



Ekurhuleni Housing Company

EKURHULENI HOUSING COMPANY (EHC) Soc

PROCUREMENT SECTION
BID NO: : EHCPOL/04/23:

INVITATION TO BID FOR THE APPOINTMENT TO THE PANEL OF ATTORNEYS FOR A PERIOD
OF THREE YEARS FROM DATE OF APPOINTMENT

CLOSING DATE: **31 MAY 2021 @ 11:00am**

NAME OF BIDDER
CONTACT PERSON:
STREET ADDRESS:
POSTAL ADDRESS:
CONTRACT AMOUNT:
TEL:.....CELL:.....
FAX:.....E-MAIL:.....

Hanover Building,
Corner Hendrick Potgieter &
7th Avenue
Edenvale
1609
Tel: 011 825 0158
Fax: 011 825 014

CHIEF EXECUTIVE
OFFICER EKURHULENI
HOUSING COMPANY

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PART A

ADMINISTRATIVE REQUIREMENTS IN TERMS OF THE SUPPLY CHAIN MANAGEMENT POLICY

1. CHECKLIST

PLEASE ENSURE THAT THE FOLLOWING FORMS HAVE BEEN DULY COMPLETED AND SIGNED AND THAT ALL DOCUMENTS AS REQUESTED, ARE ATTACHED TO THE TENDER DOCUMENT:

1.	Authority to Sign a Bid Is the form duly completed and is a certified copy of the resolution attached?	
2.	General Conditions of Contract All pages must be initialled	
3.	Tax Clearance Certificate Is an ORIGINAL and VALID Tax Clearance Certificate attached?	
4.	MBD 4 (Declaration of Interest) Is the form duly completed and signed?	
5.	MBD 6.1 (Preference Points claim form for purchases/services) Is the form duly completed and signed? Is a CERTIFIED copy of B-BBEE Certificate or the original B-BBEE certificate attached?	
7.	MBD 8 (Declaration of Past Supply Chain Practices) Is the form duly completed and signed?	
8.	MBD 9 (Certificate of Independent Bid Determination) Is the form duly completed and signed?	
9.	MBD 15 (Certificate of Payment of Municipal Accounts) Is the form duly completed and signed? Are the identity numbers, residential addresses and municipal account numbers of ALL members, partners, directors, etc. provided on the form as requested?	
10.	Form of Indemnity Is the form duly completed and signed?	
11.	Pricing Schedule Is the schedule duly completed and signed?	
12.	Particulars of projects of similar value and complexity Is the schedule duly completed and signed?	
13.	Details of bidder's management team Is the schedule duly completed and signed?	
14.	Details of the bidder's technical team Is the schedule duly completed and signed?	

SIGNATURE:	
NAME (PRINT):	
CAPACITY:	
DATE:	
NAME OF COMPANY:	

2. TENDER NOTICE & INVITATION TO TENDER

TENDERNO: EHCPOL/04/23
THE APPOINTMENT OF PANEL OF ATTORNEYS FOR A PERIOD OF THREE YEARS FROM THE DATE OF APPOINTMENT

Tenders are hereby invited for :

INVITATION TO BID: THE APPOINTMENT OF PANEL OF ATTORNEYS FOR A PERIOD OF THREE YEARS

The period of appointment to the panel will for a non-renewable period of three (3) years

Tender documents, in English, is downloadable from the EHC website www.ehco.org.za under tender reference **EHCPOL/04/23**

Clearly endorsed on the envelope must be deposited in the Tender Box at the offices of EHC Hanover Building Corner Hendrick Potgieter and 7th Avenue, Edenvale 1609.

Bids may only be submitted on the bid documentation provided by EHC.

The closing date and time of the tender is **on the 31ST May 2023 at 11h00am** and tenders will be opened immediately and publicly.

Tenders must be valid for 120 days after the closing date. Tenders will be evaluated in two stages: first stage(Preliminary disqualifying criteria) and second stage(Functionality)

EHC does not bind itself to accept the lowest or any tender and reserves the right to accept any tender, as it may deem expedient.

Tenders are subject to the Standard Conditions of Tender and the Supply Chain Management Policy of EHC.

Tender document inquiries to **SCM department** johnb@ehco.org.za / leratom@ehco.org.za or tell: 011 825 0158/1

3. AUTHORITY TO SIGN BID

1. COMPANES

If a Bidder is a company, a certified copy of the resolution by the Board of Directors, duly signed, authorising the person who signs this bid to do so, as well as to sign any contract resulting from this bid and any other documents and correspondence in connection with this bid and/or contract on behalf of the company **must be submitted with this bid**, that is, before the closing time and date of the bid.

AUTHORITY BY BOARD OF DIRECTORS

By resolution of the Board of Directors on _____ 20____,

Mr/Mrs _____ (whose signature appears below) has

been duly authorised to sign all documents in connection with this bid on behalf of

_____ (Name of Company) in

his/her capacity _____

FULL NAME OF DIRECTOR	RESIDENTIAL ADDRESS	SIGNATURE

SIGNED ON BEHALF OF COMPANY:		DATE:
PRINT NAME:		
WITNESS 1:		WITNESS 2:

2. SOLE PROPRIETOR (SINGLE OWNER BUSINESS)

I, _____, the undersigned, hereby confirm that I am the sole owner of
the business trading as _____

SIGNED ON BEHALF OF COMPANY:		DATE:
PRINT NAME:		
WITNESS 1:		WITNESS 2:

3. PARTNERSHIP

We, the undersigned partners in the business trading as _____

hereby authorise Mr/Ms _____ to sign this bid as well as any contract resulting from the bid and any other documents and correspondence in connection with this bid and/or contract for and behalf of _____ (name of firm).

The following particulars of every partner must be furnished and signed by every partner.

FULL NAME OF PARTNER	RESIDENTIAL ADDRESS	SIGNATURE
SIGNED ON BEHALF OF COMPANY:		DATE:
PRINT NAME:		
WITNESS 1:		WITNESS 2:

4. CLOSE CORPORATION

In case of a close corporation submitting a bid, a resolution by its members, authorising a member or other official of the corporation to sign the documents on their behalf, **shall be included with the bid.**

By resolution of members at a meeting on _____ 20__ at

_____, Mr/Ms _____, whose signature appears below, has been authorised to sign all documents in connection with this bid on behalf of (Name of Close Corporation) _____

FULL NAME OF MEMBER	RESIDENTIAL ADDRESS	SIGNATURE

SIGNED ON BEHALF OF CLOSE CORPORATION:		DATE:
PRINT NAME:		
IN HIS/HER CAPACITY AS:		
WITNESS 1:		WITNESS 2:

4. GENERAL CONDITION OF CONTRACT – GOVERNMENT REQUIREMENT
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1. Definitions

The following terms shall be interpreted as indicated:

- 1.1. "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
- 1.2. "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.3. "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
- 1.4. "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
- 1.5. "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally
- 1.6. "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 1.7. "Day" means calendar day.
- 1.8. "Delivery" means delivery in compliance of the conditions of the contract or order.
- 1.9. "Delivery ex stock" means immediate delivery directly from stock actually on hand
- 1.10. "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
- 1.11. "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
- 1.12. "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable.
- 1.13. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.14. "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.15. "GCC" means the General Conditions of Contract.
- 1.16. "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.17. "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.18. "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.19. "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.20. "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.21. "Project site" where applicable, means the place indicated in bidding documents.
- 1.22. "Purchaser" means the organization purchasing the goods.
- 1.23. "Republic" means the Republic of South Africa.
- 1.24. "SCC" means the Special Conditions of Contract.
- 1.25. "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.

- 1.26. "Supplier" means the successful bidder who is awarded the contract to maintain and administer the required and specified service(s) to the State.
- 1.27. "Tort" means in breach of contract.
- 1.28. "Turnkey" means a procurement process where one service provider assumes total responsibility for all aspects of the project and delivers the full end product / service required by the contract.
- 1.29. "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.

2. Application

- 2.1. These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2. Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3. Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

- 3.1. Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2. Invitations to bid are usually published in locally distributed news media and on the municipality / municipal entity website.

4. Standards

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

5. Use of contract documents and information; inspection.

- 5.1. The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.
- 5.2. The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3. Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
- 5.4. The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent rights

- 6.1. The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.
- 6.2. When a supplier developed documentation / projects for the municipality / municipal entity, the intellectual, copy and patent rights or ownership of such documents or projects will vest in the municipality / municipal entity.

7. Performance security

- 7.1. Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
- 7.2. The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3. The performance security shall be denominated in the currency of the contract or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:

- 7.3.1. bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
- 7.3.2. a cashier's or certified cheque
- 7.4. The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified.

8. Inspections, tests and analyses

- 8.1. All pre-bidding testing will be for the account of the bidder.
- 8.2. If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspections tests and analysis, the bidder or contractor's premises shall be open, at all reasonable hours, for inspection by a representative of the purchaser or an organization acting on behalf of the purchaser.
- 8.3. If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4. If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the goods to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5. Where the goods or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such goods or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6. Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7. Any contract goods may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected goods shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with goods which do comply with the requirements of the contract. Failing such removal the rejected goods shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute goods forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected goods, purchase such goods as may be necessary at the expense of the supplier.
- 8.8. The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 22 of GCC.

9. Packing

- 9.1. The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 9.2. The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, and in any subsequent instructions ordered by the purchaser.

10. Delivery

Delivery of the goods shall be made by the supplier in accordance with the documents and terms specified in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified.

11. Insurance

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

12. Transportation

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

13. Incidental

- 13.1. The supplier may be required to provide any or all of the following services, including additional services, if any:
- 13.1.1. performance or supervision of on-site assembly and/or commissioning of the supplied goods;
 - 13.1.2. furnishing of tools required for assembly and/or maintenance of the supplied goods;
 - 13.1.3. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
 - 13.1.4. performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
 - 13.1.5. training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.
- 13.2. Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

14. Spare parts

- 14.1.1. As specified, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:
- 14.1.2. such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and;
- 14.1.3. in the event of termination of production of the spare parts:
- 14.1.3.1. advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
 - 14.1.3.2. following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

- 15.1. The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
- 15.2. This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.
- 15.3. The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- 15.4. Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 15.5. If the supplier, having been notified, fails to remedy the defect(s) within the period specified, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. Payment

- 16.1. The method and conditions of payment to be made to the supplier under this contract shall be specified.
- 16.2. The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.

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

16.4. Payment will be made in Rand unless otherwise stipulated.

17. Prices

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

18. Variation orders

In cases where the estimated value of the envisaged changes in purchase does not vary more than 10% of the total value of the original contract, the contractor may be instructed to deliver the goods or render the services as such. In cases of measurable quantities, the contractor may be approached to reduce the unit price and such offers, may be accepted provided that there is no escalation in price.

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

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

21.2. If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

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

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

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

22. Penalties

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

23. Termination for default

- 23.1. The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
- 23.1.1. if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
 - 23.1.2. if the Supplier fails to perform any other obligation(s) under the contract; or
 - 23.1.3. if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 23.2. In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.
- 23.3. Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.
- 23.4. If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the supplier as having no objection and proceed with the restriction.
- 23.5. Any restriction imposed on any person by the purchaser will, at the discretion of the purchaser, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the purchase actively associated.
- 23.6. If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
- 23.6.1. the name and address of the supplier and / or person restricted by the purchaser;
 - 23.6.2. the date of commencement of the restriction
 - 23.6.3. the period of restriction; and
 - 23.6.4. the reasons for the restriction.
- These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.
- 23.7. If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

24. Anti-dumping and countervailing duties and rights

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

25. Force Majeure

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

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

26. Termination for insolvency

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

27. Settlement of Disputes

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

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

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

27.4. Notwithstanding any reference to mediation and/or court proceedings herein,

27.4.1. the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and

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

28. Limitation of liability

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

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

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

29. Governing language

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

30. Applicable law

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

31. Notices

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

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

32. Taxes and duties

- 32.1. A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2. A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3. No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid SARS must have certified that the tax matters of the preferred bidder are in order.
- 32.4. No contract shall be concluded with any bidder whose municipal rates and taxes and municipal services charges are in arrears.
- 33. Transfer of contracts**
The contractor shall not abandon, transfer, cede, assign or sublet a contract or part thereof without the written permission of the purchaser.
- 34. Amendment of contracts**
No agreement to amend or vary a contract or order or the conditions, stipulations or provisions thereof shall be valid and of any force unless such agreement to amend or vary is entered into in writing and signed by the contracting parties. Any waiver of the requirement that the agreement to amend or vary shall be in writing, shall also be in writing.
- 35. Prohibition of restrictive practices.**
- 35.1. In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder(s) is / are or a contractor(s) was /were involved in collusive bidding.
- 35.2. If a bidder(s) or contractor(s) based on reasonable grounds or evidence obtained by the purchaser has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in section 59 of the Competition Act No 89 Of 1998.
- 35.3. If a bidder(s) or contractor(s) has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or

5. GENERAL CONDITIONS OF TENDER

1. Sealed tenders, with the “**Tender Number and Title**” clearly endorsed on the envelope, must be deposited in the **tender box indicated** at the offices of EHC, Handover Building Corner Hendrick potgieter and 7th Avenue, Edenvale 1609.
2. The tender must be lodged by the Tenderer in the tender box
Please Note:
 - **Mailed, telegraphic or faxed tenders will not be accepted.**
 - **Documents may only be completed in black ink.**
 - **The use of correction fluid/tape on the bid documents is not allowed. If there is an error, draw a line through it, initial and / or sign next to it and make the correction directly above /below/next to it.**
 - **All bids must be submitted in writing on the official forms supplied (not to be re-typed)**
 - **All prices shall be quoted in South African currency and be INCLUSIVE of VAT.**

3. Any Tender received after the appointed time for the closing of Tenders shall not be considered but shall be filed unopened with the other Tenders received or may be returned to the Tenderer at his request.
4. Tenders may not be telefaxed to the EHC and therefore any tenders received by fax will **not** be considered.
5. Tenders shall be opened in public at EHC's Offices as soon as possible after the closing time for the receipt of tenders.
7. Alterations or deletions not signed by the Tenderer may render the tender invalid.
8. EHC shall have the right to summarily disqualify any Tenderer who, either at the date of submission of this tender or at the date of its award, is indebted to the Municipality in respect of any rental, levies, rates and/or service charges; ALTERNATIVELY;
9. That an agreement be signed whereby the Tenderer agrees that a percentage or fixed amount at the discretion of the Municipality, be deducted from payments due to him for this tender, until the debt is paid in full.
10. The tenderer shall declare and submit **all** the Municipal account numbers for which the enterprise or the proprietors or directors in their personal capacity is/ are responsible or co-responsible.
11. All prices shall be quoted in South African currency and be **INCLUSIVE** of VAT.
12. This bid will be evaluated and adjudicated according to the following criteria:
 Relevant specifications
 Value for money
 Capability to execute the contract
 PPPFA & associated regulations
- 13. Invoices**
 All invoices must be forwarded to the following address:
 EHC
 Block A Hanover Square
 Cnr Hendrick Potgieter Street & 7th Avenue
 Edenvale
- 14. Value-Added Tax (VAT)**
 - 14.1. Tax invoices are to comply with the requirements as contained in the Value Added Tax Act, Act 89 of 1991. The content of the invoice must contain sufficient information for audit purposes.
 - 14.2. It is a requirement of this contract that the amount of value-added tax (VAT) must be shown clearly on each invoice.
 - 14.3. The amended Value-Added Tax Act requires that a Tax Invoice for supplies in excess of R3,000 should, in addition to the other required information, also disclose the VAT registration number of the recipient, with effect from 1 March 2005.
 - 14.4. The VAT registration number of EHC is:
 .
- 15. Standard Payment Terms**
 - 15.1. All money owed by EHC must be paid within 30 calendar days of receiving the relevant invoice or statement, unless prescribed otherwise for certain categories of expenditure.

6. MBD 2 – 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 Services (SARS) to meet the bidder's tax obligations.

1. In order to meet this requirement, bidders are required to complete in full the TCC 0001 form, "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 accepted.
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 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

7. MBD 4 – DECLARATION OF INTEREST

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

3.1	Full Name													
3.2	Identity Number													
3.3	Company Registration Number													

3.4	Tax Reference Number	
3.5	VAT Registration Number	
3.6	Are you presently in the service of the state* YES / NO	
3.6.1	If so, furnish particulars.	

3.7	Have you been in the service of the state for the past twelve months? YES / NO	
3.7.1	If so furnish particulars	
3.8	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	
3.8.1	If so furnish particulars	
3.9	Are you, aware of any relationship (family, friend, other) between a 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	

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

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

3.9.1	If so furnish particulars	
3.10	Are any of the company's directors, managers, principal shareholders in the service of the state? YES / NO	
3.10.1	If so furnish particulars	
3.11	Are any spouse, child or parent of the company's directors, managers, principal shareholders or stakeholders in the service of the state? YES / NO	
3.11.1	If so furnish particulars	

4. DECLARATION

I, the undersigned (name) _____, certify that the information furnished in paragraph 3 above is correct.

I accept that the state may act against me should this declaration prove to be false.

SIGNATURE		DATE	
NAME OF SIGNATORY			
POSITION			
NAME OF COMPANY			

8. MBD 6.1 PREFERENCE POINTS CLAIM FORM IN TERMS OF PREFERENTIAL PROCUREMENT REGULATIONS 2011 – PURCHASES/SERVICES (80/20)

Before completing this form, bidders must study the general conditions, definitions and directives applicable in respect of B-BBEE, as prescribed in the Preferential Procurement Regulations, 2011.

5. GENERAL CONDITIONS

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 R 50,000,000 (all applicable taxes included).

The value of this bid is estimated to be below 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 (80 points); and

(b) specific goals (20 points) as follows.

Bidders must provide proof for each of the specific goals stated below to claim points allocated for each one of the specific goals:

- i. Historically Disadvantaged people = 7 pts
- ii. Women = 3 pts
- iii. Youth = 3 pts
- iii. Person living with disability = 2 pts

- iv. Persons living with the Ekurhuleni demarcation = 2pts
- v. Job Creation indicate the number of new jobs to be created = 3 pts

1.3.1. The maximum points for this bid are allocated as follows:

	POINTS
1.3.1 Price	80
1.3.2 specific goals	20
Total points for Price and specific goals must not exceed	100

- 1.4. Failure on the part of a bidder to fill in and/or to sign this form and provide proof for all specific goals listed Above will be interpreted to mean that preference points for specific economic goals status level of contribution are not claimed.
- 1.5. Failure on the part of a bidder to submit a B-BBEE Verification Certificate from Verification Agency accredited by the South African Accreditation System (SANAS) or a Registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA) or an Accounting Officer as contemplated in the Close Corporation Act (CCA) together with the bid will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.
- 1.6. The Municipality reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the Municipality.

2. DEFINITIONS

- 2.1. "All Applicable Taxes" includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- 2.2. "B-BBEE" means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- 2.3. "B-BBEE status level of contributor" means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- 2.4. "Bid" means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;
- 2.5. "Broad-Based Black Economic Empowerment Act" means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- 2.6. "Comparative Price" means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;
- 2.7. "Consortium or Joint Venture" means an association of persons for the purpose of combining their expertise, property, capital, efforts, skills and knowledge in an activity for the execution of a contract;
- 2.8. "Contract" means the agreement that results from the acceptance of a bid by an organ of state;
- 2.9. "EME" means any enterprise with annual total revenue of R5 million or less (except where Sector Charter Thresholds apply);

- 2.10. *"Firm Price"* means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- 2.11. *"Functionality"* means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;
- 2.12. *"Non-firm Prices"* means all prices other than "firm" prices;
- 2.13. *"Person"* includes a juristic person;
- 2.14. *"Rand Value"* means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;
- 2.15. *"Sub-contract"* means the primary contractor's assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract;
- 2.16. *"Total Revenue"* bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the Government Gazette on 9 February 2007;
- 2.17. *"Trust"* means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and
- 2.18. *"Trustee"* means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

3. ADJUDICATION USING A POINT SYSTEM

- 3.1. The bidder obtaining the highest number of total points will be awarded the contract.
- 3.2. Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts;
- 3.3. Points scored must be rounded off to the nearest 2 decimal places.
- 3.4. In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for B-BBEE.
- 3.5. However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for B-BBEE, the successful bid must be the one scoring the highest score for functionality.
- 3.6. Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

4. POINTS AWARDED FOR PRICE

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

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

80/20 or 90/10

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

Where

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

6. Points awarded for specific goals Level of Contribution

7. In terms of regulation (3) and 4 of the new Preferential Procurement Regulations of 2022, preference points must be awarded to a bidder for attaining the each of the specific goals level of contribution in accordance with the table below:

Specific goals	Number of points (80/20 system)	Number of points (80/20 system)
Historically Disadvantaged people	7	7
Women	3	3
Youth	3	3
Person living with disability	2	2
Persons living with the Ekurhuleni demarcation	2	2
Job Creation indicate the number of new jobs to be created	3	3
Non-compliant contributor	0	0

- 5.2 Bidders who qualify as EMEs in terms of the specific goals must submit a certificate issued by an Accounting Officer as contemplated in the CCA or a Verification Agency accredited by SANAS or a Registered Auditor. Registered auditors do not need to meet the prerequisite for IRBA's approval for the purpose of conducting verification and issuing EMEs with B-BBEE Status Level Certificates.
- 5.3 Bidders other than EMEs must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.
- 5.4 A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.
- 5.5 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.
- 5.6 Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.
- 5.7 A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for

at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.

- 5.8 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

6. BID DECLARATION

6.1 Bidders who claim points in respect of specific goals Level of Contribution must complete the following:

6.1.2 Specific goals LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPH 1.3.1.2. AND 5.1	
6.1.2.1. Specific goals Status Level of Contribution as reflected on the B-BBEE Certificate	
6.1.2.2. Points claimed in respect of Level of Contribution (maximum of 20 points)	

(Points claimed in respect of paragraph 6.1 must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or a Registered Auditor approved by IRBA or an Accounting Officer as contemplated in the CCA).

7. SUB-CONTRACTING

7.1 Will any portion of the contract be sub-contracted? (Tick applicable box)	YES		NO	
7.1.1. If yes indicate:				
7.1.1.1. what percentage of the contract will be sub-contracted?				%
7.1.1.2. the name of the sub-contractor				
7.1.1.3. the B-BBEE status level of the sub-contractor?				
7.1.1.4. whether the sub-contractor is an EME? (Tick applicable box)	YES		NO	

1. 8. DECLARATION WITH REGARD TO COMPANY / FIRM

Name of Enterprise			
VAT registration number			
Company registration number			
TYPE OF ENTERPRISE <i>(Tick applicable box)</i>	Partnership/Joint Venture/Consortium		
	One person business / sole proprietor		
	Company		
	Close Corporation		
Describe principal business activities			

Company Classification <i>(Tick applicable box)</i>	Manufacturer	
	Supplier	
	Professional service provider	
	Other service providers, e.g. transporter, etc.	
TOTAL NUMBER OF YEARS THE ENTERPRISE HAS BEEN IN BUSINESS		

9. I / we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contribution indicated in paragraph 7 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:
- (i) The information furnished is true and correct;
 - (ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form.
 - (iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 7, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
 - (iv) If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution

SIGNATURE OF BIDDER(S):			
WITNESS 1:		WITNESS 2:	
DATE:			

ADDRESS:	

10. DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

1. This Municipal Bidding Document must form part of all bids invited.
2. It serves as a declaration to be used by municipalities and municipal entities in ensuring that when goods and services are being procured; all reasonable steps are taken to combat the abuse of the supply chain management system.
3. The bid of any bidder may be rejected if that bidder or any of its directors have:
 - a. abused the municipality's / municipal entity's supply chain management system or committed any improper conduct in relation to such system;
 - b. been convicted for fraud or corruption during the past five years;
 - c. wilfully 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.

4.1.	Is the bidder or any of its directors listed on the National Treasury's database as a company or person prohibited from doing business with the public sector? <i>(Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the audi alteram partem rule was applied)</i>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1.	If so furnish particulars:		
4.2.	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004) <i>(To access this Register enter the National Treasury's website, www.treasury.gov.za, click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 3265445).</i>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1.	If so furnish particulars:		

4.3.	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1.	If so furnish particulars:		
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"/>
4.5.1	If so furnish particulars:		

5. CERTIFICATION

I, the undersigned (full name), _____, certify that the information furnished on this declaration form true and correct.

I accept that, in addition to cancellation of a contract, action may be taken against me should this declaration prove to be false.

SIGNATURE:		NAME (PRINT)	
CAPACITY:		DATE	
NAME OF FIRM:			

11. MBD 9 CERTIFICATE OF INDEPENDENT BID DETERMINATION

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 *pe se* prohibition meaning that it cannot be justified under any grounds.
3. Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
 - a. take all reasonable steps to prevent such abuse;
 - b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
 - c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
4. This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
5. In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

CERTIFICATE OF INDEPENDENT BID DETERMINATION:

In response to the invitation for the bid made by:

I, the undersigned, in submitting the accompanying bid, hereby make the following statements that I certify to be true and complete in every respect:

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:

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.

- (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:
 - f) prices;
 - g) geographical area where product or service will be rendered (market allocation)
 - h) methods, factors or formulas used to calculate prices;
 - i) the intention or decision to submit or not to submit, a bid;
 - j) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - k) 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:		NAME (PRINT)	
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CAPACITY:		DATE	
NAME OF FIRM:			

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

12. MBD15 CERTIFICATE FOR PAYMENT OF MUNICIPAL SERVICES

NAME OF THE BIDDER: _____

FURTHER DETAILS OF THE BIDDER’S; Director / Shareholder / Partners, etc.:

Director /Shareholder / partner	Physical address of the Business	Municipal Account number (s)	Physical residential address of the Director / Shareholder / Partner	Municipal Account number (s)

NB: Please attach municipal accounts and or lease agreements if renting

I, _____,

(full name in block letters) the undersigned, certify that the information furnished on this declaration form is correct and that I / we have no undisputed commitments for municipal services towards a municipality in respect of which payment is overdue for more than 90 days.

If the value of the transaction is expected to exceed R10 million (VAT included) I certify that the bidder has no undisputed commitments for municipal services towards a **Municipality** in respect of which is overdue for more than 30 days.

THUS DONE AND SIGNED for and on behalf of the Bidder, at _____, on the

_____ day of _____ 20_____.

Number of sheets appended by the tenderer to this schedule (if nil, enter Nil)	
--	--

SIGNATURE:		NAME (PRINT):	
CAPACITY:		NAME OF FIRM:	

13. SECTION 37(2) OF THE OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 – OHASA

THIS IS IN TERMS OF

SECTION 37(2) OF THE OCCUPATIONAL HEALTH AND SAFETY ACT, 1993
(ACT 85 OF 1993)

BETWEEN:

(Employer)

AND

(Mandatory)

INTRODUCTION

The Occupational Health and Safety Act, 1993 (Act 85 of 1993) stipulates that the Chief Executive Officer is primarily responsible or liable for the health and safety of all his/her employees. This is embedded in Section 16(1) of the said Act. This responsibility or liability is also extended to include a mandatory that performs work on behalf of the employer on his/her premises.

A “mandatory” is defined in the said Act as: - *“Including an agent, contractor or subcontractor for work, but without derogating from his status in his own right as an employer or user”.*

In terms of Section 37(2), read with Section 41, of the said Act, it is legally possible for an employer to indemnify himself from this responsibility or liability regarding the actions of the mandatory. Section 37(2) stipulates that there should be a written agreement in place between the employer and the mandatory regarding the arrangements and procedures between them to ensure compliance by the mandatory with the provisions of the Occupational Health and Safety Act, 1993.

By ensuring that there is a written agreement in place, the Management _____ of _____ is acting in a responsible manner, so as to ensure that this requirement is indeed being met. In order to ensure that this written agreement is honoured at all times, regular inspections of work that is performed will be conducted and if found not complying with the said agreement, a notice of noncompliance will be issued. All work will be stopped and reasons for non-compliance must be given and what corrective action will be taken to rectify the situation must be stipulated.

WRITTEN AGREEMENT

This is a written agreement between

(Name of EMPLOYER)

And

(Name of the MANDATARY)

in terms Section 37(2) of the Occupational Health and Safety Act, 1993 (Act 85 of 1993) as amended.

I, _____ representing the MANDATARY do hereby acknowledge that (*mandatary*) is an employer in its own right with duties as prescribed in the Occupational Health and Safety Act, 1993 (Act 85 of 1993) as amended and agree to ensure that all work that will be performed, any article or substance that will be produced, processed, used, handled, stored or transported and plant and machinery that will be used, will be done in accordance with the provisions of the said Act.

I furthermore agree to comply with the Health and Safety requirements and to liaise with the employer should I, for whatever reason, be unable to perform in terms of this Agreement.

SIGNED ON BEHALF OF MANDATARY			
DATE		PLACE	
PLACE			
CAPACITY			
SIGNATURE			

SIGNED ON BEHALF OF EMPLOYER			
DATE		PLACE	
PLACE			
CAPACITY			
SIGNATURE			

COMPENSATION FOR OCCUPATIONAL INJURIES AND DISEASES ACT, 1993 (ACT 130 OF 1993)

_____ (Employer) has legal duty in terms of Section 89 of the said

Act to ensure that all contractors with whom agreements are entered into for the execution of work are registered as employers in accordance with the provisions of this Act and that all the necessary assessments have been paid by the contractor.

In order to enter into this agreement, the following information is needed regarding the above-mentioned:

Contractor's registration number with the office of the Compensation Commissioner:	
Proof that assessment has been paid:	A copy of a receipt must be handed in, in this regard.

SIGNATURE OF CONTRACTOR:	
DATE:	

14. FORM OF INDEMNITY

INDEMNITY

Given by (Name of Company) _____ of (registered address of Company) _____ a _____ company incorporated with limited liability according to the Company Laws of the Republic of South Africa (hereinafter called the Contractor), represented herein by (Name of Representative) _____ in his capacity as (Designation) _____ of the Contractor, is duly authorised hereto by a resolution dated _____ /20____, to sign on behalf of the Contractor.

WHEREAS the Contractor has entered into a Contract dated _____ / 20____, with EHC who require this indemnity from the Contractor.

NOW THEREFORE THIS DEED WITNESSES that the Contractor does hereby indemnify and hold harmless EHC in respect of all loss or damage that may be incurred or sustained by EHC by reason of or in any way arising out of or caused by operations that may be carried out by the Contractor in connection with the aforementioned contract; and also in respect of all claims that may be made against EHC in consequence of such operations, by reason of or in any way arising out of any accidents or damage to life or property or any other cause whatsoever; and also in respect of all legal or other expenses that may be incurred by EHC in examining, resisting or settling any such claims; for the due performance of which the Contractor binds itself according to law.

SIGNATURE OF CONTRACTOR:	
DATE:	

SIGNATURE OF WITNESS 1:	
DATE:	
SIGNATURE OF WITNESS 2:	
DATE:	

PART B

SPECIFICATIONS AND PRICING SCHEDULE

15. SPECIFICATIONS

BID SPECIFICATION – EKURHULENI HOUSING COMPANY

INVITATION TO BID THE APPOINTMENT OF PANEL OF ATTORNEYS FOR A PERIOD OF THREE YEARS

1. PREAMBLE

1.1 The Ekurhuleni Housing Company, *hereinafter* “EHC”, is an entity established in terms of the Local Government: Municipal Systems Act 32 of 2000, incorporated in accordance with the Companies Act 71 of 2008. The EHC is accredited in terms of the Social Housing Act 16 of 2008 as a Social Housing Institution. The EHC must ensure, among others, that it complies with the Municipal Finance Management Act 56 of 2003 in its financial management and supply chain management processes.

1.2 The primary mandate of the EHC is to, among others:

1.2.1 Develop Social Housing (affordable public rental housing) projects in accordance with the Social Housing Legislative Framework through the acquisition of land parcels within the approved Restructuring Zones and grant funding from the Social Housing Regulatory Authority,

1.2.2 Allocate developed social housing projects to qualifying beneficiaries, and

1.2.3 Manage and maintain the developed projects by ensuring compliance with the Social Housing Act and the Rental Housing Act 50 of 1999 (as amended) by ensuring that:

- i. there is a lease agreement between beneficiaries and EHC, and

- ii. beneficiaries / tenants pay the relevant rent in accordance with the lease agreement.

2. OBJECTIVE

2.1 The EHC would like to invite suitable, qualified and competent law firms of attorneys to send proposals to be considered for inclusion on its panel of attorneys, as 'preferred service providers'. Preferred service providers imply that the selected law firms are a pool, not necessarily the only contracted service provider. The panel of attorneys will be required to provide legal services to the EHC on an *ad hoc* basis.

2.2 The reason for this tender is necessitated by, amongst others, the need to:

2.2.1 ensure compliance with applicable pieces of legislation that applies to the EHC,

2.2.2 institute and defend legal matters for and on behalf of the EHC, and

2.2.3 to assist with property transfers and registration of property.

2.3 The period of appointment to the panel of attorneys will be for a non-renewable period of **three (3) years**.

3. TERMS AND CONDITIONS OF CONTRACT

3.1 This Request for Proposal (RFP), as compiled by EHC is being made available, on the same basis to all bidders and a bidder submitting a response thereto will be deemed to do so on the basis that they, with the necessary adaptations, acknowledge and accept the terms and conditions set out below: -

3.2 Supplier performance management is viewed by EHC as a critical component in ensuring value for money acquisition and good supplier relations between EHC

and all its suppliers. As a result, the successful bidders should take note that as when they are allocated the necessary work by the EHC they will be required to conclude a Service Level Agreement (SLA) which will detail the scope of work and related obligations, duties and rights of the panellist. The SLA will serve as a tool to measure, monitor, and assess the panellists' performance and ensure effective delivery of service, quality and value-add to the EHC.

- 3.3** The firms of attorneys will be required to sign confidentiality and/or indemnity agreements with the EHC.
- 3.4** The bidder undertakes, at any time during the term of its appointment and after any termination or cancellation thereof, not to disclose directly or indirectly, or directly or indirectly use, whether for its own benefit or that of any other person any confidential information of EHC including that of or any information relating to its clients, customers, suppliers, donors, sponsors, or agents. The bidder shall also ensure compliance to the Protection of Information Act in this respect.
- 3.5** A due diligence review may be conducted at the sole discretion of the EHC at any time prior to the awarding of the contract which may include but is not limited to conducting site visits at the bidder's corporate offices.
- 3.6** Only legal practices established and registered in accordance with the provisions of the Legal Practice Act 28 of 2014 will be considered for this tender.
- 3.7** EHC does not guarantee that bidders will receive instructions in the event that they are appointed to the EHC panel of attorneys.
- 3.8** All instructions to selected attorneys on the panel of attorneys shall be given, in writing, by the Company Secretary/Head of Legal Service of the EHC being a duly authorised representative of the EHC.

- 3.9** Regular monthly written feedback/progress must be given to the EHC's Company Secretary/Head of Legal or his/her nominee on all matters, received from the EHC with the service provider, at no additional costs to the EHC.
- 3.10** When cases have been postponed at the request of the service provider acting on behalf of EHC owing to non-compliance with any procedural requirements, the service provider who was negligent in this regard will bear the legal costs of the postponement, and this amount will not be paid by the EHC.
- 3.11** Service providers may not appoint advocates unless a written instruction to this effect have been received and agreed to by the Company Secretary/Head of Legal Services, depending on the complexity of the legal matter.
- 3.12** Payment of legal fees by EHC will be made within 30 (thirty) days from date of receipt of an acceptable invoice after verifications by the Company Secretary/Head of Legal Services or her nominee.
- 3.13** In the event that any conflict of interest is discovered during a particular assignment, EHC reserves the right to summarily cancel the Service Level Agreement and demand that all information, documents, and property of the EHC be returned forthwith.
- 3.14** Where the panel falls short of other fundamental legal aspects, the EHC reserves the right to appoint firms outside of the appointed panel.
- 3.15** Firms of attorneys must hand over all documents and information in any format, including copies thereof, that it received from the EHC or that it had access to during the assignment immediately after completion of the assignments to the EHC.
- 3.16** Acting in bad faith will lead the EHC to either terminate the brief / instructions given and/or recall the firm from the panel and thus not use them again. To this

end, service providers will be regarded as having acted in bad faith in the event that the EHC finds:

- instructions and/or duties that could be attended to, or executed by junior staff members have been assigned to senior Attorneys and billed for at such senior staff members' rates,
- multiple Attorneys have been assigned to attend to a single instruction without any proper justification, such as the complexity or magnitude of a matter and/or the service provider failed to request EHC prior permission in writing to appoint multiple Attorneys for such an instruction, and
- unrealistic time billing taking into account the nature (i.e. relative simplicity) of any action performed and/or service rendered by the Attorney.

3.17 Bidders must note that contravening the above obligations and duties may lead to the EHC on written notice, electing not to make any further use of the services of such legal service provider or removing a firm of attorneys from the panel before the expiry of the three (3) year period and requesting all files in the possession of the said firm of attorneys to be returned to the EHC.

3.18 The EHC has the right to terminate the legal services panel depending on its financial sustainability.

4. SCOPE OF WORK

NOTE: It is mandatory for bidders to indicate which service categories under 4.1 they are bidding for. Bidders must indicate in their proposals the relevant experience and expertise as well as the capacity of the bidder in relation to the selected service categories. Bidders must respond to each service categories separately in line with the functionality requirements. Bidders may submit proposals in respect of any one, a combination or all of the services categories listed in paragraph 4.1.

4.1 The preferred service providers will be expected to render services on an *ad hoc* basis to EHC in the following service categories:

COMPONENT A: PANEL OF ATTORNEYS		
ITEM	SERVICE CATEGORIES	PLEASE TICK
1.	Evictions (Bulk and Individual)	
2.	General Litigation	
3.	Construction Law	
4.	Corporate Law and Commercial Law	
5.	Conveyancing and Property Law	
6.	Constitutional and Administrative law	
7.	Labour law and Alternative Dispute Resolution.	
<div style="border: 1px solid black; padding: 5px;"> 7 (a): Handling and presiding over grievances and disciplinary enquiries of all employees including directors and executives and acting as initiators/prosecutors at hearings; </div>	<i>N.B: Each subsection for this service category should be responded to separately.</i>	7 (a)
		7 (b)
		7 (c)

COMPONENT A: PANEL OF ATTORNEYS		
ITEM	SERVICE CATEGORIES	PLEASE TICK
7(b): Provision of general labour related advice, investigations, legal opinions, or related services.		
7 (c): Represent the EHC in the Bargaining Councils, CCMA, the Labour Courts, and other forums for labour disputes;		

4.2 It is the EHC’s objective to promote the participation of historically disadvantaged professionals through its panel of attorneys. Bidders are requested to indicate in their proposals how they will assist EHC in achieving this objective.

5. EVALUATION PHASES

The evaluation of tenders will be performed using 80/20 principle.

The received bid proposals will be evaluated in different phases in order to arrive to the final phase of bid award, and the phases will be as follows:

5.1 PHASE ONE (01): MINIMUM AND MANDATORY REQUIREMENTS

5.1.1 Stage 1: MINIMUM SCREENING REQUIREMENTS

Note: *In this phase All bids received will be verified for **compliance** and **completeness** of the submitted proposal per the below set of mandatory requirements. Bidders who fail to comply with the below requirements will be eliminated and bidders who comply with the below progresses to the next phase of technical evaluation.*

- Certified ID copies of all directors. (not older than three months)

- Company registration documents (CIPC).
- Completed and Signed municipal bidding forms (MBD forms).
- Certified B-BBEE Certificate from an approved verification agency.
- Valid Tax clearance certificate (TCC)/ SARS Pin no.
- Up to date central supplier's database (CSD) report
- Up to date Company or Directors municipal accounts statements (not older than three months) in case where the bidder is a lessee, a signed and certified copy of the lease agreement must be provided together with the accounts statement.
- Proof of banking - Cancelled Cheque or a valid letter from the Bank (not older than 3 months).

NB: Any bidders who did not sign and submit any of the requested documents will be disqualified.

5.1.2 Stage 2: MANDATORY REQUIREMENTS

Note: *Bidders who fail to comply with the below requirements will be eliminated and bidders who comply with the below progresses to the next phase of technical evaluation.*

- Submission of proof of registration with the Legal Practice Council.
- Submission of Company Profile- the firm's profile shall inter alia include a short history of the firm/legal practice and the areas of operations and details of the firms' understanding of the requirement of this RFP. The Company profile confirming premises from which the law firm conducts its business must include information on the availability of e-mail access, telephone facilities, printing facilities, library/research facilities and information on support staff employed by the firm. The Company profile must also indicate: -
 - the controls in place to ensure that conflict of interest will be managed effectively and to the best interest of EHC;

- any value-added services that the bidder may be in a position to offer the EHC; and
- how the bidder will assist the EHC in achieving its objective of promoting participation of Black law firms and Black law professionals through its panel of attorneys.
- Submission of a valid certified copy of the Attorneys Fidelity Fund Certificate issued for the present year ending 31 December 2023 for each attorney who is a sole practitioner, partner, or director of the firm of attorneys and who will attend to EHC's legal matters.
- Submission of a certified valid letter of good standing with the relevant Legal Practise Council, for each attorney who forms part of the team that will attend to EHC legal matters, not older than 3 (three) months.
- Submission of a Firms Indemnity Certificate (certified) issued for the present year.
- Returnable Table (a) (confirmation of lead attorney's years post admission experience in the service category the bidder is bidding for), (**refer to paragraph 5.2.1**)
- 5 (five) reference letters for each service category the bidder is bidding for (refer to paragraph **5.2.1 and 5.2.2 below**).
- Proof of certified qualifications (and completed courses) of the lead attorney as well as the proposed team members per service category.
- Certified admission certificates of the lead attorney as well as the proposed team members per service category.

All bidders who complied with the mandatory / minimum requirements progresses to the technical evaluation phase for further evaluation per the below set criteria.

5.2 PHASE 2: DETAIL TECHNICAL EVALUATION CRITERIA AND POINT ALLOCATION

*In this phase All bids that meet all the requirements in terms of **compliance** and **completeness** of the submitted proposal per the above set of mandatory requirements on Phase One (01) progresses to Phase Two (02) for further evaluation per the below set evaluation criteria's.*

NB: Qualification Threshold – Bidders must achieve 80 points of the functionality then will be advanced to the next phase of evaluation. Bidders who fail to comply with the set minimum threshold of 80 points WILL be eliminated and bidders who meet the threshold progress to the next phase of evaluation.

5.2.1 Functionality criteria for service categories 1-7 as per paragraph 4.1 above.

no	Functional criteria	Weighting factors	Document to be submitted for evaluation	Point allocation
1	<p>Lead Attorney: Knowledge and expertise</p> <p>The bidder must show experience, expertise, and competence of not less than 10 (ten) years (post</p>	40	<p>Curriculum vitae of the lead</p> <p>Attorney's admission certificate</p>	<p>9 years and below post admission experience = 0 points</p> <p>10 years and above post admission</p>

no	Functional criteria	Weighting factors	Document to be submitted for evaluation	Point allocation
	admission) of the lead attorneys in each service category the bidder is bidding for.			experience = 40pts
2	<p>Project Team: Experience and capacity</p> <p>The bidder must demonstrate experience, expertise and competence of lawyers in the current bidders employed in the service category the bidder is bidding for including ability to conduct legal research.</p> <p>The bidder must provide examples of previously undertaken</p>	30	<p>Curriculum vitae of the lead</p> <p>Attorney's admission certificate</p>	<p>0 to 5 years post admission experience = 0 points</p> <p>6 years and above post admission experience= 30 pts</p>

no	Functional criteria	Weighting factors	Document to be submitted for evaluation	Point allocation
	projects (Litigious matters in the Magistrates Court, High Court, Supreme Court and/ or the Constitutional Court; and legal advice provided)			
3	<p>References</p> <p>The bidder must provide five contactable reference/recommendation letters for each service category the bidder is bidding from clients where the bidder most recently provided the relevant services.</p> <p>The reference letter should be on the Client's official letterhead with valid contact</p>	30	<p>5 recommendation letters per service category the bidder is bidding for, from clients where the bidder most recently provided the relevant services, which should not be more than 12 months from the date of the close of the tender.</p>	<p>0 – 4 recommendation letters = 0 points</p> <p>5 and above recommendation letters = 30</p>

no	Functional criteria	Weighting factors	Document to be submitted for evaluation	Point allocation
	details, scope of the work and standard of service. Total points allocation = 100			

5.3 PHASE 3: EVALUATION OF BID RESPONSES USING THE PRICE AND SPECIFIC GOALS SCORES

Price Evaluation

- i. For service categories 1 to 7, Bidders must submit their Pricing Schedule as per the fixed rates as follows:
 - Attorneys with 10 (ten) years or more relevant post-article experience: R 1600 per hour excluding VAT,
 - Attorneys with more than 5 (five) years but less than 10 years relevant post-article experience: R 1200 per hour,
 - Candidate Attorneys: R 700 per hour.
- ii. The above fixed rates will be used for contracting purposes only. The fixed rates will form part of the Service Level Agreement and will apply to appointments arising out of this Bid.
- iii. For litigious matters, for example in the Magistrates Court or the High Court, the applicable regulated tariffs will apply.

- iv. EHC reserves the right to indicate the level of performance required from an Attorney to render the specific legal services to EHC, with reference to the aforesaid categories. Should a service provider choose to assign an Attorney who falls in a higher category to attend to an instruction, such service provider may not charge the higher fee.
- v. In the event that EHC has not prescribed the level of Attorney required for a specific instruction, the bidder must in good faith appoint an Attorney with suitable experience and qualifications.
- vi. In the event that an Attorney moves to a new higher category during the service provider's appointment term, the service provider shall notify EHC accordingly in writing and EHC shall have the right to request another Attorney from the service provider who is at the same category as the Attorney who as initially appointed to replace him/her before such Attorney renders his/her next account to EHC.
- vii. The service provider is required to advise EHC of any new professional staff members appointed during the contract term to attend to EHC' instructions and shall furnish EHC with a short CV, including the appointee's applicable category, prior to such new appointee commencing work on a EHC matter

PART C

ANNEXURES (RETURNABLE DOCUMENTS)

1. PARTICULARS OF PROJECTS OF SIMILAR VALUE AND COMPLEXITY (PAST AND PRESENT)

1.1. Current Projects

Project Name	Place (Town)	Reference Contact Person	Designation of Contact Person	Contact Tel Number	Contract Amount	Contract Period	Commencement Date	Completion Date
1.								
2.								
3.								
4.								
5.								

SIGNATURE		DATE	
NAME OF SIGNATORY			
POSITION			

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2.2. Previous Projects

Project Name	Place (Town)	Reference Contact Person	Designation of Contact Person	Contact Tel Number	Contract Amount	Contract Period	Commencement Date	Completion Date
1.								
2.								
3.								
4.								

SIGNATURE		DATE	
NAME OF SIGNATORY			
POSITION			

2. DETAILS OF THE BIDDER'S MANAGEMENT TEAM

WORK CAPACITY: (The bidder is required to furnish the following particulars and attach additional pages if more space is required. Failure to furnish the particulars may result in the Bid being disregarded)

2.1. Name and Experience of Key Person(s)

Names of Key Person(s)	Experience of Key Person(s)
State name of person(s) responsible for on-site supervision	
Name of Person(s) Responsible for Site Supervision	Experience of Person(s) responsible for Site Supervision of services

SIGNATURE		DATE	
NAME OF SIGNATORY			
POSITION			