

TENDER DOCUMENT



Project Name	Project Number
ACQUISITION OF SIX (06) LEGAL FIRMS TO APPEAR ON MUNICIPALITY'S PANEL OF ATTORNEYS FOR THREE (3) YEARS	MLM/MM/01\2022\2023

Contact : Mr N.J Moleele
Tel : (015) 501 2320 Fax : (015) 501 2300

COMPANY
NAME

SUMMARY OF COSTS CHARGED:

CATEGORY	TOTAL FEES		
	YEAR 1	YEAR 2	YEAR 3
MAGISTRATE COURT			
REGIONAL COURT			
HIGH COURTS			
NON-LITIGIOUS MATTERS			
	GRAND TOTAL (Kindly add the total costs including VAT and disbursement for Magistrate, regional, high courts and non-litigious matters)		

CONTACT PERSON _____

CONTACT NUMBER _____

FAX NUMBER _____

VERY IMPORTANT NOTICE ON DISQUALIFICATIONS:

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

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

1. FULL DESCRIPTION OF THE TENDER

- 1.1 Molemole Local municipality would like to appoint Six [6] competent service providers registered on the national Central Supplier Database and who are in good standing with the law society, to appear on municipality's panel of attorneys.
- 1.2 The Municipality will enter into a service level agreement with each of the appointed panel members to clarify terms and conditions for the duration of the project .

2. Rules for Bidding

- 2.1. The municipality is not bound to accept any of the proposals submitted and reserves the right to call for presentations from short-listed bidders before final selection.
- 2.2. The municipality reserves the right to terminate any assignment given to the appointment law firm due to unsatisfactory performance or failure to attend matters promptly
- 2.3. The bidding entity shall be the same entity that will execute the bid. Any bid found to be fronting for another entity or entities shall be disqualified immediately.
- 2.4. All Bidders submitting bids as part of a consortium or joint venture must submit valid original tax clearance certificates.
- 2.5. Bidders may ask for clarification on these bid documents or any part thereof up to close of business week before the deadline for the submission of the bids.
- 2.6. The municipality reserves the right to return bids submitted late unopened.
- 2.7. Bidders may not contact the municipality on any matter pertaining to their bid from the time when the bids are submitted to the time the contract is awarded. Any effort by a bidder to influence bid evaluation, bid comparisons or bid award decisions in any manner, may result in rejection of the bid concerned.
- 2.8. Bidders must have existing infrastructure and resources to be able to provide the service
- 2.9. Should the contract between the municipality and the service provider be terminated by either party due to any reason(s), the service provider will be remunerated for the appropriate portion of services completed up to the date on which the contract was terminated .
- 2.10. The Bid document must be properly signed by a party having the authority to do so.
- 2.11. Bidders will be disqualified if any:-

- 2.11.1. bidder who during the last five years has failed to perform satisfactorily on a previous contract with the municipality, municipal entity or any other organ of state after a reasonable written notice was given to that bidder that performance was unsatisfactory or appears on the register / database of defaulters.
- 2.11.2. They are bankrupt or being wound up, are having their affairs administered by the courts,
- 2.11.3. Have entered into an arrangement with creditors, have suspended business activities, are the subject of proceedings concerning those matters, or are in any analogous situation arising from a similar procedure provided for in national legislation or regulations;
- 2.11.4. Are guilty of misrepresentation in supplying the information required in the document as a condition of participation in the procurement procedure or fail to supply this information;
- 2.12.** The Accounting Officer must ensure that irrespective of the procurement process followed, no award may be given to a person –
 - 2.12.1. Who is in the service of the state, or;
 - 2.12.2. If that person is not a natural person, of which any director, manager, principal shareholder or stakeholder, is a person in the service of the state; or;
 - 2.12.3. Who is an advisor or consultant contracted with the municipality in respect of contract that would cause a conflict of interest?
- 2.13.** Bid offers will be rejected if the bidder or any of his/ her directors is listed on the Register of Bid Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector and all bids would be subjected to vetting.
- 2.14.** Failure by the bidder to disclose with the bid submission any form of conflict of interest including disclosure on a person(s) who is in the service of the state or any immediate blood relation in service of the state will lead to disqualification.
- 2.15.** Bids received by telegram, fax or e-mail will not be considered. Late bids shall neither be accepted nor considered.
- 2.16.** The municipality is not liable for any documents delivered via courier companies and by post. No official is going to sign the receipt of the tender documents.
- 2.17.** Tender documents must be submitted in a sealed envelope clearly marked with the project name and number.
- 2.18.** Fully completed and signed tender documents must be deposited into the tender box



ACQUISITION OF SIX LEGAL FIRMS TO APPEAR ON MUNICIPALITY’S PANEL OF ATTORNEYS FOR THREE (3) YEARS

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T1.1 BID NOTICE AND INVITATION TO BID

Molemole Local municipality would like to appoint Six (6) competent service providers registered on the national Central Supplier Database and who are in in good standing with the law society, to appear on municipality's panel of attorneys for a period of three (3) years.

The municipality will enter into a thirty six (36) months Service Level Agreement with the appointed service provider to clarify terms and conditions for the duration of the project.

Completed tender documents, fully priced and signed with all the necessary documents attached, must be sealed in an envelope marked "TENDER" Description of Project / Project Number" as mentioned above. The closing date for submission of Tender bids is **09 June 2022 @11h00am**.

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

Enquiries related to this tender should be addressed to Mr. N.J Moleele at (015) 501 (015) 501 2320 during working hours.

Municipal Address

**MR. K.E MAKGATHO
MUNICIPAL MANAGER
MOLEMOLE MUNICIPALITY
PRIVATE BAG X44
MOGWADI
0715**

T1.2 BID DATA

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

Clause number	Data
F.1.1 ACTIONS	The Employer is: The Municipal Manager MOLEMOLE Local Municipality 303 Church Street MOGWADI 0715
F.1.4 COMMUNICATION AND EMPLOYER'S AGENT	The Employer's Agent is: Name: Mr.N.J Moleele Address: 303 Church Street Mogwadi 0715 Tel: 015 501 0243/4
F.2.1 ELIGIBILITY	Companies that fit all the requirements of this bid as specified.
F.2.12 ALTERNATIVE TENDER OFFERS	<i>No alternative bid is to be accepted!</i>
F.2.13.2 SUBMITTING A TENDER OFFER	The <u>whole original</u> bid document, as issued by the Municipality , shall be submitted. No copies will be accepted. Bids may only be submitted on the Bid documentation issued by the municipality
F.2.14 CLOSING DATE & TIME	DATE: 09 June 2022 TIME : 11h00am It is the responsibility of the tenderer to ensure that their tender is complete and reaches the correct address by the designated deadline. Late, faxed or e-mailed tenders will not be considered.
F.2.15 TENDER OFFER VALIDITY	1. The employer will have up to 90 days (working days) from the closing date within which to consider submitted bids. 2. The successful bidder will have up to 14 days to respond to the service offer.

Clause number	Data
<p>F.1.10 CERTIFICATES AND ATTACHMENTS</p>	<p>The bid document shall be submitted as a whole and shall not be submitted in parts.</p> <ol style="list-style-type: none"> a. The recent up to date central supplier database [CSD registration report detailing all the compliance requirements Last verified between the advert date and the closing date . b. Valid Tax compliance status pin c. Copy of the statement of Municipal rates and taxes for the company or its directors [Not in arrears for more than three months before the closing date] if renting a lease agreement and owner's proof of Municipal rates must be submitted [not in arrears for more than three months before the closing date] . If the bidder is operating where municipal rates are not applicable , a proof of residence from the traditional authority must be submitted [Not older than three months before the closing date . d. Certified copy of the Legal Practice Fidelity Fund Certificate e. Letter of Good Standing from the Legal Practice Council of the Company director and all members . f. Certified copy of admissions certificates of the Directors and associates. g. Joint venture/consortium agreements (if applicable); <p>Submit the above documents (a to f) for each company if bidding as a joint venture</p>
<p>F.1.11 OPENING OF BID SUBMISSIONS</p>	<p>The time and location for opening of the bid offers Immediately after the closing time 09 June 2022 Location: MOLEMOLE Local Municipality- Old Municipal Building Church street Mogwadi 0715</p> <p>Any bid received after the deadline for submission of bids prescribed, will be rejected and/or returned unopened to the Bidder.</p>
<p>F.1.12 TWO-ENVELOPE SYSTEM</p>	<p>A two-envelope procedure will not be followed.</p>
<p>F.1.12 ARITHMETICAL ERRORS</p>	<ol style="list-style-type: none"> a) Where there is a discrepancy between the amounts in figures and in words, the amount in figures shall govern. b) If bills of quantities (or schedule of quantities or schedule of rates) apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, <u>the rate shall govern and the line item total shall be corrected.</u> c) Where there is an error in the total of the prices either as a result of corrections required by this checking process or in the tenderer's addition of

Clause number	Data
	<p>prices, the total of the prices shall be adjusted to reflect the arithmetically correct summation of corrected line item totals.</p> <p>Consider the rejection of a tender offer if the tenderer does not accept the correction of the arithmetical errors in the manner described above.</p>
<p>F.1.14 ACCEPTANCE OF BID OFFER</p>	<p>Bids containing any one or more of the errors or omissions, or bids not having complied with any one of the required bid conditions as detailed in this bid document, shall not be considered and shall automatically be rejected.</p>
<p>F.1.15 PROVIDE COPIES OF THE CONTRACTS</p>	<p>The number of paper copies of the signed contract to be provided by Molemole Municipality is one.</p>
<p>ADDITIONAL CONDITIONS APPLICABLE TO THIS BID</p>	<p>The additional conditions of bid are:</p> <ol style="list-style-type: none"> 1 The Employer may also request that the bidder provide written evidence on the adequacy of financial, labour and other resources for carrying out the contract. 2 The Employer reserves the right to appoint a firm of chartered accountants and auditors and/or execute any other financial investigations on the financial resources of any bidder. The bidder shall provide all reasonable assistance in such investigations. 3 The bidder shall be required to complete the Form of Offer and Acceptance (C1.1) and Bills of Quantity. 4 The bid document shall be submitted as a whole and shall not be submitted in parts. 5 List of returnable documents (PART T2) must be completed in full. (i.e.: A bidder's company profile will not be used by the MLM to complete PART T2 on behalf of the bidder)

F.1 Standard Conditions of the Bid

F.1.1 Actions

The employer and each tenderer submitting a tender offer shall comply with these conditions of tender. In their dealings with each other, they shall discharge their duties and obligations as set out in F.2 and F.3, timeously and with integrity, and behave equitably, honestly with openness and transparency.

F.1.2 Tender Documents

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

F.1.3 Interpretation

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

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

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

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

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

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

F.1.4 Communication and employer's agent

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

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

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

F.1.5.2 The employer may not, subsequent to the cancellation or abandonment of a tender process or the rejection of all responsive tender offers re-issue a tender covering substantially the same scope of work within a period of three months.

F.2 Tenderer's obligations

F.2.1 Eligibility

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

F.2.2 Cost of tendering

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

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

F.2.3 Check documents

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

F.2.4 Confidentiality and copyright of documents

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

The distribution of the tender documents is for the sole purpose of obtaining offers. The distribution does not grant permission or licence to use the documents for any other purpose. Tenderers are required to treat the details of all documents supplied in connection with the tender process as private and confidential. All responses to this invitation to tender will be treated in confidence and no information contained therein will be communicated to any third party without the written permission of the tenderer except in so far as is specifically required for the consideration and evaluation of the response or as may be required under law.

F.2.5 Reference documents

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

F.2.6 Acknowledge addenda

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

F.2.7 Clarification meeting

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

F.2.8 Seek clarification

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

F.2.9 Insurance

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

F.2.10 Pricing the tender offer

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

F.2.1

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

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

F.2.11 Alterations to documents

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

F.2.12 Alternative tender offers

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

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

F.2.13 Submitting a tender offer

F.2.13.1 Submit a tender offer to provide the whole of the works, services or supply identified in the contract data and described in the scope of works, unless stated otherwise in the tender data.

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

F.2.13.3 Submit the parts of the tender offer communicated on paper as an original plus the number of copies stated in the tender data, with an English translation of any documentation in a language other than English.

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

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

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

F.2.13.7 Accept that the employer will not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.

F.2.14 Information and data to be completed in all respects

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

F.2.15 Closing Time

F.2.15.1 Ensure that the employer receives the tender offer at the address specified in the tender data not later than the closing time stated in the tender data. Proof of posting shall not be accepted as proof of delivery. The employer shall not accept tender offers submitted by telegraph, facsimile or e-mail.

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

F.2.16 Tender Offer Validity

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

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

F.2.17 Clarification of tender offer after submission

Provide clarification of a tender offer in response to a request to do so from the employer during the evaluation of tender offers. This may include providing a breakdown of rates or prices and correction of arithmetical errors by the adjustment of certain rates or item prices (Or both).

No change in the competitive position of tenderers or substance of the tender offer is sought, offered, or permitted.

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

F.2.18 Provide other material

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

F.2.19 Inspections, tests and analysis

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

F.2.20 Submit securities, bonds, policies, etc.

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

F.2.21 Check final draft

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

F.2.22 Return of other tender documents

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

F.2.23 Certificates

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

F.3 The employer's undertakings

F.3.1 Respond to clarification

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

F.3.2 Issue Addenda

If necessary, issue addenda that may amend or amplify the tender documents to each tenderer during the period from the date that tender documents are available until seven (7) days before the tender closing time stated in the Tender Data. If, as a result a tenderer applies for an extension to the closing time stated in the Tender Data, the Employer may grant such extension and, shall then notify all tenderers who drew documents.

F.3.3 Return late tender offers

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

F.3.4 Opening of tender submissions

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

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

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

F.3.5 Two-envelope system

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

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

F.3.6 Non-disclosure

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

F.3.7 Grounds for rejection and disqualification

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

F.3.9 Arithmetical errors

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

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

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

F.3.10 Clarification of a tender offer

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

F.3.11

EVALUATION METHODOLOGY

- 3.12 out of a possible maximum of 100 will be calculated using various formulae to calculate price as well as for preferential procurement.

F.3.13 Insurance provided by the employer

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

F.3.14 Acceptance of tender offer

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

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

F.3.15 Notice to unsuccessful tenderers

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

F.3.16 Municipality's right to accept or reject any or all Bids

The municipality reserves the right to:

- Accept or reject any bid;
- Annul the tender process and reject all bids at any time prior to contract award;
- Award the contract to one or more bidders; without thereby incurring any liability to the affected Bidder or bidders.
- Accept one or more bids submissions.
- Reject all bids submitted.
- Request further information from any bidder after the closing date.
- Cancel this bid or any part thereof any time, or
- Award this bid or any part thereof to any one or more bidders.
- Vary the site or number of sites and/or guards due to operational or budgetary requirements.

F.3.17. Prepare contract documents

Revise documents that shall form part of the contract and that were issued by the employer as part of the tender documents to take account of:

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

F.3.18 Issue final contract

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

F.3.19 Provide copies of the contracts

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

3. List of attachments required for Evaluation Purposes

- a) The recent up to date central supplier database [CSD registration report detailing all the compliance requirements Last verified between the advert date and the closing date .
- b) Valid Tax compliance status pin
- c) Copy of the statement of Municipal rates and taxes for the company or its directors [Not in arrears for more than three months before the closing date] if renting a lease agreement and owner's proof of Municipal rates must be submitted [not in arrears for more than three months before the closing date] . If the bidder is operating where municipal rates are not applicable , a proof of residence from the traditional authority must be submitted [Not older than three months before the closing date .
- d) Certified copy of the Legal Practice Fidelity Fund Certificate
- e) Letter of Good Standing from the Legal Practice Council of the Company director and all members .
- f) Certified copy of admissions certificates of the Directors and associates.
- g) Joint venture/consortium agreements (if applicable);
- h) Submit the above documents (**a to f**) for each company if bidding as a joint venture;

N.B Failure to submit the requested documents [A to G] of the above will result in a disqualification of the bidder from further evaluation.

4. EVALUATION METHODOLOGY

4.1 Bids will be evaluated and adjudicated in terms of the following two stages:

Stage 1: Evaluation on functionality

Under functionality, Bidders must achieve a minimum of 80% of total functionality score (quality) in order to be considered for further evaluation in stage 2 (Evaluation on Price and BBEE). Bidders that score less than 80% of the total functionality score will be disqualified from further evaluation on Price and BBEE.

- **Guidelines for Evaluation using the Weighting method**
 - a. Score sheets will be prepared and provided to panel members to evaluate the bids.
 - b. The score sheet should contain all the criteria and the weight for each criterion as well as the values to be applied for evaluation as indicated in the bid documents.
 - c. Each panel member should after thorough evaluation independently award his / her own value to each individual criterion.
 - d. Score sheets should be signed by panel members and if necessary, written motivation may be requested from panel members where vast discrepancies in the values awarded for each criterion exist.
 - e. If the minimum qualifying score for functionality is indicated as a percentage in the bid documents, the percentage scored for functionality may be calculated as follows:
 - f. The value awarded for each criterion should be multiplied by the weight for the relevant criterion to obtain the score for the various criteria;
 - g. The scores for each criterion should be added to obtain the total score; and
 - h. The following formula should be used to convert the total score to percentage for functionality:

$$Ps = (So/Ms) \times 100$$

Where:

Ps = percentage scored for functionality by bid under consideration

So = total score of bid under consideration

Ms = maximum possible score [the highest score by any bidder]

Criteria	Weight	Applicable values
COMPANY EXPERIENCE: PAST AND CURRENT PROJECTS	40	
Traceable experience in Legal investigations , Labour Law , Commercial Contracts , Civil Litigation and applicable legislation within the context of Municipal environment <ul style="list-style-type: none"> ▪ Attach 5 appointment Letters and Confirmatory/Reference letters from clients on the Provision of Legal Services in public and Private Sector with contactable references. 		
PERSONNEL CAPACITY	15	
1x Admitted Attorney [Director] A minimum experience of three (03) years in various field of the law, Legal investigation, Commercial Contracts, Civil Litigation and litigation experience in Public or Private sector, Attach CV and certified copies of qualification: Degree in LLB or B Proc		
	15	
Professional assistant A minimum experience of two (02) years in Legal investigation , Labour Law , Commercial Contract, Civil litigation and legislation applicable within a Municipal environment or Litigation experience in Public or Private Sector Attach CV and certified copies of qualification: Degree in LLB or B Proc		Poor = 1 Average = 2 Good = 3
	10	Very good = 4 Excellent = 5
Candidate Attorney A minimum experience of one year in Legal investigations, Labour Law. Commercial Contracts, Civil Litigations and Municipal Legislation. Attach CV and certified copies of qualification: Degree in LLB or B Proc		
IMPLEMENTATION METHODOLOGY	10	
Legal Support Staff - A minimum of two years minimum experience in office admin. Attach CV and certified copies of qualification: National Diploma in Secretariat , Office Administration , Para Legal Course and must be Computer Literate in MS Office packages (Word , Excel and PowerPoint)		
METHODOLOGY	10	
A Detailed plan for the implementation of the entire project will be required which will outline key Milestones , time frames and deliverables		
TOTAL POINTS	100	

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

a) Financial offer and evaluation on price points

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

b) Price formula

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

Where-

P_s = Points scored for price of tender under consideration;

P_t = Price of tender under consideration; and

P_{\min} = Price of lowest acceptable tender.

c) Scoring for BBBEE

- Bids will be evaluated in accordance with the prescripts of the Preferential Procurement Policy Framework Act (PPPFA) and the associated Preferential Procurement Regulations of 2017, which stipulate a 80/20 preference point system for acquisition of goods or services for Rand value equal to or above R30 000 and up to R50 million
- Bidders must attach certified copies of BBBEE to claim BBBEE points. Failure to attach the valid BBBEE points shall not disqualify the Bidder from further evaluation; but only points will be forfeited.

B-BBEE Status Level of Contributor Number of points (80/20 system)

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



PART T2 LIST OF RETURNABLE DOCUMENTS

The bidder must complete the following returnable documents.

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

NOTE:

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

T2.1 RETURNABLE SCHEDULES REQUIRED FOR BID EVALUATION PURPOSES

CONTENTS

FORM 2.1.1: SIZE OF ENTERPRISE AND CURRENT WORKLOAD

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

FORM 2.1.3: SCHEDULE OF PREVIOUS WORK CARRIED OUT BY BIDDER

FORM 2.1.5: FINANCIAL REFERENCES

FORM 2.1.6: DETAILS OF ALTERNATIVE BIDS SUBMITTED

FORM 2.1.7: AMENDMENTS & QUALIFICATIONS BY BIDDER

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

FORM 2.1.1 SIZE OF ENTERPRISE AND CURRENT WORKLOAD

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

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

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

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

PLEASE ATTACHED A CERTIFIED COPY OF THE CERTIFICATE

FORM 2.1.3 SCHEDULE OF PREVIOUS WORK CARRIED OUT BY BIDDER
[N.B. COMPULSORY:]

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

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

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

FORM 2.1.4 **SCHEDULE OF PROPOSED SUB-CONTRACTORS**
[IF NOT WRITE N/A ACROSS THE TABLE]

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

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

FORM 2.1.5 FINANCIAL REFERENCES

DETAILS OF BIDDING ENTITY'S BANK

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

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

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

FORM 2.1.6 DETAILS OF ALTERNATIVE BIDS SUBMITTED
[WRITE N/A ACROSS THE TABLE IF NOT APPLICABLE]

See condition of bid.

DESCRIPTION

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

See condition of bid

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

PAGE	DESCRIPTION



T2.2 OTHER DOCUMENTS REQUIRED FOR BID EVALUATION PURPOSES

CONTENTS

FORM 2.2.1 DECLARATION

FORM 2.2.2 DECLARATION OF INTEREST

FORM 2.2.3 MBD 9

FORM 2.2.1 DECLARATION:

I/ We, the undersigned:

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

[PLEASE SIGN ON BEHALF OF THE BIDDER]

Signed at _____ on this _____ day of _____ 20_____

Authorised Signature: _____

Name of Bidding Entity: _____

Date: _____

As witness: _____

FORM 2.2.2 DECLARATION OF INTEREST

1. **No bid will be accepted from persons in the service of the state including in instances of non-directors of the entity and also those who may be sub-contracting.**
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority and/or take an oath declaring his/her interest.
- 3 In order to give effect to the above, the following questionnaire must be completed with honesty and submitted with the bid.

Full Name: _____

Identity Number: _____

Tax Number: _____

VAT Number: _____

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

* SCM Regulations: "in the service of the state" means to be –

(a) a member of –

- (i) any municipal Council;
- (ii) any provincial legislature; or
- (iii) the national Assembly or the national Council of provinces;

(b) a member of the board of directors of any municipal entity;

(c) an official of any municipality or municipal entity;

If yes, furnish particulars _____

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

If yes, furnish particulars _____

3.3 Do you have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid?

YES / NO _____

If yes, furnish particulars _____

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

If yes, furnish particulars _____

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

If yes, furnish particulars _____

I, THE UNDERSIGNED (NAME) _____

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

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

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

Signature

Date

Position

Company Name

- _____
- (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.

FORM 2.2.3 CERTIFICATE OF INDEPENDENT BID DETERMINATION

- a) This Municipal Bidding Document (MBD) must form part of all bids¹ invited.
- b) Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).²
- c) Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
 - i. Disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
 - ii. Cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
- d) This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- e) In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Institution)

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

I certify, on behalf of

(Name of Bidder)

that:

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

- a) prices;
 - b) geographical area where product or service will be rendered (market allocation)
 - c) methods, factors or formulas used to calculate prices;
 - d) the intention or decision to submit or not to submit, a bid;
 - e) the submission of a bid which does not meet the specifications and conditions of the bid; or bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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

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

[PLEASE SIGN BELOW ON BEHALF OF THE BIDDER]

Signature

Date

Position

Name of Bidder



T.3 RETURNABLE SCHEDULES THAT WILL BE INCORPORATED IN THE CONTRACT

CONTENTS

FORM 2.3.1 RECORD OF ADDENDA TO BID DOCUMENTS

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

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

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

Attach additional pages if more space is required.

[PLEASE SIGN BELOW FOR THE BIDDING COMPANY]

Signature of Authorized person: _____ Date: _____

Name of authorized person: _____ Position: _____

PART T3: TENDER SPECIFICATIONS

3.1 Delivery of services address :

1. PURPOSE

The six (6) appointed Service Providers are expected to be on the panel of attorneys for the Municipality and provide a quality and professional legal service whenever requested.

2. Work Description [Scope of Work]

Firms of attorneys will be required to be capacitated enough to render services to Molemole Local Municipality on the following key areas of law:

- a. Conducting Legal investigation on behalf of the Municipality , Defending the Municipality at the Labour Court or any tribunal associated with legal Matters – Conducting any other investigation in relation to the violation of Municipal by laws and Policies depending on the Merits and the Demerits of the case
- b. Conducting any other enquiry with the Municipal Officials regarding the investigations
- c. Compiling of Legal investigation report to the Municipality and making the necessary recommendations to Council for consideration and approval .
- d. Civil litigation and collection

3. GENERAL LEGAL ADVISORY SERVICES

- a) Drafting of Legal opinions and Making the necessary recommendations to the Municipality.
- b) Attending to draft matters of Conveyancing and notary related work on behalf of the Municipality
- c) Attending to deal with matters that relates to the traditional Authorities with reference to tribal matters of traditional leaders who falls within the area of jurisdiction of the Municipality .
- d) Defending Civil actions on behalf of the municipality before any forum inclusive of both administrative and Courts of Law
- e) Instituting and defending Legal Action on behalf of the Municipality.
- f) Attending to contract management
- g) Attending to Policy development and by laws

4. CONDITIONS OF TENDER

Appointment of Panel

- a. Only legal practices / firms established in accordance with the provisions of the Attorneys Act, 1979 (Act No. 53 of 1979 as amended) will be considered for this tender. A three year contract will be signed with each member appointed to the panel.
- b. The firms of Attorneys will be required to sign confidentiality and indemnity agreement with Molemole Local Municipality.
- c. The cost of every assignment will be in accordance with the contract of the relevant panel members and a letter of appointment will be issued for each assignment awarded.
- d. Panel members are not guaranteed any work under this tender proposal.
- e. The basis of engaging firms of attorneys will be on assignment basis.
- f. Molemole Local Municipality reserves the right to interview panel members that are short listed for specific assignments.
- g. Molemole Local Municipality may, at its sole discretion award an assignment or any part thereof to more than one panel member.
- h. Molemole Local Municipality may at its own discretion vary an instruction to include more work.
- i. The firms of attorneys may not cede or assign any part of its agreement with Molemole Local Municipality nor Sub-contract any part of the work assigned to them without the prior written authorization of the Municipality.
- j. The contract period for appearing on the database for panel of attorneys is three (3) years. Attorneys shall complete the matters which have been assigned to them prior to the expiration of contract unless the instruction is withdrawn.
- k. The firms of attorneys must declare any interest they have in an assignment as well as declare any possible conflict of interest with Molemole Local Municipality in the pursuance of the proposed assignment; prior to acceptance of the assignment.
- l. In the event that any conflict of interest is discovered during the assignment, Molemole Local Municipality reserves the right to summarily cancel the agreement and demand that all information, documents and property of Molemole Local Municipality be returned forthwith.
- m. Price quoted for assignments should include VAT and disbursement.

5. INTELLECTUAL PROPERTY RIGHTS

- a) All copyright and intellectual property rights that may result from the work to be performed will become the property of Molemole Local Municipality.
- b) The appointed Firms of attorneys must hand over all documents and information in any format, including copies thereof, which they received from Molemole Local Municipality or that they had access to during the assignment immediately after completion of the assignments to Molemole Local Municipality or upon termination/withdrawal of assignment.
- c) Firms of attorneys shall deliver to Molemole Local Municipality, on completion of an assignment any security devices, passwords or protective mechanisms to the soft versions of documents that were written and Molemole Local Municipality will have the right to amend and change these without obligation whatsoever to the firms of attorneys upon completion of the assignment.



PART C1 PRICING DATA

C1.1 PRICING INSTRUCTIONS

1 Pricing Instructions

1. The Service Provider is required to provide the services in accordance with the Technical specifications.
2. The only basis for a change to the prices is as a result of the Employer that gives an instruction to change the specifications.
3. The service provider is required to include all expenses plus yearly escalations for Year 2 and Year 3 in the activity schedule and no contract price adjustment for inflation is provided for.

NB: PLEASE STATE THE FOLLOWING:

- **ARE/IS THE BID PRICE/S FIRM:**

YES	NO
-----	----

- **IF THE BID PRICE(S) ARE NOT FIRM, SUPPLY THE INFORMATION REGARDING ESCALATION APPLICABLE TO THIS BID:**

PART C1.2 ANNUAL PRICING SCHEDULE FOR PROVISION OF LEGAL SERVICES

PROFESSIONAL FEES

Magistrates Court

Activity	Fee	Disbursement where applicable	Year one (1) (If fee + disbursement)
Taking instructions.....			
Summons.....			
Notice of intention to defend.....			
Plea.....			
Claim in reconvention.....			
Reply to claim in reconvention.....			
Drawing up of all documents not specifically mentioned, including request for further particulars, schedule of documents, all affidavits, subpoenas, any notice not otherwise provided for and drawing up statements by witnesses per folio.....			
Production of documents for inspection, or inspecting documents, per quarter of an hour or part thereof of the time spent.....			
Each copy for service, per page.....			
The recording of statements by witnesses, per quarter of an hour or part thereof.....			
Notice of trial or reinstatement.....			
Preparing for trial (If counsel not employed)....			
Attendance at settlement negotiations, for each quarter of an hour or part thereof actually spent in such negotiations.....			
Attending court during trial, or on-the-spot inspection, or at postponement or examination on commission, for each quarter of an hour or part thereof spent in court while the case is actually being heard- (i) If counsel employed..... (ii) If counsel not employed.....			

Activity	Fee	Disbursement where applicable	Year one (1) (lfee + disbursement)
Attending pre-trial conference, for each quarter of an hour or part thereof actually spent in such conference			
Attending court to hear reserved judgment, per quarter of an hour or part thereof.....			
Correspondence- (a) For each necessary letter or telegram per folio..... (b) For each letter or telegram received , provided that a fee for perusal shall not be allowed in addition to the fee herein provided for.....			
Attendances: For each necessary attendance not otherwise provided for.....			
Necessary formal telephone calls, per call....			
Telephone consultations for every thirty minutes or part thereof.....			
Each necessary consultation, per quarter of an hour or part thereof.....			
Time spent at court (owing to no court being available) per quarter of an hour or part thereof.....			
Instruction to oppose or to show cause.....			
Instructions to make application for liquidation of Close Corporation, perusal of all documentation and consideration of merits, and all necessary consultations.....			
Drawing up all documents, affidavits, applications and notices orders etc.....			
Attending court hearing (a) If unopposed, for each quarter of an hour or part thereof actually spent in court			

Activity	Fee	Disbursement where applicable	Year one (1) (lfee + disbursement)
(b) If opposed, for each quarter of an hour actually spent in court or part thereof			
Fee for preparing for trial for each quarter of an hour actually spent in court or part thereof			
Consultations and settlements negotiations-when opposed, per quarter of an hour of part thereof			
Attending on review of taxation, for each quarter of an hour or part thereof in court while review is actually being heard.....			
Notice of application for review taxation and service			
Affidavit, where necessary			
<p>Execution</p> <p>(a) Issue of warrant of execution, ejection, and delivery up of possession</p> <p>(b) For each reissue thereof.....</p>			
Inclusive fee for work done in connection with releasing of immovable property attached.....			
Inclusive fee for work done in connection with sale in execution of immovable property only.....			
<p>(a) Drawing up of notice of sale in terms of rule 41 (8) or rule 43 (6), or conditions of sale in terms of rule 43 (7).....</p> <p>(b) For all other work done and papers and documents supplied to the sheriff of the magistrate court in connection</p>			

Activity	Fee	Disbursement where applicable	Year one (1) (lfee + disbursement)
with a sale in execution of movable property....			
Security for restitution, where necessary.....			
Instruction for exception or application, where allowed.....			
Drawing brief on exception or application, where allowed.....			
Drawing brief on trial.....			
Attending each necessary consultation with counsel per quarter of an hour or part thereof.....			
With brief to argue exception or application....			
With trial brief for the first day.....			
Drawing up pleadings.....			
Obtaining certified copy of judgment			
Obtaining payment in terms of rule 18 (4).....			
Request for security in terms of rule 62 (1).....			
Furnishing security in terms of rule 62 (1).....			
Travelling time per quarter of an hour or part thereof for attendance in any court/consultation held more than 30 km from the nearest Magistrate court			
Travelling expenses per km payable for attendance in any court/consultation held more than 30 km from the nearest Magistrate Court. The actual expenses of tollgates and parking shall also be paid			
TOTAL(Excluding VAT)			

REGIONAL COURT

Activity	Fee	Disbursement Where applicable	Year one (1)
Taking instructions.....			
Summons.....			
Notice of intention to defend.....			
Plea.....			
Claim in reconvention.....			
Reply to claim in reconvention.....			
Drawing up of all documents not specifically mentioned, including request for further particulars, schedule of documents, all affidavits, subpoenas, any notice not otherwise provided for and drawing up statements by witnesses per folio.....			
Production of documents for inspection, or inspecting documents, per quarter of an hour or part thereof of the time spent.....			
Each copy for service, per page.....			
The recording of statements by witnesses, per quarter of an hour or part thereof.....			
Notice of trial or reinstatement.....			
Preparing for trial (If counsel not employed)....			
Attendance at settlement negotiations, for each quarter of an hour or part thereof actually spent in such negotiations.....			
Attending court during trial, or on-the-spot inspection, or at postponement or examination on commission, for each quarter of an hour or part thereof spent in court while the case is actually being heard- (iii) If counsel employed.....			

Activity	Fee	Disbursement Where applicable	Year one (1)
(iv) If counsel not employed.....			
Attending pre-trial conference, for each quarter of an hour or part thereof actually spent in such conference			
Attending court to hear reserved judgment, per quarter of an hour or part thereof.....			
Correspondence- (c) For each necessary letter or telegram per folio..... (d) For each letter or telegram received , provided that a fee for perusal shall not be allowed in addition to the fee herein provided for.....			
Attendances: For each necessary attendance not otherwise provided for.....			
Necessary formal telephone calls, per call....			
Telephone consultations for every thirty minutes or part thereof.....			
Each necessary consultation, per quarter of an hour or part thereof.....			
Time spent at court (owing to no court being available) per quarter of an hour or part thereof.....			
Instruction to oppose or to show cause.....			
Instructions to make application for liquidation of Close Corporation, perusal of all documentation and consideration of merits, and all necessary consultations.....			

Activity	Fee	Disbursement Where applicable	Year one (1)
Drawing up all documents, affidavits, applications and notices orders etc.....			
Attending court hearing (c) If unopposed, for each quarter of an hour or part thereof actually spent in court			
(d) If opposed, for each quarter of an hour actually spent in court or part thereof			
Fee for preparing for trial, when opposed, for each quarter of an hour actually spent in court or part thereof			
Consultations and settlements negotiations-when opposed, per quarter of an hour of part thereof			
Attending on review of taxation, for each quarter of an hour or part thereof in court while review is actually being heard.....			
Notice of application for review taxation and service			
Affidavit, where necessary			
Execution (c) Issue of warrant of execution, ejectment, and delivery up of possession			
(d) For each reissue thereof.....			
Inclusive fee for work done in connection with releasing of immovable property attached.....			
Inclusive fee for work done in connection with sale in			

Activity	Fee	Disbursement Where applicable	Year one (1)
execution of immovable property only.....			
(c) Drawing up of notice of sale in terms of rule 41 (8) or rule 43 (6), or conditions of sale in terms of rule 43 (7)..... (d) For all other work done and papers and documents supplied to the sheriff of the magistrate court in connection with a sale in execution of movable property....			
Security for restitution, where necessary.....			
Instruction for exception or application, where allowed.....			
Instructions on trial.....			
Drawing brief on exception or application, where allowed.....			
Drawing brief on trial.....			
Attending each necessary consultation with counsel per quarter of an hour or part thereof.....			
With brief to argue exception or application....			
With trial brief for the first day.....			
Drawing up pleadings.....			
Obtaining certified copy of judgment			
Obtaining payment in terms of rule 18 (4).....			
Request for security in terms of rule 62 (1).....			
Furnishing security in terms of rule 62 (1).....			

Activity	Fee	Disbursement Where applicable	Year one (1)
Travelling time per quarter or part thereof Travelling expenses per km payable for attendance in any court/consultation held more than 30 km from the nearest magistrate or Regional Court an.....			
Travelling expenses per km payable for attendance in any court/consultation held more than 30 km from the nearest provincial or local division) The actual expenses of tollgates and parking shall also be paid			
TOTAL(Excluding VAT)			

High Courts (Land Claims Court, Labour Court, Labour Appeal Court, Supreme Court of Appeal, Constitutional Court etc.)

Activity	Fees	Disbursement where applicable	Year one (1)
Consultation with client and witnesses to defend an action, for advice on evidence or advice on commission, for obtaining an opinion or an advocate, 's guidance in preparing pleadings, including exceptions, and to draft a or affidavit, per quarter of an hour or part thereof- (a) By an attorney..... (b) By a candidate attorney.....			
Consultation to note, prosecute or defend an			

Activity	Fees	Disbursement where applicable	Year one (1)
appeal, per hour quarter of an hour or part thereof- (a) By an attorney..... (b) By a candidate attorney.....			
Attendance by an attorney in court at in terms of section 37 of the Rules, per quarter of an hour or part thereof.....			
Attendance by a candidate attorney, where necessary, to assist at a contested proceeding, per quarter of an hour or part thereof.....			
Any conference with an advocate, with or without witnesses, on pleadings exceptions and particulars of pleadings, applications, petitions, affidavits and testimony, and on any other matter which the taxing officer may consider necessary, per quarter of an hour part thereof- (a) By an attorney..... (b) By a candidate attorney.....			
Any other conference necessary, per quarter of an hour or part thereof- (a) By an attorney..... (b) By a candidate attorney.....			
Any inspection in situ, or otherwise, per quarter of an hour or part thereof- (a) By an attorney.....			

Activity	Fees	Disbursement where applicable	Year one (1)
(b) By a candidate attorney.....			
Inclusive fee for necessary consultations and discussions with a client, witness, or other party or advocate not otherwise provided for, per quarter of an hour or part thereof- (a) By an attorney..... (b) By a candidate attorney.....			
Attending to give or take disclosure, per quarter of an hour or part thereof- (a) By an attorney..... (b) By a candidate attorney.....			
Drawing up of necessary documents, including- (a) Instructions for an opinion, for an advocates guidance in preparing pleadings, including further particulars and requests for same, including exceptions..... (b) Instructions to advocate in respect of all classes of pleadings..... (c) A petition exception or affidavit, any notice (except a formal notice), particulars of claim or an annexure to the summons, opinion by an attorney or other			

Activity	Fees	Disbursement where applicable	Year one (1)
<p>important document not otherwise provided for</p> <p>An inclusive tariff – drawing up, checking, typing, printing, copies, delivery and filing thereof, per page of the original only.....</p>			
<p>Letters, telegrams and facsimiles: Inclusive tariff for drawing up, checking, typing, printing, delivery, copies, postage, posting thereof, per page.....</p>			
<p>Attending the receipt, entry, perusing, considering and filing of-</p> <p>(a) Any summons, petition, affidavit, pleading, advocate's advice and drafts, report, important letter, notice or document;.....</p> <p>(b) Any formal letter, record, stock sheets in voluntary surrenders, judgments or any other material document not elsewhere specified;.....</p> <p>(c) Any plan or exhibit or other material document which was necessary for the conduct of the action.....</p>			
<p>Sorting, arranging and paginating papers for pleadings, advice on evidence or brief on trial or appeal, per quarter of an hour or part thereof;</p> <p>(a) By an attorney.....</p>			

Activity	Fees	Disbursement where applicable	Year one (1)
(b) By a candidate attorney.....			
For making necessary copies, including photocopies of any document or papers not already provided for, per A4 size page.....			
Attending to arrange translation and thereafter to procure same, per hour or part thereof (a) By an attorney..... (b) By a candidate attorney.....			
Necessary telephone calls: actual cost thereof plus, per quarter of an hour or part thereof- (a) By an attorney..... (b) By a candidate attorney.....			
Travelling time per quarter or part thereof Travelling expenses per km payable for attendance in any court/consultation held more than 30 km from the nearest provincial or local division Court an.....			
Travelling expenses per km payable for attendance in any court/consultation held more than 30 km from the nearest provincial or local division) The actual expenses of tollgates and parking shall also be paid			
TOTAL(Excluding VAT)			

Non-litigious matters e.g. drafting of contracts, opinions, disciplinary hearing etc.

Activity	Fees	Disbursement, where applicable	Year one (1)
Taking instructions			
Drawing up of documents, per folio			
Each copy for service per page			
Preparation and research for hearing per hour			
Perusal of documents per quarter of an hour or part thereof			
Attendance per quarter of an hour or part thereof			

Activity	Fees	Disbursement where applicable	Year one (1)
Correspondence: (a) For each necessary letter or telegram per folio..... (b) For each letter or telegram received, provided that a fee for perusal shall not be allowed in addition the fee herein provided for..... (c) For each necessary fax sent per folio per folio..... (d) For each fax received, provided that a fee for perusal shall not be allowed in addition to the fee herein provided for..... (e) For each necessary e-mail sent per folio..... (f) For each e-mail received, provided that a fee for perusal shall not be allowed in addition to the fee herein provided for.....			
Attendance: For each necessary attendance not otherwise provided for.....			
Necessary telephone calls, per call, per minute, including time spent.....			

Activity	Fees	Disbursement, where applicable	Year one (1)
Travelling time per quarter or part thereof Travelling expenses per km payable for attendance in any court/consultation held more than 30 km from the nearest provincial or local division Court.....			
Travelling expenses per km payable for attendance in any court/consultation held more than 30 km from the nearest provincial or local division) The actual expenses of tollgates and parking shall also be paid			
TOTAL(Excluding VAT)			

Conveyancing work:

Activity	Fees	Disbursement, where applicable	Year one (1)
Taking instructions			
Attend to register the individual properties			
TOTAL(Excluding VAT)			

1. PRICING SUMMARY

YEAR 1

CATEGORY	TOTAL FEES EXCLUDING VAT	Vat at 15%	TOTAL COSTS INCL. VAT
MAGISTRATE COURTS			
REGIONAL COURTS			
HIGH COURTS			
NON-LITIGIOUS MATTERS			
CONVEYANCING			
GRAND TOTAL (Kindly add the total costs including VAT and disbursement for Magistrate, regional, high courts, non-litigious matters and conveyancing)			

YEAR 2 – Escalation percentage _____

CATEGORY	TOTAL FEES EXCLUDING VAT	Vat at 15%	TOTAL COSTS INCL. VAT
MAGISTRATE COURTS			
REGIONAL COURTS			
HIGH COURTS			
NON-LITIGIOUS MATTERS			
CONVEYANCING			
GRAND TOTAL (Kindly add the total costs including VAT and disbursement for Magistrate, regional, high courts, non-litigious matters and conveyancing)			

YEAR 3 – Escalation percentage _____

CATEGORY	TOTAL FEES EXCLUDING VAT	Vat at 15%	TOTAL COSTS INCL. VAT
MAGISTRATE COURTS			
REGIONAL COURTS			
HIGH COURTS			
NON-LITIGIOUS MATTERS			
CONVEYANCING			
GRAND TOTAL (Kindly add the total costs including VAT and disbursement for Magistrate, regional, high courts, non-litigious matters and conveyancing)			

Pricing Summary

CATEGORY	TOTAL FEES		
	YEAR 1	YEAR 2	YEAR 3
MAGISTRATE COURT			
REGIONAL COURT			
HIGH COURTS			
NON-LITIGIOUS MATTERS			
GRAND TOTAL (Kindly add the total costs including VAT and disbursement for Magistrate, regional, high courts and non-litigious matters)			



PART C2 AGREEMENT AND CONTRACT DATA

C2.1 FORM OF OFFER AND ACCEPTANCE

C2.2 CONTRACT DATA

C1.1 FORM OF OFFER AND ACCEPTANCE [COMPULSORY]

FORM OF OFFER AND ACCEPTANCE (AGREEMENT)

1. OFFER BY THE BIDDING COMPAY

The Employer, identified in the Acceptance signature block, has solicited offers to enter into a contract in respect of the following works: PROVIDING LEGAL SERVICE WHENEVER REQUESTED FOR A PERIOD OF 36 MONTHS

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

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

THE OFFERED TOTAL BID PRICE INCLUSIVE OF VALUE ADDED TAX

IN WORDS:

(IN FIGURES), R

This Offer may be accepted by the Employer by signing the Acceptance part of this Form of Offer and Acceptance and returning one copy of this document to the Bidder before the end of the period of validity stated in the Bid Data, whereupon the Bidder becomes the party named as the Contractor in the Conditions of Contract identified in the Contract Data.

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

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

Signature(s) _____

Name(s) _____ Capacity _____

(Bidding Company Name) _____

Name of Witness _____

Signature _____ Date: _____

2. ACCEPTANCE

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

The terms of the contract, are contained in

Part C1 Pricing Data

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

Part C3 Scope of Work

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

Deviations from and amendments to the documents listed in the Bid Data and any addenda thereto listed in the Bid Schedules as well as any changes to the terms of the Offer agreed by the Bidder and the Employer during this process of offer and acceptance, are contained in the Schedule of Deviations attached to and forming part of this Agreement. No amendments to or deviations from said documents are valid unless contained in this Schedule, which must be duly signed by the authorised representative(s) of both parties.

The Bidder shall within two weeks after receiving a completed copy of this Agreement, including the Schedule of Deviations (if any), contact the Employer's agent (whose details are given in the Contract Data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the Conditions of Contract identified in the Contract Data. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this Agreement.

Notwithstanding anything contained herein, this Agreement comes into effect on the date when the Bidder receives one fully completed original copy of this document, including the Schedule of Deviations (if any). Unless the Bidder (now Contractor) within five working days of the date of such receipt notifies the Employer in writing of any reason why he cannot accept the contents of this Agreement, this Agreement shall constitute a binding contract between the parties.

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

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

Signature(s) _____

Name _____

Capacity _____

Name of Witness _____

Signature _____

Date _____

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

Notes:

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

1 Subject _____

Details _____

2 Subject _____

Details _____

3 Subject _____

Details _____

4 Subject _____

Details _____

By the duly authorised representatives signing this Schedule of Deviations, the Employer and the Bidder agree to and accept the foregoing Schedule of Deviations as the only deviations from and amendments to the documents listed in the Bid Data and addenda thereto as listed in the Bid Schedules, as well as any confirmation, clarification or change to the terms of the offer agreed by the Bidder and the Employer during this process of offer and acceptance.

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

FOR THE BIDDER [PLEASE SIGN]:

Signature(s) _____

Name(s) _____

Capacity _____

(Bidder's Name) _____

Name of Witness _____

Signature _____

Date: _____

FOR THE EMPLOYER: MOLEMOLE LOCAL MUNICIPALITY [PLEASE SIGN]

Signature(s) _____

Name _____

Capacity _____

Name of Witness _____

Signature _____

Date _____

.....THE END.....