



## **THEEWATERSKLOOF MUNICIPALITY**

TENDER NO: COR 01/2025/26

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CONTRACT NO.

**COR 01/2025/26**

**PROVISION OF LEGAL SERVICES: APPOINTMENT OF  
PANEL OF ATTORNEYS FROM DATE OF  
APPOINTMENT TO 30 JUNE 2028**

**JUNE 2025**

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ISSUED BY:  
DIRECTORATE: CORPORATE SERVICES  
THEEWATERSKLOOF MUNICIPALITY  
P O BOX 24  
CALEDON  
7230

NAME OF TENDERER: .....

**PART A  
INVITATION TO BID**

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE THEEWATERSKLOOF MUNICIPALITY</b>					
Bid Number:	COR 01/2025/26	Closing Date:	11 July 2025	Closing Time:	12:00
Description:	<b>PROVISION OF LEGAL SERVICES: APPOINTMENT OF PANEL OF ATTORNEYS FROM DATE OF APPOINTMENT TO 30 JUNE 2028</b>				
<b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (FORM OF OFFER AND ACCEPTANCE).</b>					

Bid Response Documents may be Deposited in the Bid Box **NO. 1** situated at:

**MUNICIPAL HEAD OFFICE**

**06 PLEIN STREET**

**CALEDON**

**7230**

**SUPPLIER INFORMATION**

NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
TAX COMPLIANCE STATUS	TCS PIN:		OR	CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	<input type="checkbox"/> Yes  <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT  <input type="checkbox"/> Yes  <input type="checkbox"/> No		

**[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]**

<b>1. ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No  [IF YES ENCLOSE PROOF]	<b>2. ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No  [IF YES, ANSWER PART B:3 ]
<b>3. TOTAL NUMBER OF ITEMS OFFERED</b>		<b>4. TOTAL BID PRICE</b>	
<b>5. SIGNATURE OF BIDDER</b>  .....		<b>6. DATE</b>	
<b>7. CAPACITY UNDER WHICH THIS BID IS SIGNED</b>			

**BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:**

DEPARTMENT	SCM
CONTACT PERSON	Annielle Martin
TELEPHONE NUMBER	028 214 3300
FACSIMILE NUMBER	028 212 1229
E-MAIL ADDRESS	<a href="mailto:anniellema@twk.gov.za">anniellema@twk.gov.za</a>

**TECHNICAL INFORMATION MAY BE DIRECTED TO:**

CONTACT PERSON	Monwabisi Gxoyiya
TELEPHONE NUMBER	028 214 3300
FACSIMILE NUMBER	N/A
E-MAIL ADDRESS	<a href="mailto:honeygx@twk.gov.za">honeygx@twk.gov.za</a>

## PART B

### TERMS AND CONDITIONS FOR BIDDING

<b>1. BID SUBMISSION:</b>	
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.	
1.2. <b>ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED – (NOT TO BE RE-TYPED) OR ONLINE</b>	
1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.	
<b>2. TAX COMPLIANCE REQUIREMENTS</b>	
2.1 Bidders must ensure compliance with their tax obligations.	
2.2 Bidders are required to submit their unique personal identification number (pin) issued by SARS to enable the organ of state to view the taxpayer's profile and tax status.	
2.3 Application for the tax compliance status (tcs) certificate or pin may also be made via e-filing. In order to use this provision, taxpayers will need to register with sars as e-filers through the website <a href="http://www.sars.gov.za">www.sars.gov.za</a> .	
2.4 Foreign suppliers must complete the pre-award questionnaire in part b:3.	
2.5 Bidders may also submit a printed tcs certificate together with the bid.	
2.6 In bids where consortia / joint ventures / sub-contractors are involved, each party must submit a separate tcs certificate / pin / csd number.	
2.7 Where no tcs is available but the bidder is registered on the central supplier database (csd), a csd number must be provided.	
<b>3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>	
3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	<input type="checkbox"/> YES <input type="checkbox"/> NO
3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	<input type="checkbox"/> YES <input type="checkbox"/> NO
<b>IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.</b>	

**NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.  
NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE.**

SIGNATURE OF BIDDER: .....

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

# THEEWATERSKLOOF MUNICIPALITY

CONTRACT No. COR 01/2025/26

PROVISION OF LEGAL SERVICES: APPOINTMENT OF PANEL OF ATTORNEYS FROM DATE OF  
APPOINTMENT TO 30 JUNE 2028

## GENERAL TENDER INFORMATION

TENDER ADVERTISED	:	Friday, 06 June 2025
Clarification Meeting:	:	(n/a)
CLOSING DATE	:	Friday, 11 July 2025
CLOSING TIME	:	12h00
CLOSING VENUE	:	Theewaterskloof Municipality Head Office, Council Chambers, 6 Plein Street, <b>CALEDON</b> 7230
TENDER BOX	:	Tender Box <b>No.1</b> , Located at the Entrance of Theewaterskloof Municipality.  <b>Theewaterskloof Municipality</b> <b>6 Plein Street</b> <b>CALEDON</b> <b>7230</b>  Insert a sealed envelope containing the Tender Document (which includes the Form of offer and acceptance) completed in all respects, plus any additional supporting documentation required, into the tender box.

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## Checklist: Categories of Services

The Municipality requires the services of law firms who have extensive capacity and experience in the following categories of services **(Please Indicate with an “X” in the table below, the category/categories of services for which are tendered (more than one category may be selected):**

CATEGORY	DESCRIPTION	Mark (X)
1	<b>Public and Municipal Law Services</b>	
2	<b>Town Planning and Environmental Law Services</b>	
3	<b>Building and Construction Law Services</b>	
4	<b>Labour Law Services</b> Note: The includes, but is not limited to: (a) The rendering of legal opinions pertaining to labour law (b) Representing the Municipality in review application in the Labour Court (c) Representing the Municipality in Disciplinary Hearings (d) Representing the Municipality in arbitration hearings (Bargaining Council i.e. condonation applications) (e) Representing the Municipality in Labour Court and Labour Appeal Court hearings (f) To investigate serious misconduct of a forensic nature	
5	<b>Municipal Supply Chain Management Law Services</b>	
6	<b>Eviction Services in terms of the Prevention of Illegal Eviction from and Unlawful Occupation of Land Act (“PIE”) and the Extension of Security of Tenure Act (“ESTA”) legislation</b> Note: In these matters the Municipality is either one of the respondents for the purpose of emergency housing provision in a matter between private parties or an applicant for the eviction of an occupant(s) from municipal property.	
7	<b>Property Law, Conveyancing and Notarial Registration Services: General and Specialized</b> Note: This includes, but is not limited to: (a) Drafting of contracts, where applicable (b) Registration of transfer of immovable property (General Conveyancing), including vesting transfers in terms of section 16 and 31 of the Deeds Registry Act (“the Act”) (c) Cancellation of bonds in favour of the Municipality; (d) Drafting and registration of Certificates of Registered Titles (e) Drafting and registration of Certificates of Consolidated title under section 40, Certificate of amended Title and Uniform Title under sections 41 and 42 and Certificates in terms of section 38 of the Act; (f) Applications for endorsement(s) in terms of section 46 of the Act for the layout of a township or settlement; (g) Applications for the issuing of a certified copy of a deed in terms of regulation 68(1); (h) Drafting notarial deeds of contracts and other documents and attending to the registration thereof; (i) Communication and engaging with the Officer of the Surveyor-General, with regard to the metrication or amendment of any diagram or obtaining a copy of any diagram or certificate of remainder including instructions; (j) Attending to the upliftment of attachment interdicts in the Deeds Office; (k) Attending to investigations in the Deeds Office, and other related matters (l) Registration of servitudes	

8	<p><b>Property Law, Conveyancing and Notarial Registration Services: Low Cost Housing</b></p> <p>Note: This includes, but is not limited to:</p> <ul style="list-style-type: none"> <li>(a) Registration of General Plans and/or servitudes and other real rights in the Deeds Office;</li> <li>(b) Registration and/or cancellation of bonds in favour of the Municipality;</li> <li>(c) Registration of low cost housing transactions allocated to identified and approved beneficiaries, which includes, but is not limited to the drafting and signing of deeds/sale agreements and other documents necessary to effect transfer; preparation and lodgement of deeds at the Deeds Office;</li> <li>(d) monthly reporting on progress with transfers.</li> </ul>	
9	<p><b>Debt Collection Services</b></p> <p>Note: This includes, but not limited to:</p> <ul style="list-style-type: none"> <li>(a) Collecting all monies due to the Municipality by way of soft collections and/or action against debtors, including</li> <li>(b) taking the necessary actions against debtors placed under administration or debt review;</li> <li>(c) deceased estate collections;</li> <li>(d) acting on behalf of the Municipality in company business rescue and liquidation matters;</li> <li>(e) executions and deregistration/re-registration of companies where the Municipality has a vested interest;</li> <li>(f) all other collection steps necessary;</li> <li>(g) act on behalf of the municipality in a defended debt collection matter in either the Lower or Higher Courts;</li> <li>(h) monthly reporting on all monies collected.</li> </ul>	

**SIGNED ON BEHALF OF TENDERER:** .....



## Tender Notice and Invitation to Tender

**THEEWATERSKLOOF MUNICIPALITY**, Directorate: Corporate Services invites tenders for Contract No: **COR 01/2025/26 – PROVISION OF LEGAL SERVICES: APPOINTMENT OF LEGAL SERVICES: APPOINTMENT OF PANEL OF ATTORNEYS FROM DATE OF APPOINTMENT TO 30 JUNE 2028**

Only tenderers who satisfy the eligibility and responsiveness criteria stated in the Tender Conditions and Tender Data (Tenderer's Obligation, Eligibility, 2.1) are eligible to submit tenders.

All bids received shall be evaluated in terms of the Theewaterskloof Municipality Supply Chain Management Policy, read with the Preferential Procurement Regulations of 2022. It is estimated that the 80/20 preference points system will be applicable. Tenders will be evaluated in terms of price and preference.

**The successful tenderer must also be registered on the Centralized Supplier Database (CSD). Tenderers can register on [www.csd.gov.za](http://www.csd.gov.za)**

A set of Tender Documents may be obtained from the Theewaterskloof Municipality, Supply Chain Management Department, 6 Plein Street, Caledon from **Friday, 06 June 2025** during office hours Monday to Thursday 07h45-13h00 and 13h45-16h45 and Fridays 07h45-13h00 and 13h45-15h30. **Payment of a non-refundable tender participation fee of R 550.00 (VAT Inclusive) is applicable.** It is an eligibility criterion and is payable by means of electronic transfer or direct deposit only. Proof of payment of the participation fee must accompany your tender document when submitting it. Refer enquiries **only in the aforementioned regard** to Hanro September at [hanrose@twk.org.za](mailto:hanrose@twk.org.za)

All enquiries must be directed to the Legal Department to:

Mr. Monwabisi Gxoyiya  
Theewaterskloof Municipality,  
Caledon  
7230  
E-mail: [honeygx@twk.gov.za](mailto:honeygx@twk.gov.za)

The closing time for receipt of tenders is **12h00 on Friday, 11 July 2025** at the Theewaterskloof Municipality, Tender Box 1- at the main entrance, 6 Plein Street, Caledon. Telegraphic, telephonic, telex, facsimile, electronic/e-mailed and late tenders will not be accepted. Tenders may only be submitted on the tender documentation that has been issued. Tenders, completed in full, must be submitted in tender box no. 1 which is located at the entrance to the municipality head office of Theewaterskloof Municipality, 6 Plein Street, Caledon. Please note that the tender box is open 24/7 and that the deposit slot opening is 5 x 30 cm.

Council reserves the right to accept a tender in full, partially or not at all and is not obliged to accept the lowest tender received. Requirements for sealing, addressing, delivery, opening and assessment of tenders are stated in the Tender Data.

**The 80/20 preference point system** in terms of the Theewaterskloof Municipality's Preferential Procurement Policy will be applicable as follows;

**Price 80**  
**Specific goals: 20**

**a) B-BBEE status level of contributor 10**  
**b) promotion of local area enterprises 10**  
**Total points 100**

Mr W Hendricks  
Municipal Manager  
Theewaterskloof Municipality  
P O Box 24  
6 Plein Street  
Caledon



## Tender Data

The Standard Conditions of Tender make several references to the Tender Data for details that apply specifically to this tender. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the standard conditions of tender. Each item of data given below is cross-referenced to the clause in the Standard Conditions of Tender to which it mainly applies.

### Tender Data

#### 1. General

##### 1.1 Actions

The Employer is the Theewaterskloof Municipality, represented by the Municipal Manager

##### 1.2 Tender Documents

The tender documents issued by the Employer comprise:

This tender document (Tender No: **COR 01/2025/26**), in respect of contract: **PROVISION OF LEGAL SERVICES: APPOINTMENT OF PANEL OF ATTORNEYS FROM DATE OF APPOINTMENT TO 30 JUNE 2028.**

##### The Tender

##### Tendering Procedures

Tender notice and invitation to tender

Tender data

##### The Contract

##### Specifications

Terms of Reference (TOR)

##### Pricing data

Pricing Schedule

##### Agreement and contract data

Form of offer and acceptance

Contract data

##### Returnable Documents

List of returnable document

Returnable schedules

This document must be returned to the Employer, completed in all respects, together with any additional supporting documentation requires, in terms of submitting a tender offer.

##### 1.3 Communication and employer's agent

It should be noted that the employer has no agent acting on his behalf for the purposes of this tender.

The employer's representatives, for the purposes of any communication between the employer and tenderers, is:

Name: **Mr. Monwabisi Gxoyiya**  
Postal address: Directorate: Corporate Services  
PO Box 24  
Caledon  
7230  
E-mail: [honeygx@twk.gov.za](mailto:honeygx@twk.gov.za)

Attention is drawn to the fact that no verbal communication will be allowed prior to the close of tenders. Only information requested and issued formally in writing to tenderers will be regarded as amending the tender documents.

#### **1.4 Claims arising after submission of tender**

No claim for any extras arising out of any doubt or obscurity as to the true content and meaning of any shown in this tender or contained in the Conditions of Contract, Scope of Work and Pricing Data, will be admitted by the Employer/Employers Agent after the submission of any tender and the tenderers shall be deemed to have:

1. read and fully understood the Conditions of Contract.
2. read and fully understood the whole text of the Scope of Works and Pricing Data and thoroughly acquainted him/herself with the nature of the works proposed and generally of all matters which may influence the contract.
3. requested the employer or his duly authorised agent to make clear the actual requirements of anything contained in the Scope of Works and Pricing Data, the exact meaning or interpretation of which is not clearly intelligible to the Tenderer.

#### **1.5 Imbalance in tendered rate**

In the event of tender rates or lump sums being declared by the Employer to be unacceptable to it because they are either excessively low or high or not in proper balance with other rates or lump sums, the Tenderer may be required to produce evidence and advance arguments in support of the tendered **rates or lumps sums objected to. If, after submission of such evidence and any further evidence requested, the Employer is still not satisfied with the tendered rates or lump sums objected to, it may request the tenderer to amend these rates and lump sums along the lines indicated by it.**

## SECTION 1: STANDARD CONDITIONS OF TENDER

### 1.1 General

The employer and each tenderer submitting a tender offer shall comply with these conditions of tender. In their dealings with each other, they shall discharge their duties and obligations, timeously and with integrity, and behave equitably, honestly and transparently.

### 1.2 Tender Documents

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

### 1.3 Interpretation

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

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

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

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

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

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

1.3.4 **quality (functionality)** means the totality of features and characteristics of a product or service that bear on its ability to satisfy stated or implied needs.

### 1.4 Communication and employer's agent

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

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

The employer reserves the right to accept a tender in full, partially or not at all and is not obliged to accept the lowest tender received. The employer may cancel the tender process and reject all tender offers at any time before the formation of a contract. The employer shall not accept or incur any liability to a tenderer for such cancellation and rejection, but will give written reasons for such action upon written request to do so.

## **1.6 Tenderer's obligations**

### **1.6.1) Eligibility**

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

### **1.6.2) Cost of tendering**

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

### **1.6.3) Check documents**

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

### **1.6.4) Confidentiality and copyright of documents**

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

### **1.6.5) Reference documents**

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

### **1.6.6) Acknowledge addenda**

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

### **1.6.8) Seek clarification**

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

### **1.6.9) Insurance**

Be aware that the extent of insurance to be provided by the employer (if any) might not be for the full cover required in terms of the conditions of contract identified in the contract data. The tenderer is advised to seek qualified advice regarding insurance.

### **1.6.10) Pricing the tender offer**

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

### **1.6.11) Alterations to documents**

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

## **1.7 Alternative tender offers**

No alternative offers will be accepted.

## **1.8 Submitting a tender offer**

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

The Tender document must be returned to the Employer, completed in all respects, together with any additional supporting documentation requires, in terms of submitting a tender offer. The document must be completed its entirety, by hand in **non-erasable black ink**.

Submit the Tender document as original plus the number of copies stated in the tender data, with an English translation of any documentation in a language other than English, and the parts communicated electronically in the same format as they were issued by the employer.

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

Seal the original and each copy of the tender offer as separate packages marking the packages as "ORIGINAL" and "COPY". Each package shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.

Where a two-envelope system is required in terms of the tender data, place and seal the returnable documents listed in the tender data in an envelope marked "financial proposal" and place the remaining returnable documents in an envelope marked "technical proposal". Each envelope shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.

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

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

### **1.1.9 Information and data to be completed in all respects**

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

#### **1.1.10 Closing time**

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

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

#### **1.1.11 Tender offer validity**

The tender offer validity period is **120 days**. Hold the tender offer(s) valid for acceptance by the employer at any time during the validity period stated in the tender data after the closing time stated in the tender data.

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

#### **1.1.12 Clarification of tender offer after submission**

Provide clarification of a tender offer in response to a request to do so from the employer during the evaluation of tender offers. This may include providing a breakdown of rates or prices and correction of arithmetical errors by the adjustment of certain rates or item prices (or both). No change in the total of the prices or substance of the tender offer is sought, offered, or permitted. The total of the prices stated by the tenderer shall be binding upon the tenderer.

#### **1.1.13 Provide other material**

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

Dispose of samples of materials provided for evaluation by the employer, where required.

#### **1.1.14 Inspections, tests and analysis**

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

#### **1.1.15 Submit securities, bonds, policies, etc.**

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

#### **1.1.16 Check final draft**

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

#### **1.1.17 Return of other tender documents**

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

## **2. Tenderer's obligations**

### **2.1 Eligibility**

Only those tenderers who satisfy the following criteria are eligible to submit tenders.

#### **2.1.1 Valid Fidelity Fund Certificate**

Only those tenderers who submit a valid Fidelity Fund Certificate are eligible to submit tenders. Please attach proof hereof to **Schedule 14**.

#### **2.1.2 Conveyancing and/or Notarial Certificate (if applicable)**

Only those bidders who practice conveyancing and/or notarial services must submit a conveyancing and or notarial certificate in order to be found eligible. Proof thereof must be attached to **Schedule 16**.

#### **2.1.3 Lead Attorney Qualifications and Experience**

The tenderer shall provide detail of the lead attorney's qualification.

For the purpose of this assessment, the Bidder must attach the following information and supporting documentation to **Schedule 17 and Schedule 18** respectively.

- (a) Minimum qualification of NQF 7.
- (b) Minimum of 5 years relevant experience.
- (c) Curriculum Vitae's for the Lead Attorney who will be rendering the service comprising of not more than 4 (four) pages, excluding the supporting documents.
- (d) Certified copies of qualifications and admission certificates of the Lead attorney who will be rendering the service.

Substantiating documentation to be attached with the tender document upon submission.

#### 2.1.4 Admission as an attorney in the High Court

The Bidder(s) bidding for each of the category of services listed in this tender must submit the necessary lead attorney(s) proof of admission as an attorney in the High Court (**Schedule 19**).

## 2.2 Alternative tender offers

Alternative tenders will not be considered.

## 2.3 Submitting a tender offer

Return all returnable documents to the employer after completing them in their entirety, by hand in **non-erasable black ink**.

Parts of each tender offer communicated on paper shall be submitted as an original, plus 0 (zero) copies.

The tender shall be signed by a **person duly authorized** to do so. Please refer to and complete **Schedule 10**. Tenders submitted by **joint ventures** of two or more firms shall be accompanied by the document of formation of the joint venture, **Schedule 10**, authenticated by a notary public or other official deputed to witness sworn statements, in which is defined precisely the conditions under which the joint venture will function, its period of duration, the persons authorized to represent and obligate it, the participation of the several firms forming the joint venture, and any other information necessary to permit a full appraisal of its functioning.

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

**Location of tender box:** Tender box no. 1 at the Main Entrance of Theewaterskloof Municipality

**Physical address:** Theewaterskloof Municipality, 6 Plein Street, Caledon, 7230

**Identification details:** Tender number: **COR 01/2025/26**

**Title of tender:** **PROVISION OF LEGAL SERVICES: APPOINTMENT OF PANEL OF ATTORNEYS FROM DATE OF APPOINTMENT TO 30 JUNE 2028.**

Name and address of tenderer:

**Sealed tenders with the identification details on the envelope must be placed in the appropriate official tender box at the above mentioned address before the closing time. Tenders who fail to comply with the marking instructions will be rejected.**

A two-envelope procedure will **not** be followed.

## 2.4 Closing time

The closing time for submission of tender offers is as stated in the Tender Notice and Invitation to Tender. Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted.

## 2.5 Tender offer validity

The tender offer validity period is **120 days**.

## 2.6 Clarification of tender offer after submission

A tender may 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.

## 2.7 Tax Compliance Status Pin Certificate

Tenderers shall complete **Schedule 1** Declaration of Good Standing Regarding Tax in Part Returnable Schedules. Failure to complete **Schedule 1** in Returnable Schedule may prejudice the tender and it may be rejected for such reason.

Each party to a Consortium / Joint Venture shall complete **Schedule 1** separately.

### 3. The Employer's undertakings

#### 3.1 Opening of tender submissions

The time and location for opening of the tender offers is immediately after the closing time:

Time: **12h00 on Friday, 11 July 2025**

Location: Council Chambers, Theewaterskloof Municipality, 6 Plein Street, Caledon, 7230.

#### 3.2 Test for responsiveness

Tenders will be considered non-responsive if, inter alia (This is a requirement on submission of bid document):

- The tenderer did not sign and complete the Form(s) of Offer for each of the category of services the bid is submitted,
- The tenderer does not comply with the eligibility criteria listed above,
- The tenderer has failed to comply with the special conditions of contract,
- The tenderer has failed to comply with the pricing instructions,
- The tenderer has failed to comply with the scope of works as advertised, and
- The tenderer has failed to comply with Clause 1 of additional conditions of tender.

#### 3.3 Test for Administrative Compliance:

Tenderers are required to submit the following: (list)

- The tenderer must complete and sign and attach requested information to all Schedules not excluded in responsiveness criteria;
- The tenderer must submit a municipal account of where the head office of the company is registered or in case where the premise is leased, the tenderer has failed to provide a copy of the lease of the premise;
- The bidder must submit a valid Tax Compliance Status Pin Certificate; a valid Tax Compliance Status Pin Certificate may be requested;
- The tenderer must submit a valid certified B-BBEE certificate, QSE or EME affidavit, whereas points were claimed, and a copy of certificate or affidavit was supplied, a valid certified copy of the B-BBEE certificate, QSE or EME Affidavit may be requested;
- The tenderer must clarify or submit any supporting documentation within the time for submission stated in the employer's written request.
- The tenderer must pay the non-refundable tender participation fee. Proof of payment must be submitted. **(Schedule 11).**
- A law firm registered with the relevant Law Society or Legal Practice Council as well as being in existence for five (5) years from registration (Proof of date of registration with the relevant Law Society or Legal Practice Council must be submitted **Schedule 15**).
- The Bidder(s) must, if bidding for the category of services for specialised and low-cost housing conveyancing and notarial services, submit the necessary proof of admission as a conveyancer and notary of the lead attorney(s) **(Schedule 20)**.
- Bidders bidding for both specialised and low-cost housing conveyancing and notarial services must provide proof of access to conveyancing software (proof of licenses to be attached to **Schedule 21**).
- Bidders bidding for both specialised and low-cost housing conveyancing and notarial services must provide proof of access to deeds office search software (proof of licenses to be attached to **Schedule 22**).
- The Bidder(s) must submit a Certificate of Good Standing not older than 6 (six) months from the applicable Legal Practice Council in respect of each attorney who will represent the Municipality in each category of service tendered for **(Schedule 23)**.
- The Bidder(s) bidding for each of the category of services must submit at least 3 (three) Bidders reference in full which must indicate clearly what work, relevant to the category of service the bid is submitted for, the Bidder(s) has attended to or is currently attending to. Referees must complete the proforma format marked **Schedule 24** and stamp the Bidders Reference.
- Bidders bidding for each category of services listed in this tender above must submit proof of indemnity insurance of at least R2,000,000.00 (Two Million Rand). **(Schedule 25)**

**Should those documents not be submitted, SCM reserves the right to request submission of the outstanding documents by a specific date. Should the supplier fail to provide the documents, that tender will be found non-compliant.**

#### 3.4 Evaluation of tender offers

The contract value for the period will be used to calculate the financial offer for evaluation purposes in terms of the 80/20 preference point system and will be awarded per unit price and per section.



## Contract Value/Price

The municipality reserves the right to appoint the bidder scoring first, second and third highest preference points at any time during the duration of the contract. When the tenderer scoring the highest points cannot perform on the contract, the municipality has the right to purchase from the tenderer scoring the second highest points and if the second highest points scorer cannot perform on the contract, the municipality reserves the right to purchase from the tenderer scoring the third highest points.

## THE 80/20 PREFERENCE POINT SYSTEMS

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

$$P_s = 80 \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right)^{\frac{80}{20}}$$

Where

Ps = Points scored for price of bid under consideration  
 Pt = Price of bid under consideration  
 Pmin = Price of lowest acceptable bid

## Points awarded for B-BBEE Status Level of Contribution

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

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)
<b>BBBEE (10)</b>	Level Points ÷ 2 (For example, Level 1 = 20 Points ÷ 2 = 10)
<b>LOCALITY (10)</b> (Latest Certified Municipal account/ Lease agreement in the name of the company must be attached to claim points)	TWK AREA – 10 Overberg - 6 Western Cape – 4 Rest of South Africa - 0

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

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.

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.

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.

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.

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.

A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.

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

If a valid B-BBEE certificate of EME affidavit is not attached it will be interpreted that the preference points for B- BBEE status level or contribution are not claimed.

If a valid B-BBEE certificate or EME affidavit is attached and if points is not claimed in terms of MBD 6.1 it will be interpreted that the preference points for B- BBEE status level or contribution are not claimed.

Please note that the Municipality will not request a valid B-BBEE certificate or Sworn Affidavits if such is not attached to the bidders tender at closing of this tender.

### 3.5 Acceptance of tender offer

Tender offers will only be accepted if:

- a) The tenderer has in his or her possession an original valid Tax Clearance Certificate issued by the South African Revenue Services or has made arrangements to meet outstanding tax obligations (**Append to Schedule 1**);
- 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 and such rates, taxes and charges are not in arrears for more than three months (**Refer to Schedule 13**);
  - iii) failed to perform on any previous contract and has been given a written notice to this effect;
- d) The tenderer has completed the Compulsory Enterprise Questionnaire (**Schedule 7**) and there are no conflicts of interest that may impact on the tenderer's ability to perform the contract in the best interests of the employer or potentially compromise the tender process.

### 3.6 SCM Related Appeals

**Clause 53 of the Theewaterskloof Supply Chain Management Policy gives any person whose rights have been affected by such a decision, the right to appeal such decision within 21 days of notification of the decision.**

Any tenderer wishing to exercise this right, must submit their appeal in writing to the Municipal Manager, marked for the attention of the THEEWATERSKLOOF MUNICIPALITY, 6 Plein Street, CALEDON, 7230. The format of the appeal must:

- set out the reasons for the appeal;
- state in which way the appellant's rights have been affected by the decision;
- state the remedy sought, and
- be accompanied by a copy of the notification advising the tenderer of the decision of the Supply Chain Management Bid Adjudication Committee.

Tenderers are hereby informed also of their right to request reasons for the decision in terms of the Promotion of Administrative Justice Act (No. 3 of 2000).

The notification of the decision sent to the successful tenderer is **not** acceptance of the tender and no rights shall accrue to the successful tenderer in terms of this notification. The successful tenderer will be notified in writing after 21 days of the notification of any final decision (i.e. Acceptance) or of any developments with respect to the appeal process, and if applicable, procedures for the commencement of the work.

The consideration of appeals and if necessary, the invalidation of any decision made, shall be dealt with in terms of the Municipality's appeals process and supply chain management policy.

### 3.7 Provide copies of the contract

The number of paper copies of the signed contract to be provided by the Employer is one.

## ADDITIONAL CONDITIONS OF TENDER

The additional conditions of tender are:

### 1. 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 offer is not submitted on the Form of Offer and Acceptance bound into this tender document (**Form of Offer and Acceptance**);
- b) if the tender is not completed in hand written non-erasable black ink;
- c) if the offer has not been signed;
- d) if the offer is signed, but the name of the tenderer is not stated or is indecipherable.
- e) The company's name must not be used as signature.

### 2. Negotiations with preferred tenderers

The Employer may negotiate the final terms of a contract with tenderers identified through a competitive tendering process as preferred tenderers provided that such negotiation:

- a) does not allow any preferred tenderer a second or unfair opportunity;
- b) is not to the detriment of any other tenderer; and
- c) does not lead to a higher price than the tender as submitted.

Minutes of any such negotiations shall be kept for record purposes.

### 3. General supply chain management conditions applicable to tenders

In terms of its Supply Chain Management Policy the Municipality may not consider a tender unless the provider who submitted the tender:

- a) has furnished the Municipality with that provider's:
  - full name;
  - identification number or company or other registration number; and
  - tax reference number and VAT registration number, if any;
- b) has indicated whether:
  - the provider is in the service of the state, or has been in the service of the state in the previous twelve months;
  - the provider is not a natural person, whether any of the directors, managers, principal shareholders or stakeholders is in the service of the state, or has been in the service of the state in the previous twelve months;
  - whether a spouse, child or parent of the provider or of a director, manager, shareholder or stakeholder referred to above is in the service of the state, or has been in the service of the state in the previous twelve months; or
- c) irrespective of the procurement process followed, the Municipality is prohibited from making an award to a person:
  - who is in the service of the state;
  - if the person is not a natural person, a juristic entity of which any director, manager, principal shareholder or stakeholder is in the service of the state; or
  - who is an advisor or consultant contracted with the Municipality.

In this regard, tenderers shall complete **Schedule 7**, Returnable Schedules: Compulsory Enterprise Questionnaire. Failure to complete this schedule may result in the tender not being considered.

#### 4. Combating abuse of the Supply Chain Management Policy

In terms of the Supply Chain Management Policy, the Employer may reject the tender of any tenderer if that tenderer or any of its directors has:

- a) failed to pay municipal rates and taxes or municipal service charges and such rates, taxes and charges are in arrears for more than three months;
- b) failed, during the last five years, to perform satisfactorily on a previous contract with the Municipality or any other organ of state after written notice was given to that tenderer that performance was unsatisfactory;
- c) abused the supply chain management system of the Municipality or has committed any improper conduct in relation to this system;
- d) been convicted of fraud or corruption during the past five years;
- e) wilfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
- f) been listed with the Register of Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004) or has been listed on National Treasury's database as a person or juristic entity prohibited from doing business with the public sector.

In this regard, tenderers shall complete **Schedule 4**, Returnable Schedules: Declaration of Bidders Past Supply Chain Management Practices (MBD 8). Failure to complete this schedule may result in the tender not being considered.

#### 5. Price variations

- a) Prices for year 1 will be fixed from date of appointment until 30 June 2026.
- b) The first price escalation will be allowed during the period from July 2026 to June 2027 and the second price escalation will be allowed during the period from July 2027 to June 2028 upon written application to the Municipality for such price escalation. The average CPI percentage for the previous 12 months must be used. **Applications must be submitted in writing one month prior to the implementation thereof.**

**SECTION 2A:  
GENERAL CONDITIONS OF CONTRACT**

**GOVERNMENT PROCUREMENT**

**GENERAL CONDITIONS OF CONTRACT**

**JULY 2015**

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## **General Conditions of Contract**

### **1. Definitions**

#### **1. The following terms shall be interpreted as indicated:**

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

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

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

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

1.21“Purchaser” means the organization purchasing the goods.

1.22“Republic” means the Republic of South Africa.

1.23“SCC” means the Special Conditions of Contract.

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

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

1.26“Tort” means in breach of contract.

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

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

## **2. Application**

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

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

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

## **3. General**

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

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

## **4. Standards**

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

## **5. Use of Contract Documents and Information Inspection**

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

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

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

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

## **6. Patent Rights**

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

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

## **7. Performance Security**

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

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

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

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

(b) a cashier's or certified cheque.

7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified.

## **8. Inspections Tests and Analyses**

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

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

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

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



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

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

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

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

## **9. Packing**

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

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

## **10. Delivery and Documents**

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

## **11. Insurance**

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

## **12. Transportation**

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

## **13. Incidental Services**

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

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

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

## **14. Spare Parts**

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

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

## **15. Warranty**

15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.

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

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

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

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

## **16. Payment**

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

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

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

16.4 Payment will be made in Rand unless otherwise stipulated.

## **17. Prices**

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

## **18. Variation Orders**

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

## **19. Assignment**

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

## **20. Subcontracts**

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

## **21. Delays in the Supplier's Performance**

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

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

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

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

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

## **22. Penalties**

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

## **23. Termination for Default**

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

(a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;

(b) if the supplier fails to perform any other obligation(s) under the contract; or (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

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

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

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

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

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

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

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

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

## **24. Anti-dumping and Countervailing Duties and Rights**

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

## **25. Force Majeure**

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

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

## **26. Termination for Insolvency**

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

## **27. Settlement of Disputes**

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

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

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

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

- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree;
- and
- (b) the purchaser shall pay the supplier any monies due the supplier for goods delivered and / or services rendered according to the prescripts of the contract.

## **28. Limitation of Liability**

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

- a. the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and
- b. the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

## **29. Governing Language**

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

## **30. Applicable Law**

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

## **31. Notices**

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

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

## **32. Taxes and Duties**

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

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

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

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

### **33. Transfer of Contracts**

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

### **34. Amendment of Contracts**

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

### **35. Prohibition of Restrictive Practices**

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

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

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

**SECTION 2B:  
ADDITIONAL CONTRACT CONDITIONS**

**1. Mediation**

- 1.1. Each party shall submit a list with 3 (three) names of knowledgeable persons, with expertise relating to the particular field in which the dispute arose, as potential mediators from which one mediator shall be selected by agreement between the parties. Should the parties fail to reach agreement on the choice of the mediator within 5 (five) working days from the day on which it has become apparent that the matter cannot be settled through negotiation, any of the parties may request the Institute for Mediation and Arbitration of South Africa to appoint a mediator.
- 1.2. The mediator shall in his sole discretion determine the form of representations to be made, provided that in making this determination, the mediator shall consult the disputing parties and may be guided by their common reasonable desire on the form in which the said representations are to be made. All representations by the parties shall be made without prejudice.
- 1.3. The mediator shall within a period of 10 (ten) working days after receipt of the representations of the parties endeavour to facilitate an agreement between them or determine a procedure or framework within which they can negotiate to resolve the dispute or difference. All representations by the parties shall be made without prejudice.
- 1.4. Any such negotiated agreement shall be in writing, signed by both parties and be binding on the parties. Failing agreement between the parties the dispute shall be resolved by the submission thereof to arbitration.
- 1.5. The parties agree to contribute equally to the cost of the mediator and each party shall bear any other costs separately regardless of the outcome of the mediation.

### SECTION 3: SPECIAL CONDITIONS OF CONTRACT

#### 1. Contract Period

The contract period shall be for the period from date of appointment to 30 JUNE 2028.

#### 2. Payment and Invoicing

Invoicing will take place as agreed in writing between both parties and payment will be made within 30 days of providing a tax invoice. No additional payments for any reason whatsoever will be paid by the Local Authority to the service provider. The invoiced price must be all inclusive.

#### 3. Cession

The tenderer shall not be entitled to cede, delegate, assign or in any other manner dispose of any of its rights, duties or obligations in terms of this contract.

#### 4. Service Level Agreement

It is the employers right to enter into a service level agreement with successful bidders before the commencement of the contract.

#### 5. Appointment outside of this tender

Theewaterskloof Municipality reserves the right to make appointments for any legal related expert instruction without making use of the results of this tender, whether such instruction could be construed as falling within the ambit of this tender or not.

#### 6. Written or writing

Paragraph 1(b) of the Additional Conditions of Tender supersedes paragraph 1.28 of the General Conditions of Contract regarding the tender document that must be completed in hand-written non-erasable black ink.,

.....  
**Signature**

.....  
**Date**



## SECTION 4A: SCOPE OF WORKS

### EMPLOYER'S OBJECTIVE

Theewaterskloof Municipality's objective with this bid process is to establish a Panel of Panel of Attorneys that will assist the municipality with all legal related matters from date of appointment to 30 JUNE 2028.

Successful tenderers will be considered for appointment per instruction, as and when the need arise, and budgets are approved over the framework period commencing from date of appointment to 30 JUNE 2028. Theewaterskloof Municipality reserves the right to appoint single or multiple attorneys.

The employer reserves the right to request from the Panel of Attorneys quotations for a specific service.

All services will be allocated at the discretion of the Employer, who shall strive to achieve some degree of equity among the listed Panel of Attorneys;

The Employer may allocate a particular service to a specific attorney on the panel in order to promote continuity where Attorneys has had involvement in previous work associated with the service required;

Services will not necessarily be awarded to all Attorneys on the Panel;

Successful tenderers will be placed on a Panel per Category and will be appointed on a rotation basis per project.

**Firms of attorneys will be required to offer services to the Theewaterskloof Municipality on a wide range of legal issues. pertaining to, inter alia the following fields of law:**

No:	TYPE OF SERVICES
1.	Registration and transfer of Immovable Property (General Conveyancing)
2.	Registration and/or cancellation of bonds in favour of the municipality
3.	Registration/Amendments of Title Deeds/Servitudes
4.	Drafting of Notarial Deeds of contracts and/or other documents and attending to the registration thereof
5.	Conduct Constitutional. Criminal, Civil and Commercial Litigation (Magistrate-, Regional-, High Court, Supreme Court of Appeal and Constitutional Court (with specific reference and knowledge of local government legislatures prescripts)
6.	Litigation with emphasis on but not limited to Land Use and Town Planning Legislation, National Regulations and Building Standards Act, Spatial Planning and Land Use Management Act, Land Use Planning Act, Environmental Law, Tenure Law, Evictions, Animal Impoundment, Labour related matters and Debt Collections.
7.	Rendering Labour Law-related services.
8.	Provide expert legal opinions on matters to all the above and any other matters.
9.	Any other specialist field that the firm of attorneys has expertise in and that is relevant to the working environment of local government.

***NB: Unless clearly indicated otherwise it will be accepted that the tenderer is in full agreement with the scope of works.***

.....  
**Signature**

.....  
**Date**

## SECTION 4B: FRAMEWORK INFORMATION

### 1. OBJECT AND OPERATION OF THE FRAMEWORK

- The object of this Framework is to enable the *Employer* to invite tenders and to appoint a panel of attorneys to carry out work over the Framework contract term in respect of Tender No. **COR 01/2025/26: PROVISION OF LEGAL SERVICES: APPOINTMENT OF PANEL OF ATTORNEYS FROM DATE OF APPOINTMENT TO 30 JUNE 2028** on an “as instructed” basis within its defined scope. The goal of this approach is to speed up and streamline procurement for the completion of legal related matters as required by the *Employer* from the open market in order to fulfil its strategic objectives, while maintaining transparency and equitability of the procurement process.

### 2. THE SELECTION PROCEDURE

The *Employer* selects a *Tenderer* appointed under the Framework for a proposed Work Package according to the criteria and terms of this *selection procedure*:

### BASIS FOR ALLOCATING INSTRUCTIONS FOR LEGAL MATTERS

For the purposes of allocating assignments to the qualified approved Attorneys Firms, the following procedure shall apply:

- All instructions will be allocated at the discretion of the Employer, who shall strive to achieve some degree of equity among the listed attorneys;
- The Employer may allocate a particular instruction to a specific attorney on the roster in order to promote continuity where that particular attorney has had involvement in previous work associated with the assignment;
- The Tenderer is not currently engaged in the execution of another Work Package, the workload of which is deemed by either the *Employer* or the Tenderer likely to impair the Tenderer’s ability to undertake and deliver the proposed Work Package effectively or within the required timeframe required by the employer
- Instructions will not necessarily be awarded to all listed attorneys included in the roster;
- Successful tenderers will be placed on a roster and will be appointed on a discretionary rotational basis;
- Appointment is subject to timeframes;
- The firm of attorneys must declare any interest it has in an instruction as well as declare any possible conflict of interest with the Theewaterskloof Municipality in the pursuance of the proposed instruction;
- In the event of any conflict of interest is discovered during an instruction, Theewaterskloof Municipality reserves the right to summarily cancel the agreement and demand all information, documents and property of Theewaterskloof Municipality be returned forthwith.
- The Tenderer does not have a record of unsatisfactory performance during execution of previous Work Packages,
- only if the *Employer* is satisfied with remedial measures instituted by the Tenderer to prevent a recurrence of such unsatisfactory performance in the execution of the proposed Work Package, and
- The firm of attorneys must comply with all Supply Chain Management checks and regulations before being pointed for allocated assignments.

.....  
**Signature**

.....  
**Date**

**SECTION 5:  
PRICING INSTRUCTION**

**PREAMBLE TO THE PRICING SCHEDULE**

1. The bidder must price the items in the Pricing Schedule in non-erasable black ink.
2. No correction fluids may be used to correct mistakes.
3. The rate that are provided are to be the full inclusive prices to be paid by the Employer for the service described under the several items.
4. Such rates and prices shall cover all costs and expenses that may be required in and for the rendering of the service, and shall cover the cost of all general risks, liabilities and obligations set forth or implied in the documents on which the Tender is based.
5. Although Theewaterskloof Municipality's intention to achieve some form of equity by rotating service provider, the municipality reserves the right to appoint service providers as it deems fit.
6. Prices quoted should be all inclusive.
7. Bidders must price for all items per category.
8.
  - a) Prices for year 1 will be fixed from date of appointment until 30 June 2026.
  - b) The first price escalation will be allowed during the period from July 2026 to June 2027 and the second price escalation will be allowed during the period from July 2027 to June 2028 upon written application to the Municipality for such price escalation. The average CPI percentage for the previous 12 months must be used. **Applications must be submitted in writing one month prior to the implementation thereof.**

**PLEASE NOTE:** Framework contracts do not specify or guarantee any quantum of work at the Framework tender stage. It does not reflect the actual value of any work to be done during the Framework contract period.

**The estimated contract value for the period will be used to calculate the financial offer for evaluation purposes in terms of the 80/20 preference point system. Bidders will be evaluated based on rates.**

.....  
**Signature**

.....  
**Date**

## SECTION 6: PRICING SCHEDULE

### NOTE:

1. Document **MUST** be completed in non-erasable black ink.
2. NO correction fluid/tape may be used.
  - a. In the event of a mistake having been made, it shall be crossed out in ink and be accompanied by an initial at each and every alteration.

I / We \_\_\_\_\_

(full name of Bidder) the undersigned in my capacity as \_\_\_\_\_

of the firm \_\_\_\_\_

hereby offer to Theewaterskloof Municipality to render the services as described, in accordance with the specification conditions of contract to the entire satisfaction of the Theewaterskloof Municipality and subject to the conditions of tender, for the amounts indicated hereunder:

### PRICING SCHEDULE:

1. Bids in terms of this tender will be adjudicated in accordance with the tendered time based fees (tariff per hour VAT included) where indicated in the Pricing Schedule. For this purpose the Pricing Schedule must be completed by bidders.
2.
  - a) Prices for year 1 will be fixed from date of appointment until 30 June 2026.
  - b) The first price escalation will be allowed during the period from July 2026 to June 2027 and the second price escalation will be allowed during the period from July 2027 to June 2028 upon written application to the Municipality for such price escalation. The average CPI percentage for the previous 12 months must be used. **Applications must be submitted in writing one month prior to the implementation thereof.**
3. Bidders must insert **only one fee** under a category of service in cases where more than one Lead Attorney offer services in the same category. If more than one fee is inserted the highest fee will be used for evaluation purposes.
4. Estimated prices will not be considered and taken into account.
5. Time based fees will also apply to after-hours work in cases of emergency.
6. Save for time based work, property law, conveyancing and notarial registration: low cost housing, and property law, conveyancing and notarial registrations: general and specialised work tendered for (see Pricing Schedule), all other services in terms of this tender **will be based on pre-determined fixed fees applicable to all appointed service providers.** The pre-determined fees are based on the following guidelines.

#### **Non – litigious fees**

In accordance with the Guidelines for Taxing Committees for the Assessment of non-litigious fees issued by the Law Society of South Africa as amended from time to time.

#### **Litigious fees**

All non-time based fees will be charged out in accordance with the rules of the various courts as proclaimed by the Rules Board in terms of the Courts of Law Act (Act 107 of 1985) as amended.

Disbursements as set out hereunder will apply as part of the pricing schedule

NATURE OF DISBURSEMENT	METHOD OF CALCULATION WITHOUT ANY MARGIN/MARK-UP
Advocate fees	Actual cost
Sheriff fees	Actual cost
Courier fees	Actual cost
Accommodation cost	Actual cost
Tracing cost	Actual cost
Road travel cost	AA rate per kilometre
Air travel cost	In economy class
Accommodation	To be pre-arranged and approved
Outgoing telephone calls (local) per 5 minutes or part thereof	R10.00
Outgoing telephone calls (National)	R10.00
Outgoing telephone calls (Cellular) (per 5 minutes or part thereof)	R10.00
Outgoing email	R10.00
Incoming email (perusal and reply)	R10.00
Photocopying per page	R2.00
Deeds searches	Actual cost
Deeds Office Fees	Actual cost as per annual proclamation
Advertisements	Actual cost

**NOTE:**

Pricing Schedule of Category 1 **MUST** be completed in non-erasable black ink.

**NO** correction fluid/tape may be used.

- a. In the event of a mistake having been made, it shall be crossed out in ink and be accompanied by an initial at each and every alteration.

**Pricing Schedule per category of service**

CATEGORY 1: <u>PUBLIC AND MUNICIPAL LAW SERVICES</u>			
Name of Lead Attorney(s)	Estimated Hours per annum	Rate per Hour (Incl. VAT)	Total Estimated Price (Incl. VAT)
	200 hours		

**NOTE:**

Pricing Schedule of Category 2 **MUST** be completed in non-erasable black ink.

NO correction fluid/tape may be used.

- a. In the event of a mistake having been made, it shall be crossed out in ink and be accompanied by an initial at each and every alteration.

**CATEGORY 2: TOWN PLANNING AND ENVIRONMENTAL LAW SERVICES**

Name of Lead Attorney(s)	Estimated Hours per annum	Rate per Hour (Incl. VAT)	Total Estimated Price (Incl. VAT)
	200 hours		

**NOTE:**

Pricing Schedule of Category 3 **MUST** be completed in non-erasable black ink.

NO correction fluid/tape may be used.

- a. In the event of a mistake having been made, it shall be crossed out in ink and be accompanied by an initial at each and every alteration.

**CATEGORY 3: BUILDING AND CONSTRUCTION LAW SERVICES**

Name of Lead Attorney(s)	Estimated Hours per annum	Rate per Hour (Incl. VAT)	Total Estimated Price (Incl. VAT)
	200 hours		

**NOTE:**

Pricing Schedule of Category 4 **MUST** be completed in non-erasable black ink.

NO correction fluid/tape may be used.

- a. In the event of a mistake having been made, it shall be crossed out in ink and be accompanied by an initial at each and every alteration.

**CATEGORY 4: LABOUR LAW SERVICES**

Name of Lead Attorney(s)	Estimated Hours per annum	Rate per Hour (Incl. VAT)	Total Estimated Price (Incl. VAT)
	200 hours		

**NOTE:**

Pricing Schedule of Category 5 **MUST** be completed in non-erasable black ink.

**NO** correction fluid/tape may be used.

- a. In the event of a mistake having been made, it shall be crossed out in ink and be accompanied by an initial at each and every alteration.

**CATEGORY 5: SUPPLY CHAIN MANAGEMENT LAW SERVICES**

Name of Lead Attorney(s)	Estimated Hours per annum	Rate per Hour (Incl. VAT)	Total Estimated Price (Incl. VAT)
	200 hours		

**NOTE:**

Pricing Schedule of Category 6 **MUST** be completed in non-erasable black ink.

**NO** correction fluid/tape may be used.

- a. In the event of a mistake having been made, it shall be crossed out in ink and be accompanied by an initial at each and every alteration.

**CATEGORY 6: EVICTON SERVICES IN TERMS OF PIE AND ESTA LEGISLATION**

Name of Lead Attorney(s)	Estimated Hours per annum	Rate per Hour (Incl. VAT)	Total Estimated Price (Incl. VAT)
	200 hours		

**PROPERTY LAW, CONVEYANCING AND NOTARIAL SERVICES: LOW COST HOUSING, GENERAL AND SPECIALISED**

The **compulsory** breakdown of account (where indicated) as required in the pricing schedule must include all disbursements and fees (e.g. postages and petties).

The Municipality will not pay for a rates clearance certificate if the transfer is to the Municipality.

The fees stipulated for Pricing Schedule for Property Law, Conveyancing and Notarial Registrations: Low cost housing, general and specialised will be fixed for the full duration of the contract term. The only increase allowed will be Deeds Office costs which escalate annually on the 1st of April.

**\*Note: the fee for transfers of low cost housing is limited to R1,000.00 (one thousand rand) VAT included per transfer being the approved government grant funding per transfer. Also included is the Deeds Office fee and/or other cost to effect transfer.**

**a. The pricing must be fixed.**

**b. All cost must be included in the request for proposal, for the service delivery at the prescribed destination.**

**c. The total bid price must be inclusive of VAT or exclusive for non- VAT vendors.**

**d. Please Note: Theewaterskloof Municipality reserve the right to downward adjust the scope of work/ quantity required to stay within its budget. Don't add VAT if you are not VAT registered with SARS.**

Arithmetical errors will be corrected by the Municipality by using the unit prices. Evaluation will be based on Estimated Quantities.

**NOTE:**

Pricing Schedule of Category 7 **MUST** be completed in non-erasable black ink.

**NO** correction fluid/tape may be used.

**a. In the event of a mistake having been made, it shall be crossed out in ink and be accompanied by an initial at each and every alteration.**

**Category 7: Conventional transfers, vestings, rectification and exchange transfers**

Name of Lead Attorney(s)		Position of Lead Attorney(s)	
Purchase price/Property value	Estimated quantity	Total estimated cost	
does not exceed R350,000.00	10		
exceeds R350,000.00 but does not exceed R400,000.00	10		
exceeds R400,000.00 but does not exceed R450,000.00	10		
exceeds R450,000.00 but does not exceed R500,000.00	10		
exceeds R500,000.00 but does not exceed R600,000.00	10		
exceeds R600,000.00 but does not exceed R700,000.00	10		
exceeds R700,000.00 but does not exceed R800,000.00	10		
exceeds R800,000.00 but does not exceed R900,000.00	10		
exceeds R900,000.00 but does not exceed R1,000,000.00	10		
exceeds R1,000,000.00 but does not exceed R1,200,000.00	10		
exceeds R1,200,000.00 but does not exceed R1,400,000.00	10		



exceeds R1,400,000.00 but does not exceed R1,600,000.00	<b>10</b>	
exceeds R1,600,000.00 but does not exceed R1,800,000.00	<b>10</b>	
exceeds R1,600,000.00 but does not exceed R1,800,000.00	<b>10</b>	
exceeds R1,800,000.00 but does not exceed R2,000,000.00	<b>10</b>	
exceeds R2,000,000.00 but does not exceed R2,200,000.00	<b>10</b>	
exceeds R2,200,000.00 but does not exceed R2,400,000.00	<b>10</b>	
exceeds R2,400,000.00 but does not exceed R2,600,000.00	<b>10</b>	
exceeds R2,600,000.00 but does not exceed R2,800,000.00	<b>10</b>	
exceeds R2,800,000.00 but does not exceed R3,000,000.00	<b>10</b>	
exceeds R3,000,000.00 but does not exceed R3,200,000.00	<b>10</b>	
exceeds R3,200,000.00 but does not exceed R3,400,000.00	<b>10</b>	
exceeds R3,400,000.00 but does not exceed R3,600,000.00	<b>10</b>	
exceeds R3,600,000.00 but does not exceed R3,800,000.00	<b>10</b>	
exceeds R3,800,000.00 but does not exceed R4,000,000.00	<b>10</b>	
exceeds R4,000,000.00 but does not exceed R4,200,000.00	<b>10</b>	
exceeds R4,200,000.00 but does not exceed R4,400,000.00	<b>10</b>	
exceeds R4,400,000.00 but does not exceed R4,600,000.00	<b>10</b>	
exceeds R4,600,000.00 but does not exceed R4,800,000.00	<b>10</b>	
exceeds R4,800,000.00 but does not exceed R5,000,000.00	<b>10</b>	
exceeds R5,000,000.00 but does not exceed R5,500,000.00	<b>10</b>	
exceeds R5,500,000.00 but does not exceed R6,000,000.00	<b>10</b>	
exceeds R6,000,000.00 but does not exceed R6,500,000.00	<b>10</b>	
exceeds R6,500,000.00 but does not exceed R7,000,000.00	<b>10</b>	
exceeds R7,000,000.00 but does not exceed R7,500,000.00	<b>10</b>	
exceeds R7,500,000.00 but does not exceed R8,000,000.00	<b>10</b>	
exceeds R8,000,000.00 but does not exceed R8,500,000.00	<b>10</b>	
exceeds R8,500,000.00 but does not exceed R9,000,000.00	<b>10</b>	
exceeds R9,000,000.00 but does not exceed R9,500,000.00	<b>10</b>	

exceeds R9,500,000.00 but does not exceed R10,999,999.99	<b>10</b>	
from R11,000,000.00 up to but not including R12,000,000.00	<b>10</b>	
from R12,000,000.00 up to but no including R13,000,000.00	<b>10</b>	
from R13,000,000.00 up to but not including R14,000,000.00	<b>10</b>	
from R14,000,000.00 up to but not including R15,000,000.00	<b>10</b>	
from R15,000,000.00 up to but not including R16,000,000.00	<b>10</b>	
from R16,000,000.00 up to but no including R17,000,000.00	<b>10</b>	
from R17,000,000.00 up to but not including R18,000,000.00	<b>10</b>	
from R18,000,000.00 up to but not including R19,000,000.00	<b>10</b>	
from R19,000,000.00 up to but not including R20,000,000.00	<b>10</b>	
from R20,000,000.00 up to but no including R25,000,000.00	<b>10</b>	
from R25,000,000.00 up to but not including R30,000,000.00	<b>10</b>	
from R30,000,000.00	<b>10</b>	
<b>If more than one property is involved in the same conveyancing document, the fee tendered for may be increased by 15% for each additional property, subject to a maximum of R3, 270.00 for each additional property.</b>		

<b>Total Estimated Price (VAT incl)</b>	
---	--

<b>7.1 Certificates of Title</b>		
<b>Name of Lead Attorney(s)</b>	<b>Position of Lead Attorney(s)</b>	
<b>Property value</b>	<b>Estimated quantity</b>	<b>Total cost</b>
Certificates of title under Sections 35, 36, 39, 43, 46 and 64 of the Act for first property.	<b>10</b>	
Certificates of title under Sections 35, 36, 39, 43, 46 and 64 of the Act for <b>additional property</b> (per property).	<b>10</b>	<b>N/A</b>
Certificates of consolidated title under Section 40, certificates of amended title and uniform title under Sections 41 and 42 and a certificate in terms of Section 38 of the Act (first properties).	<b>10</b>	
Certificates of consolidated title under Section 40, certificates of amended title and uniform title under Sections 41 and 42 and a certificate in terms of Section 38 of the Act - every <b>additional constituent property</b> after the first two properties.	<b>10</b>	<b>N/A</b>
<b>Total Estimated Price (VAT incl)</b>		

<b>7.2 Bond cancellations</b>		
<b>Name of Lead Attorney(s)</b>	<b>Position of Lead Attorney(s)</b>	
<b>Description</b>	<b>Estimated quantity</b>	<b>Total cost</b>
All work related to the cancellation of a bond (per property).	<b>10</b>	
<b>Total Estimated Price (VAT incl)</b>		

<b>7.3 Notarial Services</b>		
<b>Name of Lead Attorney(s)</b>	<b>Position of Lead Attorney(s)</b>	
<b>Description</b>	<b>Estimated quantity</b>	<b>Total cost</b>
For the drawing and registering of any notarial lease, servitude, donation or other notarial deed or cancellation thereof.	<b>10</b>	
<b>If more than one property is involved in the same notarial instrument, the fee tendered for may be increased by 15% for each additional property, subject to a maximum of R3, 260.00 for each additional property.</b>		
<b>Total Estimated Price (VAT incl)</b>		

<b>7.4 Miscellaneous</b>		
<b>Name of Lead Attorney(s)</b>	<b>Position of Lead Attorney(s)</b>	
<b>Description</b>	<b>Estimated quantity</b>	<b>Total cost</b>
Application for the issuing of a certified copy of a deed in terms of Regulation 68(1) (note that advertisement costs not to be included in the breakdown of account)	<b>10</b>	
Attending on upliftment of attachment interdict in the Deeds Office	<b>10</b>	
The amendment of any deed in terms of section 4(1) (b) of the Act (no additional fees allowed).	<b>10</b>	
For drawing application for endorsement in terms of section 46 of the Act, for the layout of a township or settlement and attendances on lodging title deed for endorsement.	<b>10</b>	
Obtaining a copy of title deed/notarial deed/interdict or any other deeds office document for information purposes.		<b>N/A</b>

For attendance on Surveyor-General, for the metrication or amendment of any diagram or obtaining a copy of any diagram or certificate of remainder from the Surveyor-General, including instructions, application, correspondence and all relevant attendances – per instruction (no additional fee for every diagram after the first two in same application allowed).		<b>N/A</b>
<b>Total Estimated Price (VAT incl)</b>		

<b>7.5 Attendance on government or other authority in relation to conveyancing and/or notarial matters</b>		
<b>Name of Lead Attorney(s)</b>		<b>Position of Lead Attorney(s)</b>
<b>Description</b>		<b>Total cost</b>
To obtain a transfer certificate in terms of SPLUMA (no additional fee for time spent allowed).		
To obtain a certificate or approval regarding compliance with conditions of subdivision or consolidation.		
For any endorsement of a power of attorney or diagram (other than a rates clearance certificate).		
To obtain a certificate or approval regarding compliance with conditions of subdivision for all erven on a general plan, including valuation apportionment ( <b>no additional fee per erf on general plan allowed</b> ).		
<b>Total Estimated Price (VAT incl)</b>		

<b>7.6 Time based fees (per quarter hour of part thereof)</b>		
<b>Name of Lead Attorney(s)</b>		<b>Position of Lead Attorney(s)</b>
<b>Description</b>		<b>Fee per quarter hour or part thereof (VAT Included)</b>
Attendances and searching for information required, other than information required for the preparation or registration of a deed, including instructions, correspondence and all relevant attendances (no additional costs/fees allowed).		
Drafting of various types of agreements.		

**Please attach detailed breakdown of account for prices quoted for in Category 7.**

**NOTE:**

Pricing Schedule of Category 8 **MUST** be completed in non-erasable black ink.

NO correction fluid/tape may be used.

- a. In the event of a mistake having been made, it shall be crossed out in ink and be accompanied by an initial at each and every alteration.

Category 8: <u>Low Cost Housing Properties</u>		
Name of Lead Attorney(s)	Position of Lead Attorney(s)	
	Estimate	Total Cost
Registration of transfer of low cost housing unit / <b>per transfer</b>	<b>300</b>	
<b>Total Estimated Price (VAT incl)</b>		

**NOTE:**

Pricing Schedule of Category 9 **MUST** be completed in non-erasable black ink.

NO correction fluid/tape may be used.

- a. In the event of a mistake having been made, it shall be crossed out in ink and be accompanied by an initial at each and every alteration.

<u>Category 9: DEBT COLLECTION SERVICES</u>
<p><b>9.1 New debt collection instruction</b></p> <p>Debt collection services on new debt collection instructions will be commission based. The commission percentage set in the pricing schedule below will be fixed and include all disbursements and fees. This award is made on a <u>no win, no fee basis</u> and commission will be calculated on the total monies successfully collected.</p>
<p><b>9.2 Defended debt collection matters</b></p> <p>In the case where an appointment is made to defend a debt collection matter on behalf of the Municipality, such instruction will be deemed a litigious matter. All non-time based fees will be charged in terms of the <b>litigious fees</b> structure stipulated above in this pricing schedule. Any time based fees must be completed in the below pricing schedule.</p> <p>Arithmetical errors will be corrected by the Municipality by using the unit prices. Evaluation will be based on Estimated Quantities.</p>

<b>9.1 NEW DEBT COLLECTION INSTRUCTION</b>			
<b>Description</b>	<b>Estimated Debtor Book</b>	<b>Percentage Commission</b>	<b>Total Estimated Price</b>
Commission in respect of debt collected and paid over to client	<b>R100 000 000.00</b>	<b>%</b>	

<b>9.2 DEFENDED DEBT COLLECTION MATTERS (time-based fees)</b>			
<b>Name of Lead Attorney</b>	<b>Estimated Hours per annum</b>	<b>Rate per Hour (Incl. VAT)</b>	<b>Total Estimated Price</b>
	<b>200 hours</b>		
<b>CATEGORY 9</b>	<b>Total Estimated Price (VAT incl)</b>		

By the representative of the tenderer, deemed to be duly authorised, signing this part of the tender, the tenderer declare that the amounts tendered for, all the items per category is offered, correct and binding.

.....

**Signature**

.....

**Date**

**SECTION 7:  
FORM OF OFFER AND ACCEPTANCE  
CATEGORY 1: PUBLIC AND MUNICIPAL LAW SERVICES**

The Employer, identified in the acceptance signature block, has solicited offers to enter into a contract for the procurement of:

**CONTRACT NO: COR 01/2025/26 – PROVISION OF LEGAL SERVICES: APPOINTMENT OF PANEL OF ATTORNEYS FROM DATE OF APPOINTMENT TO 30 JUNE 2028**

The tenderer, identified in the offer signature block, has examined the documents listed in the tender data and addenda thereto as listed in the returnable schedules, and by submitting this offer has accepted the conditions of tender.

By the representative of the tenderer, deemed to be duly authorized, signing this part of this form of offer and acceptance, the tenderer offers to perform all of the obligations and liabilities of the service provider 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.

**(Please Indicate with an “X” in the table below, the category/categories of services for which are tendered (more than one category may be selected):**

CATEGORY	DESCRIPTION	Mark (X)
1	Public and Municipal Law Services	
<p>THE OFFERED ESTIMATED TOTAL IS AS PER ATTACHED PRICING SCHEDULE CONTAIN IN SECTION 6 (VAT INCLUSIVE) TENDERED</p> <p>Rand.....</p> <p>..... (in words);</p> <p>R..... (in figures)</p>		
2	Town Planning and Environmental Law Services	
<p>THE OFFERED ESTIMATED TOTAL IS AS PER ATTACHED PRICING SCHEDULE CONTAIN IN SECTION 6 (VAT INCLUSIVE) TENDERED</p> <p>Rand.....</p> <p>..... (in words);</p> <p>R..... (in figures)</p>		
3	Building and Construction Law Services	
<p>THE OFFERED ESTIMATED TOTAL IS AS PER ATTACHED PRICING SCHEDULE CONTAIN IN SECTION 6 (VAT INCLUSIVE) TENDERED</p> <p>Rand.....</p> <p>..... (in words);</p> <p>R..... (in figures)</p>		

4	Labour Law Services	
<p>THE OFFERED ESTIMATED TOTAL IS AS PER ATTACHED PRICING SCHEDULE CONTAIN IN SECTION 6 (VAT INCLUSIVE) TENDERED</p> <p>Rand.....</p> <p>..... (in words);</p> <p>R..... (in figures)</p>		
5	Municipal Supply Chain Management Law Services	
<p>THE OFFERED ESTIMATED TOTAL IS AS PER ATTACHED PRICING SCHEDULE CONTAIN IN SECTION 6 (VAT INCLUSIVE) TENDERED</p> <p>Rand.....</p> <p>..... (in words);</p> <p>R..... (in figures)</p>		
6	Eviction Services in terms of the Prevention of Illegal Eviction from and Unlawful Occupation of Land Act ("PIE") and the Extension of Security of Tenure Act ("ESTA") legislation	
<p>THE OFFERED ESTIMATED TOTAL IS AS PER ATTACHED PRICING SCHEDULE CONTAIN IN SECTION 6 (VAT INCLUSIVE) TENDERED</p> <p>Rand.....</p> <p>..... (in words);</p> <p>R..... (in figures)</p>		
7	Property Law, Conveyancing and Notarial Registration Services: General and Specialized	
<p>THE OFFERED ESTIMATED TOTAL IS AS PER ATTACHED PRICING SCHEDULE CONTAIN IN SECTION 6 (VAT INCLUSIVE) TENDERED</p> <p>Rand.....</p> <p>..... (in words);</p> <p>R..... (in figures)</p>		
8	Property Law, Conveyancing and Notarial Registration Services: Low Cost Housing	
<p>THE OFFERED ESTIMATED TOTAL IS AS PER ATTACHED PRICING SCHEDULE CONTAIN IN SECTION 6 (VAT INCLUSIVE) TENDERED</p> <p>Rand.....</p> <p>..... (in words);</p> <p>R..... (in figures)</p>		
9	Debt Collection Services	
<p>THE OFFERED ESTIMATED TOTAL IS AS PER ATTACHED PRICING SCHEDULE CONTAIN IN SECTION 6 (VAT INCLUSIVE) TENDERED</p> <p>Rand.....</p> <p>..... (in words);</p> <p>R..... (in figures)</p>		



The offered estimated total 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 service provider in the conditions of contract identified in the contract data.

Signature .....  
Name .....  
Capacity .....

**for the tenderer**

(Name and .....  
address of .....  
organization) .....  
.....

Name and .....  
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 service provider 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:

- Section 2(a): General Conditions of Contract
- Section 2(b): Additional Contract Conditions
- Section 3: Special Conditions of Contract.
- Section 4(a): Scope of Work.
- Section 4(b): Framework Information
- Section 5: Pricing Instruction
- Section 6: Pricing Schedule
- Section 7: Form of Offer and Acceptance
- Section 8: Returnable Schedules

Deviations from and amendments to the documents listed in the tender data and any addenda thereto as 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.

The tenderer shall within two weeks after receiving a completed copy of this agreement, including the schedule of deviations (if any), contact the employer's representative (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 fulfill any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

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

Signature . . . . .

Name . . . . .

Capacity . . . . .

for the  
Employer THEEWATERSKLOOF MUNICIPALITY  
OFFICE OF THE MUNICIPAL MANAGER  
6 PLEIN STREET  
CALEDON  
7230

Name and  
signature . . . . .  
of witness . . . . .

Date . . . . .

. . . . .

Schedule of Deviations

1 Subject

Details

2 Subject

Details

3 Subject

Details

4 Subject

Details

5 Subject

Details

By the duly authorized representatives signing this agreement, 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 changes to the terms of the offer agreed by the tenderer and the employer during this process of offer and acceptance.

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

**For the Tenderer:**

Signature(s) .....

Name(s) .....

Capacity .....

(Name and  
address of  
organization) .....  
.....

Name and  
signature  
of witness ..... Date .....

**For the Employer:**

Signature(s) .....

Name(s) .....

Capacity .....

(Name and  
address of  
organization) .....  
.....

Name and  
signature  
of witness ..... Date .....

**SECTION 8:  
LIST OF RETURNABLE DOCUMENTS**

<b>SCHEDULES</b>	<b>DESCRIPTION</b>	<b>PG. NO.</b>
<b>SCHEDULE 1:</b>	Tax Clearance certificate requirements (MBD 2)	54
<b>SCHEDULE 2:</b>	Declaration of Interest (MBD 4)	55
<b>SCHEDULE 3:</b>	Preference points claim form in terms of the Preferential Procurement Reg. 2022 (MBD 6.1)	57
<b>SCHEDULE 4:</b>	Declaration of Bidders past Supply Chain Management Practices (MBD 8)	62
<b>SCHEDULE 5:</b>	Certificate of Independent Bid Determination (MBD 9)	64
<b>SCHEDULE 6:</b>	Form of Indemnity	67
<b>SCHEDULE 7:</b>	Compulsory Enterprise Questionnaire	68
<b>SCHEDULE 8:</b>	Address Schedule	70
<b>SCHEDULE 9:</b>	Record of Addenda	71
<b>SCHEDULE 10:</b>	Signatory of Authority	72
<b>SCHEDULE 11:</b>	Tender Participation Fee	75
<b>SCHEDULE 12:</b>	B-BBEE Proof	76
<b>SCHEDULE 13:</b>	Municipal Account / Lease Agreement	77
<b>SCHEDULE 14:</b>	Valid Fidelity fund Certificate	78
<b>SCHEDULE 15:</b>	Proof of Professional Membership (LAW SOCIETY OF SOUTH AFRICA)	79
<b>SCHEDULE 16:</b>	Conveyancing Certificate and/or Notarial Certificate	80
<b>SCHEDULE 17:</b>	Lead Attorney Experience	81
<b>SCHEDULE 18:</b>	Lead Attorney's Qualifications	82
<b>SCHEDULE 19:</b>	Admission as an attorney in the High Court	83
<b>SCHEDULE 20:</b>	Admission as a Conveyancer and Notary of the Lead Attorney	84
<b>SCHEDULE 21:</b>	Access to Conveyancing Software	85
<b>SCHEDULE 22:</b>	Access to Deeds Office Search Software	86
<b>SCHEDULE 23:</b>	Certificate of Good Standing: Lead Attorney(s)	87
<b>SCHEDULE 24:</b>	Bidder's Reference	88
<b>SCHEDULE 25:</b>	Indemnity Insurance	90

**SCHEDULE 1:**  
**MBD 2 – TAX CLEARANCE CERTIFICATE REQUIREMENTS AND APPLICATION FORM**

**MBD 2**

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

- 1 In order to meet this requirement (where necessary) bidders are required to complete in full the attached form TCC 001 "Application for a Tax Clearance Certificate" and submit it to any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign bidders / individuals who wish to submit bids.
- 2 SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.
- 3 The original Tax Clearance Certificate must be submitted together with the bid. Failure to submit the valid Tax Clearance Certificate will result in the invalidation of the bid.

**a. Tax Compliance Status (TCS) Pin as of 18 April 2016**

- i. **In terms of the new Tax Compliance Status System implemented by SARS on 18 April 2016, taxpayers are now able to issue the municipality with a TCS Pin which will be used to verify a bidder's tax status online via SARS E-filing.** This option will be used to verify the status of the service provider (which should be active or compliant) and will determine if the offer will be further evaluated or omitted. Service provider's status which is found inactive or non-compliant their offers will be omitted. As a result, Tenderers who are not in possession of an original Tax Clearance Certificate must issue the municipality with the following:

1.	Tax Clearance Certificated printed for SARS E-filing	
2.	Tax Reference Number:	
3.	Tax Compliance Status Pin:	

- 4 In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate.
- 5 Copies of the TCC 001 "Application for a Tax Clearance Certificate" form are available from any SARS branch Office nationally or on the website [www.sars.gov.za](http://www.sars.gov.za).
- 6 Applications for the Tax Clearance Certificates may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website [www.sars.gov.za](http://www.sars.gov.za).

**SCHEDULE 2:  
MBD 4 – DECLARATION OF INTEREST**

**MBD 4**

1. No bid will be accepted from persons in the service of the state<sup>1</sup>.
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority.
3. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.
  - 3.1 Full Name of bidder or his or he representative.....
  - 3.2 Identity Number: .....
  - 3.3 Position occupied in the Company (director, trustee, hareholder<sup>2</sup>): .....
  - 3.4 Company Registration Number: .....
  - 3.5 Tax Reference Number: .....
  - 3.6 VAT Registration Number: .....
  - 3.7 The names of all directors / trustees / shareholders members, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below.
  - 3.8 Are you presently in the service of the state? **YES / NO**
    - 3.8.1 If yes, furnish particulars. ....  
.....
  - 3.9 Have you been in the service of the state for the past twelve months? **YES / NO**
    - 3.9.1 If yes, furnish particulars ....  
.....

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

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

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

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

3.10.1 If yes, furnish particulars .....

.....

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

3.11.1 If yes, furnish particulars .....

.....

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

3.12.1 If yes, furnish particulars .....

.....

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

3.13.1 If yes, furnish particulars .....

.....

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

3.14.1 If yes, furnish particulars.....

.....

#### 4. FULL DETAILS OF DIRECTORS / TRUSTEES / MEMBERS / SHAREHOLDERS.

Full Name	Identity Number	State Employee Number

.....  
Signature

.....

Capacity

.....  
Date

.....

Name of Bidder



**SCHEDULE 3:  
MBD 6.1 – PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT  
REGULATIONS 2022**

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

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

## **1. GENERAL CONDITIONS**

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

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

### **1.2 To be completed by the organ of state**

Either the **90/10 or 80/20 preference point system** will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

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

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

### **1.4 To be completed by the organ of state:**

The maximum points for this tender are allocated as follows:

	POINTS
<b>PRICE</b>	<b>80</b>
<b>SPECIFIC GOALS</b>	<b>20</b>
<b>Total points for Price and SPECIFIC GOALS</b>	<b>100</b>

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

1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

## **2. DEFINITIONS**

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;

- (b) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

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

#### 3.1. POINTS AWARDED FOR PRICE

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

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

80/20	or	90/10
$Ps = 80 \left( 1 - \frac{Pt - P_{min}}{P_{min}} \right)$	or	$Ps = 90 \left( 1 - \frac{Pt - P_{min}}{P_{min}} \right)$

Where

Ps = Points scored for price of tender under consideration  
 Pt = Price of tender under consideration  
 Pmin = Price of lowest acceptable tender

#### 3.2. FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT

##### 3.2.1. POINTS AWARDED FOR PRICE

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

80/20	or	90/10
$Ps = 80 \left( 1 + \frac{Pt - P_{max}}{P_{max}} \right)$	or	$Ps = 90 \left( 1 + \frac{Pt - P_{max}}{P_{max}} \right)$

Where

Ps = Points scored for price of tender under consideration  
 Pt = Price of tender under consideration  
 Pmax = Price of highest acceptable tender

### 4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

#### POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

B-BBEE status level of contributor	Number of points allocated in terms of B-BBEE score card	Points claimed by the bidder (bidder to indicate)
1	10	5
2	9	4.5
3	8	3
4	6	2.5
5	4	2
6	3	1.5
7	2	1
8	1	0.5
Non-Compliant contributor	0	0

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

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

The specific goals allocated points in terms of this tender	Number of points Allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer and proof thereof attached)
BBBEE (10)	LEVEL POINTS ÷ 2 (For example, Level 1 = 20 Points ÷ 2 = 10)	
LOCALITY (10)	Within the boundaries of Theewaterskloof Municipality	

<b>(Latest Certified Municipal account/ Lease agreement in the name of the company must be attached to claim points)</b>	10	
	Within the boundaries of Overberg District	
	6	
	Within the boundaries of Western Cape	
	4	
	Outside of the boundaries of Western Cape	
	0	

POINTS WILL BE ALLOCATED AS FOLLOWS ABOVE R300 000.00		POINTS CLAIMED
	POINTS	
<b>PRICE</b>	80	
<b>SPECIFIC PARTICIPATION GOALS</b>		
Within the boundaries of Theewaterskloof Municipality	10	
Within the boundaries of Overberg District	6	
Within the boundaries of Western Cape	4	
Outside of the boundaries of Western Cape	0	
<b>BBBEE SCORE CARD</b>		
<b>BBBEE points</b>	10	
<b>Total</b>	100	

#### DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm.....

4.4. Company registration number: .....

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

4.6. **Sub-Contractor**

4.6.1 Will any portion of the contract be sub-contracted?

[TICK APPLICABLE BOX]

YES		NO	
-----	--	----	--

4.6.2 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 or QSE

[TICK APPLICABLE BOX]

YES		NO	
-----	--	----	--

4.7. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

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

	..... <b>SIGNATURE(S) OF TENDERER(S)</b>
<b>SURNAME AND NAME:</b>	.....
<b>DATE:</b>	.....
<b>ADDRESS:</b>	.....
	.....
	.....
	.....

**SCHEDULE 4:**  
**MBD 8 – DECLARATION OF BIDDER’S PAST SUPPLY CHAIN MANAGEMENT PRACTICES**

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

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

4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
<b>Item</b>	<b>Question</b>	<b>Yes</b>	<b>No</b>
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.5.1	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 Bidder**

**SCHEDULE 5:  
MBD 9 – CERTIFICATE OF INDEPENDENT BID DETERMINATION**

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

<sup>1</sup> Includes price quotations, advertised competitive bids, limited bids and proposals.

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



## CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

**TENDER NO: COR 01/2025/26 – PROVISION OF LEGAL SERVICES: APPOINTMENT OF PANEL OF ATTORNEYS FROM DATE OF APPOINTMENT TO 30 JUNE 2028.**

in response to the invitation for the bid made by:

### THEEWATERSKLOOF MUNICIPALITY

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

I certify, on behalf

of: \_\_\_\_\_ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word “competitor” shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
  - (a) has been requested to submit a bid in response to this bid invitation;
  - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
  - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium<sup>3</sup> will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
  - (a) prices;
  - (b) geographical area where product or service will be rendered (market allocation)
  - (c) methods, factors or formulas used to calculate prices;
  - (d) the intention or decision to submit or not to submit, a bid;
  - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
  - (f) bidding with the intention not to win the bid.

8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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

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

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder

**SCHEDULE 6:  
FORM OF INDEMNITY**

THE MUNICIPAL MANAGER  
Theewaterskloof Municipality

**INDEMNITY**

Given by .....(Name of Company)  
of .....

.....  
(registered address of Company) a company incorporated with limited liability according to the Company Laws  
of the Republic of South Africa (hereinafter called the Service Provider),  
represented herein by .....

..... (Name of Representative) in his capacity as  
..... (Designation) of the Service Provider is  
duly authorised hereto by a resolution dated .....

To sign on behalf of the Service Provider.

**WHEREAS** the Service Provider has entered into a Contract dated ... with  
Theewaterskloof Municipality (hereinafter called the Municipality) who require this indemnity from the Service  
Provider for the Contract No: **COR 01/2025/26 – PROVISION OF LEGAL SERVICES: APPOINTMENT OF  
LEGAL SERVICES: APPOINTMENT OF PANEL OF ATTORNEYS FROM DATE OF APPOINTMENT TO 30  
JUNE 2028**

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

**SIGNATURE:** .....

**THUS DONE AND SIGNED** for and on behalf on the Service Provider.

At ..... on the ..... day of ..... In the  
presence of the subscribing witnesses.

**AS WITNESSES**

1. ....(Designation) .....

2. .... (Designation) .....

**SCHEDULE 7:  
COMPULSORY ENTERPRISE QUESTIONNAIRE**

The following particulars must be furnished. In the case of a joint venture, **separate** enterprise questionnaires in respect of each partner must be completed and submitted.

**Section 1: Name of enterprise:** .....

**Physical address of enterprise:** .....

**(LOCAL OFFICE)** .....

.....

**Section 2: VAT registration number, if any:** .....

**Section 3: CIDB registration number, if any:** .....

**Section 4: Particulars of sole proprietors and partners in partnerships**

Name*	Identity number*	Personal income tax number*

\* Complete only if sole proprietor or partnership and attach separate page if more than 3 partners

**Section 5: Particulars of companies and close corporations**

Company registration number .....

Close corporation number .....

Tax reference number .....

**Section 6: Record of service of the state**

Indicate by marking the relevant boxes with a cross, if any 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 months in the service of any of the following:

- |  |   |
|--|---|
| <input type="checkbox"/> a member of any municipal council<br><input type="checkbox"/> a member of any provincial legislature<br><input type="checkbox"/> a member of the National Assembly or the National Council of Province<br><input type="checkbox"/> a member of the board of directors of any municipal entity<br><input type="checkbox"/> an official of any municipality or municipal entity | <input type="checkbox"/> 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)<br><input type="checkbox"/> a member of an accounting authority of any national or provincial public entity<br><input type="checkbox"/> 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	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 7: 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 months been in the service of any of the following:

- |  |   |
|--|---|
| <input type="checkbox"/> a member of any municipal council                                     | <input type="checkbox"/> 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) |
| <input type="checkbox"/> a member of any provincial legislature                                |   |
| <input type="checkbox"/> a member of the National Assembly or the National Council of Province | <input type="checkbox"/> a member of an accounting authority of any national or provincial public entity  |
| <input type="checkbox"/> a member of the board of directors of any municipal entity            | <input type="checkbox"/> an employee of Parliament or a provincial legislature  |
| <input type="checkbox"/> an official of any municipality or municipal entity                   |   |

Name of spouse, child or parent	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 authorized to do so on behalf of the enterprise:

- authorizes the Employer to obtain a tax clearance certificate from the South African Revenue Services that my / our tax matters are in order;
- confirms that the 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 Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004;
- 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 five years been convicted of fraud or corruption;
- 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; and
- 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 TENDERER:**

.....

**SCHEDULE 8:  
ADDRESS SCHEDULE**

<b>WORK ADDRESS</b>	<b>BUILDING</b>	
	<b>STREET</b>	
	<b>SUBURB</b>	
	<b>CITY / TOWN</b>	
	<b>POSTAL CODE</b>	
	<b>TELEPHONE</b>	
	<b>FAX</b>	
	<b>CELL</b>	
	<b>E-MAIL</b>	
<b>POSTAL ADDRESS</b>	<b>POST BOX</b>	
	<b>SUBURB</b>	
	<b>CITY / TOWN</b>	
	<b>POSTAL CODE</b>	

**SIGNED ON BEHALF OF TENDERER:**

.....

**SCHEDULE 9:  
RECORD OF ADDENDA**

We confirm that the following communications/Addenda/Notice(s) to Tenderers received from the Employer before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer

ADDENDUM No.	DATE	SUBJECT MATTER OF ADDENDUM / NOTICE

**SIGNED ON BEHALF OF TENDERER:** .....

**SCHEDULE 10:  
SIGNATORY OF AUTHORITY**

**A. COMPANIES**

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

**AUTHORITY BY BOARD OF DIRECTORS**

By resolution passed by the Board of Directors on \_\_\_\_\_20\_\_\_\_\_,

Mr/Mrs \_\_\_\_\_ (whose signature appears below) has been duly authorized to sign all documents in connection with this bid on behalf

of \_\_\_\_\_ (Name of Company) in

his/her capacity as \_\_\_\_\_

Full Name of Director	Residential address	Signature

Sign on behalf of company:		Date	
Print Name:			
Witness 1:		Witness 2:	



## B. SOLE PROPRIETOR (SINGLE OWNER BUSINESS)

I, \_\_\_\_\_ the undersigned, hereby

Confirm that I am the sole owner of the business trading as \_\_\_\_\_

<b>Sign on behalf of company:</b>		<b>Date</b>	
<b>Print Name:</b>			
<b>Witness 1:</b>		<b>Witness 2:</b>	

## C. PARTNERSHIP

We, the undersigned partners in the business trading as \_\_\_\_\_

hereby authorize Mr/Ms \_\_\_\_\_ to sign this bid as well

as any contract resulting from the bid and any other documents and correspondence in connection with this bid and /or contract for and on behalf of \_\_\_\_\_ (name of firm)

The following particulars in respect of every partner must be furnished and signed by every partner:

Full Name of Director	Residential address	Signature

<b>Sign on behalf of company:</b>		<b>Date</b>	
<b>Print Name:</b>			
<b>Witness 1:</b>		<b>Witness 2:</b>	

#### D. CLOSE CORPORATION

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

By resolution of members at a meeting on \_\_\_\_\_ 20\_\_\_\_ at \_\_\_\_\_

\_\_\_\_\_ Mr/Ms , \_\_\_\_\_ whose

signature appears below, has been authorized to sign all documents in connection with this bid on

behalf of (Name of Close Corporation) \_\_\_\_\_

Full Name of Director	Residential address	Signature

Sign on behalf of Close Corporation:		Date	
Print Name:			
In his /her capacity as			
Witness 1:		Witness 2:	

**SCHEDULE 11:  
PROOF OF PAYMENT OF TENDER PARTICIPATION FEE**

The tenderer must pay the non-refundable tender participation fee. Proof of payment must be submitted. **(Schedule 11).**

**SIGNED ON BEHALF OF TENDERER:** .....

**SCHEDULE 12:  
B-BBEE PROOF**

The tenderer must attach to this page proof of **their certified B-BBEE level of contribution** in respect of his/her company, close corporation or partnership.

**SIGNED ON BEHALF OF TENDERER:** .....

**SCHEDULE 13:  
MUNICIPAL ACCOUNT / LEASE AGREEMENT**

The tenderer must attach to this page a copy of their latest municipal account / a valid lease agreement.

**SIGNED ON BEHALF OF TENDERER:** .....

**SCHEDULE 14:  
VALID FIDELITY FUND CERTIFICATE**

Proof of a Valid Fidelity Fund Certificate must be appended to this schedule.

**SIGNED ON BEHALF OF TENDERER:** .....

**SCHEDULE 15:  
PROOF OF PROFESSIONAL MEMBERSHIP (LAW SOCIETY OF SOUTH AFRICA)**

A law firm registered with the relevant Law Society or Legal Practice Council as well as being in existence for five (5) years from registration (Proof of date of registration with the relevant Law Society or Legal Practice Council must be submitted **Schedule 15**).

**SIGNED ON BEHALF OF TENDERER:** .....

**SCHEDULE 16:  
CONVEYANCING CERTIFICATE AND/OR NOTARY CERTIFICATE**

Proof of Conveyancing certificate and/or Notarial certificate must be appended to this schedule (if applicable).

**SIGNED ON BEHALF OF TENDERER:** .....



**SCHEDULE 17:  
LEAD ATTORNEY EXPERIENCE**

The bidder shall insert in the spaces provided below details of the **Lead Attorney** in order for the bidder to be eligible to submit a tender. The Curriculum Vitae of the individual must be appended to this schedule.

Any other relevant information may also be appended to this schedule. (The Tenderer must take note that the persons listed as **Lead Attorney** shall be the same persons to physically manage the instructions under this contract, and will not be allowed to be changed without written approval by the client and then only if the Tenderer can successfully demonstrate that the replacement personnel do at least have the same experience, education and qualifications than the Persons listed in the tender. No deviation on this will be allowed).

<b>Lead Attorney</b>					
Name	Job Title	Qualifications	Membership No.	Number of years relevant experience	Contactable Reference

**SIGNED ON BEHALF OF TENDERER:** .....

**SCHEDULE 18:  
LEAD ATTORNEY'S QUALIFICATIONS**

The tenderer must attach to this page proof of lead attorney's qualifications.

**SIGNED ON BEHALF OF TENDERER:** .....

**SCHEDULE 19:**  
**ADMISSION AS AN ATTORNEY IN THE HIGH COURT**

The tenderer must attach to this page proof of admission as an attorney in the High Court.

**SIGNED ON BEHALF OF TENDERER:** .....

**SCHEDULE 20:**  
**ADMISSION AS A CONVEYANCER AND NOTARY OF THE LEAD ATTORNEY**

The Bidder(s) must, if bidding for the category of services for specialised and low-cost housing conveyancing and notarial services, submit the necessary proof of admission as a conveyancer and notary of the lead attorney(s) **(Schedule 20)**.

**SIGNED ON BEHALF OF TENDERER:** .....

**SCHEDULE 21:  
ACCESS TO CONVEYANCE SOFTWARE**

Bidders bidding for both specialised and low-cost housing conveyancing and notarial services must provide proof of access to conveyancing software (proof of licenses to be attached to **Schedule 21**).

**SIGNED ON BEHALF OF TENDERER:** .....

**SCHEDULE 22:  
ACCESS TO DEEDS OFFICE SEARCH SOFTWARE**

Bidders bidding for both specialised and low-cost housing conveyancing and notarial services must provide proof of access to deeds office search software (proof of licenses to be attached to **Schedule 22**).

**SIGNED ON BEHALF OF TENDERER:** .....

**SCHEDULE 23:  
CERTIFICATE OF GOOD STANDING**

The Bidder(s) must submit a Certificate of Good Standing not older than 6 (six) months from the applicable Legal Practice Council in respect of each attorney who will represent the Municipality in each category of service tendered for (**Schedule 23**).

**SIGNED ON BEHALF OF TENDERER:** .....

**SCHEDULE 24:  
BIDDER'S REFERENCE**

The Bidder(s) bidding for each of the category of services must submit atleast 3 (three) Bidders reference in full which must indicate clearly what work, relevant to the category of service the bid is submitted for, the Bidder(s) has attended to or is currently attending to. Referees must complete the proforma format below and stamp the Bidders Reference.

**BIDDERS REFERENCE: TENDER COR 01/2025/26: PROVISION OF LEGAL SERVICES:  
APPOINTMENT OF PANEL OF ATTORNEYS FROM DATE OF APPOINTMENT TO 30 JUNE 2028**

**Background information of Nominated Referee for bidder**

Referee name (Individual):	
Referee name (Organisation):	
Capacity:	
Postal address:	
Contact number of referee:	
Email address:	
Name of bidder evaluated:	

**Category of service which the bidder performed for the referee.** (Please tick relevant category for services performed by the bidder)

Category 1: Public and Municipal Law Services	
Category 2: Town Planning and Environmental Law Services	
Category 3: Building and Construction Law Services	
Category 4: Labour Law Services	
Category 5: Municipal Supply Chain Management Law Services	
Category 6: Eviction Services in terms of PIE and ESTA legislation	
Category 7: Property Law, Conveyancing and Notarial Registration Services: General and Specialised	
Category 8: Property Law, Conveyancing and Notarial Registration Services: Low-Cost Housing	
Category 9: Debt Collection Services	



QUESTIONS	YES	NO
Did the bidder provide the services on time as required?		
Was quality service provided?		
Was professional behaviour displayed towards the client and all role players?		
Was the bidder readily available for consultation or advice when requested?		
Do you recommend the bidder for appointment by Theewaterskloof Municipality?		

I, the undersigned, hereby certify that the above information, is to the best of my knowledge, correct and a true reflection.

\_\_\_\_\_

Signature of Referee

\_\_\_\_\_

Date of declaration

(Who declares that he/she is authorised to act as referee)

(Theewaterskloof Municipality reserves the right to contact the referee if deemed necessary)

Referee's Municipal Stamp:

**SIGNED ON BEHALF OF TENDERER:** .....

**SCHEDULE 25:  
INDEMNITY INSURANCE**

Bidders bidding for each category of services listed in this tender above must provide proof of indemnity insurance of at least R2,000,000.00 (Two Million Rand).

**SIGNED ON BEHALF OF TENDERER:** .....