



APPOINTMENT OF A PANEL FOR PROFESSIONAL LEGAL SERVICE PROVIDERS FOR A PERIOD OF THIRTY-SIX (36) MONTHS FOR EMALAHLENI LOCAL MUNICIPALITY

EMALAHLENI LOCAL MUNICIPALITY



PROJECT NO: ELM 18/2025

APPOINTMENT OF A PANEL FOR PROFESSIONAL LEGAL SERVICE PROVIDERS FOR A PERIOD OF THIRTY-SIX (36) MONTHS FOR EMALAHLENI LOCAL MUNICIPALITY

TENDER DOCUMENT

NAME OF TENDERER:

Physical Address	
Contact No.	
E-mail Address	
Contact Person	
Central Supplier Database No.	
Company Registration No.	

<p>EMPLOYER:</p> <p>Emalahleni Local Municipality P.O Box 3 Witbank 1035</p> <p>Municipal Manager Tel No.: +27 (13) 690 6911 Fax No.: +27 (13) 690 6207 E-mail: maiselahs@emalahleni.gov.za</p>	<p>QUERIES:</p> <p>Supply Chain Management Ms. B.M Mahlangu Tel No.: +27 (13) 690 6503 E-mail: mahlangubm@emalahleni.gov.za</p>	<p>QUERIES:</p> <p>Legal Services Department Mr. H.M. Matau Tel No.: 013 690 6219 E-mail: matauhm@emalahleni.gov.za</p>
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Tender Closing Date: Wednesday, 30 July 2025 at 11:00



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EMALAHLENI LOCAL MUNICIPALITY

**APPOINTMENT OF A PANEL FOR PROFESSIONAL LEGAL
SERVICE PROVIDERS FOR A PERIOD OF THIRTY-SIX (36)
MONTHS FOR EMALAHLENI LOCAL MUNICIPALITY**

TENDER DOCUMENT

ISSUED BY: EMALAHLENI LOCAL MUNICIPALITY
Civic Centre, 29 Mandela Street,
Emalahleni,
1035

NAME OF TENDERER:

CSD REGISTRATION NUMBER:

PRICE EXCLUDING VAT.....



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- C3 Scope of Work

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TENDERING PROCEDURES

THE TENDER

Part T1: Tendering Procedures

- T1.1 Tender notice and invitation to tender
- T1.2 Tender Data



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ELM 18/2025

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T1.1 TENDER NOTICE AND INVITATION TO TENDER

Emalahleni Local Municipality invites tenders from suitably qualified service providers for the appointment of a panel for Professional Legal Service Providers for a period of thirty-six (36) months for Emalahleni Local Municipality.

Tender Documents will be available from the www.emalahleni.gov.za website and can be downloaded free from www.etenders.gov.za. **No Compulsory briefing will be held.** Any technical and administrative enquiries relating to the tender document may be directed to Mr. H. M. Matau at (013) 690 6219 during working hours or e-mails may be sent to matauhm@emalahleni.gov.za. Supply Chain Management Office may also be contacted on (013) 690 6503 or on mahlangubm@emalahleni.gov.za.

Tenders are to be completed in black ink and completed in accordance with the conditions and rules contained in the tender documents. The tenders and relevant documents must be sealed in an envelope and externally endorsed with **ELM 18/2025: APPOINTMENT OF A PANEL FOR PROFESSIONAL LEGAL SERVICE PROVIDERS FOR A PERIOD OF THIRTY-SIX (36) MONTHS FOR EMALAHLENI LOCAL MUNICIPALITY** and be deposited in the Tender Box, Emalahleni Local Municipality, Civic Centre, 29 Mandela Street, Emalahleni, 1035 on or before **11h00 on 30 July 2025**. The tenders will immediately be opened in public. The Tenders shall remain valid for a period of 90 days from the closing date. Telegraphic, telephonic, fax, telex e-mail or late tenders will not be accepted.

Tenders will be evaluated in terms of the Supply Chain Management Policy of Emalahleni Local Municipality. The lowest or any tender will not necessarily be accepted, and Emalahleni Local Municipality reserves the right not to consider any tender not suitably endorsed or comprehensively completed, as well as the right to accept the tender in whole or part. Suppliers and/ or Service Providers need to be registered on CSD.



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A preferential point system shall apply whereby a contract will be allocated to a tenderer in accordance with the Preferential Procurement Regulations, 2022 and as defined in the Conditions of Tender in the tender document, read in conjunction with the Supply Chain Management Policy of Emalahleni Local Municipality where **80** points will be allocated in respect of price and **20** points in respect of Specific goals.

The specific goals allocated points in terms of this tender:

A total of 15 preference points shall be allocated on a proportional or pro rata basis for contracting an enterprise owned by historically disadvantaged persons or individuals who meet the following requirements -

- for 100% black person or people owned enterprise 5 points
- for at least 30% woman or women shareholding or owned enterprise 5 points
- For at least 30% youth shareholding or owned enterprise 2.5 points
- for at least 30% people living with disability shareholding or owned enterprise 2.5 points

A total of 5 preference points shall be allocated on a proportional or pro rata basis for implementing of programmes for RDP –

- for enterprise regarded as EME located within the local area of jurisdiction. 5 points

No awards will be made to a person:

- Who is in the service of the state;
- 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; and/or
- Who is an advisor or consultant contracted with the municipality or municipal entity.

HS MAYISELA
MUNICIPAL MANAGER



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TENDER DATA

1.	The Employer is: Emalahleni Local Municipality 29 Mandela Street Emalahleni 1035					
2.	Tender Documents					
	<p>Tendering Procedures Tender notice and invitation to tender Tender data</p> <p>Returnable Documents List of Returnable Documents</p> <p>The Contract Agreements and Contract data Forms of Offer and Acceptance Contract Data</p> <p>Pricing Data Pricing Instruction Bill of Quantities</p> <p>Terms of Reference Terms of Reference</p> <p>Additional Relevant Documents Supply Chain Management Policy</p>					
3.	<p>Interpretation</p> <p>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 tender conditions.</p>					
4	<p>Communication.</p> <p>The Employer's Representative is:</p> <table><tr><td><p><u>Accounting Officer.</u> H.S. MAYISELA 29 Mandela Street Emalahleni 1035 Tel: 013 690 6911</p></td><td><p><u>Procurement Enquiries.</u> B.M MAHLANGU 29 Mandela Street Emalahleni 1035 013 690 6503 mahlangubm@emalahleni.gov.za</p></td><td><p><u>Technical Enquiries.</u> H. M. MATAU 29 Mandela Street Emalahleni 1035 013 690 6219 matauhm@emalahleni.gov.za</p></td></tr></table>			<p><u>Accounting Officer.</u> H.S. MAYISELA 29 Mandela Street Emalahleni 1035 Tel: 013 690 6911</p>	<p><u>Procurement Enquiries.</u> B.M MAHLANGU 29 Mandela Street Emalahleni 1035 013 690 6503 mahlangubm@emalahleni.gov.za</p>	<p><u>Technical Enquiries.</u> H. M. MATAU 29 Mandela Street Emalahleni 1035 013 690 6219 matauhm@emalahleni.gov.za</p>
<p><u>Accounting Officer.</u> H.S. MAYISELA 29 Mandela Street Emalahleni 1035 Tel: 013 690 6911</p>	<p><u>Procurement Enquiries.</u> B.M MAHLANGU 29 Mandela Street Emalahleni 1035 013 690 6503 mahlangubm@emalahleni.gov.za</p>	<p><u>Technical Enquiries.</u> H. M. MATAU 29 Mandela Street Emalahleni 1035 013 690 6219 matauhm@emalahleni.gov.za</p>				
4.1	<p>Attention is drawn to the fact that verbal communication given by the Employer's representative prior to the close of tenders will not be regarded as binding on the employer. Only information issued formally by the employer in writing to the tenders, under the signature of the Accounting Officer will be regarded as amending the tender documents.</p>					
5	<p>The Employer's right to accept or reject any tender offer</p> <p>The employer has the right not to accept the lowest tender and to accept the whole or part of any tender or not to consider any tender not suitably endorsed is fully reserved by the Emalahleni Local Municipality.</p>					



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6	Tenderer Obligations
6.1	The Council retains the right to call for any additional information that it may deem necessary
6.2	<p>If tendering as a Joint Venture, Joint venture must be constituted by means of a comprehensive and fair, written agreement between the members, which sets out their obligations, rights, risks and rewards. Joint venture members should share at least the following aspects of the joint venture activities in a meaningful and equitable manner:</p> <ol style="list-style-type: none"> 1. Control 2. Management 3. Operations 4. Risk 5. Profit and Loss
6.3	<p>If a Tenderer , or any person employed by him is found to have either directly or indirectly, promised or given to any person in the employment of Council, any commission, gratuity, gift or other consideration, The Council shall have the right to summarily and without recourse to law and without prejudice to any other legal remedy which it may have in regard to any loss and/ or additional costs or expenses, to disqualify the Tender or cancel the Contract without paying any compensation to the aforesaid Tender or Contract.</p>
6.4	<p>At the request of the Municipal Manager or his authorised representative from furnishing him with additional information, or with a sample or specimen for testing purposes or otherwise, or from giving a demonstration so as to enable the recommendation to the Council's responsible Committee on the award of the contract be formulated,</p>
7	<p>Compensation of tendering</p> <p>The employer will not compensate the tenderer for any costs incurred in the preparation and submission of a tender offer, including the cost of any testing necessary to demonstrate that aspects of the offer satisfy requirements.</p>
9	<p>Check documents</p> <p>The Tenderer should check the tender documents on receipt for completeness and notify the employer of any discrepancy or omission.</p> <p>Emalahleni Local Municipality reserves the right to request the bidder to submit original documents (as detailed in the proposed key personnel of the tender document and but not limited to, company CK document, qualifications of key personnel for review and certification by its Commissioner of Oath.</p>
10	<p>Confidentiality and Copyright of Documents.</p> <p>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.</p> <p>In submitting any information or documentation requested in this tender or any other information that may be requested pursuant to this Tender, you are consenting to the processing by ELM, or its stakeholders of your personal information and all other personal information contained therein, as contemplated in the Protection of Personal Information Act, No.4 of 2013 and Regulations promulgated thereunder ("POPI Act"). Further, you declare that you have obtained all consent</p>



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	required by the POPI Act or any other law applicable. Thus, you hereby indemnify ELM against any civil or criminal action, administrative fine or other penalty or loss that may arise as a result of the processing of any personal information that you submit.
11	<p>Eligibility</p> <p>Only those bidders who satisfy the following criteria are eligible to submit tenders:</p> <ul style="list-style-type: none"> • Whose Firm and/or Lead Partner or Director is Registered with the Law Society of South Africa and/or the Legal Practice Council; • Letter of Good Standing issued in favour of the Firm and/or Lead Partner or Director issued by the relevant authority i.e. (Law Society and/or Legal Practice Council) within six (06) months from the date of closure of this tender advert; • Insurance Indemnity Cover of not less than R1 500 000.00 per financial year. • Valid Fidelity Fund Certificate. <p>Responsive tenders are ONLY those tenders with all documents and pages contained herein, that have been signed by the responsible person duly authorised to sign all documents indicated on the returnable document "FORM D Authority of signatory".</p>
12	No Compulsory Site Visit
	There will be briefing for this project.
13	Submitting tender offer:
13.1	No Tender document will be considered unless submitted on Council's Official Tender Document
13.2	Return all the returnable documents to the employer after completing them.
13.3	<p>Tenders must be deposited in the tender box clearly marked: PROJECT NO: ELM 18/2025 APPOINTMENT OF A PANEL OF PROFESSIONAL LEGAL SERVICE PROVIDERS FOR A PERIOD OF 36 (THIRTY-SIX) MONTHS FOR EMALAHLENI LOCAL MUNICIPALITY</p> <p>Location of tender Box: 29 Mandela Street, Emalahleni, 1035 Physical Address: Emalahleni Local Municipality, 29 Mandela Street, Emalahleni, 1035.</p> <p>Telephonic, telegraphic, telex, facsimile or emailed tenders will not be considered</p>
13.4	All tender received by the Emalahleni Local Municipality will remain in the Municipality's possession until after the stipulated closing date and time.
13.5	Accept that a tender submitted to the employer cannot be withdrawn or substituted. No substitute tenders will be considered.
14	Closing Time: 11:00
14.1	<p>The time and location for opening of the Tender offers are:</p> <p>Closing Time: 11:00 Closing Date: 30 July 2025 Location: Emalahleni Local Municipality 29 Mandela Street Emalahleni 1035</p>



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14.2	After the opening of the tender proposals, no information relating to the clarification, determination of responsiveness, evaluation and comparison of tender proposals and recommendations concerning the award of the tender shall be disclosed to any other tenderer or persons not concerned with such process until the award of the Tender has been announced by the ELM.								
15	Pricing the tender State the rates and prices in Rand								
16	Alterations to the Tender Documents. No alterations may be made to the tender document issued by the employer. Proposals and any other supporting documents must be attached to the back of this tender document								
17	Alternative tender offer. No alternative tender offers will be considered or accepted								
18	Tender Offer Validity The Tender offer validity period is 90 days from the closing date.								
19	Tender clarification after submission A tender may be regarded as non-responsive if the tenderer fails to provide clarification requested by the employer within the time for submission stated in the employer's written request.								
20	Tender evaluation points The value of this bid is estimated not to exceed R50 000 000 (all applicable taxes included) and therefore the 80/20point system shall be applicable. Preference points for this bid shall be awarded for: <ul style="list-style-type: none"> (a) Price; and (b) Specific goals 								
21	The maximum points for this bid are allocated as follows: <table border="1" data-bbox="240 1541 1337 1733"> <tr> <th></th><th>POINTS</th></tr> <tr> <td>PRICE</td><td>80</td></tr> <tr> <td>SPECIFIC GOALS</td><td>20</td></tr> <tr> <td>Total points for Price and Specific Goals must not exceed</td><td>100</td></tr> </table>		POINTS	PRICE	80	SPECIFIC GOALS	20	Total points for Price and Specific Goals must not exceed	100
	POINTS								
PRICE	80								
SPECIFIC GOALS	20								
Total points for Price and Specific Goals must not exceed	100								
22	Evaluation of Tenders The Tenderers notice is drawn to the fact that the evaluation, adjudication and awarding of this tender will be in terms of the Supply Chain Management Policy of the Municipality and the Legal Sector Code, 2024.								
22.1	The following steps will be followed in evaluation. <ol style="list-style-type: none"> 1. Determination of whether or not tender offers are complete. 2. Determination of whether or not tender offers are responsive. 3. Determination of the reasonableness of tender offers. 4. Confirmation of the eligibility of preferential points claimed by tenderers. 								



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	<ol style="list-style-type: none"> 5. Determination of expertise and experience of tenderers. 6. Awarding of points for financial offer. 7. Ranking of tenderers according to the total points 8. Performance of risk analysis by checking the credit record of the tenderers
22.2.1	<p>Technical adjudication and General Criteria</p> <ul style="list-style-type: none"> ▪ Tenders will be adjudicated in terms of inter alia: ▪ Compliance with Tender conditions ▪ Technical specifications <p>If the Tenderer does not comply with the Tender Conditions, the Tenderer may be rejected. If technical specifications are not met, the Tender may also be rejected.</p> <p>With regard to the above, certain actions or errors are unacceptable and warrants REJECTION OF THE TENDER, for example</p> <ul style="list-style-type: none"> ▪ A copy of a Valid Tax Clearance Certificates. (Copy of a letter from SARS indicating Tenderer's SARS reference or login number and pin not attached to the Tender document). ▪ Pages not duly completed, removed from the Tender document, and have therefore not been submitted. ▪ If tender document is not fully completed as required and as stipulated in the tender data. ▪ If any tender document is tempered with or it is unbundled or unbundled. ▪ Scratching out without initialling next to the amended rates or information. ▪ Writing over / painting out rates / the use of tippex or any erasable ink, e.g., pencil. ▪ The Tender has not been properly signed by a party having the authority to do so, according to the Form D – "Authority for Signatory" ▪ A Resolution by a Board of Directors of the Company authorizing the Tenderer to sign the Tender document on behalf of the Company has not been submitted ▪ Particulars required in respect of the Tender have not been provided – non-compliance of Tender requirements and/or specifications. ▪ The Tenderer's attempts to influence or has in fact influenced the evaluation and/or awarding of the contract. ▪ Failure to attach required and specified documents. ▪ The Tender has been submitted after the relevant closing date and time. ▪ Failure to complete and sign Form C1.1 Form of Offer and Acceptance ▪ If any municipal rates and taxes or municipal service charges owed by that Tenderer or any of its directors to the municipality, or to any other municipality or municipal entity, are in arrears for more than three months. ▪ If any Tenderer who during the last five years has failed to perform satisfactorily on a previous contract with the municipality or any other organ of state after written notice was given to that Tenderer that performance was unsatisfactory.
22.2.2	<p>Staffing profile</p> <p>Evaluation of the Tenderer's position in terms of:</p> <ul style="list-style-type: none"> ▪ Staff available for this contract being Tendered for ▪ Qualifications and experience of key staff to be utilised on this contract.



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22.2.3	<p>Previous experience</p> <p>The procedure for the evaluation of responsive Bids will be on the minimum number of projects specified in this document, in terms of functionality.</p>
22.2.4	<p>The tenderer shall provide documentation of company experience of each member of the Consortium/Joint Venture related projects (if applicable).</p>
22.2.5	<p>Financial ability to execute the contract</p> <p>Evaluation of the Tenderer's financial ability to execute the contract. Emphasis will be placed on the following:</p> <ul style="list-style-type: none"> Professional Indemnity not less than R1 500 000 per claim.
22.2.6	<p>Good standing with SA Revenue Services</p> <ul style="list-style-type: none"> Determine whether a valid tax clearance certificate has been submitted. The Tenderer must a copy of a Valid Tax Clearance Certificates or a Copy of a letter from SARS indicating Tenderer's SARS reference or login number and pin.
22.2.7	<p>If the Tender does not meet the requirements contained in the ELM Supply Management Policy, and the mentioned framework, it will be rejected by the Council, and may not subsequently be made acceptable by correction or withdrawal of the non-conforming deviation or reservation.</p>
22.2.8	<p>Penalties</p> <p>The Emalahleni Local Municipality will if upon investigation it is found that a preference in terms of the Act and these regulations has been obtained on a fraudulent basis, or any specified goals are not attained in the performance of the contract, on discretion of the Municipal Manager, one or more of the following penalties will be imposed:</p> <ul style="list-style-type: none"> Cancel the contract and recover all losses or damages incurred or sustained from the Tenderer. Impose a financial penalty at the discretion of Council Restrict the service provider, its shareholders and directors on obtaining any business from the Emalahleni Local Municipality for a period of 5 years
23	<p>The additional conditions of Tender are:</p> <ol style="list-style-type: none"> Emalahleni Local Municipality may also request that the Tenderer provide written evidence that his financial, labour and resources are adequate for carrying out the project. The Emalahleni Local Municipality 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 Tenderer. The Tenderer shall provide all reasonable assistance in such investigations.
24	<p>Local Content</p> <p>Local content is not applicable for this tender</p>
F.3.11.5	<p>Evaluation Method 2</p> <p>Which entails the balance between financial offer, preferences and Quality and 80/20 points system, will be adopted.</p>



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F.3.11.6 **Evaluation Criteria**

The Legal Firm's tender responsiveness in relation to points is therefore summarized as follows:

Personnel	40
Experience of Firm	35
Proposed technical methodology and approach	15
Hardware and Software Resources	10
TOTAL	100

A firm must obtain a minimum of 80 points out of the 100 points above to be considered for price and Specific goals evaluation.

Project Manager/ LEAD PARTNER: *(Maximum Points obtainable 20)*

Name of Project Manager/Lead Partner

Evaluation Criteria		Minimum Required	Maximum Points obtainable	Points Claimed	
Academic Qualifications (Note 1)		Bachelor of Laws (LLB),or B URIS or B PROC degree or NQF 8	2		
Professional Registration		Admission as an attorney (Registered with the Law Society/Legal Practice Council)	3		
Sub-total			5		
Years of experience after admission		1-3	2		
		3-6	5		
		7 and above	10		
Sub total	No				
Sub-Total Current Employment		Full-time employed by the Legal Firm	Yes		
		5	5		
			20		



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PROFESSIONAL ASSISTANT:

(Maximum Points obtainable 15)

Name of PA:

Evaluation Criteria	Minimum Required	Elimination Factor	Maximum Points obtainable	Points Claimed
Academic Qualifications	Bachelor of laws or B Proc or NQF 8	Yes	3	
Professional Registration	Admission as an Attorney	Yes	2	
Sub-total			5	
Years of experience after qualification	1-3	No	1	
	4-6	No	5	
	7 and above	No	10	
Sub-Total			10	
Current Employment	Full time employment by the Firm	No	5	
Sub-Total				
Total			15	

CANDIDATE LEGAL PRACTITIONER

(Maximum Points obtainable 5)

Name of CLP:

Evaluation Criteria	Minimum Required	Elimination Factor	Maximum Points obtainable	Points Claimed
Academic Qualifications	Bachelor of laws or B Proc of NQF 8	Yes	3	
Professional Registration	Registered with LPC as a Candidate Legal Practitioner	Yes	2	
Sub-total			5	
Total			5	

NOTES

Note 1: Academic Qualifications

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

Minimum requirements for Project Manager

- At least a B Uris/B Proc/ LLB Law Degree
- At least 1 or more years of experience after admission as attorney;



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Note 2: Professional Registration

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

Note 3: Employment History Involvement in comparable projects)

Attached CV for key personnel must clearly indicate experience and number of years in the field. Proof of employment history must be contained in the Curriculum Vitae (CV) and must include references and contact details. The CV must also show full time (current) employment history. The CV must contain only necessary and relevant information for the purpose of this project.

The tenderer's proposal must over and above the TOR's demonstrate the understanding and ability to implement the project including handling of technical issues, Human Resource and legal issues

Experience of Firm Practice (Maximum Points obtainable 35)

Evaluation Criteria	Minimum Years Required	Elimination Factor	Points Obtainable	Points Claimed
Experience of the firm in handling legal matters in the High Court, Magistrate Court, Labour Court Bargaining Council, CCMA and all other courts	1 to 3	No	5	
	4 to 6	No	10	
	7 and above	No	35	
Maximum Points obtainable			35	

PROPOSED TECHNICAL METHODOLOGY AND APPROACH

Evaluation Criteria	Concept and Viability	Elimination Factor	Points Obtainable	Points Claimed
Ability and understanding of Alternative Dispute Resolution	Not submitted, no understanding on the settlement of disputes through Alternative Dispute Resolution	No	0	
	Fair and Adequate understanding on the settlement of disputes through Alternative Dispute Resolution	No	3	
	Comprehensive understanding on the settlement of disputes through Alternative Dispute Resolution	No	7	
Subtotal			7	



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Evaluation Criteria	Concept and Viability	Elimination Factor	Points Obtainable	Points Claimed
Ability and understanding of Intergovernmental Relations	Not submitted, no understanding on the settlement of disputes through Intergovernmental Relations	No	0	
	Fair and Adequate understanding on the settlement of disputes through Intergovernmental Relations	No	3	
	Comprehensive understanding on the settlement of disputes through Intergovernmental Relations	No	7	
Subtotal			7	
total				15

HARDWARE / SOFTWARE: *(Maximum Points obtainable 10)*

Evaluation Criteria	Minimum Required	Elimination Factor	Maximum Points obtainable	Points Claimed
Hardware Resources	Computers/laptops x2	No	2	
	landline	No	2	
Sub-total			4	
Software Resources	Internet - Website	No	2	
	Intranet – Email access	No	2	
	Law Library Resources		2	
Sub-Total			6	
Total			10	



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RETURNABLE DOCUMENTS



T2.1 LIST OF RETURNABLE DOCUMENTS

1. Failure to fully complete the **compulsory** returnable documents shall render such a tender offer unresponsive.
2. Tenderers shall note that their signatures appended to each returnable form **represents a declaration that they vouch for the accuracy and correctness of the information provided**, including the information provided by candidates proposed for the specified key positions.
3. Notwithstanding any check or audit conducted by or on behalf of the Employer, the information provided in the returnable documents is accepted in good faith and as justification for entering into a contract with a tenderer. **If subsequently any information is found to be incorrect such discovery shall be taken as wilful misrepresentation by that tenderer to induce the contract.** In such event the Employer has the discretionary right under contract condition 8.4 to terminate the contract.
4. The Tenderer must complete the following returnable Schedules:

Returnable Schedules required for Tender evaluation purposes

COMPULSORY BID DOCUMENTS	
	PART A - INVITATION TO BID
	PART B - TERMS AND CONDITIONS FOR BIDDING
FORM A	COMPULSORY ENTERPRISE QUESTIONNAIRE FOR CONSORTIA OR JOINT VENTURES
FORM B	DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES
FORM C	DECLARATION OF INTEREST
FORM D	AUTHORITY OF SIGNATORY
FORM E	DECLARATION OF GOOD STANDING REGARDING TAX
FORM F	FINANCIAL REFERENCES /TENDERER'S CREDIT RATING AND BANK DETAILS
FORM G	MUNICIPAL UTILITY ACCOUNT
FORM H	PREFERENCE SCHEDULE
FORM I	CERTIFICATE OF INDEPENDENT BID DETERMINATION
FORM J	DECLARATION OF TENDERER'S LITIGATION HISTORY
FORM K	PROOF OF MEMBERSHIP WITH THE LAW SOCIETY/LEGAL PRACTICE COUNCIL
FORM L	A VALID FIDELITY FUND CERTIFICATE FOR THE FIRM
RETURNABLES FOR EVALUATION PURPOSES	
FORM M	TENDERER'S PROJECT STRUCTURE
FORM N	PROPOSED KEY PERSONNEL
FORM O	SCHEDULE OF PREVIOUS EXPERIENCE
FORM P	SCHEDULE OF CURRENT PROJECTS
FORM Q	SCHEDULE OF INFRASTRUCTURE AND RESOURCES
FORM R	SCHEDULE OF PROPOSED SUB CONTRACTORS
FORM S	RECORD OF ADDENDA TO TENDER DOCUMENTS



APPOINTMENT OF A PANEL FOR PROFESSIONAL LEGAL SERVICE PROVIDERS FOR A PERIOD OF THIRTY-SIX (36) MONTHS FOR EMALAHLENI LOCAL MUNICIPALITY

COMPULSORY BID DOCUMENTS



APPOINTMENT OF A PANEL FOR PROFESSIONAL LEGAL SERVICE PROVIDERS FOR A PERIOD OF THIRTY-SIX (36) MONTHS FOR EMALAHLENI LOCAL MUNICIPALITY

PART A: INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR THE REQUIREMENTS OF THE EMALAHLENI LOCAL MUNICIPALITY.

BID NUMBER:	ELM 18/2025	CLOSING DATE:	30 JULY 2025	CLOSING TIME:	11:00
DESCRIPTION	APPOINTMENT OF A PANEL FOR PROFESSIONAL LEGAL SERVICE PROVIDERS FOR A PERIOD OF THIRTY-SIX (36) MONTHS FOR EMALAHLENI LOCAL MUNICIPALITY				

THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE
BID BOX SITUATED AT

EMALAHLENI LOCAL MUNICIPALITY

CIVIC CENTRE, 29 MANDELA STREET

EMALAHLENI

1035

SUPPLIER INFORMATION

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:	

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

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		TECHNICAL INFORMATION MAY BE DIRECTED TO:	
DEPARTMENT	SCM	CONTACT PERSON	HENDRIK MATAU
CONTACT PERSON	B.M MAHLANGU	TELEPHONE NUMBER	(013) 690 6219
TELEPHONE NUMBER	(013) 690 6503	FACSIMILE NUMBER	(013) 690 6207
FACSIMILE NUMBER	(013) 690 6207	E-MAIL ADDRESS	matauhm@emalahleni.gov.za
E-MAIL ADDRESS	mahlangubm@emalahleni.gov.za		



PART B

TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED – (NOT TO BE RE-TYPED) OR ONLINE**
- 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.

2. TAX COMPLIANCE REQUIREMENTS

- 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 WWW.SARS.GOV.ZA.
- 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.

3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

- 3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? ☐ YES ☐ NO
- 3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA? ☐ YES ☐ NO
- 3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? ☐ YES ☐ NO
- 3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? ☐ YES ☐ NO
- 3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? ☐ YES ☐ NO

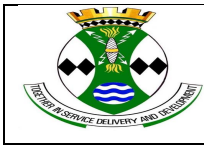
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.

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:



APPOINTMENT OF A PANEL FOR PROFESSIONAL LEGAL SERVICE PROVIDERS FOR A PERIOD
OF THIRTY-SIX (36) MONTHS FOR EMALAHLENI LOCAL MUNICIPALITY

**FORM A: COMPULSORY ENTERPRISE QUESTIONNAIRE FOR CONSORTIA OR JOINT
VENTURES**

In the case of a Joint Venture – Form “A” needs to be completed

SPECIAL RESOLUTION OF CONSORTIA OR JOINT VENTURES

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

1. _____

2. _____

3. _____

4. _____

5. _____

6. _____

7. _____

8. _____

Held at _____ (place)

On _____ (date)



APPOINTMENT OF A PANEL FOR PROFESSIONAL LEGAL SERVICE PROVIDERS FOR A PERIOD OF THIRTY-SIX (36) MONTHS FOR EMALAHLENI LOCAL MUNICIPALITY

RESOLVED that:

The above-mentioned Enterprises submit a Bid in Consortium/Joint Venture to the EMALAHLENI LOCAL MUNICIPALITY in respect of the following project:

Bid / Project Number: _____ {insert number}

A. Mr/Mrs/Ms: _____

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

and who will sign as follows: _____

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

- B. The Enterprises constituting the Consortium/Joint Venture, notwithstanding its composition, shall conduct all business under the name and style of: _____
- C. The Enterprises to the Consortium/Joint Venture accept joint and several liability for the due fulfilment of the obligations of the Consortium/Joint Venture deriving from, and in any way connected with, the Contract entered into with the municipality in respect of the project described under item A above.
- D. Any of the Enterprises to the Consortium/Joint Venture intending to terminate the consortium/joint venture agreement, for whatever reason, shall give the Department 30 days written notice of such intention. Notwithstanding such decision to terminate, the Enterprises shall remain jointly and severally liable to the municipality for the due fulfilment of the obligations of the Consortium/Joint Venture as mentioned under item C above.
- E. No Enterprise to the Consortium/Joint Venture shall, without the prior written consent of the other Enterprises to the Consortium/Joint Venture and of the municipality, cede any of its rights or assign any of its obligations under the consortium/joint venture agreement in relation to the Contract with the municipality referred to herein.
- F. The Enterprises choose as the *domicilium citandi et executandi* of the Consortium/Joint Venture for all purposes arising from the consortium/joint venture agreement and the Contract with the municipality in respect of the project under item A above:

Physical address: _____

_____ (code)

Postal Address: _____

_____ (code)

Telephone number: _____ (code)

Fax number: _____ (code)



APPOINTMENT OF A PANEL FOR PROFESSIONAL LEGAL SERVICE PROVIDERS FOR A PERIOD OF THIRTY-SIX (36) MONTHS FOR EMALAHLENI LOCAL MUNICIPALITY

NO	NAME OF ENTITY	NAME OF REPRESENTATIVE	CAPACITY	SIGNATURE
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				

Note:

1. * Delete which is not applicable
2. **NB.** This resolution must be signed by all the Duly Authorised Representatives of the Legal Entities to the Consortium/Joint Venture submitting this Bid
3. Should the number of Duly Authorised Representatives of the Legal Entities joining forces in this Bid exceed the space available above, additional names and signatures must be supplied on a separate page
4. Resolutions, duly completed and signed, from the separate Enterprises who participate in this Consortium/Joint Venture must be attached to the Special Resolution.



ATTACH THE FOLLOWING DOCUMENTS HERETO

1. For Closed Corporations

- CK1 or CK2 as applicable (Founding Statement)
- Copies of the ID's of the Directors

2. For Companies

- A copy of the Certificate of Incorporation
- Copies of the ID's of the Directors, and
- the shareholders register

3. For Joint Venture Agreements

- Copy of the Joint Venture Agreement between all the parties,
- as well as the documents in (1) or (2) of each Joint Venture member.

4. For Partnership

- Copies of the ID's of the partners

5. One-person Business / Sole trader

- Copy of ID

6. Details of Tax Compliance Status from South African Revenue Service

7. Duly Signed and dated original or copy of Authority of Signatory on company Letterhead

8. Central Supplier Database [CSD] Summary



FORM B: DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES (MBD8)

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

Item	Question	Yes	No
4.1	<p>Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector?</p> <p>(Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).</p> <p>The Database of Restricted Suppliers now resides on the National Treasury's website(www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.</p>	<p>Yes</p> <input type="checkbox"/>	<p>No</p> <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	<p>Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?</p> <p>The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.</p>	<p>Yes</p> <input type="checkbox"/>	<p>No</p> <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	<p>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?</p>	<p>Yes</p> <input type="checkbox"/>	<p>No</p> <input type="checkbox"/>



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4.3.1	If so, furnish particulars:		
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 IS 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



APPOINTMENT OF A PANEL FOR PROFESSIONAL LEGAL SERVICE PROVIDERS FOR A PERIOD OF THIRTY-SIX (36) MONTHS FOR EMALAHLENI LOCAL MUNICIPALITY

FORM C: DECLARATION OF INTEREST (MBD4)

1. **No bid will be accepted from persons in the service of the state¹.**
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, shareholder²):
 - 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:

¹MSCM 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.



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

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

3.9.1 If yes, furnish particulars:

.....

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

3.10.1 If yes, furnish particulars:

.....

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

3.11.1 If yes, furnish particulars:

.....

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

3.12.1 If yes, furnish particulars:

.....

3.13 Are any spouse, child or parent of the company's director's 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:

.....



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

FULL NAME	IDENTITY NUMBER	STATE EMPLOYEE NUMBER

DECLARATION

I, the undersigned (name): certify that the information furnished is correct. I accept that the state may act against me in terms of paragraph 23 of the General Conditions of Contract should this declaration prove to be false.

.....
Signature

.....
Date

.....
Capacity

.....
Name of Bidder



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FORM D: AUTHORITY OF SIGNATORY

Details of person responsible for tender process:

Name : _____

Contact number : _____

Office address : _____

Signatories for close corporations and companies shall confirm their authority by filling in and attaching to this form a **duly signed and dated original / copy on the Company Letterhead** of the relevant resolution of their members or their board of directors, as the case may be.

PRO-FORMA FOR COMPANIES AND CLOSE CORPORATIONS:

"By resolution of the board of directors passed on *(date)*

Mr

has been duly authorized to sign all documents in connection with the Tender for Contract Number

.....and any Contract which may arise there from on

behalf of

(BLOCK CAPTIALS)

SIGNED ON BEHALF OF THE COMPANY

IN HIS CAPACITY AS

DATE

FULL NAMES OF SIGNATORY

AS WITNESSES: 1.

2.



APPOINTMENT OF A PANEL FOR PROFESSIONAL LEGAL SERVICE PROVIDERS FOR A PERIOD OF THIRTY-SIX (36) MONTHS FOR EMALAHLENI LOCAL MUNICIPALITY

PRO-FORMA FOR JOINT VENTURES:

Certificate of Authority for Joint Ventures

We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorize Mr/Ms, authorised signatory of the company, acting in the capacity of lead partner, to sign all documents in connection with the tender offer and any contract resulting from it on our behalf.

NAME OF FIRM	ADDRESS	DULY AUTHORISED SIGNATORY
		Signature: Name: Designation:
		Signature: Name: Designation:
		Signature: Name: Designation:
		Signature: Name: Designation:



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ATTACH HERETO THE DULY SIGNED AND DATED ORIGINAL OR A COPY OF AN AUTHORITY OF SIGNATORY ON COMPANY LETTERHEAD



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FORM E: DECLARATION OF GOOD STANDING REGARDING TAX (MBD 2)

DETAILS OF TAX COMPLIANCE STATUS:

TAXPAYER NAME	
TRADING NAME	
TAX REFERENCE NUMBER (S)	
VAT	
PIN	
EXPIRY DATE	

TAX CLEARANCE CERTIFICATE REQUIREMENTS

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

1. In order to meet this requirement bidders are required to complete in full the attached form TCC 001 "Application for a Tax Clearance Certificate" and submit it to any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign bidders / individuals who wish to submit bids.
2. SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.
3. The original Tax Clearance Certificate must be submitted together with the bid. Failure to submit the original and valid Tax Clearance Certificate will result in the invalidation of the bid. Certified copies of the Tax Clearance Certificate will not be acceptable.
4. In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate.
5. Copies of the TCC 001 "Application for a Tax Clearance Certificate" form are available from any SARS branch office nationally or on the website www.sars.gov.za.
6. Applications for the Tax Clearance Certificates may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website www.sars.gov.za.



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FORM F: FINANCIAL REFERENCES

DETAILS OF TENDERERS BANKING INFORMATION

Notes to tenderer:

1. The tenderer shall attach to this form a stamped letter from the bank not older than three (3) months confirming the bank account and details. Failure to provide the required letter with the tender submission shall render the tenderer's offer unresponsive.
2. The tenderer's banking details as they appear below shall be completed.
3. In the event that the tenderer is a joint venture enterprise, details of all the members of the joint venture shall be similarly provided and attached to this form.

BANK NAME:									
ACCOUNT NAME: <i>(e.g. ABC Civil Construction cc)</i>									
ACCOUNT TYPE: <i>(e.g. Savings, Cheque etc)</i>									
ACCOUNT NO:									
ADDRESS OF BANK:									
CONTACT PERSON:									
TEL. NO. OF BANK / CONTACT:									
How long has this account been in existence:	<table border="1"><tr><td>0-6 months</td><td></td></tr><tr><td>7-12 months</td><td></td></tr><tr><td>13-24 months</td><td></td></tr><tr><td>More than 24 months</td><td></td></tr></table> (Tick which is appropriate)	0-6 months		7-12 months		13-24 months		More than 24 months	
0-6 months									
7-12 months									
13-24 months									
More than 24 months									

Name of Tenderer:

Date:

Signature:

Full name of signatory:



APPOINTMENT OF A PANEL FOR PROFESSIONAL LEGAL SERVICE PROVIDERS FOR A PERIOD OF THIRTY-SIX (36) MONTHS FOR EMALAHLENI LOCAL MUNICIPALITY

ATTACH HERETO AN ORIGINAL OR A STAMPED COPY OF LETTER FROM THE BANK TO THIS PAGE NOT OLDER THAN THREE (3) MONTHS



DECLARATION BY THE TENDERER

authorized to sign all documents with the Tender for Contract Number _____ on behalf of

1. I declare that the bidder and /or any of its director(s) / member(s) does not owe the municipality, or any other municipality and/or municipal entity any amount which is in arrears in respect of any municipal rates and taxes or municipal service charges.
2. I understand and accept that in the event that this declaration is proved to be false, the bid shall be rejected forthwith. All other rights of the municipality (including but not limited to the right to claim damages where applicable) shall remain reserved in full.

FULL NAMES OF SIGNATORY

[illegible]



APPOINTMENT OF A PANEL FOR PROFESSIONAL LEGAL SERVICE PROVIDERS FOR A PERIOD OF THIRTY-SIX (36) MONTHS FOR EMALAHLENI LOCAL MUNICIPALITY

ATTACH AN ORIGINAL OR A COPY OF A MUNICIPAL UTILITY ACCOUNT (NOT OLDER THAN THREE (3) MONTHS)

Important: Note the following

- List and attach account(s) registered all in the name(s) of the Director(s) OR the Company on the declaration form attached hereto; or
- Attach a copy lease agreement along with the utility account of the Landlord, whereby the company is leasing the property its operating from.



FORM H: PREFERENCE SCHEDULE (MBD 6.1)

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

This preference form must form part of all bids 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 TENDER AND PREFERENTIAL PROCUREMENT REGULATIONS, 2022.

1. GENERAL CONDITIONS

- 1.1 The following preference point systems are applicable to all bids:
- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included);
- AND**
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).
- 1.2 The value of this bid is estimated not to exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 System shall be applicable.
- 1.3 Preference points for this bid shall be awarded for:
- (a) Price; and
 - (b) Specific goals in terms of the Preferential Procurement Regulations 2022
- 1.3.1 The maximum points for this bid are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
Total points for Price and Specific Goals	100

- 1.4 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed
- 1.5 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.
- 2 DEFINITIONS**
- 2.1 **“black people”** is a generic term which means Africans, Coloureds and Indians;
- 2.2 **“broad-based black economic empowerment”** means the economic empowerment of all black people including women, workers, youth, people with disabilities and people living in rural areas through diverse but integrated socio-economic strategies that include. but are not limited to:



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- increasing the number of black people that manage, own and control enterprises and productive assets; facilitating ownership and management of enterprises and productive assets by communities, workers, cooperatives and other collective enterprises;
- human resource and skills development;
- achieving equitable representation in all occupational categories and levels in the workforce;
- preferential procurement; and
- investment in enterprises that are owned or managed by black people;

2.3 **“Designated group”** means Black designated groups; Black people; Women; People with disabilities; or Small enterprises, as defined in section 1 of the National Small Enterprise Act, 1996 (Act No. 102 of 1996);

2.4 **“Disability”** means, in respect of a person, a permanent impairment of a physical, intellectual, or sensory function, which results in restricted, or lack of, ability to perform an activity in the manner, or within the range, considered normal for a human being.

2.5 **“Historically Disadvantaged Individual (HDI)”** means a South African citizen:

- who, due to the apartheid policy that had been in place, had no franchise in national elections prior to the introduction of the Constitution of the Republic of South Africa Act 110 of 1983 or the Constitution of the Republic of South Africa Act 200 of 1993 (“the Interim Constitution”); and / or
- who is a female; and / or
- who has a disability;

Provided that a person who obtained South Africa citizenship on or after the coming into effect of the Interim Constitution is deemed not to be an HDI.

2.6 **“Locality”** means a business enterprise located within the boundaries of Nkangala District Municipality to score points for locality.

2.7 **“Reconstruction and development Programme as published in Government Gazette No. 16085 dated 23 November 1994”** means in terms of Section 2(1) of the PPPFA of 2000 an organ of state must implement the programmes of the RDP and provide for points to be awarded for specific goals. In particular, some of the RDP goals that need to be considered in developing the Preferential Procurement policies include:

- Previously Disadvantaged Individuals;
- Women;
- Disabled Persons;
- Youth; and
- Local Labour.

2.7 **“specific goals”** means specific goals as contemplated in section 2(1)(d) of the Act which may include contracting with persons, or categories of persons, historically disadvantaged by unfair discrimination on the



basis of race, gender and disability including the implementation of programmes of the Reconstruction and development Programme as published in Government Gazette No. 16085 dated 23 November 1994;

- 2.8 **“Targeted Enterprises”** means those enterprises (suppliers, manufacturers, service providers or construction works contractors) that own, operate or maintain premises within the target area defined in the contract, for the purposes of carrying out their normal business operations.
- 2.79 **“Targeted Labour”** means those individuals employed by a contractor, or sub-contractor, in the performance of a contract, who are defined in the contract as the target group, and who permanently reside in the defined target area.
- 2.10 **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- 2.11 **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- 2.12 **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- 2.13 **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- 2.14 **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000)
- 2.15 **“Women equity”** means an organisation or company which has at least twenty five percent of women ownership.
- 2.16 **“Youth”** means persons between the ages of 14 and 35.

3. FORMULAE FOR PROCUREMENT

3.1 POINTS AWARDED FOR PRICE

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

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

80/20

or

90/10

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

Where

P_s = Points scored for comparative price of bid under consideration

P_t = Comparative price of bid under consideration

P_{\min} = Comparative price of lowest acceptable bid



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4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

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

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

Item no.	The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system)	Number of points claimed (80/20 system) (To be completed by the tenderer)
A total of 15 preference points shall be allocated on a proportional or pro rata basis for contracting an enterprise owned by historically disadvantaged persons or individuals who meet the following requirements -			
1.	for 100% black person or people owned enterprise	5 points	
2.	for at least 30% woman or women shareholding or owned enterprise	5 points	
3.	For at least 30% youth shareholding or owned enterprise	2.5 points	
4.	for at least 30% people living with disability shareholding or owned enterprise	2.5 points	
A total of 5 preference points shall be allocated on a proportional or pro rata basis for implementing of programmes for RDP -			
5.	for enterprise regarded as EME located within the local area of jurisdiction.	5 points	
The Municipality will utilize the CSD report for the above-mentioned information.			

DECLARATION WITH REGARD TO COMPANY/FIRM

- 4.3. Name of company/firm.....
- 4.4. Company registration number:
- 4.5. TYPE OF COMPANY/ FIRM



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

[TICK APPLICABLE BOX]

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

preference(s) shown and I acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - a) disqualify the person from the tendering process;
 - b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - e) forward the matter for criminal prosecution, if deemed necessary.

WITNESSES

- 1.
- 2.

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

DATE:
ADDRESS
.....
.....



FORM I: CERTIFICATE OF INDEPENDENT BID DETERMINATION (MBD 9)

1. This Municipal Bidding Document (MBD) must form part of all bids¹ invited.
2. Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *per se* prohibition meaning that it cannot be justified under any grounds.
3. Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
 - a. take all reasonable steps to prevent such abuse;
 - b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
 - c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
4. This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
5. In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

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

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



CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Municipality / Municipal Entity)

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

I certify, on behalf of: _____ that:

(Name of Bidder)

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



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- (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.
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



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FORM J: DECLARATION OF TENDERER'S LITIGATION HISTORY

Does the tenderer have any litigation with which tenderer (including its directors, shareholders or other senior members in previous companies) have been involved with any organ of state or state department within the last ten years?

YES

NO

If yes, furnish your details in table below.

NB: It is compulsory for all bidders to sign this form

The tenderer shall list below details of any litigation with which the tenderer (including its directors, shareholders or other senior members in previous companies) has been involved with any organ of state or state department within the last ten years. The details must include the year, the litigating parties, the subject matter of the dispute, the value of any award or estimated award if the litigation is current and in whose favour the award, if any, was made.

CLIENT	OTHER LITIGATING PARTY	DISPUTE	AWARD VALUE	DATE RESOLVED

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder



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FORM K: PROOF OF MEMBERSHIP WITH LEGAL PRACTICE COUNCIL

A valid Proof of membership /registration of the Lead Partner with the LPC must be attached hereto



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FORM L: FIDELITY FUND CERTIFICATE

(A valid fidelity fund for certificate the Lead Partner must be attached hereto)



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RETURNABLES FOR EVALUATION PURPOSES



FORM M: TENDERER'S PROJECT STRUCTURE

Notes to tenderer:

1. The intention of this form is to demonstrate the tenderer's project structure, as well as the lines of responsibility between members of the project team and between the project team and the overall company structure. The tenderer must attach his own organogram to this form.
2. Tenderers which are large companies may simplify the organogram by 'rolling up' portfolios e.g. combining directors/associates into one box of the organogram. However, the individual positions of the key personnel within the structure must still be shown.
3. Joint Venture tenders will require each element of the venture to submit separate organograms that show the individual structure of each member company and the lines of responsibility of the proposed personnel involved in the project. In addition there must also be a combined organogram that indicates how the joint venture itself will function and the proposed share of the work. Joint Venture tenderers shall note that the share of work indicated will be used in the analysis of such a tenderers preference proposed on returnable form D1, and that if awarded the share of work shall become a contractual obligation between the members of the joint venture.
4. State the city or town where the company's head office is located. The locality of regional or satellite office, regardless of degree of autonomy or size is not required. Only submit the number of offices other than the head office. Do not count offices outside RSA
5. Registered professional engineers, technicians or technologists' means those who are involved in the built industry as well as allied fields such as environmental professionals. Registered professionals of other disciplines (e.g. mechanical) are considered as employees only.

Head Office:	
Other Offices:	
Registered Professionals:	
Total Employees :	
%share in JV agreement	

SIGNED ON BEHALF OF THE TENDERER:.....



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FORM N: PROPOSED KEY PERSONNEL

The Tenderer shall list below the key personnel whom he proposes to employ on the project should his Tender be accepted,

No	Name	Qualification	Designation for the project tendered for

Provide two paged CV of Each key Personnel to be used in this project.

Each CV should give at least the following:

- Position in the firm and within the organisation of this assignment
- PDI Status (describing population group, gender and disabilities)
- Proof of Educational qualifications
- Proof of Professional Registrations
- Relevant experience (actual duties performed, involvement and responsibility), including locations, dates and durations of assignments, starting with the latest.
- Language proficiency and
- References (company name, individual name, position held, contact details)

(Affix the CV's and Attachments in a form of a booklet to the following Page.)



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ATTACH CV'S OF KEY PERSONNEL TO THIS PAGE

FORM O: SCHEDULE OF PREVIOUS EXPERIENCE

The procedure for the evaluation of responsive Bids will be on the average of the **previous projects** where the firm was involved. Reference of clients **MUST** be provided.

Evaluation of the Tenderer's position in terms of his previous experience. Emphasis will be placed on the following:

- Experience in the relevant technical field
- Experience of contracts of similar size
- At least three of the references will be contacted to obtain their input.

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. **This information is material to the award of the Contract.**

[illegible]

FORM P: SCHEDULE OF CURRENT PROJECTS

Provide the following information on current projects

[illegible]

FORM Q: SCHEDULE OF INFRASTRUCTURE AND RESOURCES

Provide information on the following:

Infrastructure and resources available for this project:

1. Physical facilities and Buildings.

Description	Address	Owned / leased

2. Equipment

Provide information on equipment and resources that you have available for this project.

(Include list of equipment relevant to the project and that will align to the evaluation criteria)

[illegible]

3. Vehicles

Provide information on vehicles that you have available for this project.

Description:	Number of units	Registration Number

4. Size of enterprise and current workload

What was your turnover in the previous financial year? -----

What is the estimated turnover for your current financial year? -----

FORM R: SCHEDULE OF PROPOSED SUB-CONSULTANTS

Are / Do you have sub-consultants?

YES

NO

If yes, complete the below

[illegible]

FORM S: RECORD OF ADDENDA TO TENDER DOCUMENTS

Was there an addendum issued?

If yes, fill or attached the communication that you received.

YES	NO
-----	----

We confirm that the following communication received from the Employer before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer:

	Date	Title of Details

An addendum is any communication issued by Emalahleni Local Municipality after the briefing session

EMALAHLENI LOCAL MUNICIPALITY



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THE CONTRACT

THE CONTRACT

Part C1: Agreements and Contract Data

- C1.1 Form of Offer and Acceptance
- C1.2 Contract Data

Part C2: Pricing Data

- C2.1 Pricing Instructions
- C2.2 Bill of quantities

Part C3: Scope of Work

- C3 Scope of Work

Part C4 : Additional Relevant Documents

- C4.1 Supply Chain Management Policy

EMALAHLENI LOCAL MUNICIPALITY



AGREEMENTS AND CONTRACT DATA

Part C1: Agreements and Contract Data

C1.1 Form of Offer and Acceptance

C1.2 Contract Data

FORM C.1.1**FORM OF OFFER AND ACCEPTANCE****OFFER**

The Employer, identified in the Acceptance signature block, has solicited offers to enter a contract in respect of the following works:

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

By the representative of the Tenderer, deemed to be duly authorized, signing this part of this Form of Offer and Acceptance, the Tenderer offers to perform all of the obligations and liabilities of the 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 OF THE PRICES EXCLUSIVE OF VALUE ADDED TAX IS

.....

..... Rand (in words); R (In figures).

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

.....

..... Rand (in words); R (In figures).

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

Signature(s)_____

Name(s) _____

Capacity_____

For the tenderer_____

(Name and address of organization)

Name & Signature Of Witness_____

Name: _____ Date: _____

ACCEPTANCE

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

The terms of the contract are contained in:

Part 1 Agreements and Contract Data (which includes this Agreement)

Part 2 Pricing Data

Part 3 Scope of Work

Part 4 Additional Documentation

and drawings and documents or parts thereof, which may be incorporated by reference into Parts 1 to 4 above.

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

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

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

Signature(s)_____

Name(s)_____

Capacity_____

For the tenderer_____
(Name and address of organization)

Name & Signature of Witness_____

Name _____ Date_____

SCHEDULE OF DEVIATIONS

Notes:

1. The extent of deviations from the tender documents issued by the Employer prior to the tender closing date is limited to those permitted in terms of the Conditions of Tender.
2. A Tenderer'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 tender 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 tender 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

5 Subject

Details

6 Subject

Details

By the duly authorised representatives signing this Schedule of Deviations, the Employer and the Tenderer agree to and accept the foregoing Schedule of Deviations as the only deviations from and amendments to the documents listed in the Tender Data and addenda thereto as listed in the Tender Schedules, as well as any confirmation, clarification or change to the terms of the Offer agreed by the Tenderer and the Employer during this process of Offer and Acceptance. It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the tender documents and the receipt by the Tenderer of a completed signed copy of this Agreement shall have any meaning or effect in the contract between the parties arising from this Agreement.

FOR THE TENDERER:

Signatures (s) _____

Name(s) _____

Capacity _____

(Name and address of Organization)

Name & Signature of Witness: _____

Date: _____

FOR THE EMPLOYER

Signatures (s) _____

Name(s) _____

Capacity _____

(Name and address of Organization)

Name & Signature of Witness _____

Date _____

CONTRACT DATA

DATA PROVIDED BY THE EMPLOYER

	Data
1	<p>The Name of the Employer is Emalahleni Local Municipality</p> <p>The address of the Employer is: 29 Mandela Street Emalahleni 1035</p> <p>P O Box 3 Emalahleni 1035</p> <p>Telephone: 013 690 6219 Facsimile: 013 690 6207</p>
2	<p>The Project is for Emalahleni Local Municipality; Projects No: ELM 18/2025 Appointment of Panel of Professional Legal Service Providers for a period of 36 months for Emalahleni Local Municipality.</p>
3	<p>The project shall be for a period of 36 (Thirty- Six) months with effect from the date of appointment of the Service Provider.</p>
4	<p>The Service Provider may not release public or media statements or publish material related to the Services or Project without the written approval of the Employer.</p>
5	<p>The Service provision shall be as per scope on the letter of appointment</p>
6	<p>This project shall be subject to a service level agreement upon appointment.</p>
7	<p>The client shall not be responsible for any overtime worked or overtime payments made to the personnel of the Service Provider.</p>
8	<p>Copyright of document prepared for the project shall be vested with the Emalahleni Local Municipality</p>
9	<p>Settlement of dispute is to be in terms of the Supply Chain Management Policy of the Emalahleni Local Municipality, not excluding the provisions provided for in terms of rules / laws governing dispute resolution and employing services of the courts to remedy any dispute that may arise.</p>

PART 1: DATA PROVIDED BY THE SERVICE PROVIDER

1.	<p>The Service Provider is</p> <p>Address:</p> <p>Telephone:</p> <p>Facsimile:</p>																		
2	<p>The authorised and designated representative of the Service Provider is:</p> <p>Name:</p> <p>The address for receipt of communications is:</p> <p>Telephone:</p> <p>Facsimile:</p> <p>Address:</p>																		
3	<p>The Key Persons and their jobs / functions in relation to the services are:</p> <table border="1"><thead><tr><th>No</th><th>Name</th><th>Specific Duties</th></tr></thead><tbody><tr><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td></tr></tbody></table>	No	Name	Specific Duties															
No	Name	Specific Duties																	

C.2.1 PRICING INSTRUCTIONS

1. All activities must be invoiced on a monthly basis, based on the completion of the activity but not exceeding the allocated budget that has been priced for that activity.
2. Payment will be based on the completion of activities provided that reasonable progress towards the completion of the activity within the estimated budget is demonstrated.
3. The total price for the activities shall not be exceeded without the prior written approval and agreement of the Client.
4. The Schedule of Activities and the Bills of Quantities comprises items covering the service provider's profit and costs of general liabilities and includes costs of all services.
5. **All rates and amounts must be completed by hand in black ink.**
6. The schedule items covering the service provider's profit or general liabilities and the construction of temporary and permanent risk.
7. Although the tenderer is at liberty to insert a rate at his own choice for each item in the schedule, his attention is drawn to the fact that the employer has the right, under various circumstances, to payment for additional work carried out and that the engineer is obliged to base his assessment and the payment to be paid for such additional work on the rates inserted in the schedule by the tenderer.
8. The prices and rates to be inserted in the schedule of quantities are to be the full inclusive prices to be the employer for the work described under several items. The prices shall be exclusive of Value Added Tax (VAT). Such prices shall cover all costs and expenses that may be required in and for the work described, and shall cover the cost of all general risks, liabilities and obligations set forth or implied in the document on which the tender is based.
9. In the event of the tenderer failing to price any item it will be construed that the tenderer has made adequate allowance under other items for all labour, material and costs required, for the exclusion, not only for the quantum of work covered by the unpriced item, but also for any increase in the said quantum which may have to be undertaken during the course of the contract.
10. For the purposes of this Schedule of Activities and Bills of Quantities, the following words shall have the meanings hereby assigned to them:
 - Unit: The unit of measurement for each item of Service provided as defined in the Standardized, Project or Particular Specifications.
 - Quantity (Qty): The number of units of work/service provision for each item.
 - Rate: The payment per unit of work/provision of services at which the Tenderer Tenders to do the work.
 - Amount: The quantity of an item multiplied by the Tendered rate of the (same) item.
 - Sum: An amount Tendered for an item, the extent of which is described in the schedule of activities, the scope of works or elsewhere, but of which the quantity of work is not measured in units.

C 2.2. BILL OF QUANTITIES

BILL OF QUANTITIES / SUMMARY OF TOTAL OFFERED FEES

ITEM	PARTICULARS	RATES PER HOUR/PER ATTENDANCE					
		MAG COURT/CCMA/SALGBC/DC HEARING			HIGH, SUPREME AND LABOUR COURT		
		Lead Practitioner	Professional Assistant	Candidate Legal Practitioner	Lead Practitioner	Professional Assistant	Candidate Legal Practitioner
1a.	Taking instructions to sue or defend or counterclaim and considering merits therein. Consultation with Officials, Witnesses, Counsel etc.						
1b.							
2a.	Litigation: Attendance in High Court, Labour Court, Appeal Court, where Counsel is appointed.						
2b.	Litigation: Attendance in High Court, Labour Court, Appeal Court, where Counsel is not appointed.						
3	Litigation: Attendance in Magistrates Court.						
4	Litigation: Attendance in Bargaining Council, CCMA or Arbitrations						
5	Handling Disciplinary Hearings						
6	Legal Opinions						
7	Preparing for Court Cases						
8	Perusal of documents						
9	Drawing up of documents						
10	Township opening and registration						
11	Transfer and registration of immovable properties						
12	Notary and conveyancing						
13	Drafting of correspondence						
14a.	Drafting of Notices.						
14b.	Drafting of Founding Papers, Pleadings and other Affidavits						
15	Drafting and issuing summons, applications and/or motions						
16	Notice of Bar and other Pre Trial Notices						
17	Telephone call attendances						

18	Travelling time						
19	Travelling costs						
20.	Skills Transfer						
	TOTAL FEES (per Year)						
	GRAND TOTAL						
	VAT @ 15%						
	TOTAL (Including VAT)						
	GRAND TOTAL FOR ALL THREE (03) YRS						

The Prices are subject to annual review.

EMALAHLENI LOCAL MUNICIPALITY



APPOINTMENT OF A PANEL FOUR PROFESSIONAL LEGAL SERVICE PROVIDERS FOR A PERIOD OF THIRTY-SIX (36) MONTHS FOR EMALAHLENI LOCAL MUNICIPALITY

SCOPE OF WORK

The Department: Legal Services of Emalahleni Local Municipality reporting to the Directorate: Corporate Services is responsible for the provision of objective, value adding and innovative legal advisory services to ELM. The Department: Legal Services thus ensures that ELM's legal risks are managed adequately to reduce its exposure to litigation.

To this end, ELM seeks to establish a panel of Registered Legal Service Providers from whom assistance will be sought as and when the need for independent legal advice and representation arises. Therefore, ELM seeks to invite applications from qualified Registered Legal Professional Service Providers with one or more of the following areas of experience and expertise:

- **GENERAL LITIGATION AND DISPUTE RESOLUTION**
This includes, but is not limited to previous experience and expertise in the Magistrate's Court and High Court for general and commercial litigation, dispute resolution, third party and personal injury law etc.
- **EMPLOYMENT AND LABOUR LAW**
This includes, but is not limited to drafting and vetting of and advising on various labour related documents, legislation and policies. Service providers must also indicate experience on any dispute resolution, including representation at various dispute resolution forums in industrial relations matters including but not limited to DB Hearings, CCMA, SALGBC and Labour Court.
- **PROPERTY LAW/CONVEYANCING AND NOTARY LAW**
This includes, but is not limited to drafting and vetting of agreements relating to land acquisition, expropriation, registration of servitudes and registration of transfer of immovable properties and related advice.

- **ADMINISTRATIVE LAW**

This includes the provision of opinions and advisory services in respect of regulatory and compliance matters relating to, but not limited to, Municipal Finance Management Act, Financial Intelligence Centre Act, Promotion of Administrative Justice Act, Protection of Personal Information Act, Promotion of Access to Information Act and procurement related legislation.

- **CONSTRUCTION LAW**

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

- **WATER SANITATION LAW**

This includes drafting of opinions, directives and contracts relating to aspects of water and sanitation law.

- **ENVIRONMENTAL LAW**

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

- **CONTRACT LAW**

This includes but is not limited to drafting and vetting of various agreements, opinions and contract management processes.

- **PROCUREMENT LAW**

This includes but is not limited to Service Providers with previous experience in procurement related matters including provision of opinions and advisory services on procurement related legislation.

- **ADVISORY, GOVERNANCE, COMPLIANCE AND REGULATORY**

This includes but is not limited to the provision of opinions and advisory services in respect of corporate governance matters relating, but not limited to King 3, Companies Act, Municipal Systems Act, Municipal Structures Act, Municipal Finance Management Act, Spatial Planning and Land Use Management Act and other legislative prescripts.

- GENERAL AND FORENSIC INVESTIGATIONS

This shall include investigation of any allegations of misconduct, wasteful, irregular, unauthorized and fruitless expenditure.

The firm of Attorneys MUST have a working knowledge in amongst others, the following areas of law:

<u>NO.</u>	<u>CATEGORY</u>	<u>INDICATE THE FIRM'S AREA OF SPECIALTY</u>
1.	<u>Construction Law, Including The Built Environment Legislative Framework</u>	
2.	<u>Municipal Finance Management Legislative Framework</u>	
3.	<u>Information Technology Law</u>	
4.	<u>Property Law</u>	
5.	<u>Company Law</u>	
6.	<u>Insolvency Law</u>	
7.	<u>Labour Law</u>	
8.	<u>Law Of Contract</u>	
9.	<u>Interpretation Of Statutes</u>	
10.	<u>Administrative Law</u>	
11.	<u>Arbitration Proceedings</u>	
12.	<u>Debt Collection</u>	
13.	<u>Access To Information Regulatory Framework</u>	
14.	<u>Protection Of Personal Information Regulatory Framework</u>	
15.	<u>Intellectual Property Law</u>	
16.	<u>General Litigation</u>	