



OKHAHLAMBA LOCAL MUNICIPALITY

OFFICE OF THE MUNICIPAL MANAGER

CONTRACT NO: 8/1/1/4/10 – MM 01/2023

**THE PROVISION OF SPECIALISED
LEGAL SERVICES FOR
OKHAHLAMBA LOCAL MUNICIPALITY**

BIDDER'S NAME:

AMOUNT:

AMOUNT IN WORDS:

**OKHAHLAMBA LOCAL MUNICIPALITY
OFFICE OF THE MUNICIPAL MANAGER
CONTRACT NO: 8/1/1/4/10 – MM 01/2023
PROVISION OF SPECIALISED LEGAL SERVICES FOR OKHAHLAMBA LOCAL
MUNICIPALITY**

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01/2023**

**PROVISION OF SPECIALISED LEGAL
SERVICES FOR OKHAHLAMBA LOCAL
MUNICIPALITY**

INVITATION TO BID

INVITATION TO BID – PART A

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

BID NUMBER:		CLOSING DATE:	05 July 2023	CLOSING TIME:	10H00AM
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DESCRIPTION	PROVISION OF SPECIALISED LEGAL SERVICES FOR OKHAHLAMBA LOCAL MUNICIPALITY
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THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID

BOX

SITUATED AT (STREET ADDRESS)

259 KINGSWAY STREET (OPPOSITE CALTEX GARAGE)

PO BOX 71

BERGVILLE

3350

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]	Yes		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	Yes	
	No			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]

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	Yes No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	Yes No [IF YES, ANSWER PART B:3]
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TOTAL NUMBER OF ITEMS OFFERED		TOTAL BID PRICE	N/A
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SIGNATURE OF BIDDER	DATE
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CAPACITY UNDER WHICH THIS BID IS SIGNED	
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BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		TECHNICAL INFORMATION MAY BE DIRECTED TO:	
DEPARTMENT	FINANCE – SUPPLY CHAIN MANAGEMENT DEPT	DEPARTMENT	OFFICE OF THE MUNICIPAL MANAGER - LEGAL
CONTACT PERSON	THULILE MAPHALALA	CONTACT PERSON	JABU KHUMALO
TELEPHONE NUMBER	036 – 448 8056	CELL NO.	082 696 5138
FACSIMILE NUMBER	036 – 448 1986	TELEPHONE NO.	036 448 8009
E-MAIL ADDRESS	Thulile.Maphalala@okhahlamba.gov.za	E-MAIL ADDRESS	Jabu.Khumalo@okhahlamba.gov.za

PART B. TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR ONLINE**
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.

2. TAX COMPLIANCE REQUIREMENTS

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.
- 2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.
- 2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

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

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

NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE.

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED :

DATE:

OKHAHLAMBA LOCAL MUNICIPALITY

CONTRACT NO: 8/1/1/4/10 – MM 01/2023

OFFICE OF THE MUNICIPAL MANAGER

**PROVISION OF SPECIALISED LEGAL
SERVICES FOR OKHAHLAMBA LOCAL
MUNICIPALITY**

CONDITIONS OF CONTRACT

**OKHAHLAMBA LOCAL MUNICIPALITY
OFFICE OF THE MUNICIPAL MANAGER
CONTRACT NO: 8/1/1/4/10 – MM 01/2023
PROVISION OF SPECIALISED LEGAL SERVICES FOR OKHAHLAMBA LOCAL
MUNICIPALITY**

CONDITIONS OF THE BID

A. GENERAL

1. Bid documents must be completed in black ink and prices must **NOT** include VAT.
2. **All pages and annexures must be initialled / sign in full signature where required.**
3. The lowest or any bid will not necessarily be accepted and Okhahlamba Local Municipality reserves the right to accept the whole or any part of a bid or to reject any or all the bid without stating the reasons thereof.
4. No bid will be accepted by fax or e-mail.
5. Bids are to remain open for acceptance for a period of one hundred and twenty (90) days from the date they are lodged and may be accepted at any time during the said period of one hundred and twenty (90) days.
6. All prices and details must be legible / readable to ensure the bid will be considered for adjudication.
7. Full details of services offered must be supplied together with the return documents. All additional documents returned with the bid documents must be firmly bound and marked as “**Additional**” to the specific bid reference number.
8. Only bids on Okhahlamba Local Municipality official bid document will be accepted and the original document must be returned, fully completed and signed, in the form presented. **Failure to do so will invalidate such bid.**
9. **Corrections may not be made by means of a correcting fluid. In the event of a mistake having been made it shall be crossed out in ink and be accompanied by a full signature at each and every alteration. The Municipality reserves the right to reject the bid if corrections are not made in accordance with the above.**
10. Should it be considered necessary by the bidder that officials of Okhahlamba Local Municipality should proceed to other centres for inspection purposes, such costs shall be for the account of the bidder.
11. This contract will be governed by Okhahlamba Local Municipality “Conditions of the Bid” only and not any conditions supplied by the bidder.
12. The bidder must submit a comprehensive company profile, for example the founding company statements, as well as detailed exposition of previous work done.
13. If items are not bid for a line must be drawn through the space in pen.

15. Only bids received by **10:00** on the given closing date in the bid box will be considered.

B. DEMONSTRATIONS AND INSPECTIONS

1. All bidders must be prepared to demonstrate where required, free of charge and obligation, at the Okhahlamba Local Municipality or any other area within the boundary of the Okhahlamba Local Municipality, any services offered in this bid.
2. Where officials are required to attend demonstrations or inspections outside the boundary of the Bergville Area, all costs to attend such demonstration must be borne by the bidder.

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GENERAL CONDITIONS OF CONTRACT

**OKHAHLAMBA LOCAL MUNICIPALITY
CONTRACT NO: 8/1/1/4/10 – MM 01/2023
PROVISION OF SPECIALISED LEGAL SERVICES FOR OKHAHLAMBA LOCAL
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GENERAL CONDITIONS OF CONTRACT

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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, 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, which excludes weekends and public holidays
- 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 consignee's 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

2. Application

- 2.1 These 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.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific goods, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

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

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

4. Standards

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

5. Use of contract documents and information inspection

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

6. Patent Rights

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

7. Performance security

- 7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.

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

(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 analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected goods shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with goods, which do comply with the requirements

of the contract. Failing such removal the rejected goods shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute goods forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected goods, purchase such goods as may be necessary at the expense of the supplier.

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

9. Packing

- 9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size 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 selection 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 fulfilment 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.

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.

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 these contracts 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 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

(ii) The period of restriction; and

(iii) The reasons for the restriction.

(iv) These details will be loaded in the National Treasury's central database of

(v) 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 Bid 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. Antidumping 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 favourable 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 wilful 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

(b) Interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

(c) 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 a 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 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.

OKHAHLAMBA LOCAL MUNICIPALITY

OFFICE OF THE MUNICIPAL MANAGER

CONTRACT NO: 8/1/1/4/10 – MM 01/2023

**PROVISION OF SPECIALISED LEGAL
SERVICES FOR OKHAHLAMBA LOCAL
MUNICIPALITY**

SPECIAL CONDITIONS OF BID

**OKHAHLAMBA LOCAL MUNICIPALITY
OFFICE OF THE MUNICIPAL MANAGER
CONTRACT NO: 8/1/1/4/10 – MM 01/2023
PROVISION OF SPECIALISED LEGAL SERVICES FOR OKHAHLAMBA LOCAL
MUNICIPALITY**

SPECIAL CONDITIONS OF BID

A. BID VALIDITY

Bid offers will only be accepted if the following criteria are met:

1. The bidder submits a **valid** Tax Clearance Certificate with status verification pin issued by the South African Revenue Services or has made arrangements to meet outstanding tax obligations (provide proof);
2. The bidder or any of its directors/shareholders is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 person prohibited from doing business with the public sector;
3. The bidder has not:
 - a. abused the Employer's Supply Chain Management System; or
 - b. failed to perform on any previous contract and has been given a written notice to this effect;
4. The bidder has completed the Declaration of Interest and there are no conflicts of interest which may impact on the bidder's ability to perform the contract in the best interests of the employer or potentially compromise the bid process and persons in the employ of the state are permitted to submit bids or participate in the contract;
5. Appropriate qualifications are to be submitted by the bidder. All copies of qualifications must be certified.
6. In the instance of a Joint Venture submitting a bid, a copy of the Joint-Venture Agreement must be submitted with bid.
7. The bidder has met the minimum requirements as listed in the Scope of Works.
8. All returnable schedules are to be completed and all relevant certificates attached where indicated.

Returnable Documents

Company registration documents
Certified Identity Document of directors
SARS Pin document /valid copy tax clearance certificate
Rates bill or proof of residence
CSD Summary Report
Letter of good standing from the bank
Law Society proof of registration documents

B. Appointment of Panel

1. Legal Advisors / Attorneys must be admitted attorneys of the high court.
2. Only legal practices established in accordance with the provisions of the attorneys Act, 1979 (Act No. 53 of 1979 as amended) will be considered for this bid.
3. The requirements of the Preferential Procurement Policy Framework Act, 2022 (Act No. 5 of 2000) will be applicable to the selection process in respect of this bid proposal.
4. Firms of Attorneys who do not meet the minimum requirements on the technical evaluation will not be appointed to the panel.
5. A Service Level Agreement contract will be signed with each member appointed to the panel as described below.
6. The firms of attorneys will be required to sign confidentiality and indemnity agreements with OLM.
7. The basis of engaging firms of attorneys will be on an assignment basis.
8. The costs of an assignment may be negotiated with the relevant bidding panel members and a letter of appointment will be issued for each assignment awarded.
9. Where applicable, a Price quoted for assignments should include VAT and disbursements.
10. Panel members are not guaranteed any work under this bid and appointment to the panel.
11. OLM reserves the right to interview panel members that are short listed for specific assignments.
12. OLM may, at its sole discretion award an assignment or any part thereof to more than one panel member.

- 13. OLM may at its sole discretion award an assignment or any part thereof to attorneys or service providers that are not appointed to the panel.**
14. OLM may at its own discretion vary an instruction to include more work.
- 15. The firms of attorneys may not cede or assign any part of its agreement with OLM nor subcontract any part of the work assigned to them without the prior written authorization of OLM.**
16. Failure to comply with any condition of this request for a proposal will invalidate respective bid proposal.
- 17. Assignments awarded in the last six months of the contract period will be allowed to continue after expiry of this contract period until finalisation of the matter.**
18. The firms of attorneys must declare any interest it has in an assignment as well as declare any possible conflict of interest with OLM in the pursuance of the proposed assignment.
19. In the event that any conflict of interest is discovered during the assignment, OLM reserves the right to summarily cancel the agreement and demand that all information, documents and property of OLM be returned forthwith.
20. All copyright and intellectual property rights that may result as consequences of the work to be performed will become the property of the Municipality.
21. Firms of attorneys must hand over all documents and information held in a useable format, including copies thereof, that it received from the Municipality or that it had access to during the assignment immediately after completion.

C. Proposal Requirements

1. Each proposal must include the specialist fields of law of the firm. If a firm of attorneys has expertise in more than one field of law, all relevant fields must be indicated in the proposal together with demonstrated experience in the specified areas of law.
2. The hourly rate of each attorney must be included in the proposal.
- 3. Where the specific assignment assigned to an attorney falls outside the scope of the Pricing schedule attached to the bid document, negotiations in respect of fees will be undertaken in terms of the fee structures listed and contained in the bidder's proposal.**
4. Supporting documentation:

- i. A short history of the legal practice / consultancy, including the opening date of the legal practice / consultancy and if a legal practice, the practice number issued by the relevant Provincial Law Society.
- ii. Certified copies of Admission Certificates for all Key Personnel
- iii. Certified copies of company registration documents / partnership agreement as applicable.

5 Background, fields of specialisation and relevant experience of key personnel

Bidders are referred to the Scope of Works section of the bid document, which sets out the respective legal service categories in which successful bidders may be appointed.

Bidders are required to clearly indicate on the front cover of their proposals all legal service categories in respect of which they wish to be considered for the OLM Panel of Legal Service Providers, ranked in order of preference.

Bidders must submit detailed CV's of all Key Personnel.

B. STANDARDS OF INTERACTION

1. Duration

This contract will be **36 months** from the date of confirmation and acceptance of appointments by the successful bidder.

2. Payment

All payments will be made to the Service Provider within thirty (30) days of verification of an invoice.

Firms of attorneys must hand over files containing all work done on behalf of the municipality, this includes all court process, correspondence and disbursement before payment can be processed

3. Service Level Agreement

- 3.1 A Service Level Agreement will be entered into with the successful bidder.
- 3.2 Negotiations in respect of the service level agreement must be finalised within fourteen (14) calendar days of receipt of the letter of confirmation by the Municipality for the acceptance by the successful bidder. The successful bidder will capture the time frames or performance applying to this contract.
- 3.3 Should no consensus be reached within fourteen (14) calendar days of finalizing the Service Level Agreement (SLA), the Municipality will be entitled to:

- i) cancel its acceptance of the bid, or
 - ii) extend the negotiation period without prejudice to any of its other rights in terms of this contract or common law.
- 3.4. In the event of a conflict,
 - i) The contents of the Service Level Agreement shall take precedence in interpretation of the lines of communication between the parties.
 - ii) The content of the bid document shall take precedence in instances of a dispute in relation to the scope of work.

4. Penalties

Penalties will be levied in terms of the applicable provisions of the General Conditions of Contract above.

5. Mandatory Objection Period

All administrative actions and decisions taken by the Municipality through its officials may become subject to a review process. As such, in terms of Section 49 of the Municipal Supply Chain Management Regulations No 27636 of 2005, a period of fourteen (14) days will be set aside to allow for the submission of objections against the award/ process of making the award to a particular bidder by any interested party. Except in scenarios where the decision of a duly appointed appeal panel sets aside the appointment of the successful bidder as the service provider for this contract, the appointment will then be confirmed by the municipality in writing.

6. Bid validity

This bid shall not be withdrawn during a period of one hundred and twenty (90) days from the date on which it is to be lodged and it may be accepted at any time during that period.

7. Returnable Documents

The issued documents must be returned in the form and order in which they were issued to assist the Municipality to expedite adjudication of the bids.

8. Other Matters

- 8.1. The successful bidder/s will be required to submit a monthly invoice for disbursements incurred.
- 8.2. All clauses in the GCC (general conditions of contract above) are subject to the usual attorney/ client relationship that it will be subject to the Legal Practice Act and nothing in this document (including the appointment letter and Service Level Agreement) shall interpreted to constitute a waiver of right by the Municipality to institute action against the successful bidder/s in proceedings arising from the professional negligence of such bidder/s.

- 8.3. The Municipality reserves the right to recall any file from the successful bidder/s at its discretion for re-allocation to another member of the panel. In such instance the Municipality will make payment for any work certified as complete at that stage.
- 8.4. In the event of a firm closing down, the Municipality must be given at least six months' notice so steps may be taken by the Municipality to uplift its files.
- 8.5 The Municipality reserves the right to refer any bill received from the successful bidder/bidders for taxing at its discretion. In such an instance, each party shall bear its own costs.

OKHAHLAMBA LOCAL MUNICIPALITY

OFFICE OF THE MUNICIPAL MANAGER

CONTRACT NO: 8/1/1/4/10 – MM 01/2023

**PROVISION OF SPECIALISED LEGAL
SERVICES FOR OKHAHLAMBA LOCAL
MUNICIPALITY**

SCOPE OF WORK/ SPECIFICATION

**OKHAHLAMBA LOAL MUNICIPALITY
OFFICE OF THE MUNICIPAL MANAGER
CONTRACT NO: 8/1/1/4/10 – MM 01/2023
PROVISION OF SPECIALISED LEGAL SERVICES FOR OKHAHLAMBA LOCAL
MUNICIPALITY**

1. INTRODUCTION

The Municipality invites bids from suitably qualified attorneys to be placed on the Panel of Legal Experts to assist the Legal Services Department of the Municipality. The Legal Services Department is responsible for the Municipality's legal related work.

Due to the high volume of the work undertaken, it may become necessary to appoint external service providers to its Panel of Attorneys to assist the Municipality's Legal Services Department in the execution of its work and statutory functions and powers, the Municipality hereby invites interested Firms of Attorneys to submit their Bids to be listed on the Municipality's Panel of Attorneys which will consist of the successful Bidders.

2. REQUIRED SERVICES

The Municipality requires Bidders with expertise in the areas stipulated below:

- 2.1. Administrative Law;
- 2.2. Commercial Law;
- 2.3. Company Law;
- 2.4. Conservation Law;
- 2.5. Constitutional Law;
- 2.6. Debt Collection in respect of outstanding Rates & Taxes, Property Rentals and Evictions;
- 2.7. Environmental Law;
- 2.8. Financial Services;
- 2.9. Housing and Land Tenure Laws;
- 2.10. Information and Communication Technology Law;
- 2.11. Inter-Governmental Relations Law;
- 2.12. Labour and Employment Legal Advisory;
- 2.13. Litigation (Magistrate & High Courts, Labour Court, Land Claims Court, Supreme Court of Appeals and Constitutional Court;
- 2.14. Local Government Law;
- 2.15. Municipal and Public Finance Management Laws;
- 2.16. Property Law (including Physical Planning and Conveyancing);
- 2.17. Security and Policing Law;
- 2.18. Transportation Law, and;
- 2.19. Tax Law.
- 2.20. Notary Public services
- 2.21. Building Control and Bylaw Enforcement
- 2.22. Intellectual Property

The Panel will comprise of attorneys undertaking different classes of services, namely

- Part A – Debt Collection
- Part B – Magistrates Court work
- Part C – High and Superior Court Work
- Part D – Conveyancing/ Notary Services
- Part E – Building Control and Bylaw Enforcement

Bidders may participate in more than one area.

3. EVALUATION CRITERIA

The Municipality will review all applications in order to select a Panel of Attorneys.

Bidders must have a comprehensive Information and Communications Technology capacity and connectivity in order to ensure proper and convenient communications.

Bidders must indicate in writing if there are pending disciplinary matters with the Law Society in respect of the firm or any of its directors. If so, full particulars must be provided.

The maximum fees payable by the Municipality will be as per the fee structure hereby attached as the Pricing Schedule.

Bidders will be adjudicated on the basis of the Municipality's fee structure or lower fees offered by the Bidder.

Any Bid in the excess of the Municipality's fee structure attached will not be considered.

No travelling allowance or any remuneration will be paid by the Municipality emanating from an instruction to deal with a matter in the area of jurisdiction of the Municipality (Magistrate's court work). *This clause is applicable to firms located within the area of jurisdiction of the municipality.*

The Municipality reserves the right to undertake an unannounced inspection of the premises of the bidder and the bidder must give access to the representatives of the Municipality to the said premises.

4. EVALUATION CRITERIA

4.1. Interested Bidders will need to meet the minimum requirement before their Bids could be taken into account for purposes of adjudication based on the 80/20 principle in terms of preferential procurement of services. This Bid will be evaluated and adjudicated in line with the 80/20 principle as provided for in the Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000).

**See minimum Criteria Below*

Description	Minimum Requirements
Experience of Bidder <i>(Proof to be attached e.g. Proof of admission as an attorney, Letter from Law Society confirming membership)</i>	At least half of the directors or partners of the legal practice / consultancy, or in the case of a sole proprietor must have at least 3 (three) years post-article experience.

5. SPECIFICATION AND ADDITIONAL CONDITIONS OF BID

- 5.1. Appointment to the Panel is subject to the fee structure of the Municipality attached hereto as the Pricing Schedule.
- 5.2. The Municipality reserves the right not to include any Firm of Attorneys on its Panel of Attorneys and further reserves the right to appoint a Firm for matters according to their area of expertise.
- 5.3. *The Municipality further reserves the right to appoint a firm of Attorneys outside the approved Panel of Attorneys should the need arise.*
- 5.4. Rates charged in accounts may not exceed the tariffs in the fee structure attached.
- 5.5. The Bidder undertakes not to become involved in any matter against the Municipality or its Municipal entities or in any way prejudice its rights and interests if included in the panel.
- 5.6. The Bidder must provide its own transport for the purpose to execute its obligations in terms of this bid. Under no circumstances the Municipality will provide transport. Should the Bidder at any time not be in the position to attend to an instruction or a matter emanating for such instruction the Municipality reserves its right not to allocate further instructions to the Firm of Attorneys.
- 5.7. The scoring dispensation of 80/20 is merely used for comparative benchmarking of the received bids but should by no means be interpreted as any form of guarantee that a successful Bidder will indeed receive instructions up to the threshold amounts or more or any at all. Continued, instructions will be monitored for performance and the Municipality reserves the right to withhold instructions due to unsatisfactorily performance of an enlisted Bidder.

POINTS AWARDED FOR SPECIFIC GOALS

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

80/20 preference point system is applicable, corresponding points must also be indicated as such.

Note to service providers : The service provider 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)
Race: *100% Black owned enterprise – 10 points *51% Black & 49% Other – 6 points *50% Black & 50% other – 4 points * Other – 2 Points	10	
Gender : *Women – 2 points *Men – 0 points	02	
Youth (18 – 35years) – 2 points	02	
Disabled - 1 points (medical document proof provided)	01	
Geographical Location (Enterprises located in:- *Uthukela District - 5 *Provincial – 4 *National – 3	05	

NB: Proof must be attached for claimed points.

5.8. The Bidder will be held responsible for payment of legal costs in the event of default judgement obtained due to non-performance, which costs will be automatically deducted from outstanding fees due to the Bidder.

5.9. The Municipality reserves the right to categorize the bidders into different categories the different expertise.

OKHAHLAMBA LOCAL MUNICIPALITY

OFFICE OF THE MUNICIPAL MANAGER

CONTRACT NO: 8/1/1/4/10 – MM 01/2023

**PROVISION OF SPECIALISED LEGAL
SERVICES FOR OKHAHLAMBA LOCAL
MUNICIPALITY**

FORMS TO BE COMPLETED BY BIDDER

FORM OF BID

FORM OF ACCEPTANCE

DEPARTMENT: OKHAHLAMBA LOCAL MUNICIPALITY (MUNICIPAL MANAGER'S OFFICE)

FORM OF BID:

**To: Municipal Manager
 P O Box 71
 Bergville
 3350**

1. I/we hereby bid to supply and deliver the goods as and when ordered by the Head of Department at prices quoted and/or to render all of any of the services described in the attached documents to the Okhahlamba Local Municipality on the terms and conditions and in accordance with the specifications stipulated in the bid documents (and which shall be taken as part of, and incorporated into, this bid) at prices and on the terms regarding time for delivery and/or execution inserted therein.
2. I/we agree that: the offer herein shall remain binding upon me/us and open for acceptance by the Okhahlamba Local Municipality during the validity period of 90 days indicated and calculated from the closing time of bid;
 - 2.1. this bid and its acceptance shall be subject to the terms and conditions contained in the Preference Points Claim Form;
 - 2.2. if I/we withdraw my/our bid within the period for which I/we have agreed that the bid shall remain open for acceptance, or fail to fulfill the contract when called upon to do so, the Council may, without prejudice to its other rights, agree to the withdrawal of my/our bid or cancel the contract that may have been entered into between me/us and the Council and I/we will then pay to the Council any additional expense incurred by the Council having either to accept any less favorable bid or, if fresh bids have to be invited, the additional expenditure incurred by the invitation of fresh bids and by the subsequent acceptance of any less favorable bid. The Council shall also have the right to recover such additional expenditure by set-off against monies which may be due to become due to me/us under this or any other bid or contract and pending the ascertainment of the amount of such additional expenditure to retain such monies, guarantee or deposit as security for any loss the Council may sustain by reasons of my/our default;
 - 2.3. If my/our bid is accepted, the acceptance may be communicated to me/us by letter or order by ordinary post or registered post and that the SA Post Office Ltd shall be regarded as my/our agent, and delivery of such acceptance to SA Post Office Ltd shall be treated as delivery to me/us;
 - 2.4. I/we understand that the Council is not bound to accept the lowest or any bid and also reserves the right to divide the contract between one or more bids;

this bid, together with Council's written acceptance thereof, shall constitute a binding contract between us;

2.5. that this contract or part thereof shall not be ceded;

2.6. the law of the Republic of South Africa shall govern the contract created by the acceptance of my/our bid and that I/we choose Domicilium citandi et executandi in the Republic at (full address of this place):

(insert physical address)

3. I/we furthermore confirm that I/we have satisfied myself/ourselves as to the correctness and validity of my/our bid, that the price(s) and rate(s) quoted cover all the work/item(s) specified in the bid documents and that the price(s) and rate(s) cover all my/our obligations under a resulting contract and that I/we accept that any mistakes regarding price(s) and calculations will be at my/our risk.

4. I/we hereby accept full responsibility for the proper execution and fulfillment of all obligations and conditions devolving on me/us under the agreement as the Principal(s) liable for the due fulfillment of this contract.

5. I/we agree that any action arising from this contract may in all respects be instituted against me/us and I/we hereby undertake to satisfy fully any sentence of judgment which may be pronounced against me/us as a result of such action.

5.1 Are you duly authorized to sign the bid? YES / NO

5.2 Has the Declaration of Interest been duly completed and included with the other bid forms? YES/NO

*Delete whichever is not applicable

SIGNATURE: _____

DATE: _____

CAPACITY AND PARTICULARS OF THE AUTHORITY UNDER WHICH THIS BID IS SIGNED:

NAME OF BIDDER: _____

POSTAL ADDRESS: _____

TELEPHONE NUMBERS: _____

FACSIMILE NUMBERS: _____

BID NUMBER: _____

NAME OF CONTACT PERSON: _____

Refer to the under-mentioned important Conditions:

IMPORTANT CONDITIONS

1. Failure on the part of the bidder to sign this bid form and thus to acknowledge and accept the conditions in writing or to complete the attached forms, questionnaire and specifications in all respects, may invalidate the bid.
2. Bids should be submitted on the official forms and should not be qualified by the bidders own conditions of bid. Failure to comply with these requirements or to renounce specifically the bidders own conditions of bid, when called upon to do so, may invalidate the bid.
3. If any of the conditions of this bid form are in conflict with any special conditions, stipulations or provisions incorporated in the bid, such special conditions, stipulations or provisions shall apply.

MBD 3.1**PRICING SCHEDULE
(Professional Services)**

Name of Bidder: _____	Bid Number: _____
Closing Time: _____	Closing Date: _____

OFFER TO BE VALID FOR 90 DAYS FROM THE CLOSING DATE OF BID.

ITEM NO.	DESCRIPTION	BID PRICE IN RSA CURRENCY (INCLUDING VAT)
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1. The accompanying information must be used for the formulation of proposals

2. Bidders are required to indicate a ceiling price based on the total estimated time for completion of all phases and including all expenses inclusive of VAT for the project.

R {AS PER TARRIF}

3. PERSONS WHO WILL BE INVOLVED IN THE PROJECT AND RATES APPLICABLE (CERTIFIED INVOICES MUST BE RENDERED IN TERMS HEREOF)

4. PERSON AND POSITION	HOURLY RATE	DAILY RATE
------------------------	-------------	------------

_____	R _____	_____
_____	R _____	_____
_____	R _____	_____
_____	R _____	_____
_____	R _____	_____

5. PHASES ACCORDING TO WHICH THE PROJECT WILL BE COMPLETED, COST PER PHASE AND MAN-DAYS TO BE SPENT

_____ <u>N/A</u>	R _____ <u>N/A</u>	_____ <u>N/A</u> days
_____ <u>N/A</u>	R _____ <u>N/A</u>	_____ <u>N/A</u> days
_____ <u>N/A</u>	R _____ <u>N/A</u>	_____ <u>N/A</u> days
_____ <u>N/A</u>	R _____ <u>N/A</u>	_____ <u>N/A</u> days

MBD 3.1

- 5.1 Travel expenses (specify, for example rate/km and total km, class of air travel, etc. Only actual costs are recoverable. Proof of the expenses incurred must accompany certified invoices.

DESCRIPTION OF EXPENSE TO BE INCURRED	RATE	QUANTITY	AMOUNT
_____	_____	_____	R _____
_____	_____	_____	R _____
_____	_____	_____	R _____
_____	_____	_____	R _____
TOTAL:		R _____	

- 5.2 Other expenses, for example accommodation (specify, eg. Three star hotel, bed and breakfast, telephone cost, reproduction cost, etc.). On basis of these particulars, certified invoices will be checked for correctness. Proof of the expenses must accompany invoices.

DESCRIPTION OF EXPENSE TO BE INCURRED	RATE	QUANTITY	AMOUNT
_____	_____	_____	R _____
_____	_____	_____	R _____
_____	_____	_____	R _____
_____	_____	_____	R _____
TOTAL:		R _____	

6. Period required for commencement with project after acceptance of bid

AS PER INSTRUCTION

7. Estimated man-days for completion of project

VARIES

8. Are the rates quoted firm for the full period of contract?

YES

9. If not firm for the full period, provide details of the basis on which adjustments will be applied for, for example consumer price index

N/A

N/A

N/A

N/A

DECLARATION OF INTEREST

1. No bid will be accepted from persons in the service of the state¹.
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority.
- 3 **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

3.1 Full Name of bidder or his or her representative:

.....

3.2 Identity Number:

3.3 Position occupied in the Company (director, trustee, Shareholder²):

.....

3.4 Company Registration Number:

3.5 Tax Reference Number:

3.6 VAT Registration Number:

3.7 The names of all directors / trustees / shareholders members, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below.

3.8 Are you presently in the service of the state? **YES / NO**

3.8.1 If yes, furnish particulars.

.....

¹MSCM Regulations: "in the service of the state" means to be –

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

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

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

3.9.1 If yes, furnish particulars.....
.....

3.10 Do you have any relationship (family, friend, other) with persons 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 (if applicable)

.....
Signature

.....
Date

.....
Capacity

.....
Name of Bidder

OKHAHLAMBA LOCAL MUNICIPALITY

OFFICE OF THE MUNICIPAL MANAGER

CONTRACT NO: 8/1/1/4/10 – MM 01/2023

**PROVISION OF SPECIALISED LEGAL
SERVICES FOR OKHAHLAMBA LOCAL
MUNICIPALITY**

PROCUREMENT DOCUMENTS

PREFERENCE POINTS CLAIM FORM

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

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

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022.

GENERAL CONDITIONS

1.1 The following preference point systems are applicable to all bids:

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

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

1.3 Preference points for this bid shall be awarded for, Price and B-BBEE Status level of Contribution

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

	POINTS
1.3.1.1 PRICE	80
1.3.1.2 B-BBEE STATUS LEVEL OF CONTRIBUTION	20
Total points for Price and B-BBEE must not exceed	100

1.4 Failure on the part of a bidder to fill in and/or to sign this form and submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS) or a Registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA) or an Accounting Officer as contemplated in the Close Corporation Act (CCA) together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

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

2. DEFINITIONS

1.4 "all applicable taxes" includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;

- 1.5 **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- 2.2 **“B-BBEE status level of contributor”** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- 2.4 **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;
- 2.5 **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- 2.6 **“comparative price”** means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;
- 2.7 **“consortium or joint venture”** means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract;
- 2.8 **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;
- 2.9 **“EME”** means any enterprise with an annual total revenue of R5 million or less .
- 2.10 **“Firm price”** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- 2.11 **“functionality”** means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;
- 2.12 **“non-firm prices”** means all prices other than “firm” prices;
- 2.13 **“person”** includes a juristic person;
- 2.14 **“rand value”** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;
- 2.15 **“sub-contract”** means the primary contractor’s assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract;
- 2.16 **“total revenue”** bears the same meaning assigned to this expression in the Codes of Good

Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the *Government Gazette* on 9 February 2007;

- 2.17 “**trust**” means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and
- 2.18 “**trustee**” means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

3. ADJUDICATION USING A POINT SYSTEM

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

4. POINTS AWARDED FOR PRICE

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

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

$$\begin{array}{ccc} 80/20 & \text{or} & 90/10 \\ P_s \left(1 - \frac{P_t - P_{\min}}{P_t} \right) & \text{or} & P_s \left(1 - \frac{P_t - P_{\min}}{P_t} \right) \end{array}$$

Where

- P_s = Points scored for comparative price of bid under consideration
- P_t = Comparative price of bid under consideration
- P_{\min} = Comparative price of lowest acceptable bid

5. Points awarded for B-BBEE Status Level of Contribution

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

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

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

6. BID DECLARATION

6.1 Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:

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

7.1 B-BBEE Status Level of Contribution: = (Maximum of 10 or 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or a Registered Auditor approved by IRBA or an Accounting Officer as contemplated in the CCA).

8 SUB-CONTRACTING

8.1 Will any portion of the contract be sub-contracted? YES / NO (delete which is not applicable)

8.1.1 If yes, indicate:

- (i) what percentage of the contract will be subcontracted?%
- (ii) the name of the sub-contractor?
- (iii) the B-BBEE status level of the sub-contractor?
- (iv) whether the sub-contractor is an EME? YES / NO (delete which is not applicable)

9 DECLARATION WITH REGARD TO COMPANY/FIRM

9.1 Name of company/firm

:

9.2 VAT registration number :.....

9.3 Company registration number

.....

:

9.4 TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
- ☐ One person business/sole propriety
- ☐ Close corporation
- ☐ Company
- ☐ (Pty) Limited

[TICK APPLICABLE BOX]

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

[PROVISION OF SPECIALIST LEGAL SERVICES]

.....

9.6 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

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

9.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contribution indicated in paragraph 7 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- (i) The information furnished is true and correct;
- (ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form.
- (iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 7, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- (iv) If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) Disqualify the person from the bidding process;
 - (b) Recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) Cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, from obtaining business from any organ of state for a period not exceeding 10 years, after the *audit lateral partum* (hear the other side) rule has been applied; and forward the matter for criminal prosecution

WITNESSES:

.....

:

.....
SIGNATURE(S) OF BIDDER(S)
DATE
ADDRESS:

CONTRACT FORM - RENDERING OF SERVICES

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

PART 1 (TO BE FILLED IN BY THE SERVICE PROVIDER)

1. I hereby undertake to render services described in the attached bidding documents to OKHAHLAMBA LOCAL MUNICIPALITY in accordance with the requirements and task directives /proposals specifications stipulated in Bid Number..... at the price/s quoted. My offer/s remains binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:

Bidding documents;
 Invitation to bid;
 Tax clearance certificate;
 Pricing schedule(s);
 Filled in task directive/proposal;
 Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
 Declaration of interest;
 Declaration of Bidder's past SCM practices;
 Certificate of Independent Bid Determination;
 Special Conditions of Contract;
 General Conditions of Contract; and
 Other (specify)

3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
2. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfilment of this contract.
3. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.

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

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

WITNESSES

1.....

2.....

DATE:.....

CONTRACT FORM - RENDERING OF SERVICES

PART 2 (TO BE FILLED IN BY THE PURCHASER)

I..... in my capacity as.....
accept your bid under reference numberdated.....for the rendering of
services indicated hereunder and/or further specified in the annexure(s).

An official order indicating service delivery instructions is forthcoming.

I undertake to make payment for the services rendered in accordance with the terms and conditions
of the contract, within 30 (thirty) days after receipt of an invoice.

DESCRIPTION OF SERVICE	PRICE (ALL APPLICABLE TAXES INCLUDED)	COMPLETION DATE	B-BBEE STATUS LEVEL OF CONTRIBUTION	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)

I confirm that I am duly authorized to sign this contract.

SIGNED AT ON

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

WITNESSES

.....

.....

DATE:

.....

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

- (i) This Municipal Bidding Document must form part of all bids invited.
- (ii) 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.
- (iii) The bid of any bidder may be rejected if that bidder, or any of its directors have:

abused the municipality's / municipal entity's supply chain management system or committed any improper conduct in relation to such system;

been convicted for fraud or corruption during the past five years;

willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or

been listed in the Register for BID Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004).

- (iv) In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

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

4.2	Is the bidder or any of its directors listed on the Register for BID Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? The Register for BID Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page. (v)	Yes	No
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	No
4.3.1	If so, furnish particulars:		
Item	Question	Yes	No
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	No
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	No
4.7.1	If so, furnish particulars:		

CERTIFICATION

**I, THE UNDERSIGNED (FULL NAME)
CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION
FORM IS TRUE AND CORRECT.**

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

CERTIFICATE OF INDEPENDENT BID DETERMINATION

1. This Municipal Bidding Document (MBD) must form part of all bids¹ invited.
1. Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
2. 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.
3. 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.
4. In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

In response to the invitation for the bid made by:

OKHAHLAMBA LOCAL MUNICIPALITY

(Name of Municipality / Municipal Entity)

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

I certify, on behalf of: _____ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) Has been requested to submit a bid in response to this bid invitation;
 - (b) Could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) Provides the same goods and services as the bidder and/or is in the same line of business as the bidder

MBD 9

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) Prices;
 - (b) Geographical area where product or service will be rendered (market allocation)
 - (c) Methods, factors or formulas used to calculate prices;
 - (d) The intention or decision to submit or not to submit, a bid;
 - (e) The submission of a bid which does not meet the specifications and conditions of the bid; or
 - (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.

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

PARTICULARS OF BIDDER

THE FOLLOWING PARTICULARS MUST BE FURNISHED
(FAILURE TO DO SO MAY RESULT IN YOUR BID BEING DISQUALIFIED)

Name of
Bidder: _____

Postal Address

Street Address

Telephone Number

Code _____ Number _____

Cellphone
Number _____

Facsimile Number

Code _____ Number _____

E-mail
Address _____

Contact
Person _____

Company / Enterprise Income Tax

Reference

Number: _____

Has an original Tax Clearance Certificate been attached? (MBD2) (Tick one box)

☐ YES

☐ NO

Vat Registration

Number _____

Company Registration No _____

Is the Firm registered or does it have a Business Licence(s): (Tick one box)

YES

NO

If YES, give details and quote relevant Reference numbers and dates

Are you the accredited Representative in South Africa for the Goods / services offered by you?

YES / NO (If YES enclose proof)

A VALID TAX CLEARANCE CERTIFICATE MUST BE ATTACHED TO YOUR BID.

The undersigned, who warrants that he/she is duly authorised to do so on behalf of the firm, affirms that the information furnished is true and correct.

Signature: _____

Date: _____

Duly authorised to sign on behalf of: _____

Address: _____

Telephone Number: _____

Banking Details:

Name of Bank: _____

Account Number: _____

Branch Code: _____

ENQUIRY CONTACT DETAILS

ANY ENQUIRIES REGARDING THE BIDDING PROCEDURE MAY BE DIRECTED TO:

MUNICIPALITY: OKHAHLAMBA LOCAL MUNICIPALITY
DEPARTMENT: FINANCE DEPARTMENT
CONTACT PERSON: MS T MAPHALALA
TEL: 036 448 8000 (Ext 8056)
EMAIL: Thulile.Maphalala@okhahlamba.gov.za

ANY ENQUIRIES REGARDING TECHNICAL INFORMATION MAY BE DIRECTED TO:

CONTACT PERSON: Ms JABU KHUMALO
DEPARTMENT OFFICE OF THE MUNICIPAL MANAGER
TEL: 082 696 5138/ 036 448 8009
EMAIL: Jabu.Khumalo@okhahlamba.gov.za

OKHAHLAMBA LOCAL MUNICIPALITY

OFFICE OF THE MUNICIPAL MANAGER

CONTRACT NO: 8/1/1/4/10 – MM 01/2023

**PROVISION OF SPECIALISED LEGAL
SERVICES FOR OKHAHLAMBA LOCAL
MUNICIPALITY**

FUNCTIONALITY

**OKHAHLAMBA LOCAL MUNICIPALITY
OFFICE OF THE MUNICIPAL MANAGER
CONTRACT NO: 8/1/1/4/10 – MM 01/2023
PROVISION OF SPECIALISED LEGAL SERVICES FOR OKHAHLAMBA LOCAL
MUNICIPALITY**

FUNCTIONALITY

All bids received will be subject to a functionality assessment before being evaluated.

Should bids not comply with these requirements, they will **NOT** be eligible for evaluation of the bid submission.

The following criteria will be applicable in respect of functionality:

- a) A bidder must score a minimum of **70%** in respect of functionality to be considered for evaluation.
- b) All bids submitted will be assessed in terms of the criteria submitted in the tables below.
- c) Bidders must clearly indicate the points claimed in respect of each item highlighted.
- d) Where a particular criterion does not apply, bidders must clearly indicate this by marking the field with the endorsement "N/A" and initial alongside the endorsement.
- e) Where available, Bidders must provide verifiable references including contact details, names of Municipalities contact details where reference checks can be undertaken and information obtained where necessary.

FUNCTIONALITY SCORE CARD

No	Description Items	Maximum Potential Score	Points Claimed	Page Ref. No.
1	At least half of the directors or partners of the legal practice / consultancy, or in the case of a sole proprietor must have at least 3 (three) years post-article experience. Law society	25		
2.	Principle place of business situated within Kwa Zulu Natal.	20		

	Uthukela region....PMB , DBN			
3.	<p>Level and Relevance of education of personnel to deliver the service</p> <p>In-house Conveyancer (5 points)</p> <p>In-House Notary Public (5 points)</p> <p>Post articles experience of key personnel that will provide the service.</p> <p>*between 5 years and above (10 points)</p> <p>For proof they need to provide company profile and references. (2 points per reference)</p>	20		
4.	<p>Prior experience in Local Government work</p> <p>(10 points)</p> <p>Provide proof (reference letters and appointment letters) max 5 Letters (2 points letter)</p>	10		
5.	<p>In house personnel with rights of appearance in High Court and the Magistrate's Courts</p> <p>(5 points)</p> <p>Attach right of appearance</p>	20		
6.	<p>Infrastructure/ Resources: in-house access to e-mail, internet accessibility, LexisNexis, Sabinet, Links to Government and Para-statal Institutions and Departments such as Deeds Registry Office, CIPC, etc.</p> <p>Provide proof</p>	5		
	TOTAL SCORED	100%	/100	

OKHAHLAMBA LOCAL MUNICIPALITY

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CONTRACT NO: 8/1/1/4/10 – MM 01/2023

**PROVISION OF SPECIALISED LEGAL
SERVICES FOR OKHAHLAMBA LOCAL
MUNICIPALITY**

PRICING SCHEDULE

**OKHAHLAMBA LOCAL MUNICIPALITY
OFFICE OF THE MUNICIPAL MANAGER
CONTRACT NO: 8/1/1/4/10 – MM 01/2023
PROVISION OF SPECIALISED LEGAL SERVICES FOR OKHAHLAMBA LOCAL
MUNICIPALITY**

PRICING SCHEDULE

INSTRUCTIONS

- Bidders must clearly indicate the areas in which they wish to participate in the table below and complete the pricing schedules in respect of services they intend to render.
- For ease of reference, and in order to assist the evaluation committee, bidders are further required to delete any pricing schedule components that are not applicable by placing a line through the relevant portions of the pricing schedule. Such deletion must be endorsed by the signature of the bidder.
- In the context of determining a bidders areas of participation, and in the event of a contradiction between the participation table below and the pricing schedules, the participation table will take precedence.
- The Pricing Structures quoted in respect of Part B (Magistrate's court work) and Part C (High Court Work) will apply for part E (Building control and Bylaw Enforcement) depending on the nature of the claim.
- Where a bidder does not intend to render bylaw enforcement and building control services, the bidder must delete the section in totality.
- The Municipality shall not be liable to pay any fees for opening of file, taking of instructions and related functions.

Participation Table

AREA OF PARTICIPATION	MARK WITH X IF PARTICIPATING
PART A – DEBT COLLECTION WORK	
PART B - MAGISTRATES COURT WORK	
PART C - HIGH COURT WORK	
PART D - CONVEYANCING SERVICES	
PART E – BUILDING CONTROL AND BYLAW ENFORCEMENT	

PART A – DEBT COLLECTION WORK

The Municipality is entitled to collect rates and other sundry charges (i.e. refuse removal etc) from its rates base.

The Municipality wishes to appoint attorneys to act on a “No-Recovery, No-fee” contingency basis.

Bidders are required to indicate the percentage of the realised claim collected that will be due as the bidder’s fee.

Note:

The Municipality will only pay for work completed and will reimburse the bidder for disbursements upon receipt of an invoice.

No interim payments or up-front allowances will be paid.

In the event of a favourable costs order, all allowed costs must be claimed in terms of the applicable tariffs/ scale applicable at the time and will be payable to the Municipality.

In the event of an unfavourable costs order, all costs due will be disbursed by the Municipality according to the applicable tariff/scale.

The attorney appointed will not be entitled to any payment if the recovery is unsuccessful.

Where a settlement arrangement is proposed by the debtor, the Municipality will have the final discretion as to whether or not such settlement is acceptable.

Where a settlement arrangement is facilitated by the Bidder and entered into by the debtor, then the attorney appointed will be required to factor in his collection fee into the monthly instalment paid by the debtor with the balance being paid to the Municipality.

Value of handed over claim	Percentage claimed by attorney (if successful)
R 60 000 -00 to R100 000-00	
R 100 001-00 to R 200 000- 00	
R 200 001 –00 to R 300 000-00	
R 300 001 - 00 +	

PART B - MAGISTRATES COURT WORK

The following base prices will apply for magistrate's court work where bidders are required to act on behalf of the Municipality in its capacity as a plaintiff or defendant.

This pricing schedule excludes debt collection matters which will be regulated separately.

Bidders are required to indicate the discount level they are prepared to grant the Municipality in respect of the listed items. Where no discount is allowed bidders are required to endorse the field with the marking "N/A".

Reference	Process Ref Key	Name	Amount	Scale A ≤ 7,000	Scale B ≤ 50,000	Scale C ≤ 100,000	Scale D > 100,000	Scale Exceptions	Discount (%)
A - Part I - 08	100	Drawing of documents	R24						
A - Part I - 08	101	Necessary service	R15						
A - Part I - 11	102	Perusing documents	R9						
A - Part I - 11	103	Copying charge	R3.50						
A - Part II - 01	104	Letter of Demand (Registered)		R36.00			R47.00	*Scale A ≤ R100,000	
A - Part II - 02	105	Summons (unopposed)		R121	R404	R598	R779		
A - Part II - 03	106	Judgment (Unopposed)		R121	R309	R504	R654.50		
A - Part II - 04	107	Notice ito Rule 12(2)		R58.50			R75.50	*Scale A ≤ R100,000	
A - Part II - 05	108	Notice ito Rule 54(1)		R58.50			R75.50	*Scale A ≤ R100,000	
A - Part II - 06	109	Affidavit or Certificate (Unopposed)	R24						
A - Part II - 08	111	Registered letter to debtor (Unopposed) S57(1) or (3) or S58(2)		R37.50			R48.50	*Scale A ≤ R100,000	
A - Part II - 09	112	Consent S57		R97.50			R126.50	*Scale A ≤ R100,000	
A - Part II - 10	113	Consent S58	R97.50	R97.50			R126.50	*Scale A ≤ R100,000	
A - Part III - 01	114	Taking Instructions (Opposed)	N/A	N/A	N/A	N/A	N/A		100
A - Part III - 02	115	Summons (Opposed)		R244.50	R340	R406.50	R528		
A - Part III - 03	116	Appearance (Opposed)		R41	R41	R49.50	R64		
A - Part III - 04	117	Notice under rule 12(1)(b)(2) (Opposed)		R41	R41	R49.50	R64		
A - Part III - 05	118	Plea (Opposed)		R244	R340	R406.50	R528		
A - Part III - 06	119	Claim in Reconvention (Opposed)		R244	R340	R406.50	R528		
A - Part III - 07	90	Reply (Opposed)		R244	R340	R406.50	R528		
A - Part III - 08	197	Other documents (Opposed)	R24						
A - Part III - 09	121	Production of documents for inspection (Opposed)		R144.50	R144.50	R182.50	R235.50		
A - Part III - 10	122	Copy of service (Opposed)		R3.50	R3.50	R3.50	R3.50		
A - Part III - 11	123	Recording of statements by witnesses		R578	R578	R730	R942		
A - Part III - 12	124	Notice of trial or reinstatement		R41	R41	R49.50	R64		
A - Part III - 13	125	Preparing for trial if counsel not employed		R810	R1102	R1322	R1719		
A - Part III - 14	126	Attendance and Settlement negotiations		R578	R578	R730	R942		
A - Part III - 15a	127	Attending court during trial (counsel not		R578	R578	R730	R942		
A - Part III - 15b	128	Attending court during trial (counsel employed)		0	R234	R280	R364		
A - Part III - 16	129	Attending pre-trial conference		R578	R578	R730	R942		
A - Part III - 17	130	Attending court to hear reserved judgment		R114	R114	R140	R182		

Reference	Process Ref Key	Name	Amount	Scale A ≤ 7,000	Scale B ≤ 50,000	Scale C ≤ 100,000	Scale D > 100,000	Scale Exceptions	Discount (%)
A - Part III - 18a	131	Correspondence sent (Opposed)		R23.50	R23.50	R28.50	R37		
A - Part III - 18b	132	Correspondence received (Opposed)		R15	R23.50	R28.50	R37		
A - Part III - 19	133	Attendances (Opposed)		R15	R23.50	R28.50	R37		
A - Part III - 20	134	Telephone call (Opposed)		R15	R23.50	R28.50	R37		
A - Part III - 21	135	Telephone Consultation (Opposed)		R492	R492	R594	R768		
A - Part III - 22	136	Consultation (Opposed)		R578	R578	R730	R942		
A - Part III - 23	137	Refresher fee		R504	R713.50	R856	R1112		
A - Part III - 24	198	Waiting at court		R390	R390	R470	R612		
A - Part III - 25	138	Travelling time (Opposed)		R390	R390	R470	R612		
A - Part III - 26	139	Subsistence and travelling expenses (Opposed)	0.00	N/A	N/A	N/A	N/A	N/A	N/A
A - Part III- 02A	210	Summons (Opposed) - Particulars of Claim or Declaration		R244.50	R340	R406.50	R528		
A - Part IV - 01a	140	Instructions to make application		R121.50	R244.50	R291.50	R379		
A - Part IV - 01b	141	Instructions to make application for liquidation of close corporation, perusal of all documentation and consideration of merits and all necessary consultations		R598.50	R598.50	R717.50	R932		
A - Part IV - 03a	142	Attending court: unopposed (Counsel		R578	R578	R730	R942		
A - Part IV - 03b	143	Attending court: opposed (Counsel employed)		0	R234	R284	R364		
A - Part IV - 04a	144	Preparing for argument (opposed)		R504	R595	R717.50	R932		
A - Part IV - 04b	209	Preparing for trial where proceedings are referred to trial for oral evidence		R504	R595	R717.50	R932		
A - Part IV - 05	145	Consultations and Settlement Negotiations when opposed		R578	R578	R730	R942	* Scale A ≤ 100,00	
A - Part IV - 06	200	Bill of Costs	0						
A - Part IV - 07	201	Attending taxation	0						
A - Part IV - 08	146	Attending on review of taxation	R578						
A - Part IV - 09	202	Notice of application for review of taxation and service	R24						
A - Part IV - 10	203	Affidavit for taxation	R24						
A - Part IV - 11a	147	Warrant of Execution	R97.50						
A - Part IV - 11b	148	Warrant of Execution – Reissue	R41						
A - Part IV - 12	149	Release of immovable property attached	R121						
A - Part IV - 13	150	Sale in Execution: immovable property	R309						
A - Part IV - 14a	204	Notice of sale ito rule 41(8) or rule 43(6)/ Conditions of sale ito rule 43(7)	R24						
A - Part IV - 14b	151	Sale in Execution: movable property	R210.50						
A - Part IV - 15	152	Security for Restitution	R80.50						
A - Part IV - 16	153	Instructions for exception or application (Counsel Employed)		R144.50			R188.50	* Scale A ≤ 100,00	
A - Part IV - 17	154	Instructions on Trial (Counsel employed)		R186.50			R233	* Scale A ≤ 100,00	
A - Part IV - 18	205	Drawing brief on exception or application (Counsel employed)	R24						
A - Part IV - 19	206	Drawing brief on trial (Counsel employed)	R24						
A - Part IV - 20	155	Attending consultation with counsel		R242			R304	** Scale A ≤ 1,000. Scale B ≤ 2,000. Scale C > 2000	

A - Part IV - 21	156	Fees to Counsel: With brief to argue exception or application	R713.50							
A - Part IV - 22	157	Fees to Counsel: With trial brief for the first day not exceeding R1640	R2024.50							
Reference	Process Ref Key	Name	Amount	Scale A ≤ 7,000	Scale B ≤ 50,000	Scale C ≤ 100,000	Scale D > 100,000	Scale Exceptions	Disco (%)	nt
A - Part IV - 23	158	Fees to Counsel: Travelling allowance	R4.50							
A - Part IV - 24	159	Fees to Counsel: Necessary consultation	R578							
A - Part IV - 25	160	Fees to Counsel: Refresher	R1216							
A - Part IV - 26	161	Fees to Counsel: Drawing up pleadings	R325							
A - Part IV - 27	162	Miscellaneous: obtaining certified copy of Judgment	R74							
A - Part IV - 28	163	Miscellaneous: obtaining payment in terms of rule 18(4)	R49.50							
A - Part IV - 29	207	Request for Security in terms of rule 62(1)	R24							
A - Part IV - 30	208	Furnishing Security in terms of rule 62(1)	R24							
A - Part IV - 02	199	Drawing up of all documents, affidavits, applications and notices, orders etc	R24							
B - Part I - a	164	S65a(1) Notice		R203.50	R309	R365		*** Scale A ≤ 200. Scale B > 200		
B - Part I - d	167	Warrant of Arrest	R80.50							
B - Part I - e (i)	168	Emoluments Attachment Order	R161.50							
B - Part I - e (ii)	169	Reissue (certificates included)	R130							
B - Part I - f	170	Notice ito Rule 38	R80.50							
B - Part I - g	171	Certified extract of Judgement	R80.50							
B - Part I - h	172	Affidavit or certificate by the judgment creditor or his or her Attorney	R58							
B - Part I - i	173	Registered letter to debtor ito S65A(2), S65E(6) or S65J(2)	R37							
B - Part I - j	174	Acknowledgement of Debt	R98							
B - Part I - k	175	Certificate order ito S65	R58							
B - Part I - l	176	Attending postponed proceedings in terms of section 65E(3) of the act or attending proceedings at court pursuant to the arrest of a judgment debtor, director or officer or pursuant to a notice referred to in 65A(8) (b)	R80.50							
B - Part I - m (i)	177	Subpoena: Drawing up a subpoena	R23.50							
B - Part I - m (ii)	178	Subpoena: Necessary attendance	R15							
B - Part I - n (i)	179	Correspondence (S65)	R23.50							
B - Part I - m (ii)	180	Attendances (S65)	R23.50							
B - Part I - m (iii)	181	Telephone call (S65)	R23.50							
B - Part II - ab	182	Application for Garnishee Order in terms of S72		R121		R260				
B - Part II - c	184	Obtaining certified copy of a judgment	R74							
B - Part II - d	185	Application for an order of execution against the garnishee	R74							
B - Part II - e	186	Garnishee Order	R98							
B - Part III - 01	187	Instructions to apply for administration order (S74)		R144.50	R203.50	R324.50				
B - Part III - 02	188	Instructions on application under section 74Q (1) or to oppose such application or the granting of administration order		R115	R115	R115				

B - Part III - 03	189	Application for administration order or review thereof and affidavit (S74)		R203	R203	R203			
B - Part III - 04	190	Copies of application, affidavit and annexure for creditors (S74)		R3.50	R3.50	R3.50			
B - Part III - 05	191	Perusal of application and other documents served (S74)		R8.50	R8.50	R8.50			
B - Part III - 06a	192	Attending court: Postponement or setting aside (S74)		R54.50	R54.50	R54.50			
B - Part III - 06b	193	Attending court: On any other hearing (S74)		R115	R218.50	R218.50			
B - Part III - 07	194	Information furnished to creditor (S74)		R15	R15	R15			
B - Part III - 08	195	Furnishing of a copy of the debtor's statement of affairs (S74)		R3.50	3.50	R3.50			
B - Part III - 09	196	Correspondence and Attendances (S74)		R23.50	R23.50	R23.50			

PART C - HIGH COURT WORK

The following base prices will apply for High Court work where bidders are required to act on behalf of the Municipality in its capacity as a plaintiff or defendant.

This pricing schedule excludes debt collection matters which will be regulated separately.

Bidders are required to indicate the discount level they are prepared to grant the Municipality in respect of the listed items. Where no discount is allowed bidders are required to endorse the field with the marking "N/A".

Where matters require the appointment of Counsel, then a written quotation from Counsel reflecting the cost estimates will be required before Counsel is briefed. This mechanism is implemented to prevent "loading" of Counsel bills to facilitate unfair profit sharing between Counsel and Attorneys.

Reference	Process Ref Key	Name	Rate	Discount (%)
A01a	5	Taking instructions (Attorney)	R1052	100%
A01b	6	Taking instructions (Candidate attorney)	R324	100%
A02a	7	Taking instructions i.c.w. appeal (Attorney)	R1052	100%
A02b	8	Taking instructions i.c.w. appeal (Candidate attorney)	R324	100%
A03	9	Attendance in Court at proceedings ito rule 37 (Attorney)	R1052	
A04	10	Attendance by a candidate attorney to assist in contested proceeding	R324	
A05a	11	Conference with advocate (Attorney)	R1052	
A05b	12	Conference with advocate (Candidate attorney)	R324	
A06a	13	Other necessary conference (Attorney)	R1052	
A06b	14	Other necessary conference (Candidate attorney)	R324	
A07a	15	Inspection in situ (Attorney)	R1052	
A07b	16	Inspection in situ (Candidate attorney)	R324	
A08a	17	Attending to disclosure (Attorney)	R1052	
A08b	18	Attending to disclosure (Candidate attorney)	R324	
A09a	19	Necessary consultations (Attorney)	R1052	
A09b	20	Necessary consultations (Candidate attorney)	R324	
A11	23	Travel / waiting (Attorney)	R1052	
A11	24	Travel / waiting (Candidate attorney)	R324	
A10	21	Court appearance or other function of advocate (Attorney)		
B01	25	Drawing up of formal documents	R105.50	
B02	26	Drawing up other necessary documents	R263	
B03	27	Drawing up correspondence	R105.50	
C01	28	Attending receipt of material document necessary for conduct of action	R53	
C02a	29	Sorting, arranging and paginating (Attorney)	R1052	
C02b	30	Sorting, arranging and paginating (Candidate attorney)	R324	
D01	31	Copies	R3.50	
D02a	32	Translation (Attorney)	R1052	

D02b	33	Translation (Candidate attorney)	R324	
D03a	34	Telephone calls (Attorney)	R1052	
D03b	35	Telephone calls (Candidate attorney)	R324	
D04	39	Sending faxes		
D05	40	Testimony expenses		
E01	36	Bill of Costs		
E02	41	Attending taxation		
F01	37	Warrant of execution	R525	
F02	38	Reissue of warrant of execution	R132	

PART D - CONVEYANCING SERVICES

Attorney's fees are calculated based on the value of transactions for conveyancing matters.

Bidders are required to indicate the discount level on fees they are prepared to grant the Municipality in respect of the listed tariffs for matters applicable at the award of an instruction.

Where no discount is allowed bidders are required to endorse the field with the marking "N/A".

NO.	Description	Instruction to complete pricing schedule	Pricing (to be completed by bidder as directed)
1	Conveyancing fees for purchase and sale of property	Discount level on professional fees based on purchase price of property (indicated discount as a percentage)	

PART E – BUILDING CONTROL AND BY-LAW ENFORCEMENT

The fee and pricing structure applied to this section will be the same as the bidders stated rates for purposes of Part B and Part C above.

OKHAHLAMBA LOCAL MUNICIPALITY

OFFICE OF THE MUNICIPAL MANAGER

CONTRACT NO: 8/1/1/4/10 – MM 01/2023

**PROVISION OF SPECIALISED LEGAL
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MUNICIPALITY**

CHECK LIST

CHECK LIST

No	Description	Ticked by Bidder	Ticked by Municipal Representative
1	Initial/ Sign of all pages		
2	Briefing Session attended on.....		
3	Closing/ Bid Submission at 05 July 2023 at 10H00		
4	Form of bid completed		
5	Copy of valid Tax Clearance Certificate plus SARS pin		
6	Copy of CK Certificate		
7	Original valid B-BBEE Status Level Verification Certificates or certified copies		
8	Pricing Schedule completed – MBD 3.1		
9	Bid Declaration of interest Completed – MBD 4		
10	Preferential Points Claimed – MBD 6.1		
11	Preferential % Calculated and claimed		
12	Declaration Certificate for Local Production and Content – MBD 6.2		
13	Contract Form - Rendering Of Services – MBD 7.2		
14	Declaration Of Bidder's Past Supply Chain Management Practices – MBD 8		
15	Certificate Of Independent Bid Determination MBD 9		
16	All witnesses signed where it's required		
17	Particulars of Bidders Completed		
18	Pre-Qualification Score Card		
19	Pricing Schedule		