

**COGHSTA**Co-operative Governance
Human Settlement & Traditional Affairs

Tender Info : NC/12/2022

Tender month	NOVEMBER 2022
Tender date:	11/11/2022
Tender Number	NC/12/2022
Title of Tender	APPOINTMENT OF A PANEL OF ATTORNEYS TO PROVIDE SPECIALISED LEGAL AND ADVISORY SERVICES (ON AN AS-AND-WHEN-REQUIRED BASIS) TO THE DEPARTMENT OF CO-OPERATIVE GOVERNANCE, HUMAN SETTLEMENTS, AND TRADITIONAL AFFAIRS NORTHERN CAPE FOR 3 YEARS STARTING 1 APRIL 2
Description	APPOINTMENT OF A PANEL OF ATTORNEYS TO PROVIDE SPECIALISED LEGAL AND ADVISORY SERVICES (ON AN AS-AND-WHEN-REQUIRED BASIS) TO THE DEPARTMENT OF CO-OPERATIVE GOVERNANCE, HUMAN SETTLEMENTS, AND TRADITIONAL AFFAIRS NORTHERN CAPE FOR 3 YEARS STARTING 1 APRIL 2
Employer	DEPARTMENT OF CO-OPERATIVE GOVERNANCE, HUMAN SETTLEMENTS AND TRADITIONAL AFFAIRS OF THE NORTHERN CAPE (COGHSTA)
Employer	COGHSTA
Employer email	bslenkoe@ncpg.gov.za
Postal Address	PRIVATE BAG X5005
Town/City	KIMBERLEY
Code	8300
Physical Address1	Larry Moleko Louw Building
Physical Address2	9 CECIL SUSSMAN ROAD
Physical Address4	8301
Employer's Agent: Name	MR. A. F. MASHILO
Company	COGHSTA
Postal Address	PRIVATE BAG X5005
Town/City	KIMBERLEY, 8300
Physical 1	LARRY MOLEKO LOUW
Physical 2	9 CECIL SUSSMAN ROAD
Tel:	0538309400
Fax:	(053) 831 4308
E-mail:	TIHELOMASHILO@GMAIL.COM
Advert Date	FRIDAY, 11 NOVEMBER 2022
Briefing Date	A NON-COMPULSORY briefing session will be held on MONDAY 21 NOVEMBER 2022 at 09H00 at the Main Boardroom, Larry Moleko Louw Building, 9 Cecil Sussman Road, Kimberley
Tender Documents available at	Tender E-Portal - http://www.etenders.gov.za and www.coghsta.ncpg.gov.za
Closure Date	02 DECEMBER 2022
Closure Time	11H00
Tender Box Location	COGHSTA HEAD OFFICE, LARRY MOLEKO LOUW BUILDING, 9 CECIL SUSSMAN ROAD, KIMBERLEY, 8301.
General Enquiries Contact Person	KAREL VISAGIE of CoGHSTA, Tel: (053) 807-9723, e-mail: KVisagie@ncpg.gov.za
Technical Enquiries Contact Person	Mr. Andile F. MASHILO of CoGHSTA, Tel: 053-8072843, e-mail: TIHELOMASHILO@GMAIL.COM
Procurement Policy	Preferential Procurement Regulations, 2021 (Government Gazette No. 10684)
Functionality	A functionality criterion will be applied at evaluation. Bidders must achieve a minimum score of 70 points to move to the financial bid evaluation.
PPFA	The bid will be evaluated on the 80:20 preference point system for all the bids that meet the minimum functionality score.

**DEPARTMENT OF COOPERATIVE GOVERNANCE, HUMAN SETTLEMENTS AND
TRADITIONAL AFFAIRS**

TENDER NR.: NC/12/2022

**DEPARTMENT OF CO-OPERATIVE GOVERNANCE, HUMAN SETTLEMENTS AND
TRADITIONAL AFFAIRS OF THE NORTHERN CAPE**

TENDER NO. NC/12/2022

**APPOINTMENT OF A PANEL OF ATTORNEYS TO PROVIDE SPECIALISED LEGAL
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DEPARTMENT OF CO-OPERATIVE GOVERNANCE, HUMAN SETTLEMENTS, AND
TRADITIONAL AFFAIRS NORTHERN CAPE FOR 3 YEARS STARTING 1 APRIL 2**

CLOSING DATE: 02 DECEMBER 2022

CLOSING TIME: 11H00

NAME OF BIDDER*

.....

CONTACT PERSON*

.....

ADDRESS*

.....

.....

.....

.....

TEL NO*

.....

FAX NO*

.....

E-MAIL ADDRESS*

.....

B-BBEE LEVEL*

**DEPARTMENT OF CO-OPERATIVE GOVERNANCE, HUMAN SETTLEMENTS AND
TRADITIONAL AFFAIRS OF THE NORTHERN CAPE**

TENDER NO. NC/12/2022

**APPOINTMENT OF A PANEL OF ATTORNEYS TO PROVIDE SPECIALISED LEGAL
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DEPARTMENT OF CO-OPERATIVE GOVERNANCE, HUMAN SETTLEMENTS, AND
TRADITIONAL AFFAIRS NORTHERN CAPE FOR 3 YEARS STARTING 1 APRIL 2**

GENERAL TENDER INFORMATION:

TENDER ADVERTISED

FRIDAY, 11 NOVEMBER 2022

**NON-COMPULSORY BRIEFING SESSION ON MONDAY 21 NOVEMBER 2022 AT 09H00:
9 CECIL SUSSMAN ROAD, LARRY MOLEKO LOUW, KIMBERLEY**

**(This is a non-compulsory briefing session. Bidders who do not attend, will not be
disqualified)**

CLOSING DATE

Friday, 02 DECEMBER 2022

CLOSING TIME

11H00

CLOSING VENUE

**Tender Box at COGHSTA HEAD OFFICE, LARRY
MOLEKO LOUW BUILDING, 9 CECIL SUSSMAN ROAD,
KIMBERLEY, 8301.**

The bid Documents completed in all respects, plus any additional supporting documentation required, must be submitted in a sealed envelope with the name and address of the Tenderer, the Tender No. and title and the closing date indicated on the envelope. The sealed envelope must be handed in at the Tender Box at the **COGHSTA KIMBERLEY** Offices. Bids will **NOT** be opened directly after closing. No late bids will be accepted

**DEPARTMENT OF CO-OPERATIVE GOVERNANCE, HUMAN SETTLEMENTS AND
TRADITIONAL AFFAIRS OF THE NORTHERN CAPE**

TENDER NO. NC/12/2022

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DEPARTMENT OF CO-OPERATIVE GOVERNANCE, HUMAN SETTLEMENTS, AND
TRADITIONAL AFFAIRS NORTHERN CAPE FOR 3 YEARS STARTING 1 APRIL 2**

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1.1: TENDER NOTICE AND INVITATION TO TENDER

**DEPARTMENT OF CO-OPERATIVE GOVERNANCE, HUMAN SETTLEMENTS AND
TRADITIONAL AFFAIRS OF THE NORTHERN CAPE**

TENDER NO. NC/12/2022

**APPOINTMENT OF A PANEL OF ATTORNEYS TO PROVIDE SPECIALISED LEGAL
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DEPARTMENT OF CO-OPERATIVE GOVERNANCE, HUMAN SETTLEMENTS, AND
TRADITIONAL AFFAIRS NORTHERN CAPE FOR 3 YEARS STARTING 1 APRIL 2**

**COGHSTA hereby invites bidders to APPOINTMENT OF A PANEL OF ATTORNEYS TO PROVIDE
SPECIALISED LEGAL AND ADVISORY SERVICES (ON AN AS-AND-WHEN-REQUIRED BASIS) TO THE
DEPARTMENT OF CO-OPERATIVE GOVERNANCE, HUMAN SETTLEMENTS, AND TRADITIONAL AFFAIRS
NORTHERN CAPE FOR 3 YEARS STARTING 1 APRIL 2**

Only service providers that are CSD registered will be considered.

**A non-compulsory briefing session will be held on MONDAY 21 NOVEMBER 2022 at 09h00 at
THE MAIN BOARDROOM, LARRY MOLEKO LOUW BUILDING, 9 CECIL SUSSMAN ROAD, KIMBERLEY**

1. Tender documents are available at Tender E-Portal - <http://www.etenders.gov.za> and www.coghsta.ncpg.gov.za
2. Closing of Tender at 11H00 on Friday, 02 DECEMBER 2022 at COGHSTA HEAD OFFICE, LARRY MOLEKO LOUW, 9 CECIL SUSSMAN ROAD, KIMBERLEY, 8301.
6. General enquiries relating to this bid should be addressed to KAREL VISAGIE of CoGHSTA, Tel: (053) 807-9723, e-mail: and technical enquiries to Mr. F. MASHILO of CoGHSTA, Tel: (053) 8309400, e-mail: TIHELOMASHILO@GMAIL.COM
7. Please note:
 - Preference will be given to companies who are owned by Women, Youth & Persons with Disabilities.
 - Documents to be submitted with the bid document: An original valid Tax Clearance Certificate or certified copy inclusive of verification PIN, Copy of CSD Registration summary report, B-BBEE Status Level Certificates or certified copies thereof. Exempted Micro Enterprises must in terms of B-BBEE Act, submit a certificate issued by an Accounting Officer as contemplated in the Close Corporation Act or Verification Agency accredited by SANAS or Registered Auditor.



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- **Functionality will apply. Based on functionality the tenderer should score 70 points or more to be further evaluated:**

Criteria	Minimum requirement	Points	Maximum Points
Experience of entity illustrating relevance to the category of service tendered for. (Company profile and reference/appointment letters must be attached to tenders.)	National or Provincial and Local Government Sector experience within the last eight (8) years	5 or more assignments completed (15 points) 3-4 assignments completed (10 points) 3 assignments completed (5 points)	22
	Other Sector experience within the last eight (8) years	5 or more assignments completed (7 points) 3-4 assignments completed (5 points) 3 assignments completed (2 points)	
Experience of Lead Attorney illustrating relevance to the category of service tendered for. (Reference/appointment letters must be attached to the tender.) (Scoring a max of 30)	National or Provincial and Local Government Sector experience within the last eight (8) years	5 or more assignments completed (15 points) 3-4 assignments completed (10 points) 3 assignments completed (5 points)	22
	Other Sector experience within the last eight (8) years	5 or more assignments completed (7 points) 3-4 assignments completed (5 points) 3 assignments completed (2 point)	



Academic Qualification of Lead Attorney. Highest qualification	Qualifications	LLM (Master of Laws) or equivalent or higher (10 points) LLB (Bachelor of Laws) or equivalent to NQF Level 8 (8 points) Bachelor's Degree or equivalent to NQF Level 7 in law sciences (7 points)	10
Experience of Professional Assistant illustrating relevance to the category of service tendered for. (Reference/appointment letters must be submitted)	National or Provincial Government Sector experience within the last eight (8) years	5 or more assignments completed (15 points) 3-4 assignments completed (10 points) 3 assignments completed (5 points)	22
	Other Sector experience within the last eight (8) years	5 or more assignments completed (5 points) 3-4 assignments completed (3 points) 3 assignments completed (1 point)	
Academic Qualification of Professional Assistant. Highest qualification (Scoring a max of 10)	Qualifications	LLM (Master of Laws) or equivalent or higher (10 points) LLB (Bachelor of Laws) or equivalent to NQF Level 8 (8 points) Bachelor's Degree or equivalent to NQF Level 7 in law sciences (7 points)	10
Woman ownership (Scoring a max of 5)	Companies who are 100% owned by Women.	5	5
	Companies who are between 50% and 100% owned by Women.	4	



	Companies who are between 25% and 50% owned by Women.	2	
	Companies who are less than 25% owned by Women.	0	
Youth ownership	Companies who are 100% owned by Youth.	5	5
(Scoring a max of 5)	Companies who are between 50% and 100% owned by Youth.	4	
	Companies who are between 25% and 50% owned by Youth.	2	
	Companies who are less than 25% owned by Youth.	0	
People with disability ownership	Companies who are 100% owned by people with disability.	5	5
(Scoring a maximum of 5)	Companies who are between 50% and 100% owned by people with disability.	4	
	Companies who are between 25% and 50% owned by people with disabilities.	2	
	Companies who are less than 25% owned by people with disabilities.	0	
Locality	Companies who are based in the Northern Cape Province.	4	4
(Scoring a max of 10)	Companies who are based outside the Northern Cape Province	0	
Total			100

- The requirements of the Preferential Procurement Policy Framework Act, 2000: Preferential Procurement Regulations, 2021 (Government Gazette No. 10684) shall also apply, together with all other requirements as set out in the Tender Data.
- Failure to comply with above requirements will result in automatic disqualification of the bidder.
- CoGHSTA reserves the right to withdraw any invitation to tender and/or re-advertise or to reject any tender or to accept a part of it. The lowest bidder is not necessarily the winning bidder

1.2:

TENDER DATA

**DEPARTMENT OF CO-OPERATIVE GOVERNANCE, HUMAN SETTLEMENTS AND
TRADITIONAL AFFAIRS OF THE NORTHERN CAPE**

TENDER NR. NC/12/2022

**APPOINTMENT OF A PANEL OF ATTORNEYS TO PROVIDE SPECIALISED LEGAL
AND ADVISORY SERVICES (ON AN AS-AND-WHEN-REQUIRED BASIS) TO THE
DEPARTMENT OF CO-OPERATIVE GOVERNANCE, HUMAN SETTLEMENTS, AND
TRADITIONAL AFFAIRS NORTHERN CAPE FOR 3 YEARS STARTING 1 APRIL 2**

1.2: TENDER DATA

The following are the Conditions of Tender as set out in the Tender Data below shall apply to this tender:

1.2.1 Communication and Employer's Agent

Attention is drawn to the fact that verbal information, given by the Employer's Agent during site visits / clarification meetings or at any other time prior to the award of the Contract, will not be regarded as binding on the Employer. Only information issued formally by the Employer's Agent in writing to Tenderers will be regarded as amending the Tender Document.

The Employer's Agent is:

Name: Mr. F. MASHILO

Director – LEGAL SERVICES

PRIVATE BAG X5005

KIMBERLEY, 8300

Tel.: 053-8309400

E-mail: TIHELOMASHILO@GMAIL.COM

1.2.2 Competitive Negotiation Procedures

Consortiums are eligible to submit tenders.

1.2.3 Insurance

The Employer will provide **no** insurance.

The Tenderer should provide proof of Professional Indemnity Insurance.

1.2.4 **Delivery of tender Documents**

The Employer's Agent's address for delivery of Tender Offers and identification details to be shown on each tender offer package are:

Location of tender closure: Tender Box, COGHSTA HEAD OFFICE, LARRY MOLEKO LOUW BUILDING, 9 CECIL SUSSMAN ROAD, KIMBERLEY, 8301.

Identification details: TENDER NUMBER: **NC/12/2022**

TITLE OF TENDER: APPOINTMENT OF A PANEL OF ATTORNEYS TO PROVIDE SPECIALISED LEGAL AND ADVISORY SERVICES (ON AN AS-AND-WHEN-REQUIRED BASIS) TO THE DEPARTMENT OF CO-OPERATIVE GOVERNANCE, HUMAN SETTLEMENTS, AND TRADITIONAL AFFAIRS NORTHERN CAPE FOR 3 YEARS STARTING 1 APRIL 2

Sealed tenders with the Tenderer's name and address and the endorsement:

"TENDER NUMBER: NC/12/2022 APPOINTMENT OF A PANEL OF ATTORNEYS TO PROVIDE SPECIALISED LEGAL AND ADVISORY SERVICES (ON AN AS-AND-WHEN-REQUIRED BASIS) TO THE DEPARTMENT OF CO-OPERATIVE GOVERNANCE, HUMAN SETTLEMENTS, AND TRADITIONAL AFFAIRS NORTHERN CAPE FOR 3 YEARS STARTING 1 APRIL 2" on the envelope, must be placed in the appropriate official Tender Box at the abovementioned address.

1.2.5 **Closing Time**

The closing time for submission of Tender Offers is as stated in the Tender Notice and Invitation to Tender.

1.2.6 **Tender Offer Validity**

The tender offer validity period is **120 (hundred and twenty)** days from the closing date.

1.2.7 **Clarification of Tender Offer after Submission**

A tender will be rejected as non-responsive if the Tenderer fails to provide any clarification requested by the Employer within the time for submission stated in the Employer's written request for such clarification.

1.2.8 **Financial Statements**

The bidder must provide where the tendered amount exclusive of VAT **exceeds R 8, 771, 929.8310 (Eight Million, Seven Hundred Seventy-One Thousand Nine Hundred Twenty-Nine Rand and Eighty-Three Cents):**

- i) audited annual financial statement for 3 (three) years, or for the period since establishment if established during the last 3 (three) years, if required by law to prepare annual financial statements for auditing;
 - ii) a certificate signed by the Tenderer certifying that the Tenderer has no undisputed commitments for municipal services towards a municipality or other service provider in respect of which payment is overdue for more than 30 (thirty) days;
 - iii) particulars of any contracts awarded to the Tenderer by an organ of state during the past 5 (five) years, including particulars of any material non-compliance or dispute concerning the execution of such contract;
 - iv) a statement indicating whether any portion of the goods or services are expected to be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality or municipal entity is expected to be transferred out of the Republic.
- Each party to a Consortium shall submit separate certificates/statements in the above regard.

1.2.9 **Tax Clearance Certificate**

Tenderers shall be registered and in good standing with the South African Revenue Service (SARS) and shall submit documentary evidence in the form of an original valid Tax Clearance (or PIN) issued by SARS or proof that he or she has made arrangements with SARS to meet his or her outstanding tax obligations.

Each party to a Consortium shall submit a separate Tax Clearance Certificate, or proof that he or she has made the necessary arrangements with SARS.

Each party to a Consortium shall submit separate certificates in the above regard.

1.2.10 **Broad-Based Black Economic Empowerment Status Level Certificates**

In order to qualify for preference points, it is the responsibility of the Tenderer to submit the relevant certificate(s) (either an original valid B-BBEE status level verification certificate or an Exempted Micro Enterprise certificate, or certified copies thereof) in terms of the Preferential Procurement Regulations, 2021.

A B-BBEE status level for the Consortium/Joint Venture will have to be obtained in order to qualify for preference points, provided that the entity submits the relevant certificate/scorecard in terms of the Preferential Procurement Regulations, 2021.

1.2.11 **The Employer's Undertakings Issue Addenda**

Notwithstanding any requests for confirmation of receipt of Addenda issued, the Tenderer shall be deemed to have received such addenda if the Employer can show proof of transmission thereof (or a notice in respect thereof) via electronic mail, facsimile or registered post.

1.2.12 **Opening of Tender Submissions**

The tenders will not be opened immediately after the closing time.

1.2.13 **Test for Responsiveness**

Tenders will be considered non-responsive if, inter alia:

- a) The Tender is not in compliance with the required returnable documents;
- b) the Tender is not Tax compliant;



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- c) The Tenderer has failed to clarify or submit any supporting documentation within the time for submission stated in the employers written request.
- d) The tenderer is not registered on the central suppliers database (CSD)

1.2.14

Evaluation of Tender Offers

Functionality will be scored and a minimum of 70 out of the possible 100 is required to be evaluated any further.

Criteria	Minimum requirement	Points	Maximum Points
Experience of entity illustrating relevance to the category of service tendered for. (Company profile and reference/appointment letters must be attached to tenders.)	National or Provincial and Local Government Sector experience within the last eight (8) years	5 or more assignments completed (15 points) 3-4 assignments completed (10 points) 3 assignments completed (5 points)	22
	Other Sector experience within the last eight (8) years	5 or more assignments completed (7 points) 3-4 assignments completed (5 points) 3 assignments completed (2 points)	
Experience of Lead Attorney illustrating relevance to the category of service tendered for. (Reference/appointment letters must be attached to the tender.) (Scoring a max of 30)	National or Provincial and Local Government Sector experience within the last eight (8) years	5 or more assignments completed (15 points) 3-4 assignments completed (10 points) 3 assignments completed (5 points)	22
	Other Sector experience within the last eight (8) years	5 or more assignments completed (7 points)	



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		3-4 assignments completed (5 points) 3 assignments completed (2 point)	
Academic Qualification of Lead Attorney. Highest qualification	Qualifications	LLM (Master of Laws) or equivalent or higher (10 points) LLB (Bachelor of Laws) or equivalent to NQF Level 8 (8 points) Bachelor's Degree or equivalent to NQF Level 7 in law sciences (7 points)	10
Experience of Professional Assistant illustrating relevance to the category of service tendered for. (Reference/appointment letters must be submitted)	National or Provincial Government Sector experience within the last eight (8) years	5 or more assignments completed (15 points) 3-4 assignments completed (10 points) 3 assignments completed (5 points)	22
	Other Sector experience within the last eight (8) years	5 or more assignments completed (5 points) 3-4 assignments completed (3 points) 3 assignments completed (1 point)	
Academic Qualification of Professional Assistant. Highest qualification	Qualifications	LLM (Master of Laws) or equivalent or higher (10 points) LLB (Bachelor of Laws) or equivalent to	10



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(Scoring a max of 10)		NQF Level 8 (8 points) Bachelor's Degree or equivalent to NQF Level 7 in law sciences (7 points)	
Woman ownership (Scoring a max of 5)	Companies who are 100% owned by Women.	5	5
	Companies who are between 50% and 100% owned by Women.	4	
	Companies who are between 25% and 50% owned by Women.	2	
	Companies who are less than 25% owned by Women.	0	
Youth ownership (Scoring a max of 5)	Companies who are 100% owned by Youth.	5	5
	Companies who are between 50% and 100% owned by Youth.	4	
	Companies who are between 25% and 50% owned by Youth.	2	
	Companies who are less than 25% owned by Youth.	0	
People with disability ownership (Scoring a maximum of 5)	Companies who are 100% owned by people with disability.	5	5
	Companies who are between 50% and 100% owned by people with disability.	4	
	Companies who are between 25% and 50% owned by	2	

	people with disabilities.		
	Companies who are less than 25% owned by people with disabilities.	0	
Locality (Scoring a max of 10)	Companies who are based in the Northern Cape Province.	4	4
	Companies who are based outside the Northern Cape Province	0	
Total			100

A minimum score of 70% and full compliance to returnable documents will qualify a bidder for further evaluation.

1.2.21 **Points for Preference**

A maximum of 20 (twenty) tender evaluation points will be awarded for preference to Tenderers with responsive tenders, who are eligible for such preference, in accordance with the criteria listed below.

1.2.18 **Exempted Micro Enterprise or B-BBEE Status Level of Contributor**

The Tenderer shall indicate on Schedule 20 NCP 6.1 his or her company/firm/entity's B-BBEE status level of contributor, in accordance with one of the following:

- Enterprises with an annual turnover less than R10 million qualify as an Exempted Micro Enterprise (EME) and are exempted from being measured on a BEE scorecard.
- Verified B-BBEE status level of contributor in terms of the new B-BBEE Codes of Good Practice 2013 (published in Government Gazette of 11 NOVEMBER 2013)
- Non-compliant contributor
- Up to 10 (ten) tender evaluation points (Np) will be awarded for the level of B-BBEE contribution, in accordance with the tables below:

Exempted Micro Enterprises (EME's)

Black Ownership	Deemed B-BBEE Status Level of Contributor	Number of Points (Np)
100%	1	10
≥51%	2	8
<51%	4	5

B-BBEE Status Level of Contributor	Number of Points (Nn)
---	------------------------------

1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor ¹⁾	0

1.2.19 **Risk Analysis**

Notwithstanding compliance with regards to CSD registration or any other requirements of the tender, the employer will perform a risk analysis in respect of the following:

- a) the Tenderer's ability to fulfil its obligations in terms of the tender document, that is, that the Tenderer can demonstrate that he/she possesses the necessary professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience, reputation, personnel to perform the contract, etc.
- b) three years (3) audited financial statements will be verified and analysed for accuracy and completeness.

1.2.20 **Acceptance of bid**

The Employer reserves the right to with draw any invitation to tender and/or to re-advertise or to reject any tender or to accept a part of it. The Employer does not bind itself to accepting any bids.

Tender offers will only be accepted if:

- (a) the Tenderer is registered and in good standing with the South African Revenue Service (SARS) and has submitted evidence in the form of an original valid Tax Clearance Certificate (for tender) issued by SARS or proof that he or she has made arrangements with SARS to meet his or her outstanding tax obligations;
- (b) the Tenderer or any of its Directors is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector;
- (c) the Tenderer has not:
 - (i) abused the Employer's Supply Chain Management System; or
 - (ii) failed to pay municipal rates and taxes or service charges as applicable at the Tenderer's Head Office Municipality and such rates, taxes and charges are in arrears for more than three months;
- (d) the Tenderer has no conflicts of interest which may impact on the Tenderer's ability to perform the contract in the best interests of the Employer or potentially compromise the tender process.



1.2.21 Claims arising after submission of tender

No claim for any extras arising out of any doubt or obscurity as to the true intent will be admitted by the Employer after the submission of any tender and the Tenderer shall be deemed to have:

- (a) Read and fully understood the Conditions of Contract;
- (b) Before submission of any tender, the Tenderer should check the number of pages, and if any are found to be missing or duplicated, or the figures or writing indistinct, the Tenderer must apply to the Employer's agent at once to have the same rectified, as no liability will be admitted by the Employer in respect of errors in any tender due to the foregoing.

1.2.22 Invalid tenders

Tenders shall be considered invalid and shall be endorsed and recorded as such in the tender opening record, by the responsible official who opened the tender, in the following circumstances:

- (a) If the tender is not completed in non-erasable black ink;
- (b) If the name of the Tenderer is not stated or is indecipherable.

1.2.23 Requests for contract documents, or parts thereof, in electronic format

The Employer shall not formally issue tender documents in electronic format and shall only issue tender documents in hard-copy. An electronic version of the issued tender documents may be made available to the Tenderer, upon written request in terms of this clause, subject to the following:

- (a) electronic copies of the contract document, or parts thereof, will only be provided to Tenderers who have been issued with the tender documents in hardcopy;
- (b) the electronic version shall not be regarded as a substitute for the issued tender documents;
- (c) the Employer shall not accept tenders submitted in electronic format. Tenderers may not complete and submit a printed copy of the electronic version of the tender document or part thereof. Only those tenders that have been completed on the issued hard copy tender document shall be considered;
- (d) the Employer accepts no responsibility or liability arising from any reliance on or use of the electronic version provided in terms of this clause. The Employer further does not guarantee that the electronic version corresponds with the issued tender documents in all respects. Tenderers are alerted to the fact that electronic versions of the tender documents may not reflect any notice or addenda that amend the tender document;
- (e) any non-compliance with these provisions, including effecting any unauthorized alterations to the tender document, shall render the tender invalid. The Employer reserves the right to take any action against such Tenderer allowed in law including, in circumstances where the tender had already been awarded, the right to cancel the contract.



- (f) In requesting the electronic version of the tender document or parts thereof, the Tenderer is deemed to have read, understood and accepted all of the above conditions.

1.2.24 Issue Addenda

If necessary, issue addenda that may amend or amplify the tender documents to each Tenderer during the period from the date that tender documents are available until **3 (three) days** before the tender closing time stated in the Tender Data. If, as a result a Tenderer applies for an extension to the closing time stated in the Tender Data, the Employer may grant such extension and, shall then notify all Tenderers who drew documents.

1.2.25 Non-disclosure

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

1.2.26 Grounds for rejection and disqualification

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

1.2.27 Test for responsiveness

Determine, after opening and before detailed evaluation, whether each tender offer properly received

- a) complies with the requirements of these Conditions of Tender,
- b) has been properly and fully completed and signed, and
- c) is responsive to the other requirements of the tender documents.

A responsive tender is one that conforms to all the terms and conditions of the Tender documents without material deviation or qualification. A material deviation or qualification is one which, in the Employer's opinion, would:

- a) detrimentally affect the quality, services or supply identified,
- b) significantly change the Employer's or the Tenderer's risks and responsibilities under the contract, or
- c) affect the competitive position of the other Tenderers presenting responsive tenders, if it were to be rectified.

Reject a non-responsive tender offer and not allow it to be subsequently made responsive by correction or withdrawal of the non-conforming deviation or reservation.

1.2.28 Arithmetical errors, omissions and discrepancies

Check responsive tenders for discrepancies between amounts in words and amounts in figures. Where there is a discrepancy between the amounts in figures and the amount in words, the amount in words shall govern.



Check the highest ranked tender or Tenderer with the highest number of tender evaluation points after the evaluation of tender offers in accordance with F.3.11 for:

- a) the gross misplacement of the decimal point in any unit rate;
- b) omissions made in completing the Pricing Schedule or Bills of Quantities; or
- c) arithmetic errors in:
 - i) line item totals resulting from the product of a unit rate and a quantity in Bills of Quantities or Schedules of Prices; or
 - ii) the summation of the prices.

1.2.29 Notify the Tenderer of all errors or omissions that are identified in the tender offer and either confirm the tender offer as tendered or accept the corrected total of prices.

1.2.30 Where the Tenderer elects to confirm the tender offer as tendered, correct the errors as follows:

- a) If Bills of Quantities or Pricing Schedules apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate shall be corrected.
- b) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the Tenderer's addition of prices, the total of the prices shall govern and the Tenderer will be asked to revise selected unit prices (and their rates if Bills of Quantities apply) to achieve the tendered total of the prices.

1.2.31 **Clarification of a tender offer**

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

1.2.32 **Evaluation of tender offers**

1.2.33 **General**

Appoint an evaluation panel of not less than 3 (three) persons. Reduce each responsive tender offer to a comparative offer and evaluate them using the tender evaluation methods and associated evaluation criteria and weightings that are specified in the Tender Data.

1.2.33.1 **Method 1: Financial offer**

In the case of a financial offer:

- a) Rank tender offers from the most favourable to the least favourable comparative offer.
- b) Recommend the highest ranked Tenderer for the award of the contract, unless there are compelling and justifiable reasons not to do so.
- c) Re-rank all Tenderers should there be compelling and justifiable reasons not to recommend the highest ranked Tenderer and recommend the highest ranked Tenderer, unless there are

compelling and justifiable reasons not to do so and the process set out in this sub clause is repeated.



1.2.33.2 **Methods 2: Financial offer and preference**

In the case of a financial offer and preferences:

- a) Score each tender in respect of the financial offer made and preferences claimed, if any, in accordance with the provisions of F.3.11. 7 and F.3.11.8.
- b) Calculate the total number of tender evaluation points (T_{EV}) in accordance with the following formula:

$$T_{EV} = N_{FO} + N_P$$

where: N_{FO} is the number of tender evaluation points awarded for the financial offer made in accordance with F.3.11.7;

N_P is the number of tender evaluation points awarded for preferences claimed in accordance with F.3.11.8.

- c) Rank tender offers from the highest number of tender evaluation points to the lowest.
- d) Recommend the Tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.
- e) Rescore and re-rank all Tenderers should there be compelling and justifiable reasons not to recommend the Tenderer with the highest number of tender evaluation points, and recommends the Tenderer with the highest number of tender evaluation points, unless there is compelling and justifiable reason not to do so and the process set out in this sub clause is repeated.

1.2.33.3 **Method 3: Financial offer and quality**

In the case of a financial offer and quality:

- a) Score each tender in respect of the financial offer made and the quality offered in accordance with the provisions of F.3.11.7 and F.3.11.9, rejecting all tender offers that fail to score the minimum number of points for quality stated in the Tender Data, if any.
- b) Calculate the total number of tender evaluation points (T_{EV}) in accordance with the following formula:

$$T_{EV} = N_{FO} + N_Q$$

where: N_{FO} is the number of tender evaluation points awarded for the financial offer made in accordance with F.3.11.7;

N_Q is the number of tender evaluation points awarded for quality offered in accordance with F.3.11.9.

- c) Rank tender offers from the highest number of tender evaluation points to the lowest.
- d) Recommend the Tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.
- e) Rescore and re-rank all Tenderers should there be compelling and justifiable reasons not to recommend the Tenderer with the highest number of tender evaluation points and



recommend the Tenderer with the highest number of tender evaluation points, unless there are compelling and justifiable reasons not to do so and the process set out in this sub clause is repeated.

1.2.33.5 **Method 4: Financial offer, quality and preferences**

In the case of a financial offer, quality and preferences:

- a) Score each tender in respect of the financial offer made, preference claimed, if any, and the quality offered in accordance with the provisions of F.3.11.7 to F.3.11.9, rejecting all tender offers that fail to score the minimum number of points for quality stated in the Tender Data, if any.
- b) Calculate the total number of tender evaluation points (T_{EV}) in accordance with the following formula, unless otherwise stated in the Tender Data:

$$T_{EV} = N_{FO} + N_P + N_Q$$

where: N_{FO} is the number of tender evaluation points awarded for the financial offer made in accordance with F.3.11. 7;

N_P is the number of tender evaluation points awarded for preferences claimed in accordance with F.3.11.8.

N_Q is the number of tender evaluation points awarded for quality offered in accordance with F.3.11.9.

- c) Rank tender offers from the highest number of tender evaluation points to the lowest.
- d) Recommend the Tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.
- e) Rescore and re-rank all Tenderers should there be compelling and justifiable reasons not to recommend the Tenderer with the highest number of tender evaluation points and recommend the Tenderer with the highest number of tender evaluation points, unless there are compelling and justifiable reasons not to do so and the process set out in this sub clause is repeated.

1.2.33.6 **Decimal places**

Score financial offers, preferences and quality, as relevant. To 2 (two) decimal places.

1.2.33.7 **Scoring Financial Offers**

Score the financial offers of remaining responsive tender offers using the following formula:

$$N_{FO} = W_1 \times A$$

where: N_{FO} is the number of tender evaluation points awarded for the financial offer.



W₁ is the maximum possible number of tender evaluation points awarded for the financial offer as stated in the Tender Data.

A is a number calculated using the formula and option described in Table F.1 as stated in the Tender Data.

Formula	Comparison aimed at achieving	Option 1 ^a	Option 2 ^a
1	Highest price or discount	$A = (1 + \frac{(P - P_m)}{P_m})$	$A = P / P_m$
2	Lowest price or percentage commission / fee	$A = (1 - \frac{(P - P_m)}{P_m})$	$A = P_m / P$

^a **P_m** is the comparative offer of the most favourable comparative offer.

P is the comparative offer of the tender offer under consideration

Table F.1: Formulae for calculating the value of A

1.2.33.8 Scoring preferences

Confirm that Tenderers are eligible for the preferences claimed in accordance with the provisions of the Tender Data and reject all claims for preferences where Tenderers are not eligible for such preferences. Calculate the total number of tender evaluation points for preferences claimed in accordance with the provisions of the Tender Data.

1.2.33.9 Scoring quality

Score each of the criteria and sub criteria for quality in accordance with the provisions of the Tender Data.

Calculate the total number of tender evaluation points for quality using the following formula:

$$N_Q = W_2 \times S_O / M_S$$

where: **S_O** is the score for quality allocated to the submission under consideration;

M_S is the maximum possible score for quality in respect of a submission; and

W₂ is the maximum possible number of tender evaluation points awarded for the quality as stated in the Tender Data;

1.2.34 Insurance provided by the Employer

If requested by the proposed successful Tenderer, submit for the Tenderer's information the policies and / or certificates of insurance which the Conditions of Contract identified in the Contract Data, require the Employer to provide.

**1.2.35 Acceptance of Tender Offer**

Accept the Tender Offer if, in the opinion of the Employer, it does not present any unacceptable commercial risk and only if the Tenderer:

- a) is not under restrictions, or has principals who are under restrictions, preventing participating in the Employer's procurement,
- b) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract,
- c) has the legal capacity to enter into the contract,
- d) is not insolvent, in receivership, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of any of the foregoing,
- e) complies with the legal requirements, if any, stated in the Tender Data, and
- f) is able, in the opinion of the Employer, to perform the contract free of conflicts of interest.

1.2.36 Prepare contract documents

If necessary, revise documents that shall form part of the contract and that were issued by the Employer as part of the tender documents to take account of:

- a) addenda issued during the tender period,
- b) inclusion of some of the returnable documents, and
- c) other revisions agreed between the Employer and the successful Tenderer.

1.2.37 Complete the Schedule of Deviations attached to the Form of Offer and Acceptance, if any.

1.2.38 Complete adjudicator's contract

Unless alternative arrangements have been agreed or otherwise provided for in the contract, arrange for both parties to complete formalities for appointing the selected adjudicator at the same time as the main contract is signed.

1.2.39 Notice to unsuccessful Tenderers

Notify the successful Tenderer of the Employer's acceptance of his tender offer by completing and returning one copy of the form of offer and acceptance before the expiry of the validity period stated in the Tender Data or agreed additional period.

1.2.40 After the successful Tenderer has been notified of the Employer's acceptance of the tender, notify other Tenderers that their tender offers have not been accepted.

1.2.41 Provide copies of the contracts



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

1.2.42 **Provide written reasons for actions taken**

Provide upon request written reasons to Tenderers for any action that is taken in applying these conditions of tender but withhold information which is not in the public interest to be divulged, which is considered to prejudice the legitimate commercial interests of Tenderers or might prejudice fair competition between Tenderers.

RETURNABLE DOCUMENTS

2.1 List of Returnable Documents

2.2 Returnable Schedules

2.1:

LIST OF RETURNABLE DOCUMENTS

2.1: LIST OF RETURNABLE DOCUMENTS:

NB: TENDERERS MUST COMPLETE THESE SCHEDULES / DATA SHEETS / FORMS IN BLACK INK

1. Returnable Schedules required for Tender Evaluation Purposes:

- Schedule 1: Certificate of Briefing Session Attendance
- Schedule 2: Compulsory Enterprise Questionnaire
- Schedule 3: Certificate of Independent Tender Determination
- Schedule 4: Certificate of Authority for Joint Ventures
- Schedule 5: Declaration in terms of the Public Finance Management Act.
- Schedule 6: Bargaining Council Certificate And Declaration In Respect Of Minimum Salaries
- Schedule 7: Schedule of Work Experience
- Schedule 8: Proposed Amendments and Qualifications by Tenderer
- Schedule 9: Pricing schedule
- Schedule 10: Professional Indemnity Insurance
- Schedule 11: Tax Clearance Certificate
- Schedule 12: Day works Schedule
- Schedule 13: Detail of Proposal by the Tenderer
- Schedule 14: Audited Financial Statements for the last 3 years
- Schedule 15: Record of Addenda to Tender Documents

2. Other documents required for Tender Evaluation Purposes:

- 2.1. Joint Venture Agreement (if applicable) - append to Schedule 4.
- 2.2. A certified copy of the Bargaining Council Certificate (where applicable) - append to Schedule 7.
- 2.3. An original valid Tax Clearance Certificate issued by the South African Revenue Services - append to Schedule 15.
- 2.4. A certified copy of the COID - appended to Schedule 16

3. Returnable Schedules that will be incorporated into the Contract:

- Schedule 21: Record of Addenda to Tender Documents
- Schedule 22: NCP Schedules: NCP 1; NCP 2; NCP 4; NCP 6.1; NCP 7.1;

4. The offer portion of the C1.1 Form of Offer and Acceptance

5. Contract Data (Part 2)

**DEPARTMENT OF CO-OPERATIVE GOVERNANCE, HUMAN SETTLEMENTS AND
TRADITIONAL AFFAIRS OF THE NORTHERN CAPE**

TENDER NO. NC/12/2022

**APPOINTMENT OF A PANEL OF ATTORNEYS TO PROVIDE SPECIALISED LEGAL
AND ADVISORY SERVICES (ON AN AS-AND-WHEN-REQUIRED BASIS) TO THE
DEPARTMENT OF CO-OPERATIVE GOVERNANCE, HUMAN SETTLEMENTS, AND
TRADITIONAL AFFAIRS NORTHERN CAPE FOR 3 YEARS STARTING 1 APRIL 2**

SCHEDULE 1

CERTIFICATE OF BRIEFING SESSION ATTENDANCE

This is to certify that I / we

of (Tenderer)

.....

of (Address)

.....

.....

Telephone Number

Fax Number

on (Date)

have examined the Site of Works and its surroundings for which I/we am/are submitting this tender and have,
so far as is practicable, familiarized myself/ourselves with all the information, risks, contingencies and other
circumstances which may influence or affect my/our tender.

SIGNED ON BEHALF OF THE TENDERER:

SIGNED ON BEHALF OF THE CONSULTANT:

DATE:

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SCHEDULE 2

COMPULSORY ENTERPRISE QUESTIONNAIRE

The following particulars must be furnished. In the case of a Joint Venture, separate questionnaires in respect of each partner must be completed and submitted.

SECTION 1:

Name of Enterprise:

Address of Enterprise:

.....

.....

SECTION 2:

VAT Registration Number, if any:

SECTION 3:

Particulars of Sole Proprietors and Partners in partnerships:

NAME*	IDENTITY NUMBER *	PERSONAL INCOME TAX NUMBER*

* Complete only if Sole Proprietors or Partnership and attach separate page if more than 5 (five) partners.

SECTION 4: Particulars of Companies and Close Corporations:

Company Registration Number:

Close Corporation Number:

Tax Reference Number:

SECTION 5: Record of service of the State:

Indicate by marking the relevant boxes with a cross, if any Sole Proprietor, partner in partnership or Director, Manager, Principal shareholder or stakeholder in a company or close corporation is currently or has been within the last 12 (twelve) months in the service of any of the following:

- ☐ A member of any Municipal Council;
- ☐ A member of any Provincial Legislature;
- ☐ A member of the National Assembly or the National Council for Provinces;
- ☐ A member of the Board of Directors of any Municipal entity;
- ☐ An official of any Municipality or Municipal entity;
- ☐ An employee of any Provincial Department, National or Provincial public entity or Constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999);
- ☐ A member of the accounting authority of any National or Provincial public entity; or
- ☐ An employee of Parliament or a provincial legislature.

If any of the above boxes are marked, disclose the following:

Name of Sole Proprietor, Partner, Director, Manager, Principal shareholder or Stakeholder	Identity Number	Name of Institution, Public Office, Board or Organ of State and position held	Status of service (tick appropriate column)	
			Current	Within last 12 months

* **Insert** separate page if necessary.

SECTION 6: Record of spouses, children and parents in the service of the State:

Indicate by marking the relevant boxes with a cross, if any spouse, child or parent of a Sole Proprietor, Partner in a partnership or Director, Manager, Principal shareholder or Stakeholder in a company or close corporation is currently or has been within the last 12 (twelve) months been in the service of any of the following:

- ☐ A member of any Municipal Council;
- ☐ A member of any Provincial Legislature;
- ☐ A member of the National Assembly or the National Council for Provinces;
- ☐ A member of the Board of Directors of any Municipal entity;
- ☐ An official of any Municipality or Municipal entity;
- ☐ An employee of any Provincial Department, National or Provincial public entity or Constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999);
- ☐ A member of the accounting authority of any National or Provincial public entity; or
- ☐ An employee of Parliament or a provincial legislature.

Name of Sole Proprietor, Partner, Director, Manager, Principal shareholder or Stakeholder	Identity Number	Name of Institution, Public Office, Board or Organ of State and position held	Status of service (tick appropriate column)	
			Current	Within last 12 months

* **Insert** separate page if necessary.

The undersigned, who warrants that he/she is duly authorised to do so on behalf of the enterprise:

- i) Authorizes the Employer to obtain a Tax Clearance Certificate from the South African Revenue Service that my/our tax matters are in order;
- ii) Confirms that neither the name of the enterprise or the name of any Partner, Manager, Director or other person, who, wholly or partly exercises, or may exercise, control over the enterprise appears on the Register of Tender Defaulter established in terms of the Prevention and Combating of Corrupt Activities Act of 2004;
- iii) Confirms that no Partner, Member, Director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears, has within the last 5 (five) years been convicted of fraud or corruption;
- iv) Confirms that I/we are not associated, linked or involved with any other tendering entities submitting tender offers and have no other relationship with any of the Tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest;
- v) Confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.

SIGNED ON BEHALF OF THE TENDERER:

DATE:

**DEPARTMENT OF CO-OPERATIVE GOVERNANCE, HUMAN SETTLEMENTS AND
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TENDER NO. NC/12/2022

**APPOINTMENT OF A PANEL OF ATTORNEYS TO PROVIDE SPECIALISED LEGAL
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SCHEDULE 3

CERTIFICATE OF INDEPENDENT TENDER DETERMINATION

I, the undersigned, in submitting this tender for

**TENDER NO. NC/12/2022 in response to the invitation to tender made by the DEPARTMENT OF CO-
OPERATIVE GOVERNANCE, HUMAN SETTLEMENTS AND TRADITIONAL AFFAIRS OF THE
NORTHERN CAPE, do hereby make the following statements that I certify to be true and complete
in every respect:**

I certify, on behalf of (Name of Tenderer) that

1. I have read and understand the contents of this Certificate;
 2. I understand that this tender will be disqualified if this Certificate is found not to be true and complete in every respect;
 3. I am authorised by the Tenderer to sign this Certificate, and to submit this tender on behalf of the Tenderer;
 4. Each person whose signature appears on this tender has been authorised by the Tenderer to determine terms of, and to sign, the tender on behalf of the Tenderer;
 5. For the purposes of this Certificate and this tender, I understand that the word “competitor” shall include any individual or organization, other than the Tenderer whether or not affiliated with the Tenderer;
- (a) has been requested to submit a tender in response to this invitation to tender;

- (b) could potentially submit a tender in response to this invitation to tender, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the Tenderer and/or is in the same line of business as the Tenderer;
6. The Tenderer has arrived at this tender independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communicating between partners in a Joint Venture or Consortium¹ will not be construed as collusive tendering;
7. In particular, without limiting the generality of Paragraph 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
- (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation);
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit a tender;
 - (e) the submission of a tender which does not meet the specifications and conditions of the tender; or
 - (f) tendering with the intention not to win the tender.

¹ Joint Venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

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 invitation to tender relates.
9. The terms of this tender have not been, and will not be, disclosed by the Tenderer, directly or indirectly, to any competitor, prior to the date and time of the official tender 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 tenders and contracts, tenders 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 1989 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 10 (ten) years in terms of the Prevention and Combating of Corrupt Activities Act No. 12 of 2004 or another applicable legislation.

.....
SIGNATURE

.....
DATE

.....
POSITION

.....
NAME OF TENDERER

**DEPARTMENT OF CO-OPERATIVE GOVERNANCE, HUMAN SETTLEMENTS AND
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SCHEDULE 4

CERTIFICATE OF AUTHORITY FOR JOINT VENTURES

This returnable schedule is to be completed by Joint Ventures.

YES NO (PLEASE INDICATE IF THIS IS A JV OR NOT. IF YES, FILL IN THE DETAILS BELOW.
ALSO ATTACH A SIGNED COPY OF AGREEMENT BETWEEN PARTIES)

We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorize

Mr/Mrs, authorised signatory of the

Company, Close Corporation or Partnership,
acting in the capacity of Lead Partner, to sign all documents in connection with the tender offer and any
contract resulting from it on our behalf.

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

Note: A copy of the Joint Venture Agreement shall be appended to this Schedule.

SIGNED ON BEHALF OF THE TENDERER:

DATE:

**DEPARTMENT OF CO-OPERATIVE GOVERNANCE, HUMAN SETTLEMENTS AND
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SCHEDULE 5

**DECLARATION IN TERMS OF THE PUBLIC FINANCE MANAGEMENT ACT
(No. 29 of 1999)**

ITEM	QUESTION	YES	NO
1.1	Is the Tenderer 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? (Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the <i>audi alteram partem</i> rule was applied)		
1.1.1	If so, furnish particulars:		
1.2	Is the Tenderer or any of its Directors listed on the Register for Tender Defaulters in terms of Section 29 of the Prevention and Combatting of Corrupt Activities Act (No. 12 of 2004)? (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 012-326 5445).		
1.2.1	If so, furnish particulars:		
1.3	Was the Tenderer 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 5 (five) years?		
1.3.1	If so, furnish particulars:		
1.4	Does the Tenderer 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 3 (three) months?		
1.4.1	If so, furnish particulars:		
1.5	Was any contract between the Tenderer and the Department / entity or any other Organ of State terminated during the past 5 (five) years on account of failure to perform on or comply with the contract?		
1.5.1	If so, furnish particulars:		

CERTIFICATION:



I, THE UNDERSIGNED
(Full Name)

CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM TRUE AND CORRECT.

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

.....
SIGNATURE

.....
DATE

.....
POSITION

.....
NAME OF TENDERER

*** Where the entity tendering is a Joint Venture, each party to the Joint Venture must sign a declaration in terms of the Public Finance Management Act and attach it to this Schedule.**

**DEPARTMENT OF CO-OPERATIVE GOVERNANCE, HUMAN SETTLEMENTS AND
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SCHEDULE 6

**BARGAINING COUNCIL CERTIFICATE AND DECLARATION IN RESPECT OF MINIMUM
SALARIES**

Tenderers should be registered with a relevant Bargaining Council (if such be in place) and must attach to this Schedule the applicable Certificate of Compliance (Letter of Good Standing in terms of the relevant Government Gazette).

Each party to a Consortium / Joint Venture shall attach separate certificates in the above regard.

SIGNED ON BEHALF OF THE TENDERER:

DATE:

EMPLOYER (NAME, TEL. NO. AND FAX NO.)	PRINCIPAL AGENT (NAME, TEL. NO. AND FAX NO.)	NATURE OF WORK	VALUE OF WORK R (m)	COMPLETION DATE
COMPLETED PROJECTS (attach additional pages if needed. Maximum of 5 contracts not older than 5 years)				

CURRENT PROJECTS (attach additional pages if needed.)				

Number of sheets appended by the Tenderer to this Schedule: (If nil, enter NIL)

SIGNED ON BEHALF OF THE TENDERER:

DATE:

**DEPARTMENT OF CO-OPERATIVE GOVERNANCE, HUMAN SETTLEMENTS AND
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SCHEDULE 8

PROPOSED AMENDMENTS AND QUALIFICATIONS BY TENDERER

The Tenderer should record any proposed deviations or qualifications he may wish to make to the tender documents in this Returnable Schedule. Alternatively, a Tenderer may state such proposed deviations and qualifications in a covering letter attached to his tender and reference such letter in this Schedule.

The Tenderer's attention is drawn to Clause F.3.8 of the Standard Conditions of Tender referenced in the Tender Data regarding the employer's handling of material deviations and qualifications.

If no deviations or modifications are desired, the Schedule hereunder is to be marked **NIL** and signed by the Tenderer.

PAGE	CLAUSE OR ITEM	PROPOSAL

Number of sheets, appended by the Tenderer to this Schedule: (If nil, enter NIL)

SIGNED ON BEHALF OF THE TENDERER:

DATE:

**DEPARTMENT OF CO-OPERATIVE GOVERNANCE, HUMAN SETTLEMENTS AND
TRADITIONAL AFFAIRS OF THE NORTHERN CAPE**

TENDER NO. NC/12/2022

**APPOINTMENT OF A PANEL OF ATTORNEYS TO PROVIDE SPECIALISED LEGAL
AND ADVISORY SERVICES (ON AN AS-AND-WHEN-REQUIRED BASIS) TO THE
DEPARTMENT OF CO-OPERATIVE GOVERNANCE, HUMAN SETTLEMENTS, AND
TRADITIONAL AFFAIRS NORTHERN CAPE FOR 3 YEARS STARTING 1 APRIL 2**

SCHEDULE 9

PRICING SCHEDULE

(Attach Proof)

SIGNED ON BEHALF OF THE TENDERER:

DATE:

**DEPARTMENT OF CO-OPERATIVE GOVERNANCE, HUMAN SETTLEMENTS AND
TRADITIONAL AFFAIRS OF THE NORTHERN CAPE**

TENDER NO. NC/12/2022

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TRADITIONAL AFFAIRS NORTHERN CAPE FOR 3 YEARS STARTING 1 APRIL 2**

SCHEDULE 10

PROFESSIONAL INDEMNITY INSURANCE

(Attach Proof)

SIGNED ON BEHALF OF THE TENDERER:

DATE:

**DEPARTMENT OF CO-OPERATIVE GOVERNANCE, HUMAN SETTLEMENTS AND
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TENDER NO. NC/12/2022

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SCHEDULE 11

TAX CLEARANCE CERTIFICATE

An original valid Tax Clearance Certificate from the South African Revenue Service (SARS) or a tax pin shall be attached to this Schedule, or proof that the Tenderer has made arrangements with SARS to meet his or her outstanding tax obligations. A current CSD report that clearly shows the tax status will be acceptable.

Each party to a Consortium / Joint Venture shall submit a separate Tax Clearance Certificate, or proof that he or she has made the necessary arrangements with SARS.

SIGNED ON BEHALF OF THE TENDERER:

DATE:

**DEPARTMENT OF CO-OPERATIVE GOVERNANCE, HUMAN SETTLEMENTS AND
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SCHEDULE 12

DAY WORKS SCHEDULE

This day work statement shall be used according to the opinion of the Department of Co-operative Governance, Human Settlements and Traditional Affairs, manager or delegated official for the assessment of value of additional work which cannot be assessed easily according to the tendered Re-measurable.

The rates for labour and material should not include overhead costs and profit, Site Supervision of personnel, insurance, paid vacation, the use and maintenance of small hand equipment and non-mechanical equipment, travel allowance, other payments and allowance. Provision is being made for this by including the percentages covering all these items with the item "Up costs". The rate which should be used for the assessment of value of additional work is the basic rate plus the percentage "UP costs".

The item "Up costs" is left out in the case of equipment. The rate then has to include all of the above "Up costs" mentioned as well as Operator's costs, user's goods, maintenance, etc.

The Tenderer has to fill in all of the items listed underneath, otherwise his tender can be considered as incomplete.

A. LABOUR

- | | | | |
|----|-------|---------------|-------------------|
| 1) | | per hour plus | % "Up cost" |
| 2) | | per hour plus | % "Up cost" |
| 3) | | per hour plus | % "Up cost" |
| 4) | | per hour plus | % "Up cost" |
| 4) | | per hour plus | % "Up cost" |

B. EQUIPMENT

DESCRIPTION	RATE PER HOUR	
	In Work	Standing
Motor Vehicle less than 2000m ³
Double Cab

C. MATERIAL

Here, the Tenderer has to provide the “Up Costs” which ought to be added to the basic price:

..... %

SIGNED ON BEHALF OF THE TENDERER:

DATE:

**DEPARTMENT OF CO-OPERATIVE GOVERNANCE, HUMAN SETTLEMENTS AND
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TENDER NO. NC/12/2022

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SCHEDULE 13

DETAIL OF THE PROPOSAL BY THE TENDERER

The proposal must be done for Professional Services.

The proposal is to be done in such a manner as to allow the department to evaluate the specific criteria provided by the tenderer.

**DEPARTMENT OF CO-OPERATIVE GOVERNANCE, HUMAN SETTLEMENTS AND
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SCHEDULE 14

**AUDITED FINANCIAL STATEMENTS FOR THE PAST 3 FINANCIAL YEARS TO BE
ATTACHED TO THIS PAGE**

DEPARTMENT OF CO-OPERATIVE GOVERNANCE, HUMAN SETTLEMENTS AND
TRADITIONAL AFFAIRS OF THE NORTHERN CAPE

TENDER NO. NC/12/2022

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TRADITIONAL AFFAIRS NORTHERN CAPE FOR 3 YEARS
STARTING 1 APRIL 2**

SCHEDULE 15

RECORD OF ADDENDA TO TENDER DOCUMENTS

We confirm that the following communications received from the Employer before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer:		
	DATE	TITLE OR DETAILS
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		

Attach additional pages if more space is required.

.....
SIGNATURE

.....
DATE

.....
POSITION

.....
NAME OF TENDERER

**DEPARTMENT OF CO-OPERATIVE GOVERNANCE, HUMAN SETTLEMENTS AND
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STARTING 1 APRIL 2**

NCP SCHEDULES

LIST OF NCP FORMS

1. NCP 1
2. NCP 2
3. NCP 4
4. NCP 6.1
5. NCP 7.1

INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF COGHSTA

TENDER NO.: NC/12/2022 CLOSING DATE: FRIDAY, 02 DECEMBER 2022 CLOSING TIME: 11H00

DESCRIPTION: BIDS ARE INVITED BY THE DEPARTMENT OF CO-OPERATIVE GOVERNANCE, HUMAN SETTLEMENTS AND TRADITIONAL AFFAIRS OF THE NORTHERN CAPE FOR THE APPOINTMENT OF A PANEL OF ATTORNEYS TO PROVIDE SPECIALISED LEGAL AND ADVISORY SERVICES (ON AN AS-AND-WHEN-REQUIRED BASIS) TO THE DEPARTMENT OF CO-OPERATIVE GOVERNANCE, HUMAN SETTLEMENTS, AND TRADITIONAL AFFAIRS NORTHERN CAPE FOR 3 YEARS STARTING 1 APRIL 2

The successful Bidder will be required to fill in and sign a written contract Form (NCP 7)

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

**LARRY MOLEKO LOUW BUILDING
9 CECIL SUSSMAN ROAD
KIMBERLEY 8301**

A NON-COMPULSORY MEETING WILL BE HELD ON MONDAY 21 NOVEMBER 2022 AT 09H00 AT THE LARRY MOLEKO LOUW BUILDING, 9 CECIL SUSSMAN ROAD, KIMBERLEY 8301

Bidders should ensure that bids are delivered timeously to the correct address. If the bid is late, it will not be accepted for consideration.

The bid box is generally open 24 (twenty-four) hours a day, 7 (seven) days a week.

ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS (NOT TO BE RE-TYPED)

THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE Preferential Procurement Regulations, 2021 (Government Gazette No. 10684), THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.

THE FOLLOWING PARTICULARS MUST BE FURNISHED.

NAME OF BIDDER:

POSTAL ADDRESS:

STREET ADDRESS:

TELEPHONE NUMBER:

CELLPHONE NUMBER:

FACIMILE NUMBER:

E-MAIL ADDRESS:

VAT REGISTRATION NUMBER:

HAS AN ORIGINAL AND VALID TAX CLEARANCE CERTIFICATE BEEN SUBMITTED?
(NCP 2)

YES NO

HAS A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE BEEN SUBMITTED?

(NCP 6.1)

YES NO

IF YES, WHO WAS THE CERTIFICATE ISSUED BY?

AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA) ☐

A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM

(SANAS); ☐
OR

A REGISTERED AUDITOR ☐

(Tick the applicable box)

**A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE MUST BE SUBMITTED IN ORDER TO
QUALIFY FOR PREFERENCE POINTS FOR B-BBEE)**

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /
SERVICES / WORKS OFFERED?

YES NO

IF YES, ENCLOSE PROOF

.....
SIGNATURE OF BIDDER

.....
DATE

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

.....
TOTAL BID PRICE

.....
TOTAL NUMBER OF ITEMS OFFERED

ANY ENQUIRIES REGARDING THE BIDDING PROCEDURE MAY BE DIRECTED TO:

Contact Person: KAREL VISAGIE of CoGHSTA, Tel: (053) 807-9723, e-mail:

ANY ENQUIRIES REGARDING TECHNICAL INFORMATION MAY BE DIRECTED TO:

Contact Person: Mr. F. MASHILO of CoGHSTA, Tel: 053-8309400

E-MAIL TIHELOMASHILO@GMAIL.COM

TAX CLEARANCE REQUIREMENTS

IT IS A CONDITION OF BIDDING THAT:

1. The taxes of the successful Bidder **must** be in order, or that satisfactory arrangements have been made with the Receiver of Revenue to meet his/her tax obligations.
2. The form "Application for Tax Clearance Certificate (in respect of Bidders)", must be completed in all respects and submitted to the Receiver of Revenue where the Bidder is registered for tax purposes. The Receiver of Revenue will then furnish the Bidder with a Tax Clearance Certificate that will be valid for a period of 6 (six) months from the date of issue. This Tax Clearance Certificate must be submitted in the original (or PIN), together with the bid and attached to Schedule 15. Failure to submit the **original** and valid Tax Clearance Certificate **will** invalidate the bid.
3. In bids where Consortia / Joint Ventures / Sub-Contractors are involved; each party must submit a separate Tax Clearance Certificate. Copies of the "Application for Tax Clearance Certificates" are available at any Receiver's Office.

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

Any person (natural or juristic) may make an offer or offers in terms of this invitation to bid. In line with the principles of transparency, accountability, impartiality, and ethics as enshrined in the Constitution of the Republic of South Africa and further expressed in various pieces of legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.

Where a person/s are listed in the Register for Tender Defaulters and / or the List of Restricted Suppliers, that person will automatically be disqualified from the bid process.

2. Bidder's declaration

- 2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest¹ in the enterprise, employed by the state? **YES/NO**

- 2.1.1 If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/ directors / trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below.

Full Name	Identity Number	Name of State institution

¹ the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise.

- 2.2 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution? **YES/NO**

- 2.2.1 If so, furnish particulars:

.....

- 2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract? **YES/NO**

- 2.3.1 If so, furnish particulars:

.....

3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 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 consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.

² Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 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.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....

Signature

.....

Date

.....

Position

.....

Name of bidder

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE Preferential Procurement Regulations, 2021 (Government Gazette No. 10684)

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

NB. BEFORE COMPLETING THIS FORM, TENDERERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2021 (GOVERNMENT GAZETTE No. 10684)

1. GENERAL CONDITIONS

- 1.1 The following preference point systems are applicable to all Bids:
- the 80/20 system for requirements with a Rand value of Rand value of equal to or above R50 000 million and more (all applicable taxes included); and
 - the 90/10 system for requirements with a Rand value above R50 million (all applicable taxes included).

- 1.2 The value of this bid is not expected to exceed R50 000 000 (all applicable taxes included), and therefore the **80/20** system shall be applicable.

- 1.3 Preference points for this bid shall be awarded for:

- (i) Price; and
- (ii) B-BBEE Status Level of Contribution.

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

POINTS

1.3.1.1 **PRICE** 80

1.3.1.2 **B-BBEE STATUS LEVEL OF CONTRIBUTION** MAXIMUM OF 20

Total points for Price and B-BBEE must not exceed **100**

- 1.4 **Failure** on the part of a Bidder to fill in and/or to sign this form **and submit a valid original or a valid certified copy of a B-BBEE Verification Certificate** from a 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**.

- 1.5 The purchaser reserves the right to require of a Bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

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 bid 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 utilised 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;
- 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 the 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;
- 2.21 “**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 the 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 (two) decimal places.
- 3.4 In the event that two or more bids have scored equal 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 preferential 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 SYSTEMS

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

80/20

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

90/10

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

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

1. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTION

- 1.1 In terms of Regulation 5(2) and 6(2) of the Preferential Procurement Regulations, preference points must be awarded to a Bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

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

- 5.2 Bidders who qualify as EMEs in terms of the B-BBEE Act 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 (twenty-five) % 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 capacity and ability to execute the sub-contract.
- 5.8 A person awarded a contract may not sub-contract more than 25 (twenty-five) % 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 B-BBEE Status Level of Contributions must complete the following:

7. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.3.1.2 AND 5.1

- 7.1 B-BBEE Status Level of Contribution: = (maximum of 20)

(Points claimed in respect of paragraph 7.1 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).

8. SUB-CONTRACTING

- 8.1 Will any portion of the contract be sub-contracted? (Delete which is not applicable)

YES NO

- 8.1.1 If yes, indicate:

(i) what percentage of the contract will be sub-contracted %

(ii) the name of the Sub-Contractor.....

(iii) the B-BBEE status level of the Sub-Contractor

(iv) whether the Sub-Contractor is an EME

YES NO

9. DECLARATION WITH REGARD TO COMPANY / FIRM:

- 9.1 Name of firm:

- 9.2 VAT registration number:

- 9.3 Company registration number:

9.4 TYPE OF COMPANY / FIRM

☐ Partnership/Joint Venture/Consortium

☐ One-person business/sole propriety

- ☐ Close Corporation
- ☐ Company
- ☐ (Pty) Limited

(Tick applicable box)

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

9.6 COMPANY CLASSIFICATION

- ☐ Manufacturer
- ☐ Supplier
- ☐ Professional service provider
- ☐ Other service providers, e.g. transporter, etc.

(Tick applicable box)

9.7 Total number of years the firm has been in business?years

9.8 I/We, the undersigned, who is/are duly authorised to do so on behalf of the company/firm, certify that points claimed, based on the B-BBEE 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 is 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 the 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.

WITNESSES:

1.

SIGNATURE(S) OF BIDDER (S)

2. DATE:

ADDRESS:

.....

.....

.....

CONTRACT FORM – PURCHASE OF GOODS / WORKS

THIS FORM MUST BE COMPLETED IN DUPLICATE BY BOTH THE SUCCESSFUL BIDDER (PART 1) AND THE PURCHASER (PART 2). BOTH FORMS MUST BE SIGNED IN THE ORIGINAL SO THAT THE SUCCESSFUL BIDDER AND THE PURCHASER WOULD BE IN POSSESSION OF ORIGINALLY SIGNED CONTRACTS FOR THEIR RESPECTIVE RECORDS

PART 1 (TO BE COMPLETED BY THE BIDDER)

1. I hereby undertake to supply all or any of the goods and/or works described in the attached bidding documents to (name of institution) in accordance with the requirements and specifications stipulated in bid number at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the purchaser during the validity period indicated and calculated from the closing time of bid.

2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (i) bidding documents, viz
 - Invitation to bid;
 - Tax Clearance Certificate
 - Pricing Schedule(s);
 - Technical Specification(s);
 - Preference claims for Broad Based Black
 - Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations, 2021 (Government Gazette No. 10684);
 - Declaration of interest;
 - Declaration of Bidder's past SCM practices;
 - Certificate of Independent Bid Determination;
 - Special Conditions of Contract;

 - (ii) General Conditions of Contract; and

 - (iii) Other (specify)

3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the tendered Remeasurable quoted cover all the goods and/or works specified in the bidding documents; that the tendered Remeasurable cover all my obligations and I accept that any mistakes regarding the tendered Remeasurable and calculations will be at my own risk.

- 4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfilment of this contract.
- 5. I declare that I have no participation in any collusive practices with any Bidder or any other person regarding this or any other bid.
- 6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT)
CAPACITY
SIGNATURE
NAME OF FIRM
DATE

WITNESSES

1.

2.

DATE:

CONTRACT FORM – PURCHASE OF GOODS / WORKS**PART 2 (TO BE COMPLETED BY THE PURCHASER)**

1. I, in my capacity as
accept your bid under Reference Number dated
for the supply of goods / works indicated hereunder and/or further specified in the annexure(s).
2. An official order indicating delivery instructions is forthcoming.
3. I undertake to make payment for the goods/works delivered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice accompanied by the delivery note.

ITEM NO.	PRICE (ALL APPLICABLE TAXES INCLUDED), EXCL 14% VAT	BRAND	DELIVERY PERIOD	B-BBEE STATUS LEVEL OF CONTRIBUTION	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)

4. I confirm that I am duly authorised to sign this contract.

SIGNED AT ON

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

WITNESSES

1.

2.

DATE:

THE CONTRACT

AGREEMENT AND CONTRACT DATA

3.1 Form of Offer and Acceptance

3.2 Contract Data

C 1.1:
FORM OF OFFER AND
ACCEPTANCE
(AGREEMENT)

DEPARTMENT OF CO-OPERATIVE GOVERNANCE, HUMAN SETTLEMENTS AND
TRADITIONAL AFFAIRS OF THE NORTHERN CAPE

TENDER NO. NC/12/2022

**APPOINTMENT OF A PANEL OF ATTORNEYS TO PROVIDE SPECIALISED LEGAL
AND ADVISORY SERVICES (ON AN AS-AND-WHEN-REQUIRED BASIS) TO THE
DEPARTMENT OF CO-OPERATIVE GOVERNANCE, HUMAN SETTLEMENTS, AND
TRADITIONAL AFFAIRS NORTHERN CAPE FOR 3 YEARS STARTING 1 APRIL 2**

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

OFFER

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

**TENDER NO.NC/12/2022: APPOINTMENT OF A PANEL OF ATTORNEYS TO PROVIDE SPECIALISED
LEGAL AND ADVISORY SERVICES (ON AN AS-AND-WHEN-REQUIRED BASIS) TO THE
DEPARTMENT OF CO-OPERATIVE GOVERNANCE, HUMAN SETTLEMENTS, AND TRADITIONAL
AFFAIRS NORTHERN CAPE FOR 3 YEARS STARTING 1 APRIL 2**

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

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

**THE OFFERED TOTAL OF THE TENDERED RE-MEASUREABLE CONTRACT EXCLUSIVE OF VALUE
ADDED TAX IS:**

R..... (in figures);

.....

..... (in words).

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

Signature(s)

Name(s)

Capacity

For the

Tenderer

(Name and address of Organisation/Tenderer)

Name & signature

of Witness **Date**

ACCEPTANCE

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

The terms of the Contract are contained in:

Part C 1: Agreement and Contract Data, which includes this agreement

Part C 2: Pricing Data (Tendered Re-Measurable)

Part C 3: Scope of Work

and drawings and documents or parts thereof, which may be incorporated by reference into Parts C1 to C 3 above.

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

The Tenderer shall within 2 (two) weeks after receiving a completed copy of this Agreement, including the Schedule of Deviations (if any), contact the Employer's agent (whose details are given in the Contract Data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of Contract identified in the Contract Data at, or just after, the date this Agreement comes into effect. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this Agreement.

Notwithstanding anything contained herein, this Agreement comes into effect on the date when the Tenderer receives 1 (one) fully completed original copy of this document, including the Schedule of Deviations (if any). Unless the Tenderer (now Contractor) within 5 (five) days of the date of such receipt, notifies the Employer in writing of any reason why he cannot accept the contents of this Agreement, this Agreement shall constitute a binding contract between the parties.

Signature(s)

Name(s)

Capacity

**For the
Employer**

DEPARTMENT OF CO-OPERATIVE GOVERNANCE, HUMAN SETTLEMENTS AND
TRADITIONAL AFFAIRS OF THE NORTHERN CAPE
PRIVATE BAG X5005
KIMBERLEY, 8300

Name & signature

of Witness **Date**

SCHEDULE OF DEVIATIONS

Notes:

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

1. **Subject**

Details

2. **Subject**

Details

3. **Subject**

Details

4. **Subject**

Details

5. **Subject**

Details

6. Subject

Details

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

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

AGREEMENT

The Employer identified below has accepted a Tender Offer by the Company for the rendering of consulting services, completion and remedying of defects of the specified Works. Acceptance of the Supplier's Offer shall form an agreement between the Employer and the Consulting Agent upon the terms and conditions contained in the Agreement and in the Contract that is the subject of the Agreement.

THESE AGREEMENT WITNESSES THAT:

1. The following documents shall be deemed to form and be read and construed as part of this Agreement:
 - (a) Form of Offer and Acceptance, including Schedule of Deviations
 - (b) Addenda, Schedules
 - (c) Contract Data
 - (d) Tendered (Re-Measurable)
 - (e) Scope of Work (Specifications, drawings)
 - (f) Annexures (as applicable)
2. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor covenants with the Employer to execute and complete the Works and remedy any defects therein, in conformity with the provisions of the Contract.
3. The Employer hereby covenants to pay the Contractor, in consideration of the execution and completion of the Works and the remedying of defects therein, the tendered Contract at intervals predetermined in the service level agreement and in the manner prescribed by the Contract.

FOR THE CONTRACTOR (SUCCESSFUL TENDERER):

Signature(s)

Name(s)

Capacity

For the Contractor

(Name and address of organisation)

Name & signature

of Witness **Date**

FOR THE EMPLOYER:

Signature(s)

Name(s)

Capacity

For the DEPARTMENT OF CO-OPERATIVE GOVERNANCE, HUMAN SETTLEMENTS AND
TRADITIONAL AFFAIRS OF THE NORTHERN CAPE
Employer PRIVATE BAG X5005
KIMBERLEY, 8300

Name & signature

of Witness

CONFIRMATION OF RECEIPT

The Tenderer, (now Contractor), identified in the Offer part of this Agreement hereby confirms receipt from the Employer, identified in the Acceptance part of this Agreement, of one fully completed original copy of this Agreement, including the Schedule of Deviations (if any) today:

At (Place) on the day of (Month) 20 (Year)

FOR THE CONTRACTOR (SUCCESSFUL TENDERER):

Signature(s)

Name(s)

Capacity

For the

Contractor

(Name and address of organisation)

Name & signature

of Witness Date

CONTRACT DATA



COGHSTA

Co-operative Governance
Human Settlement & Traditional Affairs

PART 1: DATA PROVIDED BY THE EMPLOYER

**DEPARTMENT OF CO-OPERATIVE GOVERNANCE, HUMAN SETTLEMENTS AND
TRADITIONAL AFFAIRS OF THE NORTHERN CAPE**

TENDER NO. NC/12/2022

**APPOINTMENT OF A PANEL OF ATTORNEYS TO PROVIDE SPECIALISED LEGAL
AND ADVISORY SERVICES (ON AN AS-AND-WHEN-REQUIRED BASIS) TO THE
DEPARTMENT OF CO-OPERATIVE GOVERNANCE, HUMAN SETTLEMENTS, AND
TRADITIONAL AFFAIRS NORTHERN CAPE FOR 3 YEARS STARTING 1 APRIL 2**

CONTRACT DATA

PART 1: DATA PROVIDED BY THE EMPLOYER

CONDITIONS OF CONTRACT

CONTRACT SPECIFIC DATA

Compulsory Data

The name of the Employer is COGHSTA.

The name of the Employer's Agent is Mr. A. F. MASHILO, Director DEVELOPMENT AND PLANNING,
CoGHSTA



The Pricing Strategy is a Re-Measurable Contract.

The address of the Employer is:

Physical address: LARRY MOLEKO LOUW BUILDING
9 CECIL SUSSMAN ROAD
KIMBERLEY
8301

Postal Address: PRIVATE BAG X5005
KIMBERLEY
8300

E-mail address: bslenkoe@ncpg.gov.za

The address of the Employer's Agent is:

Physical address: LARRY MOLEKO LOUW BUILDING
9 CECIL SUSSMAN ROAD
KIMBERLEY
8301

Postal address: PRIVATE BAG X5005
KIMBERLEY, 8300

E-mail address: TIHELOMASHILO@GMAIL.COM

The language of the Contract and of written communication shall be English as determined by the Employer and the Employer's Agent at the onset of the Contract.

The Employer's Agent shall retain copyright and property rights on his documentation, etc.

The Employer's Agent is required to obtain the specific approval of the Employer before executing any of the following functions or duties:

1. Nominating the Employer's Agent's Representative
2. Delegation of Employer's Agent's authority

Details to be confidential

The bidder shall treat the details of the work comprised in this Contract as private and confidential (save in so far as may be necessary for the purposes hereof) and shall not publish or disclose the same or any particulars thereof in any trade or technical paper elsewhere without prior written consent from the Department.



PART 2: DATA PROVIDED BY THE TENDERER



PART 2: DATA PROVIDED BY THE TENDERER

Clause 1.1.1.9:

The name of the Tenderer is

.....

Clause 1.2.1.2:

The address of the Tenderer is:

Physical address:

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

Postal address:

.....

E-mail address:

.....

Fax number:

.....

Contact person:

.....

Cell No.:

.....

SIGNED ON BEHALF OF THE TENDERER

DATE:



**DEPARTMENT OF CO-OPERATIVE GOVERNANCE, HUMAN SETTLEMENTS AND
TRADITIONAL AFFAIRS OF THE NORTHERN CAPE**

TENDER NO. NC/12/2022

**APPOINTMENT OF A PANEL OF ATTORNEYS TO PROVIDE SPECIALISED
LEGAL AND ADVISORY SERVICES (ON AN AS-AND-WHEN-REQUIRED BASIS)
TO THE DEPARTMENT OF CO-OPERATIVE GOVERNANCE, HUMAN
SETTLEMENTS, AND TRADITIONAL AFFAIRS NORTHERN CAPE FOR 3
YEARS STARTING 1 APRIL 2**



PURPOSE OF TENDER

APPOINTMENT OF A PANEL OF ATTORNEYS TO PROVIDE SPECIALISED LEGAL AND ADVISORY SERVICES (ON AN AS-AND-WHEN-REQUIRED BASIS) TO THE DEPARTMENT OF CO-OPERATIVE GOVERNANCE, HUMAN SETTLEMENTS, AND TRADITIONAL AFFAIRS NORTHERN CAPE FOR 3 YEARS STARTING 1 APRIL 2023 AND ENDING 31 MARCH 2026

1. Introduction and background

The Department of Co-operative Governance, Human Settlements and Traditional Affairs, Northern Cape (CoGHSTA) requires the services of legal firms/practitioners and/or appropriately qualified individuals, that have expert insight to assist and render specialist support to CoGHSTA on a wide range of matters that require legal interpretation, legal advice, legal opinions, and legal representation, as and when required. **Appointed legal firms/practitioners will be instructed in some instances by Coghsta to represent or act on behalf of municipalities in the Northern Cape.**

CLOSING DATE AND TIME AND PLACE:

Closing Date: 02 DECEMBER 2022

Closing Time: 11H00

The Tender Box are at the reception in the Larry Moleko Louw Building, 9 Cecil Sussman Road, Kimberley 8301. Tenders must be placed in the Tender Box, not later than the closing date and at the time advertised, at which time the tenders will be opened in public. To ensure that your tender is not exposed to invalidation, documents are to be completed in accordance with the conditions and tender rules contained in the tender documents. The tenders will be opened directly after closing.

CoGHSTA reserves the right not to consider any tender not suitably endorsed or comprehensively completed.

All inquiries can be directed to Mr. Karel Visagie

Telephone number: 053 8309400

Cell number: 0786072075

E-mail address: kvisagie@ncpg.gov.za

A non-compulsory briefing session will be held at the following physical address: -

**Larry Moleko Louw Building
9 Cecil Sussman Road
Kimberley
8301**

on 21 November 2022 at 09h00

THE EMPLOYER:

THE HEAD OF DEPARTMENT

NC DEPARTMENT OF COGHSTA

PRIVATE BAG X5005

KIMBERLEY 8300



2. SCOPE OF WORK

Legal practitioners as defined in the Legal Practice Act, 2014 (Act No. 28 of 2014), and who are employed by CoGHSTA for the purpose of providing a dedicated source of legal services and advice in exchange for remunerations must comply with all the provisions of the Act and must adhere to the provisions of Part VII of the Code of Conduct for all Legal Practitioners, Candidate Legal Practitioners and Justice Entities (GN 168 of 29 March 2019 as published in Government Gazette No. 42337 (as amended) and read together with its Regulations.

The successful tenderers will be required to adhere to the principles and conditions of legislation and policies/frameworks applicable to the relevant category of work tendered for.

2.1. Categories of services required

CoGHSTA would require legal services in the following categories:

- 2.1.1. Public Law (inclusive of Administrative and Constitutional Law)
- 2.1.2. Labour Law
- 2.1.3. Corporate and Commercial law (inclusive of contract law)
- 2.1.4. Forensic Investigations and reports thereof and compliance matters
- 2.1.5. Information and Communication Technology Law
- 2.1.6. Public Procurement and Supply Chain Management
- 2.1.7. Civil Law
- 2.1.8. Debt Collection

Tenderers are allowed to submit a bid for each category.

2.2. The requirements pertaining to the legal services to be rendered will include, but are not limited to the following:

The successful tenderers must –

- 2.2.1. Be able to provide general legal services in respect of the various categories of service tendered for to organs of state.
- 2.2.2. Be able to conduct detailed and credible research in identifying and applying the applicable laws and regulatory framework to the given set of facts in appropriate cases and providing solutions thereto.
- 2.2.3. Must provide legal opinions in the various categories of service with a specific focus on the applicable laws and regulatory framework.
- 2.2.4. Provide broad investigative and related legal support to the CoGHSTA in respect of the matters in the various categories of service tendered for.
- 2.2.5. Assist the CoGHSTA in its interaction, and liaison with as well as the management of stakeholders, if and when required.
- 2.2.6. Have an understanding of the legislation and the regulatory framework and requirements applicable to provincial governments in respect of the various categories of service tendered for.
- 2.2.7. Provide legal interpretation as well as independent and impartial legal advice to the CoGHSTA in respect of matters relating to the specific category tendered for.
- 2.2.8. Represent CoGHSTA in legal and litigation matters pertaining to the various categories of service tendered for, including services related to Magistrate and High Court litigation, as well as other dispute resolution mechanisms, as and when required.
- 2.2.9. Facilitate engagements between the CoGHSTA and other parties.



2.2.10. Represent CoGHSTA in Mediation and Arbitration and other dispute resolution forums.

2.3. The following special conditions and service standards will apply:

- 2.3.1. For every assignment CoGHSTA will provide particulars to the successful tenderer.
- 2.3.2. Successful tenderers are not guaranteed any work under this tender proposal and the acceptance of the bid and the appointment of a tenderer to render specialized and advisory services pertaining to matters in the various categories of service depend on whether a need arises. It should not be construed as assurance that any amount of work will be awarded to the tenderer during the contract term.
- 2.3.3. CoGHSTA may by mutual agreement amend the particulars of an assignment to the extent that it will not significantly influence the original request.
- 2.3.4. CoGHSTA reserves the right to consult/interview successful tenderers prior to the commencement of an assignment.
- 2.3.5. The successful tenderers, by representing CoGHSTA, will be required to adhere to the principles and conditions of legislation and policies/frameworks applicable to the various categories of service tendered for.
- 2.3.6. The successful tenderer must conduct its business during the business hours of CoGHSTA and must be readily accessible to the Department's staff. In the event of emergencies, after-hours work may be required in which case the tendered rates will apply.
- 2.3.7. The successful tenderer must be conversant with, conforms to, and complies with all statutory provisions, regulations, and by-laws relating to its business provided in terms of the required services.
- 2.3.8. The successful tenderer must perform all duties with due regard to the provisions of the Occupational Health and Safety Act, 1993 (Act No. 85 of 1993) and the Regulations promulgated in terms of the Act and adhere to all safety rules and regulations.
- 2.3.9. CoGHSTA reserves the right not to issue any assignment to a candidate attorney, although they may perform legal work under the supervision of their own principals.
- 2.3.10. It will be expected of successful tenderers to always protect CoGHSTA's interest in all legal matters
- 2.3.11. The basis of engaging the successful tenderers will be on an assignment (if and when required) basis.
- 2.3.12. The successful tenderers must supply their own resources in respect of offices, personnel, vehicles, and equipment required.
- 2.3.13. Successful tenderers shall not settle or compromise any claim or initiate litigation on behalf of CoGHSTA, without the necessary consultation and approval of CoGHSTA.
- 2.3.14. Files in respect of matters handed over to successful tenderers during the contract period and not yet finalized on the termination date of the contract will be concluded and finalized as to be mutually agreed upon.
- 2.3.15. The successful tenderers will be required to sign confidentiality and indemnity agreements with CoGHSTA upon appointment.
- 2.3.16. Successful tenderers to whom any work has been assigned may not cede or subcontract any part thereof to any person unless the written consent of CoGHSTA has been obtained, or as may be required by applicable legislation, e.g. in instances where correspondent attorneys may be necessary.



- 2.3.17. CoGHSTA reserves the right to clarify any aspect related to a tender submitted if deemed necessary during the evaluation process.
- 2.3.18. The purchaser (CoGHSTA), without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
- (a) if the supplier fails to deliver any service within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2 of the General Conditions of Contract;
 - (b) If the supplier/service provider fails to perform any other obligation(s) under the contract; or
 - (c) If the supplier/service provider, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or executing the contract.
- 2.3.19. Successful tenderers must give a firm undertaking that, for the duration of the contract period, it will not institute any legal action against CoGHSTA, nor act for a Defendant/Respondent and/or Plaintiff/Applicant in matters where CoGHSTA or a municipality is the Plaintiff/Applicant or Defendant/Respondent.
- 2.3.20. CoGHSTA will not be held responsible for any claims arising as a result of injury or losses sustained by the successful tenderers and/or their employees during the period of the contract.
- 2.3.21. Legal counsel or other experts (legal or otherwise) may not be formally briefed by successful tenderers without obtaining prior written approval from CoGHSTA.
- 2.3.22. Prior to the acceptance of any assignment, the tenderers must declare any interest it has in an assignment as well as declare any possible conflicts of interest which may prohibit the tenderer from performing the such assignment.
- 2.3.23. In the event that any conflict of interest may develop or is discovered during the contract term, CoGHSTA reserves the right to summarily cancel the agreement and demand that all information, documents, and property of CoGHSTA be returned forthwith.
- 2.3.24. No assignments will be allocated where; CoGHSTA is of the view that a conflict of interest exists at the time of the assignment.

3. Delivery Time Frames

- 3.1. Delivery time frames for completion of work must be mutually agreed upon by the parties prior to the commencement of an assignment.
- 3.2. If and when in the event emergency advice is required by CoGHSTA or a municipality, successful tenderers must be able to respond within a timeframe mutually agreed upon, which can be less than 24-hours.
- 3.3. CoGHSTA will, within five (5) days from the date of formal allocation of work to a successful tenderer, furnish a successful tenderer with all the necessary documents/files of CoGHSTA's or a municipality's records relating to the matter, in order to proceed with the instruction.
- 3.4. In the event of a successful tenderer not receiving the above-mentioned documents/files within the time period stipulated, the relevant official from which the instruction was received, must be notified of this in writing.
- 3.5. The minimum time period specified in the Rules of Court for the delivery of applications, notices, and pleadings must be strictly adhered to.



4. DELIVERABLES

- 4.1. Successful tenderers must provide monthly (or as mutually agreed upon) progress reports to CoGHSTA on all matters and/or work allocated and for each assignment awarded.
- 4.2. Close-out reports in the last month of completion of an assignment must be provided to CoGHSTA together with any other reports that CoGHSTA may deem necessary.

5. EVALUATION

- 5.1. Prospective tenderers may tender for any or all the categories of legal services required
- 5.2. Each category of service will be evaluated separately.

KEY PERSONNEL

The following minimum key personnel is recommended for each category of service only for evaluation purposes:

- Lead Attorney; and
- Professional Assistant.

6. EVALUATION CRITERIA

- 6.1. All bids received shall be evaluated in terms of the Supply Chain Management Regulations, the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000) and the Preferential Procurement Regulations of 2021.
- 6.2. Tenderers will be evaluated based on functionality and are required to submit evidence that demonstrates their qualifications and experience in respect of each category of service tendered in order to obtain relevant points during the functionality evaluation process.
- 6.3. Please note that a tenderer has to score a minimum points of 70 out of 100 per category for functionality, (contained in the technical component) to qualify for further evaluation.

7. FUNCTIONALITY CRITERIA

Criteria	Minimum requirement	Points	Maximum Points
Experience of entity illustrating relevance to the category of service tendered for. (Company profile and reference/appointment letters must be attached to tenders.)	National or Provincial and Local Government Sector experience within the last eight (8) years	5 or more assignments completed (15 points) 3-4 assignments completed (10 points) 3 assignments completed (5 points)	22



	Other Sector experience within the last eight (8) years	5 or more assignments completed (7 points) 3-4 assignments completed (5 points) 3 assignments completed (2 points)	
Experience of Lead Attorney illustrating relevance to the category of service tendered for. (Reference/appointment letters must be attached to the tender.) (Scoring a max of 30)	National or Provincial and Local Government Sector experience within the last eight (8) years	5 or more assignments completed (15 points) 3-4 assignments completed (10 points) 3 assignments completed (5 points)	22
	Other Sector experience within the last eight (8) years	5 or more assignments completed (7 points) 3-4 assignments completed (5 points) 3 assignments completed (2 point)	
Academic Qualification of Lead Attorney. Highest qualification	Qualifications	LLM (Master of Laws) or equivalent or higher (10 points) LLB (Bachelor of Laws) or equivalent to NQF Level 8 (8 points) Bachelor's Degree or equivalent to NQF Level 7 in law sciences (7 points)	10



Experience of Professional Assistant illustrating relevance to the category of service tendered for. (Reference/appointment letters must be submitted)	National or Provincial Government Sector experience within the last eight (8) years	5 or more assignments completed (15 points) 3-4 assignments completed (10 points) 3 assignments completed (5 points)	22
	Other Sector experience within the last eight (8) years	5 or more assignments completed (5 points) 3-4 assignments completed (3 points) 3 assignments completed (1 point)	
Academic Qualification of Professional Assistant. Highest qualification (Scoring a max of 10)	Qualifications	LLM (Master of Laws) or equivalent or higher (10 points) LLB (Bachelor of Laws) or equivalent to NQF Level 8 (8 points) Bachelor's Degree or equivalent to NQF Level 7 in law sciences (7 points)	10
Woman ownership (Scoring a max of 5)	Companies who are 100% owned by Women.	5	5
	Companies who are between 50% and 100% owned by Women.	4	
	Companies who are between 25% and 50% owned by Women.	2	



	Companies who are less than 25% owned by Women.	0	
Youth ownership (Scoring a max of 5)	Companies who are 100% owned by Youth.	5	5
	Companies who are between 50% and 100% owned by Youth.	4	
	Companies who are between 25% and 50% owned by Youth.	2	
	Companies who are less than 25% owned by Youth.	0	
People with disability ownership (Scoring a maximum of 5)	Companies who are 100% owned by people with disability.	5	5
	Companies who are between 50% and 100% owned by people with disability.	4	
	Companies who are between 25% and 50% owned by people with disabilities.	2	
	Companies who are less than 25% owned by people with disabilities.	0	
Locality (Scoring a max of 10)	Companies who are based in the Northern Cape Province.	4	4
	Companies who are based outside the Northern Cape Province	0	
Total			100