUMBER			
FACSIMILE NUMBER	CODE		NUMBER
E-MAIL ADDRESS			

VAT REGISTRATION NUMBER			
TAX COMPLIANCE STATUS	TCS PIN:		OR CSD No:
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	Yes  <input type="checkbox"/> No	B-BBEE STATUS LEVEL SWORN AFFIDAVIT	<input type="checkbox"/> Yes  <input type="checkbox"/> No
<b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES &amp; QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]</b>			
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No  [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No  [IF YES, ANSWER PART B:3 ]
TOTAL NUMBER OF ITEMS OFFERED		TOTAL BID PRICE	N/A
SIGNATURE OF BIDDER		DATE	
CAPACITY UNDER WHICH THIS BID IS SIGNED			
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:</b>		<b>TECHNICAL CLARIFICATION QUERIES MAY BE DIRECTED TO:</b>	
DEPARTMENT/ DIVISION	Supply Chain Management		
E-MAIL ADDRESS	<a href="mailto:SCMEnquiries@mogalecity.gov.za">SCMEnquiries@mogalecity.gov.za</a>		

## PART B TERMS AND CONDITIONS FOR BIDDING

<b>1. BID SUBMISSION:</b>	
1.1.	BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2.	<b>ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED– (NOT TO BE RE-TYPED) OR ONLINE</b>
1.3.	THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
<b>2. TAX COMPLIANCE REQUIREMENTS</b>	
2.1	BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2	BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER’S PROFILE AND TAX STATUS.
2.3	APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE <a href="http://WWW.SARS.GOV.ZA">WWW.SARS.GOV.ZA</a> .
2.4	FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.
2.5	BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.6	IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.7	WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
<b>3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>	
3.1.	IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? <span style="float: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</span>
3.2.	DOES THE ENTITY HAVE A BRANCH IN THE RSA? <span style="float: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</span>
3.3.	DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? <span style="float: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</span>
3.4.	DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? <span style="float: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</span>
3.5.	IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? <span style="float: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</span>
<p><b>IF THE ANSWER IS “NO” TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.</b></p>	

**NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.**

**NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE.**

SIGNATURE OF BIDDER: .....

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

DATE: .....

ADVERTISED IN: The Star  
PUBLISHING DATE: Monday 27 January 2025  
TENDER NO: CORP (L) 04/2025

### MOGALE CITY LOCAL MUNICIPALITY

Tenders are hereby invited for the following Office: Corporate Support Services: Legal Services.

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#### **Adjudication: 90/10**

Tenders will be evaluated using two stages of Functionality Evaluation criteria.

- First stage of functionality evaluation for the **Law Firm** out of **70** points of which the service provider is required to score the minimum of **50** points in order to be considered for 2<sup>nd</sup> stage of Functionality.
- Second stage of Functionality evaluation, service providers are required to choose minimum of one (01) – to maximum of four (04) categories as follows:
  - **General Litigation:** Functionality of **30** points of which the service provider is required to score the minimum of **20** points
  - **Labour:** Functionality of **30** points of which the service provider is required to score the minimum of **20** points
  - **Conveyancing and Land Transactions:** Functionality of **40** points of which the service provider is required to score the minimum of **20** points
  - **Corporate Transactions and Investigations:** Functionality of **40** points of which the service provider is required to score the minimum of **25** points
  - **Legislative Drafting:** Functionality of **35** points of which the service provider is required to score the minimum of **25** points
  - **Notarial Transactions:** Functionality of **30** points of which the service provider is required to score the minimum of **15** points

Tenders will be evaluated using 90/10 preference point system which awards 90 points for functionality and 10 points for Specific Goals accordance with PPPFA 2022 Goals as per table below:

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Within the boundaries of the municipality	5	x		x
Outside the boundaries of the Municipality, but within the west Rand District Municipality.	3	x		x
Within the boundaries of Gauteng Province	2	x		x
Outside the boundaries of Gauteng Province	0	x		x
Youth enterprise (enterprise owned by persons younger than 35 years).	2	x		x
Gender (Woman owned enterprise).	3	x		x

**Documents Collection:** Documents can be downloaded from the e-tender portal at [www.etenders.gov.za](http://www.etenders.gov.za) or [www.mogalecity.gov.za](http://www.mogalecity.gov.za).

Technical Enquiries: [scmenquiries@mogalecity.gov.za](mailto:scmenquiries@mogalecity.gov.za)

**Documents available:** As from **Monday 27 January 2025** on [www.etenders.gov.za](http://www.etenders.gov.za) or [www.mogalecity.gov.za](http://www.mogalecity.gov.za)

**Closing date: Thursday, 27 February 2025**

**Time: 11:00**

**Bid Box**

Venue: Bid boxes are situated at the reception desk of the Supply Chain Management Unit, situated on the upper level of the West Wing of the Mogale City Civic Centre, Corner Commissioner and Market Streets in Krugersdorp.

**A. MANDATORY DOCUMENTS  
(IF NOT PROVIDED, THE BID WILL BE INSTANTLY DISQUALIFIED)**

1. Bidders must complete and sign compulsory briefing session attendance register. No bids will be considered from bidders who did not attend the Compulsory Briefing Session and completed the attendance register.

2. Completed and Signed Schedule of Pricing as issued in the document. In the event of a mistake having been made on the pricing schedule, it shall be crossed out in ink and be accompanied by initialing each and every alteration. The Municipality reserves the right to reject the tender if corrections are not made in accordance with the above.
3. Authority of Signatory must be completed and signed in case of a business not sole proprietor or one-person business or board of director's resolution authorizing signature to sign off the bid documents.
4. Mogale City Local Municipality will not accept any bid document with missing pages.

**FAILURE TO ADHERE TO ANY OF THE ABOVE WILL RESULT IN THE BID NOT BEING FURTHER EVALUATED.**

**B. ESSENTIAL DOCUMENTS**

**(NO AWARD WILL BE MADE IF ANY OF THE INFORMATION/DOCUMENTATION LISTED BELOW IS NOT COMPLIED WITH OR SUBMITTED).**

5. Completed and signed Municipal Bidding Documents:
  - 5.1. MBD 1: Invitation to tender.
  - 5.2. MBD 4: Declaration of Interest.
  - 5.3. MBD 5: Declaration of procurement above R10 Million (vat included).
  - 5.4. MBD 6.1: Preferential Points.
  - 5.5. MBD 8: Declaration of bidders past supply chain management practices.
  - 5.6. MBD 9: Certificate of independent bid determination.

**NOTE:** The above documents must be submitted on the official and original forms of Mogale City and must not be re-typed or scanned or completed electronically i.e. must not be typed in. They must be completed in black ink, handwritten. Bids completed in pencil or any erasable pen will be regarded as invalid.

6. Submit Central Supplier Database (CSD) Registration Report or Summary Report.

**MUNICIPAL RATES AND TAXES OR MUNICIPAL SERVICE CHARGES**

7. The bidding entity and its director(s) must submit Municipal Rates and Taxes account which is not older than three (3) months / ninety (90) days in arrears at the time of the closing date.
8. If the bidding entity and its director(s) does not have a Municipal Rates and Taxes account, it must submit a Municipal Service Charges Statement (water statement or electricity statement or refuse removal statement or sewerage statement).
9. If the bidding entity and its director(s) does not own a property it must submit a valid lease agreement which has the address of the business or Rental Statement which is in the name of the business or director(s).



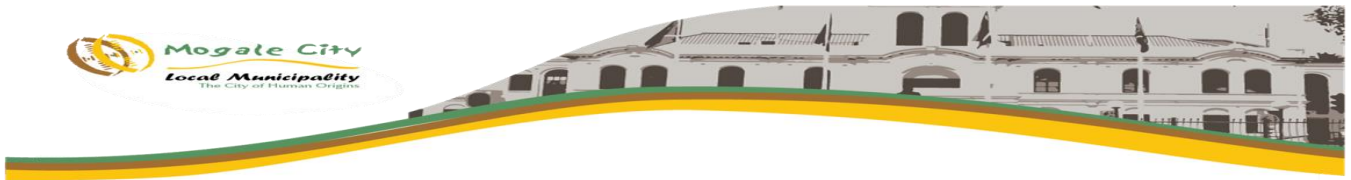
10. If the Bidding Entity and its director(s) operates from Informal settlement and does not have a Municipal Rates Account,
  - 10.1. The bidding entity and its director(s) must submit Confirmation on Municipality / Metro letterhead signed and stamped by the ward Councillor or delegate/tribal authority with contact details which is not older than three (3) months.
11. If the bidding entity and its director(s) operates from parents' place or any other place and is not responsible for Municipal account / Services.
  - 11.1. The bidding entity and its director(s) must submit an original Sworn Affidavit by the property owner.
12. If the bidding entity and its director(s) is in the process of acquiring new property, which property has not yet been transferred to its name, a letter from the conveyancing attorney(s) must be submitted.
13. If the bidding entity and its director(s) submit a Municipal Account which is in the name of the Trust Account, and original Sworn Affidavit from The Trustee(s) must be furnished explaining that factor/relationship.
14. If the bidding entity's director(s) submit a Municipal Account in the name of the other spouse, an original Sworn Affidavit explaining the fact must be submitted.
15. Copies of director's ID.
16. Bids must be submitted in original document.

**C. TENDER CONDITIONS  
(FAILURE TO COMPLY WITH THESE CONDITIONS SHALL RESULT IN DISQUALIFICATION)**

17. All suppliers of good & services are urged to register in the National Treasury web based Central Suppliers Database with Effect from 1 July 2016.
18. As per National Treasury Instruction No.4 A of 2016/2017 National Treasury Supplier Database, organs of state must ensure that suppliers awarded business with the State are registered on the CSD prior to award letter/purchase order/signed contract being issued.
19. Bids by joint ventures are to be accompanied by the Document Formation of the joint venture, duly registered and authenticated by a Notary Public or other official deputized to witness sworn statements. This document must define precisely the conditions under which the joint venture will function, the period for which it will function, the persons authorized to represent and obligate it, the address for correspondence, the participation of several firms forming the joint venture and any information necessary to permit a full appraisal of its functioning, including a clause to the effect that the members of the joint venture are jointly and severally bound.
20. No electronic signature will be accepted in the bidding document. The bidder's signature must always be signed by hand in black ink.
21. No late tender will be accepted.

22. Telefax or e-mail bids will not be accepted.
23. All bids must be submitted on the official and original forms and must not be re-typed or typed or scanned. Bids must only be submitted on the bid documents as provided by Mogale City Local Municipality.
24. Bids must be completed in black ink, handwritten and must not be typed.
25. The use of tipp-ex is not allowed on the bid documents.
26. Bids completed in pencil will be regarded as invalid bids.
27. No page(s) must be removed from the original tender document.
28. Requirements for sealing, addressing, delivery, opening and assessment of bids are stated in the tender document.
29. The Municipality reserves the right to appoint and not to appoint.
30. The validity period for this tender is one hundred and twenty (120) days.
31. A Corporate Social Responsibility contribution of two (2) percent inclusive of 15% VAT will be levied on all companies/ service providers appointed as successful bidders if such company(s)/service provider(s) are not based in the area of jurisdiction of Mogale City.
32. All rates indicated in the tender document are exclusive of VAT.
33. Bids will be opened immediately after the closing date and time in a venue to be indicated.
34. No bids will be accepted from persons in the service of state as it is defined in the Municipal Finance Management Act and Regulations.
35. The Supply Chain Management Policy of Mogale City Local Municipality allow persons aggrieved by decisions or actions taken by the municipality in the implementation of its supply chain management system, to lodge within fourteen (14) days of the decision or action a written objection or complaint to the municipality against the decision or action.
36. Tender documents may be downloaded from e-tender portal at [www.etenders.gov.za](http://www.etenders.gov.za) as well as [www.mogalecity.gov.za](http://www.mogalecity.gov.za).

**OFFICE OF THE MUNICIPAL MANAGER**



**T2.2.4 MCLM 2% CORPORATE SOCIAL RESPONSIBILITY**

**Mogale City Corporate Social Responsibility**

In terms of Mogale City Corporate Responsibility, non-Mogale City based Services Providers will contribute two (2) percent of the Contract value to Mogale City.

Please provide your registered address: .....

.....

.....

.....

Please indicate if you are a Mogale based:

<b>YES</b>	<b>NO</b>
------------	-----------

If not Mogale City based, a person duly authorized by the bidder must complete and sign the declaration herewith in detail.

**Declaration by Bider**

I, the undersigned hereby declare and confirm that we accept the contribution towards the Mogale City Corporate Social Responsibility, by the deduction of two percent (2%) on all payment made.

Signed	Date
Name	Position
Bidding Entity	



**CONSENT FORM IN TERMS OF SECTION 11 OF THE PROTECTION OF PERSONAL INFORMATION ACT, 2013 (POPIA)**

1. In order for municipality to consider the bidders response, it will be necessary for the municipality to process certain personal information which the bidder may share with the municipality for the bid submission, including personal information which may include special personal information (“personal information”). Personal information will be processed by the municipality for the purposes of assessing the bidder’s submission in relation to bid. The municipality may also share the bidder’s personal information with third parties to carry out verification and background checks, where necessary. In this regard, the bidder acknowledge that the municipality authorized verification agent/s and service provider/s will access the personal information.
2. By ticking yes and signing below the bidder agrees and voluntarily consents to the municipality processing the bidder’s personal information for the purpose of evaluating its submission, including to confirm and verify any information provided in the submission and the bidder gives the municipality permission to do so. The bidder agrees that it is free to withdraw its consent on written notice to the municipality, however if consent is not given or is withdrawn, the municipality may be able to bid submission.

Please tick one

Yes

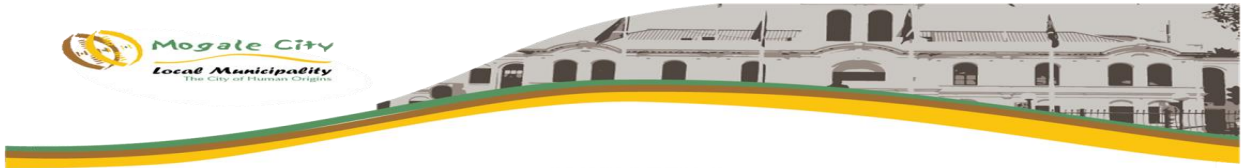
No

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

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

\_\_\_\_\_  
**CAPACITY**

\_\_\_\_\_  
**BIDDING ENTITY**



**MBD 4**

**DECLARATION OF INTEREST**

1. No bid will be accepted from persons in the service of the state<sup>1</sup>.
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority.
- 3 In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

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

3.2 Identity Number: .....

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

3.4 Company Registration Number: .....

3.5 Tax Reference Number:.....

3.6 VAT Registration Number: .....

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

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

3.8.1 If yes, furnish particulars. ....

.....  
.....

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

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

- (e) a member of the accounting authority of any national or provincial public entity; or
- (f) an employee of Parliament or a provincial legislature.

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

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

3.9.1 If yes, furnish particulars.....

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

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

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

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

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

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

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

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

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

3.14.1 If yes, furnish particulars:  
.....  
.....

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

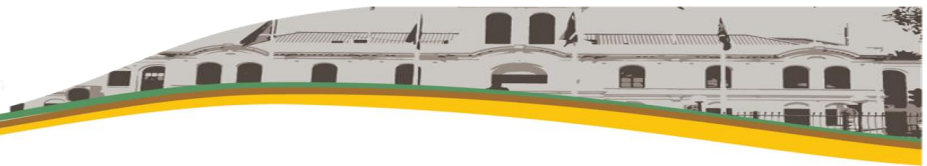
Full Name	Identity Number	State Employee Number

.....  
**Signature**

.....  
**Date**

.....  
**Capacity**

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



**MBD 5**

**DECLARATION OF PROCUREMENT ABOVE R10 MILLION (VAT INCLUDED)**

**FOR ALL PROCUREMENT EXPECTED TO EXCEED R10 MILLION (VAT INCLUDED),  
BIDDERS MUST COMPLETE THE FOLLOWING QUESTIONNAIRE:**

1 Are you by law required to prepare annual financial statements for auditing?

1.1 if yes, submit audited annual financial statements for the past three years or since the date of establishment if established during the past three years.

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

**YES/NO**

2 Do you have any outstanding undisputed commitments for municipal services towards a municipality or any other service provider in respect of which payment is overdue for more than 30 days?

2.1 If no, this serves to certify that the bidder has no undisputed commitments for municipal services towards any municipality for more than three months or other service provider in respect of which payment is overdue for more than 30 days.

2.2 If yes, provide particulars.

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

**YES/NO**

3 Has any contract been awarded to you by organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract?

3.1 if yes, furnish

.....

**YES/NO**



.....  
4 Will any portion of goods or services be sourced from outside the Republic, if so, what portion and whether any portion of payment from the municipality / municipal entity is expected to be transferred out of the Republic?

**YES/NO**

4.1 If yes, furnish particulars

.....  
.....

**CERTIFICATION**

**I, THE UNDERSIGNED (NAME) .....**

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

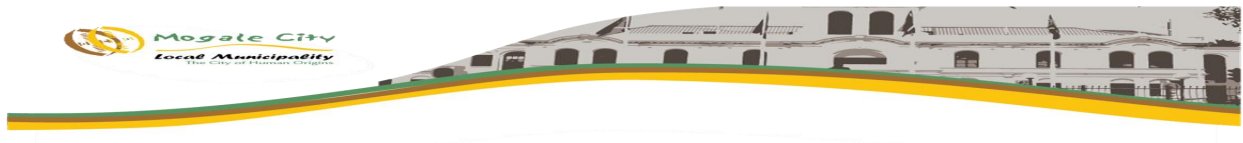
**I ACCEPT THAT THE STATE MAY ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.**

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder



**MBD 6.1**

**MOGALE CITY LOCAL MUNICIPALITY**

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

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

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

**1. GENERAL CONDITIONS**

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

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

1.2 The applicable preference point system for this bid is the 80/20 preference point system.

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

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

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

	<b>POINTS</b>
<b>FUNCTIONALITY</b>	90
<b>SPECIFIC GOALS</b>	10
<b>TOTAL POINTS FOR FUNCTIONALITY AND SPECIFIC GOALS</b>	<b>100</b>

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

1.6 The organ of state reserves the right to require of a 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 organ of state.

## 2. DEFINITIONS

- (a) **“bid”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive bidding process or any other method envisaged in legislation;
- (b) **“price”** means an amount of money bided for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) **“bid for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).
- (f) **“comparative price”** means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;
- (g) **“consortium or joint venture”** means an association of person for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract;
- (h) **“contact”** means the agreement that results from the acceptance of a bid by an organ of state;
- (i) **“EME”** means an Exempted Micro Enterprise as defined by Codes of Good Practice issued in terms of section 9 (1) of the Broad Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (j) **“Firm price”** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, the execution of the contract;
- (k) **“functionality”** means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;
- (l) **“non-firm prices”** means all prices other than “firm” prices;
- (m) **“person”** includes a juristic person;
- (n) **“QSE”** means a Qualifying Small Enterprise as defined by Codes of Good Practice issued in terms of section 9 (1) of the Broad- Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003)
- (o) **“rand value”** means the total estimated value of a contract in South African currency, calculated at the time of the bid invitations, and includes all applicable taxes and excise duties;
- (p) **“sub-contract”** means the primary contractor’s assigning, leasing, making out work to, or employing, another person to] support such primary contractor in the execution of part of a project in terms of the contract
- (q) **“total revenue”** bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9 (1) of the Broad-Based Economic Empowerment Act and promulgated in the Government Gazette

on 9 February 2007;

- (r) “**trust**” means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person.

### 3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

#### POINTS AWARDED FOR PRICE

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

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

**80/20**

or

**90/10**

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

Where

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration

Pmin = Price of lowest acceptable bid

#### 4 POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Within the boundaries of the municipality	5	x		x
Outside the boundaries of the Municipality, but within the west Rand District Municipality.	3	x		x
Within the boundaries of Gauteng Province	2	x		x
Outside the boundaries of Gauteng Province	0	x		x
Youth enterprise (enterprise owned by persons younger than 35 years).	2	x		x
Gender (Woman owned enterprise).	3	x		x

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

4.1 Name of company/firm:.....

4.2 VAT registration number:.....

4.3 Company registration number:.....

**4.4 TYPE OF COMPANY/ FIRM**

Partnership/Joint Venture / Consortium

One person business/sole propriety

Close corporation

Company

(Pty) Limited

[TICK APPLICABLE BOX]

**4.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES**

.....  
 .....

**4.6 COMPANY CLASSIFICATION**

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

**4.7 MUNICIPAL INFORMATION**

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

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

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

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

4.9 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 contribution indicated in paragraph 7 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 paragraph 7, 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 contribution 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) restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, 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.

5. **PREVIOUS EXPERIENCE**

Provide the following information on relevant previous experience (indicate specifically projects of similar or larger size and/or which is similar with regard to type of work).

Description	Value (R, VAT excluded)	Year(s) executed	Reference		
			Name	Organization	Tel no

6.

Provide information on key staff you intend utilizing on this contract, should it be awarded to you.

Name	Position in your organization	Qualifications	Experience

7. **INFRASTRUCTURE AND RESOURCES AVAILABLE TO EXECUTE THIS CONTRACT**

7.1. Physical facilities

Description	Address	Area (m <sup>2</sup> )

7.2. Plant and equipment

Description: Plant and equipment owned (or to be rented)	Number of units



7.3. List of shareholders by Name, Position, Identity number, Citizenship, HDI status and ownership as relevant.

Name	Date/Position Occupied in Enterprise	ID Number (please attach certified copies of ID's)	Date RSA Citizenship obtained	HDI	Women	Disabled	Youth (person not older than 35 years of age)	% of business/enterprise owned
							<b>Total</b>	<b>100%</b>

7.4. List of shareholders by Name, percentage (%) of business/enterprise owned, residential address.

Full Name	Identity (ID) Number (please attached certified copies of ID's)	% of business/ enterprise owned	Residential address

**8. AUTHORITY FOR SIGNATORY**

Please note that the sole proprietors or “one person business” are not required to submit an official and duly signed authority of signatory.

Signatories for close corporations and companies shall confirm their authority by signing on behalf of the company/firm **by attaching to this page** a duly signed and dated copy of the relevant resolution of their members or their board of directors, as the case may be.

An example for a company is shown below:

Printed on company letterhead:

“ By resolution of the board of directors passed on \_\_\_\_\_ 20 \_\_\_\_\_  
Mr \_\_\_\_\_  
has been duly authorized to sign all documents in connection with the bid for  
Bid \_\_\_\_\_ No \_\_\_\_\_  
and any Contract, which may arise there from on behalf of  
\_\_\_\_\_

SIGNED ON BEHALF OF THE COMPANY \_\_\_\_\_

IN HIS CAPACITY AS \_\_\_\_\_ CAPACITY AS \_\_\_\_\_

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

SIGNATURE OF SIGNATORY: \_\_\_\_\_

AS WITNESSES: 1 \_\_\_\_\_  
2 \_\_\_\_\_

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 contribution indicated in paragraph 7 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 paragraph 7, 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 contribution 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) restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, 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

.....

**SIGNATURE(S) OF BIDDER(S)**

**SURNAME AND NAME:** .....

**DATE:** .....

**ADDRESS:** .....

.....

.....



**MOGALE CITY LOCAL MUNICIPALITY**

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

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

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

4.2	Is the bidder or any of its directors listed on the Register for Bid Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? <b>The Register for Bid Defaulters can be accessed on the National Treasury's website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) by clicking on its link at the bottom of the home page.</b>	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

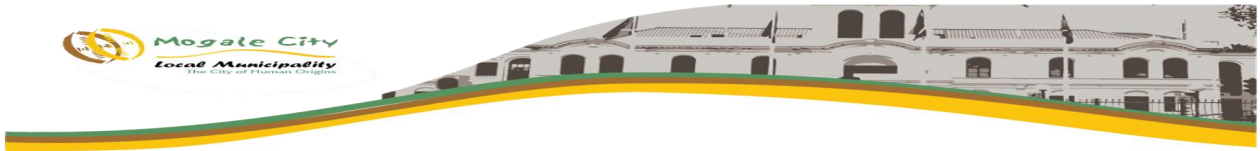
**I, THE UNDERSIGNED (FULL NAME) .....CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM TRUE AND CORRECT. I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT, ACTION MAY BE TAKEN AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.**

.....  
**Signature**

.....  
**Date**

.....  
**Position**

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



MBD 9

### CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

**TENDER NO. CORP (L) 04/2025: TENDERS ARE HEREBY INVITED FOR THE APPOINTMENT OF PANEL OF SERVICE PROVIDERS FOR THE PROVISION OF LEGAL SERVICES FOR A PERIOD THREE (3) YEARS.**

in response to the invitation for the bid made by: MOGALE CITY LOCAL MUNICIPALITY  
(Name of Municipality / Municipal Entity)

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

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

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
  - (a) has been requested to submit a bid in response to this bid invitation;
  - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
  - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium<sup>3</sup> will not be construed as collusive bidding.

7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
- (a) prices;
  - (b) geographical area where product or service will be rendered (market allocation)
  - (c) methods, factors or formulas used to calculate prices;
  - (d) the intention or decision to submit or not to submit, a bid;
  - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
  - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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

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

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder



---

**GENERAL CONDITIONS OF CONTRACT**

**THE NATIONAL TREASURY**

**Republic of South Africa**



**GOVERNMENT PROCUREMENT  
GENERAL CONDITIONS OF CONTRACT  
JULY 2010**

**GOVERNMENT PROCUREMENT:  
GENERAL CONDITIONS OF CONTRACT  
July 2010**

**THE NATIONAL TREASURY: Republic of South Africa 2**

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**GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT**  
**THE NATIONAL TREASURY: Republic of South Africa 3**  
**General Conditions of Contract**

**1. Definitions**

1. The following terms shall be interpreted as indicated:

1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.

1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.

1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.

1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.

1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.

1.7 "Day" means calendar day.

1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.

1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.

1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the goods are so delivered and a valid receipt is obtained.

1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.

1.12" Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.

1.14 "GCC" means the General Conditions of Contract.

1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.

1.16 "Imported content" means that portion of the bidding price have been or are still To be imported (whether by the supplier or his subcontractors) and which costs Are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the Factory in the Republic where the goods covered by the bid will be manufactured.

1.17 "Local content" means that portion of the bidding price, which is not included in the imported content provided that local manufacture does take place.

1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.

1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.

1.20 "Project site," where applicable, means the place indicated in bidding documents.

1.21 "Purchaser" means the organization purchasing the goods.

1.22 "Republic" means the Republic of South Africa.

1.23 "SCC" means the Special Conditions of Contract.

1.24 "Services" means those functional services ancillary to the Supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.

1.25 "Supplier" means the successful bidder who is awarded the contract to maintain and administer the required and specified service(s) to the State.

1.26 "Tort" means in breach of contract.

1.27 "Turnkey" means a procurement process where one service provider assumes total responsibility for all aspects of the project and delivers the full end product service required by the contract.

1.28 "Written" or "in writing" means hand-written in ink or any form of electronic or mechanical writing.

## **2. Application**

2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services (excluding professional services related to the building and construction industry), sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.

2.2 Where applicable, special conditions of contract are also laid down to cover specific goods, services or works.

2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

## **3. General**

3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a nonrefundable fee for documents may be charged.

3.2 Invitations to bid are usually published in locally distributed news media and on the municipality/municipal entity website.

## **4. Standards**

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

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

5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.

5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.

5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

## **6. Patent Rights**

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

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

## **7. Performance security**

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

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

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

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

(b) a cashier's or certified cheque.

7.4 The performance security will be discharged by the purchaser

and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified.

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

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

8.2 If it is a bid condition that goods to be produced or services to be rendered should at any stage be subject to inspections, tests and analyses, the bidder or contractor's premises shall be open, at all reasonable hours, for inspection by a representative of the purchaser or organization acting on behalf of the purchaser.

8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.

8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the goods to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.

8.5 Where the goods or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such goods or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.

8.6 Goods and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.

8.7 Any contract goods may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected goods shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with goods, which do comply with the requirements of the contract. Failing such removal the rejected goods shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute goods forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected goods, purchase such goods as may be necessary at the expense of the supplier.

8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 22 of GCC.

## **9. Packing**

9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, and in any subsequent Instructions ordered by the purchaser.

## **10. Delivery and documents**

10.1 Delivery of the goods and arrangements for shipping and clearance obligations, shall be made by the supplier in accordance with the terms specified in the Contract.

## **11. Insurance**

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

## **12. Transportation**

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

## **13. Incidental Services**

13.1 The supplier may be required to provide any or all of the following services, including additional services, if any:

- (a) Performance or supervision of on-site assembly and/or commissioning of the supplied goods;
- (b) Furnishing of tools required for assembly and/or maintenance of the supplied goods;
- (c) Furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
- (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
- (e) Training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

## **14. Spare parts**

14.1 As specified, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:

- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and;
- (b) in the event of termination of production of the spare parts:
  - (i) advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
  - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

## **15. Warranty**

15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied

under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.

15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise.

15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.

15.4 Upon receipt of such notice, the supplier shall, within the period specified and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

## **16. Payment**

16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified.

16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.

16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.

16.4 Payment will be made in Rand unless otherwise stipulated.

## **17. Prices**

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

## **18. Variation orders**

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

## **19. Assignment**

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

## **20. Subcontracts**

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

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

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

21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or

without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

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

21.4 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 22.2 without the application of penalties.

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

## **22. Penalties**

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

## **23. Termination for default**

23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:

- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
- (b) if the supplier fails to perform any other obligation(s) under the contract; or
- (c) if the supplier, in the judgement of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner, as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.

23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.

23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the supplier as having no objection and proceed with the restriction.

23.5 Any restriction imposed on any person by the purchaser will, at the discretion of the purchaser, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the purchaser actively associated.

23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:

- (i) the name and address of the supplier and / or person restricted by the purchaser;
- (ii) the date of commencement of the restriction
- (iii) the period of restriction; and



(iv) the reasons for the restriction.

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

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

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

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

## **25. Force Majeure**

25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

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

## **26. Termination for insolvency**

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

## **27. Settlement of Disputes**

27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.

27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.

27.4 Notwithstanding any reference to mediation and/or court proceedings herein, (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and

(b) the purchaser shall pay the supplier any monies due the supplier for goods delivered and / or services rendered according to the prescripts of the contract.

## **28. Limitation of Liability**

28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;

(a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

(b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

## **29. Governing language**

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

## **30. Applicable law**

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

## **31. Notices**

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

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

## **32. Taxes and duties**

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

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

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

32.4 No contract shall be concluded with any bidder whose municipal rates and taxes and municipal services charges are in arrears.

## **33. Transfer of contracts**

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

## **34. Amendment of contracts**

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

## **35. Prohibition of restrictive practices:**

35.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of **restrictive practices** 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder(s) is / are or a contractor(s) was / were involved in collusive bidding.

35.2 If a bidder(s) or contractor(s) based on reasonable grounds or evidence obtained by the purchaser has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in section 59 of the Competition Act No 89 Of 1998.

35.3 If a bidder(s) or contractor(s) has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned



## **BIDDERS TO BE EVALUATED ON FUNCTIONALITY**

5. (1) An organ of state must state in the bid documents if the bid will be evaluated on functionality.
- (2) The evaluation criteria for measuring functionality must be objective.
- (3) The bid documents must specify-
  - a. the evaluation criteria for measuring functionality;
  - b. the points for each criteria and, if any, each sub-criterion; and
  - c. the minimum qualifying score for functionality.
- (4) The minimum qualifying score for functionality for a bid to be considered further-
  - a. must be determined separately for each bid; and
  - b. may not be so-
    - (i) low that it may jeopardise the quality of the required goods or services; or
    - (ii) high that it is unreasonably restrictive.
- (5) Points scored for functionality must be rounded off to the nearest two decimal places.
- (6) A bid that fails to obtain the minimum qualifying score for functionality as indicated in the bid documents is not an acceptable bid.



## **FOR THE APPOINTMENT OF PANEL OF SERVICE PROVIDERS FOR THE PROVISION OF LEGAL SERVICES FOR A PERIOD OF THREE (3) YEARS.**

### **1. SCOPE OF WORK**

1.1. The MOGALE CITY LOCAL MUNICIPALITY (MCLM) requires the services of appropriately qualified legal practitioners to render such legal services as may be required. MOGALE CITY LOCAL MUNICIPALITY will appoint a panel of Legal Practitioners for a period of 36 months perform specific legal services for MCLM on an as and when required basis.

1.1.1. It is the objective of this Bid to identify legal practitioners that can render legal services over a broad spectrum of the fields of law as well as specific types of legal services, whose services can be utilised for such areas of legal services as they must be duly qualified for and have adequate experience in. Where a Bidder specializes in a specific field of law, it must be indicated as such on the form as set out hereafter.

1.1.2. In order to avoid any possible conflict of interest, prospective service providers who are appointed will be required not to accept any instructions from any party against the MCLM irrespective of the nature thereof.

1.1.3. The MCLM therefore reserves the right in its sole discretion to appoint any number of legal practitioners/ law firms to serve on its legal panel as it may deem fit.

1.1.4. MCLM may from time to time require specialised legal expertise and therefore reserves the right to, in deserving cases, appoint legal practitioners outside the appointed panel of legal practitioners when the expertise and experience in a specific field of law or for any other reason in its sole discretion requires it an respect the Bidder will be required to advise the MCLM timeously and must submit a written motivation for the appointment of Counsel. The MCLM may for particular reasons instruct the Bidder to appoint a specific Counsel.

### **1.2. REPORTING PROCESS:**

Please note that this reporting process as set out below relates to all instructions issued to the successful bidder.

Any progress must be reported immediately and, in any event, not later than 2 days after the event with advice on the proposed course of action; and

1.2.1. If a response does not take place on the expected or required date, a report with advice on the proposed course of action must be submitted.

1.2.2. The dates will vary from one case to another depending on urgency and complexity of the matters e.g. from in extremely complex matters where research is required, in which event the MCLM must be informed of the delay and reason for it.

### **1.3. URGENT MATTERS:**

- 1.3.1. Urgent matters should be attended to as a priority and may, depending on the circumstances, require special rules. Depending on the forum in which the urgent proceedings are instituted, the general rules for conducting matters in the High Court, Magistrates' Court and Labour Court/CCMA/Bargaining Council will apply. Instructions will be issued by MCLM in writing and will be delivered by hand or emailed, after telephonic arrangements have been made with the Bidder, and will be as complete as possible under the circumstances.
- 1.3.2. The Legal Advisor/ Delegated official of the municipality assigned to the matter will be specified in the instruction to allow for easy communication in the circumstances. The Bidder shall use his best endeavours to resolve the situation prior to any matter being heard urgently.
- 1.3.3. Instructions must be acknowledged in writing within 2 hours from receipt thereof, to the extent that it is practical within the circumstances. Where required, verbal instructions will be provided, but same will be confirmed in writing as soon as possible. Advocates will be appointed with the consent and in consultation with the MCLM and based on the availability of suitable Counsel under the circumstances.
- 1.3.4. Should the Bidder believe there is no or limited prospect of success, the MCLM must be informed of such an opinion prior to any further steps being taken in the matter. Should the Bidder believe, the matter can be resolved in any other manner, the MCLM must be informed in writing of such alternatives prior to any further steps being taken. As a rule, opposing papers should be prepared, and verbal evidence should only be led in extremely urgent matters.
- 1.3.5. All matters shall be brought to their conclusion, including the recovery of all capital and interest owing, where applicable, as well as the recovery of all costs orders made by the court, including execution steps as well as any other relevant steps.
- 1.3.6. All consultations, discussions and requests for information will be arranged through the Legal Advisor/ Delegated official of the municipality assigned to the matter. Any other Official or department will not be contacted directly.
- 1.3.7. Bidders will arrange for the delivery and collection of all documents to be signed by the Municipal Manager thorough the Legal advisor / Delegated official of the municipality assigned to the matter.
- 1.3.8. Appoint Counsel shall be done in Consultation with the MCLM. The appointment of Senior Counsel must be motivated by the Bidder. The MCLM reserves the right to request the Bidder to appoint a specific Counsel.

### **1.4. PERFORMANCE STANDARD:**

- 1.4.1. All time frames in terms of the applicable legislation, collective agreements and other conditions of service must strictly be observed.
- 1.4.2. If the Bidder is of the view that there are no prospects of success, MCLM must be informed before any further steps are taken.
- 1.4.3. Mandates must be obtained before proceeding with any action.
- 1.4.4. The possibility of settlement must be explored in every matter.

- 1.4.5. No settlement may be entered into without the written authority of the authorized official in MCLM. In this regard it is expected of the Bidder to familiarize itself with the relevant delegations.
- 1.4.6. Follow up on instructions and documents required, must be done by the Bidder to ensure responses within the time frames stated above.
- 1.4.7. The Bidder is responsible to arrange consultations with witnesses after the necessity thereof has been determined in consultation with the contact person in the legal section, and in liaison with such person.
- 1.4.8. Calls must be returned the same day, but if not possible, not later than the first following day.
- 1.4.9. Opinions must be completed within the period stated in the request and if no date is stated, 14 days from date of transmission to the Bidder.
- 1.4.10. Failure to acknowledge receipt of instructions despite clear proof of same having been received and persistent non-reporting of progress when same is duly requested, will constitute sufficient basis to withdraw the instructions after following due process.
- 1.4.11. In all instances appointed presiding and prosecutor officers must endeavour to finalize disciplinary enquiries and appeal hearings within 3 months from the date of commencement of the proceedings, failing which a report advancing the reasons for the delay must be provided to the contact person at the legal section with an estimate of the time frame within which finalization can be expected; and
- 1.4.12. No Advocate may be appointed without a specific written mandate from MCLM and motivation letter from the law firm.

## **1.5. GENERAL REPORTING STANDARD**

- 1.5.1. The Municipality will monitor and evaluate the performance of Service Providers as and when they render services.
- 1.5.2. Service Providers shall be required to submit quarterly performance reports on all matters assigned to them and attend the monitoring and evaluation meetings at no cost to the Municipality.
- 1.5.3. Each invoice shall be accompanied by an evaluation checklist, Portfolio of Evidence of work done i.e. instruction letter, Letter accepting instructions, first page of summons or notice filed in court and/or registration document filed at the Deeds Office). The Checklist shall indicate the level of performance with services rendered and same shall be signed by both the Service Provider and the Municipality.
- 1.5.4. The Service Provider shall also be expected to submit annual reports to the Auditor General as and when requested by the Municipality and at no cost to the Municipality.

## 1.6. PERFORMANCE REQUIREMENT

1.6.1. Section 27 of Supply Chain Management Policy requires the Municipality to determine the criteria to monitor and evaluate performance of Service Providers:

### **KEY PERFORMANCE AREAS AND INDICATORS TO MONITOR AND EVALUATE PERFORMANCE OF SERVICE PROVIDERS**

No	Key Performance Areas	Key Performance Indicators	Portfolio of Evidence
1.	Instruction	<ul style="list-style-type: none"> <li>The Service Provider must accept the instruction within 3 days</li> </ul>	<ul style="list-style-type: none"> <li>Acceptance of the instruction</li> </ul>
2.	General Litigation	<ul style="list-style-type: none"> <li>Filling of Notices or Applications in Court</li> <li>Consultations</li> </ul>	<ul style="list-style-type: none"> <li>Summary of the work done and first page of any notice or application etc. filled in court</li> <li>The Attendance Register</li> </ul>
3.	Labour Matters	<ul style="list-style-type: none"> <li>Filling of Notices or Applications in Court or with the Commissioner</li> <li>Consultations</li> </ul>	<ul style="list-style-type: none"> <li>A detailed summary of the work done and first page of any notice or application etc filled in court</li> <li>The Attendance Register</li> </ul>
4.	Conveyancing and Land Transactions	<ul style="list-style-type: none"> <li>Lodging of documents with Deeds Office</li> <li>Consultations to discuss the instruction in detail</li> <li>Site Inspections</li> <li>Perusal of documents</li> </ul>	<ul style="list-style-type: none"> <li>A detailed summary of the work done and first page of documents lodged with Deeds Office</li> <li>Attendance Register</li> <li>Copy of the document perused</li> </ul>
5.	Corporate Transactions & Investigations	<ul style="list-style-type: none"> <li>Service Provider to advise the Municipality with Cooperate Transactions and investigations.</li> <li>Consultations</li> </ul>	<ul style="list-style-type: none"> <li>Attendance Register</li> <li>A detailed report on the advice given when the matter is finalised</li> </ul>
6.	Legislative Drafting	<ul style="list-style-type: none"> <li>The Service Provider to consider all relevant Legislations and Municipality's policies when drafting</li> </ul>	<ul style="list-style-type: none"> <li>The draft By-Law</li> <li>Mapping Opinion</li> <li>A copy of the Opinion</li> </ul>



7.	Finalisation of a matter	<ul style="list-style-type: none"> <li>• Service Provider to attend to matters until its finalisation</li> </ul>	<ul style="list-style-type: none"> <li>• Court Order</li> </ul>
8.	Timeframe	<ul style="list-style-type: none"> <li>• Service Provider to respond to urgent matters within 24 hours;</li> <li>• And for non-urgent matters response must be within 3 working days</li> </ul>	<ul style="list-style-type: none"> <li>• An email responding to any issue raised</li> <li>• A summary of work done</li> </ul>
9.	Reporting	<ul style="list-style-type: none"> <li>• Service Provider to quarterly report on any matter s/he was instructed by the Municipality</li> </ul>	<ul style="list-style-type: none"> <li>• Detailed Quarterly report</li> </ul>

### **1.6.2 SCORING GUIDELINES**

#### **CRITERIA TO MONITOR AND SCORE PERFORMANCE OF THE SERVICE PROVIDER**

The following shall be the scoring for the monitoring of the Service Provider's performance:

- (a) 1 = Poor (59%) Unacceptable Performance, the performance does not meet the expected, the Service Provider has failed to demonstrate commitment level expected.
- (b) 2 = Average (60-69%) Performance full not effective, performance is below standard required, it meets some expectations.
- (c) 3 = Above average (70-97%) Performance fully effective, performance fully meets standards expected as per scope.
- (d) 4 = Good (80-89%) Performance significantly above expectations performance is significantly higher than expected standard.
- (e) 5 = Excellent (90-100%) Outstanding performance, performance far exceeds the standard expected.

1.6.3 All such work must be executed by the Bidder on its own, and only under very exceptional circumstances will the Bidder be allowed to instruct Counsel. In this respect the Bidder will be required to advise the MCLM timeously and must submit a written motivation for the appointment of Counsel. The MCLM may for reasons instruct the Bidder to appoint a specific Counsel.

1.6.4 The Bidder must communicate timeously with the Manager/Legal Advisor who issues the instructions, should the Bidder require any technical information to execute its instructions.

1.6.5 All instructions to the Bidder will be issued from or will be endorsed by the Corporate Support Services Department.

- 1.6.6 The Bidder must acknowledge receipt of instructions within 3 (three) days of receiving same.
- 1.6.7 The firms selected should have demonstrated skill and acumen to handle legal work in the following practice areas but not limited to the above-mentioned areas of law.

**1.7. CATEGORIES OF WORK TO BE DONE**

- 1.7.1. Local Government laws.
- 1.7.2. Corporate Law.
- 1.7.3. Administrative Law.
- 1.7.4. Constitutional law.
- 1.7.5. Environmental law.
- 1.7.6. Labor law.
- 1.7.7. Law of Taxation.
- 1.7.8. Electronic Communications
- 1.7.9. Media Law
- 1.7.10. IT Law.
- 1.7.11. Planning and property law.
- 1.7.11 Township and Development Law (SPLUMA)
- 1.7.12 Pension and Insurance law.
- 1.7.13 Health and Safety law.
- 1.7.14 Intellectual and Banking law.
- 1.7.15 Construction and Engineering law and
- 1.7.16 Traffic and Transportation Law
- 1.7.17 Forensic Investigations.
- 1.7.18 Criminal law
- 1.7.19 Conduct legal due diligence on proposed transactions, projects, and agreements.
- 1.7.20 Civil, insurance and third-party claims

1.8. **BREAKDOWN OF CATEGORIES THAT THE BIDDER CAN SELECT FROM:**

1.8.1. **GENERAL LITIGATION**

**Advise on and handling various issues, including but not limited to:**

1.8.1.1. **CIVIL AND CRIMINAL LITIGATION**

- a) Legal practitioners appointed for civil litigation, will be utilized for matters in accordance with their field of expertise as indicated and confirmed by the references.
- b) The MCLM will be entitled to insist that a duly qualified and admitted Legal practitioner attends to the matters of the MCLM, where it appears that a Candidate Legal Practitioner is not able to properly assist and advise the MCLM.
- c) The appointment of the Counsel in criminal matters must be motivated and is subjected to the approval of the Head Department: Corporate Legal services

1.8.1.2. **MAGISTRATES' COURTS AND SUPERIOR COURTS LITIGATION**

- a) Comprehensive instructions will be issued by MCLM in writing and will be delivered by hand or forwarded through e-mail. Instructions will be accompanied by background information, applicable documentation, and references for consultations.
- b) Instructions have to be acknowledged in writing within 3 working days from date receipt. Should the information accompanying the instruction be insufficient or should further information and or a consultation be required, same will be requested in writing within 3 working days. All instructions required from the MCLM in the course of a matter, will be requested in writing and also be issued in writing. The Bidder should take cognizance of the fact that certain instructions may only be authorized by the Council or a committee thereof, and the time required in this regard needs to be taken into account.
- c) Should the Bidder be of the opinion that there is no or limited prospect of success, the MCLM must be informed of such an opinion in writing prior to any further steps being taken in the matter. Should the Bidder be of the opinion that the matter can be resolved in any other manner, the MCLM must be informed in writing of such alternatives prior to any further steps being taken.
- d) All Magistrates' Court matters must be attended to by the Legal practitioners, including the drafting of papers and counsel may not be briefed without the prior written consent of the MCLM. The appointment of Counsel will only be allowed in exceptional cases, based on a properly motivated written request from the Legal practitioners.
- e) The Bidder shall at all times comply with the provisions of the Magistrates' Court Act, 1944 and the rules of court issued in terms thereof as well as the legislation applicable in each specific matter.
- f) All matters shall be brought to their final conclusion, including the recovery of all capital and interest owing, where applicable, as well as the recovery of all costs orders made by the court, including execution steps as well as any other relevant steps.
- g) All consultations, discussions and requests for information will be arranged through the legal advisor assigned to the matter, and officials and other departments will not be contacted directly. The MCLM must be informed of trial dates within seven days from date of having been informed of such date, in order to ensure that all relevant witnesses, in the employ of the MCLM, are available for purposes of trial.
- h) The Bidder will arrange for the delivery and collection of all documents to be signed by the Municipal Manager, through the legal advisor assigned to the matter.

- i) Junior Counsel shall attend to High Court matters and such appointments must be made in consultation with the MCLM. Should the Bidder be of the opinion that Senior Counsel should be briefed, it may only be done with the prior written consent of the MCLM. No such consent will be granted unless a duly motivated, written request has been received from the Bidder. The MCLM reserves the right to request that specific Junior or Senior Counsel be appointed in certain matters.
- j) The Bidder shall always comply with the provisions of the Superior Courts Act 10 of 2013 and the rules of court issued in terms thereof, as well as the legislation applicable in each specific matter.
- k) General Liability – such as personal injury, property damage, professional liability, labour issues, workmen’s compensation, Mogale City Local Municipality-customer relations, conduct of litigation and watching briefs, Settlement negotiations, Town Planning Litigation, and Criminal Matters.

**1.8.1.3. EVICTIONS**

- a) The Bidder should have a proper understanding of the Prevention of Illegal Eviction from and Unlawful Occupation of Land Act, 1998, and the Extension of Security of Tenure act 62 of 1997 and also be familiar with the precedents in this regard, focusing on both the rights of the unlawful occupiers as well of the MCLM. In this regard, the provisions of the Bill of Rights, the Housing Act, 1997 as well as the Gauteng Housing Act, 1998 should be taken into account, as well as the Housing Code.
- b) Where relief sought against the MCLM, the Bidder should consider whether the correct legal process was followed, whether the applicant is entitled to the relief sought and whether the MCLM is obliged to provide the relief sought.
- c) In the event of applications brought by the MCLM, the Bidder needs to be able to determine whether the information available will satisfy the court, whether the ground for eviction is justifiable and whether all requirements have been met, in terms of both the PIE act and ESTA as well as the Housing Code.
- d) Where required, the Bidder must make the necessary arrangements with the Sheriff for the service of the application as well as the order, and if required, obtain an order for substituted service. The order should also be phrased in such a manner that it will cover all the requirements for the actual removal process.
- e) The Bidder needs to co-ordinate with the sheriff and the MCLM as well as its contractor, to ensure that all arrangements are in place for the actual eviction. The Bidder ensure that proper returns of service are obtained subsequent to the eviction.

**1.8.1.4. EXPROPRIATIONS**

Expropriation of property on behalf of MCLM in terms of applicable legislation.

### 1.8.2. LABOUR MATTERS

#### **All Labour related matters, including but not limited to:**

- a) Appointments as presiding and prosecutors in disciplinary enquiries and disciplinary appeals.
- b) Opinions and advice on processes.
- c) Representing MCLM in conciliations and arbitrations both in the CCMA and Bargaining Council.
- d) representing MCLM in the Labour Court and Labour Appeal Court in applications such as reviews and interlocutory applications, interdicts as well as opposing such applications or in trials; and
- e) handling of strikes.

### 1.8.3. CONVEYANCING AND LAND TRANSACTIONS

#### **All Conveyancer and Land Transaction related matters, including but not limited to:**

- a) Preparation and completion of security documentation e.g. Regulation 68(1) Applications, transfer documents
- (b) Perfect securities including registration of documents and other interests.
- (c) Advising on and effecting realization of securities including foreclosures, sales, receivership, etc.
- (d) Advice on Acquisitions and dispositions involving, e.g., rights-of-way, leases, licenses, and transfers with respect to land, buildings; and
- (e) Advice on resolution of issues or disputes over property rights and related responsibilities.
- (f) Advice on Land Restitution and Evictions.
- (g) Conveyancing and other property related services
- (h) Transfer of properties alienated / acquired by Council including but not limited to housing transfers.
- (i) Registration, acquisition, and cancellation of servitudes.
- (j) Opening of township register, and all processes related thereto.
- (k) Cancellation / registration of mortgage bonds.
- (l) Drafting of Powers of Legal Practitioner for the transfer and registration of the properties
- (m) Excision of holdings.
- (n) Conversion from leasehold to freehold.
- (o) All other conveyancing work and land transaction are not listed above.

#### **1.8.4. NOTARIAL TRANSACTIONS**

##### **All notarial transactions, including but not limited to:**

- a) Attend to drafting and registration of Notarial Contracts on behalf of the Municipality
- b) Attend to Notarial Deeds on behalf of the Municipality
- c) Perform vetting, certifying and record keeping of notarial documents of the Municipality
- d) Certifying and Notarizing Documents of the Municipality
- e) Attending to Notarial Bonds
- f) Assists in sworn statements to be used by the Municipality in legal proceedings
- g) Attend to notarization of the transactions of the Municipality
- h) Attend to all Notarial Services on behalf of the Municipality

#### **1.8.5. CORPORATE TRANSACTIONS AND INVESTIGATIONS**

##### **All Corporate transactions and investigations, including but not limited to:**

- a) Advising the Municipality with respect to its rights and obligations under its various operating and other agreements. Advising the Municipality in connection with potential disputes arising out of its various operating and other agreements.
- b) Advising the Municipality regarding possible acquisitions, sales, joint ventures and incidental matters.
- c) Advising the Municipality with respect to compliance and corporate governance issues.
- d) General Forensic.
- e) Probity.
- f) Taxation
- g) Due diligence
- h) Cooperate transaction.

#### **1.8.6. LEGISLATIVE DRAFTING**

##### **All Legislative Drafting, including but not limited to:**

- a) Legislative drafting and Review.
  - i) Policy formulation.
  - j) The Firm shall exercise all reasonable skills, care and diligence in discharging its obligations in terms of the agreement and shall comply with all Prevailing Legislation relating to the rendering of the Services.

- k) The Services will be rendered in a timely manner as each request for services requires, and the Firm will use reasonable endeavors to adhere to the time limits agreed upon when instructions are furnished.
- l) The firm will be expected to respond to any issue raised by telephone or e-mail within 24 hours and to any issue raised in any letter or similar manner within 48 hours.
- m) Where no time limits are agreed to, the services will be rendered within a reasonable period and where necessary, in accordance with Prevailing legislation.
- n) Failure to render Services within a reasonable time shall be regarded as non-performance and may lead to termination of the mandate.
- o) The Firm shall not settle any claim or litigation by or against the Municipality without the necessary consultation with the Municipality, which authorization shall be made in writing.

**The firms selected should have demonstrable qualifications and experience to handle legal work in the following practice areas. It is expected that the appointed firms shall always provide the services diligently and in a professional manner.**

**PLEASE NOTE:**

- **BIDDERS MUST INDICATE OR MARK A MINIMUM OF ONE (01) TO A MAXIMUM OF FOUR (04) DISCIPLINES OF INTEREST, SHOULD MORE THAN FOUR DISCIPLINES BE INDICATED OR MARKED, THE MUNICIPALITY WILL EVALUATE THE BIDDER ON THE FIRST THREE IN NUMERICAL ORDER AS PER THE TABLE BELOW**
- **FAILURE TO INDICATE OR MARK THE AREA OF INTEREST WILL RENDER YOUR BID NON- RESPONSIVE AND NOT BEING PART OF THE LEGAL PANEL**

BIDDING CATEGORIES	Yes	No
	Mark X	
1. General Litigation		
2. Labour Matters		
3. Conveyancing and Land Transactions		
4. Notarial Transactions		
5. Corporate Transactions and Investigations		
6. Legislative Drafting		

1.9. THE MUNICIPALITY'S LEGAL FEE'S STRUCTURE SHALL BE AS FOLLOWS:

<b>PROFESSIONAL STATUS</b>		<b>Unit (15 min per quarter of an hour or part thereof)</b>	<b>Fee per hour (Excl VAT)</b>
I.	Legal Practitioner (Director/partner) with more than 10 years' experience	200	R1 -R 2000
II.	Legal Practitioner (Partner/ associate) with 5 -10 years' experience	100	R1 - R1700
III.	Legal Practitioner (Partner or associate) with 1 - 5 years' experience	66.67	R1 - R1500
V.	Candidate Legal Practitioner	56.67	R1 - R650

<b>TARIFF FEE STRUCTURE</b>		
<b>Description</b>	<b>Unit (15 min per quarter of an hour or part thereof)</b>	<b>Initial Instruction</b>
Taking instructions inclusive of initial consultation and perusal of documents accompanying the letter of instruction.	Per min	AS PER APPLICABLE CATEGORY IN RESPECT OF FEE PER HOUR IN LINE WITH PROFESSIONAL STATUS

<b>A - CONSULTATIONS, APPEARANCES, CONFERENCES, AND INSPECTIONS</b>		
Consultations per quarter of an hour or part thereof by an admitted Legal Practitioner.	Per min	AS PER APPLICABLE CATEGORY IN RESPECT OF FEE PER HOUR IN LINE WITH PROFESSIONAL STATUS
Attendance by a Legal Practitioner in court at proceedings in terms of rule 37 of the High Court Rules, per quarter of an hour or part thereof.	Per min	AS PER APPLICABLE CATEGORY IN RESPECT OF FEE PER HOUR IN LINE WITH PROFESSIONAL STATUS
Any inspection in situ, or otherwise, per quarter of an hour or part thereof:	Per min	AS PER APPLICABLE CATEGORY IN RESPECT OF FEE PER HOUR IN LINE WITH PROFESSIONAL STATUS
by a Legal Practitioner;	Per min	AS PER APPLICABLE CATEGORY IN RESPECT OF FEE PER HOUR IN LINE WITH PROFESSIONAL STATUS
Attending to give or take disclosure, per quarter of an hour or part thereof: by a Legal Practitioner;	Per min	AS PER APPLICABLE CATEGORY IN RESPECT OF FEE PER HOUR IN LINE WITH PROFESSIONAL STATUS



Appearance by a Legal Practitioner in court or the performance by a Legal Practitioner of any of the other functions of an advocate, in terms of the Right of Appearance in Courts Act, 1995 (Act No. 62 of 1995).	Per min	AS PER APPLICABLE CATEGORY IN RESPECT OF FEE PER HOUR IN LINE WITH PROFESSIONAL STATUS
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**B - DRAFTING AND DRAWING  
(Refrain from using hourly billing in terms of drafting and drawing)**

ITEM/ATTENDANCE	Unit	Rate
The drawing up of formal statements, confirmatory or supporting affidavits, affidavits of service or other formal affidavits, index to brief, short brief, statement of witnesses, powers of Legal Practitioner to sue or defend, as well as other formal documents and summonses, including all documents such as prescribed by the forms to the <b>High Court</b> Rules, an inclusive	Per page	R156.50

tariff - drawing up, checking, typing, printing, copies, <b>per page</b> of the original only.		
<b>The drawing up of other necessary documents, including:</b>	<b>Unit</b>	<b>Rate (Excl VAT)</b>
Instructions for an opinion, for an advocate's guidance in preparing pleadings, including further particulars and requests for same, including exceptions;	Per page	R156.00
Instructions to advocate in respect of all classes of pleadings;	Per page	R156.00
a petition, exception or affidavit, any notice (except a formal notice), particulars of claim or an annexure to the summons, opinion by an Legal Practitioner or any other important document not otherwise provided for;	Per page	R156.00
Drawing up scanning sheets, filing notices, notices of set down, notices of removal from the roll, reinstatements, and others non-pleadings on all-inclusive drawing up, checking, typing, printing, copies, per page of the original only.	Per page	R156.50
Letters, telegrams, and facsimiles: Inclusive tariff for drawing up, checking, typing, printing, delivery, copies <b>per page</b> .	Per page	R156.50

<b>NOTE 1:</b> Particulars of dispatched letters, telegrams and facsimiles must be specified in a tax invoice. The number of letters written must be specified, as well as the total amount charged. Request to inspect the papers may be made should the correctness of the item be disputed.	Per page	R156.50
<b>NOTE 2:</b> Whenever a Legal Practitioner performs any of the work listed in this section, the fees set out herein in respect of such work shall apply and not any fees which would be applicable in terms of the tariff under rule 69 if an advocate had performed the work in question.	Per page	R156.50

<b>C - ATTENDANCE AND PERUSAL</b>		
<b>Attending the receipt, entry and filing of:</b>	<b>UNIT</b>	<b>RATE (Excl VAT)</b>
any summons, petition, affidavit, pleading, advocate's advice and drafts, report, important letter, notice or document;	Per page	R78.00
any formal letter, record stock sheets in voluntary surrenders, judgments or any other material document not elsewhere specified;	Per page	R78.00
any plan or exhibit or other material document which was necessary for the conduct of the action. <b>per document.</b>	Per page	R78.00
<b>Attending on perusing and considering of:</b>	<b>UNIT</b>	<b>RATE (Excl VAT)</b>
any summons, petition, affidavit, pleading, advocate's advice and drafts, report, important letter, notice or document;	Per page	R78.00
any formal letter, record stock sheets in voluntary surrenders, judgments or any other material document not elsewhere specified;	Per page	R78.00
any plan or exhibit or other material document which was necessary for the conduct of the action <b>per page.</b>	Per page	R78.00
Sorting, arranging and paginating papers for pleadings, advice on evidence or brief on trial or appeal, per quarter of an hour or part thereof: <b>by a Legal Practitioner/candidate;</b>	Per min	R156.00

**NOTE:** Particulars of papers received must be specified in the tax invoice. The number of papers and pages received, as well as the total amount charged therefore, must be specified. Request to inspect the papers may be made if the correctness of the item is disputed.

**D – MISCELLANEOUS**

ITEM	UNIT	RATE
For making necessary copies, including photocopies, of any document or papers not already provided for in this tariff, per A4 size page.	Per page	R4.50
<b>Attending to arrange translation and thereafter to procure same, per quarter of an hour.</b>		
by an Legal Practitioner.		APPLICABLE RATE
<b>Necessary telephone calls: The actual cost thereof, plus for every five minutes or part thereof – (itemised billing will be required)</b>	<b>UNIT</b>	<b>RATE</b>
by a Legal Practitioner /candidate	Per min	AS PER APPLICABLE CATEGORY

**PART E**

Drafting, issuing and execution of a warrant of execution and attendances in connection therewith, excluding sheriff fees, per document.		R772.00
Re-issue.		R194.00

**PART F – CONVEYANCING AND NOTARIAL SERVICES**

All Conveyancing and Notarial services rendered must be billed as per the Deeds Registries Act, Act 47 of 1937	Fee guidelines and schedule	
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**I the undersigned duly authorised to do so on behalf of .....**

**Do hereby acknowledge the above tariffs are accepted unconditionally for the duration of the contract.**

**Signed at.....this.....day of.....20.....**

**Name of Duly Authorised Signatory: (Please print)**

.....

**Authorized Signature: .....**

- The maximum fees payable by the Municipality will be as per the fee structure above.
- No collapsed fee or reserve fee shall be payable.
- Only one person shall be assigned to the Project and only with special cases supported by a written motivation from the Legal Practice and consented thereto in writing by the Project Manager.

## **1.10. DELIVERABLES**

- 1.10.1. The Bidder may not become involved in any matter against the MCLM or its Municipal Entities or in any way prejudice its rights and interests.
- 1.10.2. The Bidder must always provide its own transport for the purpose of fulfilling its obligations in terms of this Bid.
- 1.10.3. The Bidder will be held responsible for the payment of all legal costs in the event of a default judgement against the MCLM due to the non-performance of the Bidder which costs will be automatically deducted from outstanding fees due to the Bidder.
- 1.10.4. The Municipality reserves the right to categorise the Bidder according to their field of expertise as per the scope of work.
- 1.10.5. The successful Bidder must sign the Service Level Agreement within 30 working days after the awarding of the Bid failing which the Bidder without further notice will be removed from the list of successful Bidders.
- 1.10.6. The Municipality further reserves the right to appoint a firm of Legal Practitioners outside the approved Panel of Legal Practitioners, due to the sensitivity and complexity of matters, that we appoint a neutral person from outside.
- 1.10.7. The Bidder will also have to provide the legal services on a pro-bono basis, and they should commit to the hours they will offer per instruction.
- 1.10.8. The Municipality does not guarantee the allocation of work during the 3-year period on appointment to its panel.

## **1.11. AWARDING OF BIDS, ALLOCATION OF WORK AND PAYMENTS**

- 1.11.1. The Municipality reserves the right to accept any Bid or part thereof and does not bind itself to accept any Bid. The panel will be composed by all Bidder(s) who have met the minimum requirements.
- 1.11.2. The allocation of instructions will be done on a fair distribution of work per legal category on an as and when required basis which is subject to the performance of the Bidder as monitored by the Manager: Legal.
- 1.4.3. Successful Bidders will be required to submit monthly invoices on work done, if applicable.
- 1.4.4. MCLM reserves the right to expand the panel by Re-advertising a particular category of legal work under the same requirements and for the same contract period.

## **1.5. DISBURSEMENT**

Payment of disbursements whether or not provided for by the Legal Practice Council which include *inter alia* payments to the Sheriff of the Court, capturing of recordings, Transcribers, Instructions to, Advocates, Experts, and or any other professional person, payment of witnesses etc, shall be paid on submission of proof of such disbursement.

## **1.6. BIDDERS SHALL INCLUDE THE FOLLOWING:**

- 1.4.4. Billing rates and disbursement rates shall be according to the fee structure herein.
- 1.4.5. In unique circumstances dependent on the nature of a particular Service, billing rates and disbursements rates shall be negotiated and agreed upon at the outset of a specific Service Request.
- 1.4.6. The Practice shall not charge the Municipality for travelling within Gauteng Province and waiting time.
- 1.4.7. The invoices submitted shall be in itemized form and clearly indicate the actual work done and the fee charges for each item.
- 1.4.8. The Practice may submit interim invoices to the Municipality at appropriate intervals during the course of each matter as appropriate and generally at the time when a particular phase of the matter has been completed.
- 1.4.9. In the event that the Municipality is successful in any litigation and costs are awarded to it, those costs shall be for the Municipality and may be applied in the Municipality's outlay in covering the Practice's costs
- 1.4.10. Whether or not your firm will receive any portion of the costs awarded to the Municipality in any matter will be at the sole discretion of the Municipality.
- 1.4.11. The Practice shall promptly advise the Municipality of any award of costs against it or in its favor in any matter.
- 1.4.12. The Municipality shall exercise its best endeavors to settle any invoices sent to it by the firm within 30 days of receipt of same. The firm will not be entitled to charge interest on any unpaid bills unless specifically agreed with the Municipality.
- 1.4.13. The Practice shall advise the Municipality of the most convenient mode of payment of the fees provided that if the preferred mode of payment entails any bank charges, those charges will be for the firm's account and the Municipality will have no liability to meet those charges.
- 1.4.14. In the event that the Municipality asks your firm to cease work in relation to any matter, the Practice will be entitled to payment of the reasonable fees up to the cessation of work on the matter and shall hand over the file to the Municipality; and
- 1.4.15. The fees shall be fixed until the term of the contract.
- 1.4.16. Financial stability (Fidelity fund certificate)
- 1.4.17. Ethical, Reputation and culture (Good standing)
- 1.4.18. Technical considerations /competence
- 1.4.19. Confidentiality and security of Mogale City Local Municipality information and data
- 1.4.20. Current customers

1.4.21. Overall organization, completeness, and quality of Bid,

1.4.22. Including cohesiveness, conciseness, and clarity of response.

### 1.5. TECHNICAL EVALUATION CRITERIA

- The below mentioned criteria regarding Functionality are required for responsiveness and therefore eligibility for the next stage of evaluation. This is done to determine the ability of each Bidder to successfully execute the contract according to specifications.
- If the Bidder fails to reach the minimum points stipulated for each criterion per indicated or marked discipline, the Bidder will be rejected for that particular discipline, even if the required minimum points are achieved.
- If any criterion is rated zero points (0) for any indicated or marked discipline (i.e. general litigation, labor matters, conveyance and land transactions, corporate transactions, legislative drafting), the Bid will be rejected for that particular discipline, even if the required minimum points are achieved.

#### 1<sup>ST</sup> STAGE OF FUNCTIONALITY EVALUATION

**NB: PLEASE NOTE THIS STAGE OF EVALUATION IS COMPULSORY FOR ALL BIDS AND FAILURE TO ACHIEVE THE MINIMUM SCORE SHALL LEAD TO THE BIDDER NOT BEING CONSIDERED FOR THE SECOND PHASE OF THE FUNCTIONALITY EVALUATION.**

#### 1.5.1. TECHNICAL EVALUATION CRITERIA FOR LAW FIRM

ITEM	CRITERIA	WEIGHT	MINIMUM SCORE
1.5.1.1.	<p><b>LAW FIRMS EXPERIENCE</b> and track record from Municipalities, Provincial, National and SOE's</p> <ul style="list-style-type: none"> <li>• Four (4) contactable reference letters = <b>15 points</b></li> <li>• Five (5) – Six (6) contactable reference letters = <b>20 points</b></li> <li>• Seven (7) and above contactable reference letters = <b>25 Points</b></li> </ul> <p><b>(NB: Non-attachment of contactable reference letters will lead to Zero (0) scoring of points)</b></p>	<b>25</b>	<b>15</b>
1.5.1.2.	<b>LAW FIRM TRACK RECORD</b>		
(a)	<p><b>DIRECTORS/PARTNERS EXPERIENCE</b> (Attach CV, Admission as a Legal Practitioner and Valid letter of good standing)</p> <ul style="list-style-type: none"> <li>• Five (5) -Ten (10) years' experience = <b>10 points</b></li> <li>• Eleven (11) and above years' experience = <b>15 points</b></li> </ul> <p><b>(NB: Non-attachment of CV, Admission as a Legal Practitioner And Valid letter of good standing will lead to Zero (0) scoring of points)</b></p>	<b>15</b>	<b>10</b>
(b)	<p><b>PRO-BONO</b> (work done by law Firms)</p> <ul style="list-style-type: none"> <li>• Commitment letter to do Pro-bono on companies' letterhead = <b>5 points</b></li> </ul>	<b>10</b>	<b>5</b>

	<ul style="list-style-type: none"> <li>Letter/certificate from legal practice council or from any government institution on Pro-Bono work done = <b>10 points</b></li> </ul> <p><b>(NB: Non-attachment of Commitment letter and/or Letter/certificate from legal practice council or from any government institution will lead to Zero (0) scoring of points)</b></p>		
(c)	<p><b>LEGAL PRACTICE REQUIREMENTS:</b></p> <p>The practice must have a minimum of at least Four (4) resources in their employ. Failure to comply with any of the requirements on resources will lead to zero.</p> <p>The Practice must include the following to score 20 functionality points: (20 points):</p> <ul style="list-style-type: none"> <li>Director /Senior Partner or Senior Associate with more than <b>10 years' experience</b></li> <li>A legal practitioner(x1) <b>5 years' experience</b> and above</li> <li>Administration/ support staff (x1) <b>1 years' experience and above</b></li> <li>Messenger/ messenger service (x1) valid driver's licence</li> </ul> <p><b>EVIDENCE:</b></p> <ul style="list-style-type: none"> <li><b>Admission certificate as a legal practitioner</b></li> <li><b>CVs of the administrative/ support staff and the messenger/ messengers' services.</b></li> <li><b>Drivers licence</b></li> </ul> <p><b>(NB: Failure to submit any of the above will result in the Bidder scoring zero (0) points for this criterion).</b></p>	<b>20</b>	<b>20</b>
	<b>TOTAL</b>	<b>70</b>	<b>50</b>



**2<sup>ND</sup> STAGE OF FUNCTIONALITY EVALUATION**

**NB: ONLY BIDS THAT HAS PASSED THE 1<sup>ST</sup> STAGE OF FUNCTIONALITY EVALUTION SHALL BE CONSIDERED FOR THIS STAGE**

**1.5.2.1. TECHNICAL EVALUATION CRITERIA FOR GENERAL LITIGATION**

ITEM	CRITERIA	WEIGHT	MINIMUM SCORE
a)	<p><b>Allocated PROJECT MANAGER with Detailed experience in GENERAL LITIGATION</b> (Attach CV, Admission as legal practitioner and Valid letter of good standing)</p> <ul style="list-style-type: none"> <li>• Four (4) – Eight (8) years’ experience = <b>15 points</b></li> <li>• Nine (9) and above years’ experience = <b>20 points</b></li> </ul> <p><b>(NB: Non-attachment of CV, Admission as a Legal Practitioner And Valid letter of good standing will lead to Zero (0) scoring of points)</b></p>	<b>20</b>	<b>15</b>
b)	<p><b>CASES attended to by the law firm of GENERAL LITIGATIONS</b> (Attach copies of the judgements of cases attended to by Law Firms)</p> <ul style="list-style-type: none"> <li>• Three (3) Cases attended on General Litigations = <b>5 points</b></li> <li>• Four (4) – Five (5) Cases attended on General Litigations = <b>8 points</b></li> <li>• Six (6) and above Cases attended on General Litigations = <b>10 points</b></li> </ul> <p><b>(NB: Non-attachment of copies of the judgements of cases attended to by Law Firms will lead to Zero (0) scoring of points)</b></p>	<b>10</b>	<b>5</b>
	<b>TOTAL</b>	<b>30</b>	<b>20</b>

### 1.5.2.3. TECHNICAL EVALUATION CRITERIA FOR LABOUR MATTERS

ITEM	CRITERIA	WEIGHT	MINIMUM SCORE
a)	<p><b>Allocated PROJECT MANAGER with Detailed experience in LABOUR MATTERS</b> (Attach CV, Admission as legal practitioner and Valid letter of good standing)</p> <ul style="list-style-type: none"> <li>• Four (4) – Eight (8) years’ experience = <b>15 points</b></li> <li>• Nine (9) and above years’ experience = <b>20 points</b></li> </ul> <p><b>(NB: Non-attachment of CV, Admission as a Legal Practitioner And Valid letter of good standing will lead to Zero (0) scoring of points)</b></p>	<b>20</b>	<b>15</b>
b)	<p><b>Law Firm Experience on Labour Matters</b> (Attach relevant copies of the Ruling or Awards or Judgement attended to by the law firms)</p> <ul style="list-style-type: none"> <li>• Three (3) Rulings or Awards or Judgements = <b>5 points</b></li> <li>• Four (4) – Five (5) Rulings or Awards or Judgements = <b>8 points</b></li> <li>• Six (6) and above Rulings or Awards or Judgements = <b>10 points</b></li> </ul> <p><b>(NB: Non-attachment of copies of Rulings or Awards or Judgements will lead to Zero (0) scoring of points)</b></p>	<b>10</b>	<b>5</b>
	<b>TOTAL</b>	<b>30</b>	<b>20</b>

#### 1.5.2.4. TECHNICAL EVALUATION CRITERIA FOR CONVEYANCING AND LAND TRANSACTIONS

ITEM	CRITERIA	WEIGHT	MINIMUM SCORE
a)	<p><b>Allocated PROJECT MANAGER (IN-HOUSE CONVEYANCER i.t.o S95 (1) and (4) of the legal practice act, 28 of 2014 as amended) with Detailed experience in CONVEYANCING AND LAND TRANSACTIONS</b> (Attach CV, registration certificate as a conveyancer and Valid letter of good standing)</p> <ul style="list-style-type: none"> <li>• Four (4) – Eight (8) years' experience = <b>15 points</b></li> <li>• Nine (9) and above years' experience = <b>20 points</b></li> </ul> <p><b>(NB: Non-attachment of CV, registration certificate as a conveyancer and Valid letter of good standing will lead to Zero (0) scoring of points)</b></p>	20	15
b)	<p><b>LAW FIRM experience on CONVEYANCING AND LAND TRANSACTIONS</b> (Attach valid copies of reference letters from banks, SOE and Government Institutions (Local, Provincial and National))</p> <ul style="list-style-type: none"> <li>• <b>Five (5)</b> Reference letters = <b>5 points</b></li> <li>• <b>Six (6) -Eight (8)</b> Reference letters = <b>10 points</b></li> <li>• <b>Nine (9)</b> Reference letters <b>and above = 20 points</b></li> </ul> <p><b>(NB: Reference letters MUST detail the relevant and completed or registered transactions. Failure to attach the required letters will lead to zero-point scoring)</b></p>	20	5
	<b>TOTAL</b>	<b>40</b>	<b>20</b>

### 1.5.2.5. EVALUATION CRITERIA FOR CORPORATE TRANSACTIONS AND INVESTIGATIONS

ITEM	CRITERIA	WEIGHT	MINIMUM SCORE
a)	<p><b>Allocated PROJECT MANAGER with experience in CORPORATE TRANSACTIONS AND INVESTIGATIONS</b></p> <p>Relevant Degree, Experience and registration with relevant professional forensic regulatory body.</p> <p><b>Attach CV detailing experience in corporate transactions or investigations and registration certificate with relevant professional forensic body.</b></p> <ul style="list-style-type: none"> <li>• Four (4) -Eight (8) years' experience = <b>15 points</b></li> <li>• Nine (9) and above years' experience = <b>20 points</b></li> </ul> <p><b>(NB: Non-attachment of copies of CV, Degree qualifications and registration with relevant professional forensic body will lead to Zero (0) scoring of points)</b></p>	20	15
b)	<p><b>LAW FIRMS experience in corporate TRANSACTIONS AND INVESTIGATIONS</b></p> <p>(Attach contactable reference letters detailing law firms experience in corporate transaction or/and investigations)</p> <ul style="list-style-type: none"> <li>• 3-4 Contactable Reference Letters = <b>10 points</b></li> <li>• 5-8 Contactable Reference Letters = <b>15 points</b></li> <li>• 9 and above Contactable Reference Letters = <b>20 points</b></li> </ul> <p><b>(NB: Non-attachment of Contactable Reference letters detailing law firms experience in corporate transaction or/and investigations will lead to zero-point scoring)</b></p>	20	10
	<b>TOTAL</b>	<b>40</b>	<b>25</b>

**1.5.2.6. TECHNICAL EVALUATION CRITERIA FOR LEGISLATIVE DRAFTING**

ITEM	CRITERIA	WEIGHT	MINIMUM SCORE
a)	<p><b>Allocated Project Manager with Detailed experience in LEGISLATIVE DRAFTING</b> (Attach CV detailing experience in Legislative Drafting, Admission as a Legal Practitioner and valid letter of good standing)</p> <ul style="list-style-type: none"> <li>• Six (6) – Ten (10) years’ experience in Legislative Drafting = <b>15 points</b></li> <li>• Eleven (11) and above years in Legislative Drafting = <b>20 points</b></li> </ul> <p><b>(Non-attachment of CV, Admission as a Legal Practitioner and valid letter of good standing will lead to Zero (0) scoring of points)</b></p>	<b>20</b>	<b>15</b>
b)	<p><b>LAW FIRM experience in LEGISLATIVE DRAFTING (Policies, By-Laws and or Acts)</b></p> <p>(Attach copies of reference letters from client detailing Legislation or By-Law or Policies or Acts drafted. Legislation Drafted/ Policies or By-laws attended by your law firm for Municipalities, Provincial, National or SOE’s)</p> <ul style="list-style-type: none"> <li>• Five (5) – Eight (8) contactable reference letters on Legislation Drafted or Policies or By-laws or Acts = <b>10 points</b></li> <li>• Nine (9) and above contactable reference letters on Legislation Drafted or Policies or By-laws or Acts = <b>15 points</b></li> </ul> <p><b>(NB: Non-Attachment of Contactable Reference letters detailing the relevant and completed legislation reviewed or drafted will lead to zero-point (0)scoring)</b></p>	<b>15</b>	<b>10</b>
	<b>TOTAL</b>	<b>35</b>	<b>25</b>

### 1.5.2.7. NOTARIAL TRANSACTIONS

ITEM	CRITERIA	WEIGHT	MINIMUM SCORE
(a)	<p><b>Allocated Project Manager with Detailed experience in NOTARY (IN-HOUSE NOTARY i.t.o S95 (1) and (4) of the legal practice act, 28 of 2014 as amended) (Attach CV, Admission as legal practitioner, registration as a notary, and Valid letter of good standing)</b></p> <ul style="list-style-type: none"> <li>• Three (3) to Five (5) years' experience = <b>10 points</b></li> <li>• Six (6) to Ten (10) years' experience = <b>15 points</b></li> <li>• Eleven (11) years and above experience = <b>20 points</b></li> </ul> <p><b>(NB: Non-attachment of CV, Admission as legal practitioner, registration as a notary and Valid letter of good standing will lead to Zero (0) scoring of points)</b></p>	20	10
(b)	<p><b>TRACK RECORD</b> of Law Firm experience as a <b>NOTARY</b> (Attach Contactable Reference letters on the client's letterhead, confirming successful completion of notary work)</p> <ul style="list-style-type: none"> <li>• Three (3) to Five (5) Contactable Reference letters = <b>5 points</b></li> <li>• Six (6) and above Contactable Reference Letters = <b>10 points</b></li> </ul> <p><b>(NB: Non-Attachment of Contactable Reference letters confirming successful completion of notary work will lead to zero (0) scoring)</b></p>	10	5
<b>TOTAL</b>		<b>30</b>	<b>15</b>

## **1.6. SPECIAL CONDITIONS**

- 1.6.1. Mogale City Local Municipality intends to appoint a maximum of eighteen (18) service providers for the panel
- 1.6.2. Mogale City Local Municipality will not provide reimbursement for any expenses incurred in connection with this Bid, including the costs of preparing the response, providing any additional information, and attending an interview.
- 1.6.3. All material submitted in response to this Bid will become the sole property of the Municipality. The Municipality expressly reserves the right to utilize any and/or all ideas submitted in the Bids received unless covered by legal or proprietary rights.
- 1.6.4. All Bids must be irrevocable for 120 days and signed by an authorized officer of the firm.
- 1.6.5. The successful Bidder must agree to provide Mogale City Local Municipality with audit access on request during the term of the contract.
- 1.6.6. Mogale City Local Municipality at any time, in its sole discretion, may terminate its contract with the selected firm(s), or postpone or delay all or any part of the contract, upon written notice to the selected firm(s).
- 1.6.7. Copies of valid practicing Certificates for the people that will be handling the Mogale City Local Municipality's work.
- 1.6.8. The Practice shall exercise all reasonable skills, care and diligence in discharging its obligations in terms of the agreement and shall comply with all Prevailing Legislation relating to the rendering of the Services.
- 1.6.9. The Services will be rendered in a timely manner as each request for services requires, and the Practice will use reasonable endeavors to adhere to the time limits agreed upon when instructions are furnished.
- 1.6.10. The Practice will be expected to respond to any issue raised by telephone or e-mail within 24 hours for urgent matters and to any issue raised in any letter or similar manner within (three) 3 working days on non-urgent matters.
- 1.6.11. Where no time limits are agreed to, the services will be rendered within a reasonable period and where necessary, in accordance with Prevailing legislation.
- 1.6.12. Failure to render Services within a reasonable time shall be regarded as non-performance and may lead to termination of the mandate.
- 1.6.13. The Firm shall not settle any claim or litigation by or against the Municipality without the necessary consultation with the Municipality, which authorization shall be made in writing.
- 1.6.14. The term of appointment to the panel of external legal Practitioners will be a period of three (3) years and reviewable after one (1) year. The Municipality may, in its sole discretion, terminate the appointment at any time during that term.
- 1.6.15. All allocated matters must be attended by one resource within the law firm and only the resource will be allowed to a fee expect where such a law request in writing to deviate and the municipality as consented to such in writing.

- 1.6.16. No travelling and subsistence costs will be allowed except where such travelling and/or subsistence is necessary and outside the jurisdiction of Gauteng Province.
- 1.6.17. The Bidders are expected to submit duly signed and dated reference letters.
- 1.6.18. The Following is a list of the information to be provided by the Bidder for the legal services sought. A Bid that does not include the information required below may be deemed non-responsive and subject to rejection.
- 1.6.19. In setting forth its qualifications, each Practice shall provide concise but adequate details of the information sought out below.
- 1.6.20. Legal Practice should be in the capacity to handle the volume of work that the Municipality may instruct them on at any relevant point in time. It is therefore crucial not to appoint one-person practices in areas of specialty involving large volumes of work as their (in) capacity may prejudice the Municipality's services objectives.
- 1.6.21. Only Practices which are registered with the Legal Practice Council will be considered and/or appointed. Practices should attach proof of registration.
- 1.6.22. Description of the management and personnel structure of the firm detailing the number and identity of partners, associates, assistants and law clerks.
- 1.6.23. Describe the legal services which your firm could provide to the Municipality.
- 1.6.24. Legal Practices must have suitable affirmative action and employment equity plans. The provisions of Local Government Municipal Systems Act and other Prevailing legislations on gender representation should also be adhered to in his process.
- 1.6.25. State the names of the partners and associates who would be assigned to the Municipality's account in each category, describe the expected services to be provided by each, provide their resumes including a brief summary of any notable cases, transactions, issues and/or matters handled by them which you feel demonstrate the nature and extent of their expertise. Describe their anticipated commitments to other clients during the next 12 months.
- 1.6.26. Describe your firm's experience in relation to the services to be provided in response to this Bid, including a brief summary of any notable cases, transactions, issues and/or matters handled by your firm which you feel demonstrate the nature and extent of your firm's expertise and reputation.
- 1.6.27. Legal Practices seeking to provide corporate services should specifically provide descriptions of the firm's involvement, if any, with the following: any Municipality or Government institution in the past five years, including acquisitions, sales and joint ventures that are relevant to this BID.
- 1.6.28. Identify the nature of any potential conflict of interest your firm might have in providing services to the Municipality.
- 1.6.29. Discuss fully any conflicts of interest, actual or potential, which might arise in connection with your firm's involvement with the Municipality. If your Legal Practices believes that a conflict of interest might arise, please describe how such conflict would be resolved.



- 1.6.30. Each Legal Practices must certify in writing that its representative of the Municipality will not create any conflict of interest involving that Legal Practices.
- 1.6.31. Identify any past, pending or threatened litigation or proceedings to which you or any of your partners are or were a party and which may affect your reputation and/ or could either materially impair your ability to perform the services envisaged herein and for which this BID was issued, or will and/ or might materially affect the financial condition of your Legal Practices.

## **1.7. TRANSITIONAL MATTERS**

- 1.7.1. All data or information collected by the appointed service providers will remain the property of MCLM.
- 1.7.2. Transitional matters – Three months before the end of the contract, the Service Provider/s will return all files back to the Council, at the cost of the Service Provider, except those files which the MCLM and the Service Provider agrees that have progressed sufficiently or are defended matters and where the process of litigation has already commenced.
- 1.7.3. If at any time for the duration of this contract a Legal Practitioner within the employ of the Bidder is removed from the roll of Legal Practitioners, the appointment of such a Legal Practitioner will also be terminated and all instructions held by that Legal Practitioner will be cancelled and recalled. The Legal Practitioner must be replaced by a similar qualified Legal Practitioner to the satisfaction of MCLM.
- 1.7.4. No work given to the successful Bidder may be outsourced.
- 1.7.5. Successful Service providers must provide annually, a Fidelity Fund Certificate. Such proof must be submitted before 1 June of each calendar year. Certified copies will be accepted. Failure to submit the required proof timeously (on 1 June) may result in the recalling of any instruction already give to such a Legal Practitioner in the absolute and sole discretion of the Municipality.
- 1.7.6. Proof of Letter of Good Standing from the Legal Practice Council must be submitted annually, such proof must be submitted before 1 April of each calendar year.

## BID CHECKLIST

This list is aimed at assisting all bidders to submit complete quotation documents.

Bidders are to check the following points before the submission of their quotation document and to complete YES/NO next to each item as an indication that the bidder has complied with the provision of the item concerned.

ITEM	DESCRIPTION	YES	NO
1.	Bidder must attach the Central Supplier Database (CSD) registration report.		
2.	Copies of ID's for company/entity directors		
3.	The bidding entity and its director(s) must submit Municipal Rates and Taxes account which is not older than three (3) months / ninety (90) days in arrears at the time of the closing date.		
4.	If the bidding entity and its director(s) does not have a Municipal Rates and Taxes account, it must submit a Municipal Service Charges Statement (water statement or electricity statement or refuse removal statement or sewerage statement).		
5.	If the bidding entity and its director(s) does not own a property it must submit a valid lease agreement which has the address of the business or Rental Statement which is in the name of the business.		
6.	If the Bidding Entity and its director(s) operates from Informal settlement and does not have a Municipal Rates Account, <ul style="list-style-type: none"> <li>• the bidder must submit Confirmation on Municipality / Metro letterhead signed and stamped by the ward Councillor / delegate with contact details and not older than three (3) months.</li> <li>• An original letter from a tribal authority not older than three (3) months indicating that the business is operating on tribal land.</li> </ul>		
7.	If the bidding entity and its director(s) operates from parents' place or any other place and is not responsible for Municipal account / Services. <ul style="list-style-type: none"> <li>• The bidding entity must submit an original Sworn Affidavit by the property owner.</li> </ul>		
8.	If the bidding entity and its director(s) is in the process of acquiring new property, which property has not yet been transferred to its name, a letter from the conveyancing attorney(s) must be submitted.		
9.	If the bidding entity and its director(s) submit a Municipal Account which is in the name of the Trust Account, and original Sworn Affidavit from the Trustees must be furnished explaining that factor.		

10.	If the bidding entity's director(s) submit a Municipal Account in the name of the other spouse, an original Sworn Affidavit explaining the fact must be submitted.		
11.	All pages of the bid document have been read by the bidder and the returnable schedules and MBD 's forms duly completed and signed. e.g. MBD1, MBD 4 , MBD 6.1, MBD 8 AND MBD 9.		
12.	All pages requiring information have been completed in full and in black ink.		
13.	Bids must be submitted in original document.		
14.	No pages removed from the quotation document		
15.	A copy of the resolution of your Board of Directors, similar to the attached specimen, authorizing the signatory to sign the quotation and the subsequent contracts, has been attached and signed.		
16.	Joint Venture (JV) agreement has been attached and signed (if applicable)		
17.	Pricing Schedule must be completed and signed		
18.	In case of any amendments made, must be initialled in each alteration by the authorized signatory?  Please note that the use of tipp-ex will lead to immediate disqualification.		
19.	Please declare any interest as required in terms of MBD - 4 truthfully and correctly as incorrect declarations are considered a criminal offence. <ul style="list-style-type: none"> <li>▪ Personal Tax Numbers included</li> <li>▪ State Employee Number / Persal Number</li> <li>▪ Identity number</li> <li>▪ Name</li> </ul>		
20.	Please take note of the functionality evaluation criteria that will be applied to your submission in order to ensure that your company has the necessary capacity and capability to successfully execute this tender, if appointed.  Ensure that sufficient information is included in your submission to ensure successful evaluation of your bid.		

**PLEASE NOTE:**

- **No contract will be awarded to a service provider, if the service provider or its directors are in arrears with their municipal accounts for more than three (3) months.**
- **In case of a Joint Venture, please note that individual documents have to be submitted for all parties in the JV, such as CSD, municipal accounts, etc.**
- **No communication with Mogale City Municipal officials is allowed after the closing date of the quotation.**
- **The only authorized form of communication will be through the Supply Chain Management Office email address at [SCMEnquiries@mogalecity.gov.za](mailto:SCMEnquiries@mogalecity.gov.za)**