



**CITY OF TSHWANE METROPOLITAN MUNICIPALITY**

**TENDER NUMBER:**

**GL 01 - 2025/26**

<b>TENDER DESCRIPTION:</b>	TENDER FOR THE APPOINTMENT OF A PANEL OF ATTORNEYS OF THE CITY OF TSHWANE FOR GENERAL LEGAL WORK AND RECOVERIES FOR A 3-YEAR PERIOD AS AND WHEN REQUIRED.
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**NAME OF BIDDER:** .....

**CSD NUMBER:** .....

**VENDOR NUMBER (WHERE APPLICABLE)** .....

Prepared by:  
City of Tshwane Metropolitan Municipality  
Tshwane House  
320 Madiba Street  
Pretoria CBD  
0002  
Tel: 012 358 9999

<b>BID CLOSING DATE</b>	<b>21 April 2026</b>
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Only bidders registered on the central supplier database (CSD) and with a CSD number will be considered for this tender, as this is a requirement from the National Treasury.

“Note: Bidders are required to submit electronic copies of the bid either by memory stick/USB flash drive/CD/DVD together with the hard copy of the Bid/Proposals”



**CITY OF TSHWANE METROPOLITAN MUNICIPALITY**

DEPARTMENT: GROUP LEGAL AND SECRETARIAT SERVICES

Bids are hereby invited from suppliers for the following bid:

Bid number	Description	Contact person	Compulsory briefing session	Closing date
GL 01 2025/26	TENDER FOR THE APPOINTMENT OF A PANEL OF ATTORNEYS OF THE CITY OF TSHWANE FOR GENERAL LEGAL WORK AND RECOVERIES FOR A 3-YEAR PERIOD AS AND WHEN REQUIRED.	Technical enquiries: Simon Sithole (012 358 7508 or simons@tshwane.gov.za)	Not applicable	21 April 2026 at 10:00

**THE DOCUMENT IS DOWNLOADABLE ON THE TSHWANE WEBSITE ([www.tshwane.gov.za](http://www.tshwane.gov.za)) and on the E-tender portal.**

**Each tender shall be enclosed in a sealed envelope that bears the correct identification details and shall be placed in the tender box located at:**

**Tshwane House  
320 Madiba Street  
Pretoria CBD  
0002**

Documents must be deposited in the bid box not later than **10:00 on 21 April 2026**

**Bidders must contact the following officials for any enquiries:**

- Technical enquiries: Simon Sithole (012 358 7508 or [simons@tshwane.gov.za](mailto:simons@tshwane.gov.za))
- Supply chain enquiries: Maureen Radingoana (012 358 6153 or [maureenr@tshwane.gov.za](mailto:maureenr@tshwane.gov.za) )

**Bids will remain valid for a period of 90 days after the closing date.**

**Bids received after the closing date and time will not be considered. The City of Tshwane does not bind itself to accept the lowest or any other bid in whole or in part.**

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## VERY IMPORTANT NOTICE ON DISQUALIFICATIONS

A bid that does not comply with the peremptory requirements stated hereunder will be regarded as not being an “acceptable bid”, and such a bid will be rejected. An “acceptable bid” means any bid which, in all respects, complies with the conditions of the bid and the specifications as set out in the bid documents, including the conditions as specified in the Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000) and related legislation as published in *Government Gazette 22549*, dated 10 August 2001, in terms of which provision is made for this policy.

1. If any pages have been removed from the bid document and have therefore not been submitted or if a copy of the original bid document has been submitted.
2. If the bid document is completed using a pencil or Tippex corrections were made, or any other colour ink. Only black ink must be used to complete the bid document.
3. The bidder attempts to influence or has in fact influenced the evaluation and/or awarding of the contract.
4. The bid has been submitted after the relevant closing date and time.
5. If any bidder who, during the last five years, has failed to perform satisfactorily on a previous contract with the municipality, municipal entity or any other organ of state after written notice was given to that bidder that performance was unsatisfactory.
6. The accounting officer must ensure that, irrespective of the procurement process followed, no award may be given to a person –
  - (a) who is in the service of the state;
    - i. if that person is not a natural person, of which any director, manager, principal shareholder or stakeholder is a person in the service of the state; or
    - ii. who is an advisor or consultant contracted to the municipality in respect of a contract that would cause a conflict of interest.
7. Bid offers will be rejected if the bidder or any of his/her directors are listed on the Register of Bid Defaulters in terms of the Prevention and Combating of Corrupt Activities Act, 2004 (Act 12 of 2004) as a person prohibited from doing business with the public sector.
8. Bid offers will be rejected if the bidder has abused the City of Tshwane supply chain management system.
9. Failure to complete and sign the certificate of independent determination or disclosure of wrong information.
10. Duly Signed and completed MBD forms (MBD 1, 4, 5, 8 and 9) The person signing the bid documentation must be authorised to sign on behalf of the bidder. Where the signatory is not a Director / Member / Owner / Shareholder of the company, an official letter of authorization or delegation of authority should be submitted with the bid document.
11. All MBD documents fully completed (i.e. no blank spaces) and fully signed? By the authorized personnel.
12. False or incorrect declarations on any of the MBD documents will result in the rejection of the bidder.

- 13 It is the responsibility of the bidder to disclose in MBD4 any interest in any other related companies or business whether they are bidding for this contract. Failure to disclose this interest will result in the rejection of the bid.
- 14 Joint Ventures (JV) – (Only applicable when the bidder tender as a joint venture)
- i. Where the bidder bid as a Joint Ventures (JV), the required or relevant documents under administrative requirements must be provided/submitted for all JV parties. (These include MBD4, MBD5, MBD8, MBD 9, CSD and/ or SARS pin, Confirmation that the bidder’s municipal rates and taxes are up to date.)
  - ii. In addition to the above the bidder must submit a Joint Venture (JV) agreement signed by the relevant parties.
  - iii. It is a condition of this bid that the successful bidder will continue with same Joint Venture (JV) for the duration of the contract, unless prior approval is obtained from City of Tshwane.
  - iv. JV agreement must be complete, relevant and signed by all parties.

Failure to comply with the above will lead to immediate disqualification.

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**Bidder**

**CERTIFICATE OF AUTHORITY FOR SIGNATORY**

Status of concern submitting tender (delete whichever is not applicable):

COMPANY/PARTNERSHIP/ONE-PERSON BUSINESS/CLOSE CORPORATION/JOINT VENTURE

**A. COMPANY**

If the bidder is a company, a certified copy of the resolution of the board of directors that is personally signed by the chairperson of the board, authorising the person who signs this bid to do so and to sign any contract resulting from this bid, and any other documents and correspondence in connection with this bid or contract on behalf of the company, must be submitted with this bid.

An example is shown below:

By resolution of the board of directors on ..... 20.....,  
Mr/Ms ..... has been duly  
authorised to sign all documents in connection with  
Bid Number .....

**SIGNED ON BEHALF OF THE COMPANY:** .....

**IN HIS/HER CAPACITY AS** .....

**DATE:** .....

**SIGNATURE OF SIGNATORY:** .....

**WITNESSES:** 1. ....

2. ....

**B. PARTNERSHIP**

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

<b>Full name of partner</b>	<b>Residential address</b>	<b>Signature</b>
.....	.....	.....
.....	.....	.....
.....	.....	.....

We, the undersigned partners in the business trading as ....., hereby authorise ..... to sign this bid as well as any contract resulting from the bid and any other documents and correspondence in connection with this bid or contract on our behalf.

.....  
**Signature**                      **Signature**                      **Signature**

.....  
**Date**                              **Date**                              **Date**

**C. ONE-PERSON BUSINESS**

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

.....  
**Signature**                      **Date**

**D. CLOSE CORPORATION**

In the case of a close corporation submitting a bid, a certified copy of the founding statement of such corporation shall be included with the bid with a resolution by its members, authorising a member or other official of the corporation to sign the documents and correspondence in connection with this bid or contract on behalf of the company.

An example is shown below:

By resolution of the members at the meeting on ..... 20..... at ..... , Mr/Ms ..... , whose signature appears below, has been duly authorised to sign all documents in connection with Bid Number .....

**SIGNED ON BEHALF OF THE CLOSE CORPORATION:** .....

**IN HIS/HER CAPACITY AS:** .....

**DATE:** .....

**SIGNATURE OF SIGNATORY:** .....

**WITNESSES:**     1. ....

                          2. ....

**E. CERTIFICATE OF AUTHORITY FOR JOINT VENTURES**

This returnable schedule is to be completed by joint ventures.

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

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

## **GROUP LEGAL AND SECRETARIAT SERVICES**

BID NAME

**TENDER FOR THE APPOINTMENT OF A PANEL OF ATTORNEYS OF THE CITY OF TSHWANE FOR GENERAL LEGAL WORK AND RECOVERIES FOR A 3-YEAR PERIOD AS AND WHEN REQUIRED.**

BID NUMBER

**GL 01-2025/26**

### **1. BACKGROUND**

The City of Tshwane ("The City") is classified as a Category A Grade 6 urban municipality; and it currently covers 6 368km<sup>2</sup> of Gauteng's 19 055km<sup>2</sup> and stretches almost 121 km from east to west and 108 km from north to south making it the third-largest city in the world in terms of land area, after New York and Tokyo/Yokohama.

The City approved its 2055 Vision in terms of which it has set out its long-term development agenda to guide all future initiatives of the Municipality. The long-term vision of the City is as follows:

"In 2055, Tshwane is liveable, resilient and inclusive and its citizens enjoy a high quality of life, have access to social, economic and enhanced political freedoms and are partners in the development of the African capital city of excellence."

The vision sets six outcomes that need to be achieved over the next four decades.

These are:

- A resilient and resource-efficient city
- A growing economy that is inclusive, diversified and competitive
- A city with quality infrastructure development that supports liveable Communities.
- An equitable city that supports happiness, social cohesion, safety and healthy Citizens.
- An African capital city that promotes excellence and innovative governance Solutions.
- South Africa's capital with activist citizens who engage with and are aware of their rights and present themselves as partners in tackling societal challenges.

To achieve its vision the City has set with the approval with its 2023/2024 Integrated Development Plan the following strategic objectives:

- Provide sustainable services infrastructure and human settlement;
- Promote shared economic growth and job creation;
- Ensure sustainable, safer cities and integrated social development;
- Promote good governance and active citizenry;
- Improve financial sustainability; and
- Continue institutional development, transformation and Innovation

## 2. PROJECT SCOPE

The City invites bids from suitably qualified attorneys to be placed on the Panel of Attorneys to assist the Group Legal and Secretariat Services Department of the City to assist the City to achieve its vision and its strategic objectives emanating from such.

Vision. The Group Legal and Secretariat Services Department (and Group Human Capital Department to a limited extent) is responsible for the City's legal related work which amongst others includes the following:

- Contracts Management;
- Litigations & Claims;
- Corporate Legal Compliance;
- Council Legal Compliance;
- Municipal Courts;
- Municipal Entities Governance;
- Specialised Commercial Legal Services; and
- By-Law Compilation
- Forensic Investigation

### **REQUESTED SERVICES GENERAL LEGAL WORK**

The City requires Tenderers with expertise in the areas stipulated below:

- Administrative Law;
- Aviation Law;
- Commercial Law;
- Company Law;
- Conservation Law;
- Constitutional Law;
- Debt Collection in respect of, Property Rentals and Evictions;
- Energy Law;
- Environmental Law;
- Housing and Land Tenure Laws;
- Information and Communication Technology Law;
- Labour and Employment Legal Advisory; Labour Law Litigation including arbitrations. Appearing at bargaining councils, disciplinary hearings and chairing disciplinary hearings.
- Litigation (Magistrate & High Courts, Labour Court, Land Claims Court;
- Supreme Court of Appeals and Constitutional Court, Arbitrations)
- Local Government Law;
- Municipal and Public Finance Management Laws;
- Property Law (including Spatial Planning, Intellectual Property and Conveyancing);
- Security and Policing Law;
- Transportation Law;
- Tax Law;
- Construction Law and;
- Cost Consulting and Procurement Law/Supply Chain Law.
- Debt Collection Matters
- Recoveries Appointment to handle recoveries on behalf of the Municipality in relations to Section 32 of the MFMA and other instances where moneys need to be recovered/collected.

## FEE STRUCTURE

The maximum fees payable by the CoT will be as per the fee structure hereby attached.

The tender will be adjudicated based on the CoT's fee structure or lower fees offered by the Tenderer.

No travelling allowance or any remuneration will be paid by the city emanating from an instruction to deal with a matter around jurisdiction of the City.

The Municipality reserve the right to increase the fee structure as hereby attached at its sole discretion.

<b>ANNEXURE "B1"</b>		
<b>NARRATION</b>	<b>Magistrates Court Tariff</b>	<b>High and Superior Courts Tariff</b>
<b>1.TAKING INSTRUCTION TO SUE OR TO DEFEND OR COUNTER-CLAIM</b>	R1500.00	R2000.00
<b>2. ATTENDING, PERUSING AND CONSIDERING OF CORRESPONDENCE AND TRANSACTIONS</b>	R56.00 per page	R78.00 per page
<b>3. ATTORNEYS OPINION TO THE COT</b>		
3.1 Preparation thereof including research	R1380.00 per hour	R1550.00 per hour
3.2 Drawing and typing of opinion	R156.00 per page	R156.00 per page
<b>4. NOTICES</b>		
4.1 Notice of intention to defend and formal notice	R96.00	R156.00
4.2 Non-formal notice	R78.00 per notice	R78.00 per notice
4.3 Services and filling	R73.00	R73.00
4.4 Filling sheet		R30.00
<b>5. PREPARATION OF PLEA</b>	R774.50	
<b>5.1 No Counsel employed: Applicable to attorneys with right to appearance in High Court</b>		
5.1.1 Drawing a pleading and drawing same	R774.50	R1550.00 per hour
5.1.2 Draw Summons	R774.50	R1550.00 per hour
<b>5.2 Counsel employed</b>		
5.2.1 Taking instruction to and instructing Counsel		R600.00 per instruction (all necessary copies included)
5.2.2 Brief to Counsel		R388.00 per brief
5.2.3 Filling		R73.00
5.2.4 Uplifting brief and attending to pay		R45.00
<b>6. SUBSEQUENT PLEADING</b>		
6.1 Perusing relevant papers prior to drawing of pleadings	R1380.00 per hour	R1550.00 per hour

6.2 Drawing up of all documents, Affidavits, notices, orders, etc.	R146.00 per notice	R156.00 per notice
<b>7. CONSULTATION AND PRE-TRIAL INSPECTION IN LOCO</b>		
7.1 Attendance of attorneys	R1380.00 per hour	R1550.00 per hour
7.2 Attendance of candidate attorneys	R350.00 per hour	R482.00 per hour
7.3 Preparation for consultation and pre-trial inspection, including re-perusal of documents where necessary:		R600.00 per hour
7.3.1 Attendance of attorneys	R540.00 per hour	
7.3.2 Attendance of candidate attorneys	R350.00 per hour	
<b>8. DRAWING OF STATEMENT OF WITNESS</b>	R28.00 per page	R156.00 per statement
<b>9. AFFIDAVITS</b>		
9.1 Discovery and Supplementary Discovery Affidavit, supplementary discovery, and all types of Affidavits	R350.00 per hour	R482.00 per hour
9.2 Re-perusing papers to prepare affidavit(s)	R250.00 per hour	R482.00 per hour
<b>10. TAKING INSTRUCTIONS TO INSTRUCTING COUNSEL</b>		
10.1 On advice	R388.00 per brief	R130.00 per page
10.2 On trial	R600.00 per instruction	R1300.00 per hour
10.3 Subpoena (all inclusive)		
<b>11. ON TRIAL</b>		
<b>11.1 Counsel employed</b>		
11.1.1 Preparation including re-perusal of necessary document		
11.1.2 Attorneys attendance of Court	R1000.00 per hour	R1550.00 per hour
11.1.3 Candidate attendance of Court	R550.00 per hour	R482,00 per hour
<b>11.2 Counsel not employed</b>		
11.2.1 Attorney appearing on behalf of CoT	R1400.00 per hour	R2000.00 per hour
11.2.2 Preparing for trial including re-perusal of the necessary documents by attorney on behalf of the CoT ( <b>No Counsel employed</b> )	R1400.00 per hour	R2000.00 per hour
11.3 Preparation for trial in the form of consultations, inspection in loco, appearing attorney	R1300.00 per hour	R1550.00 per hour
<b>12. NOTING JUDGEMENT</b>		R1100.00 per hour
<b>13. TRAVELLING TIME/AWAITING TIME</b>	R226.00 per hour	

<b>14. CORRESPONDENCE (INCLUDING FACSIMILE TRANSMISSION)</b>		
14.1 Letter written (excluding letter which contain an opinion, reports to defendants, memorandum etc.)	R78.00 per page	R78.00 per page
14.2 Telephone calls made and received	R96.00 per 5 minutes	R130.00 per 5 minutes

<b>ANNEXURE "B2"</b>	
<b>NARRATION</b>	<b>Miscellaneous Tariff</b>
<b>1. OTHER GENERAL LEGAL WORK</b>	
1.1 Opinions	R2000.00
1.2 Drafting of contracts	R2000.00
1.3 Chairing of hearings	R1550.00
1.4 Prosecutions	R1550.00
1.5 Appearances of SALGBC / CCMA	R1550.00
1.6 Commissions and investigations	R2000.00

### **3. DELIVERABLES**

The Tenderer may not become involved in any matter against the City or its Municipal Entities or in any way prejudice its rights and interests.

The Tenderer must always provide its own transport for the purpose of fulfilling its obligations in terms of this tender.

The tenderer will be held responsible for the payment of all legal costs in the event of a default judgement against the City due to the non-performance of the Tenderer which costs will be automatically deducted from outstanding fees due to the Tenderer.

The City reserves the right to categorise the tenders according to their field of expertise as per the scope of work.

The successful Tenderer must sign the Service Level Agreement attached hereto as Annexure A within 30 working days after the awarding of the tender failing which the bidder without further notice will be removed from the list of successful bidders.

The City further reserves the right to appoint a firm of attorneys outside the approved Panel of Attorneys, due to the sensitivity and complexity of matters, that we appoint a neutral person from outside especially on the labour matters.

The Tenderer will also have to provide the legal services on a pro-bono basis, and they should commit to the hours they will offer per instruction.

#### 4. STAGES OF EVALUATION

This bid will be evaluated in Four (4) stages namely:

Stage 1: Administrative Compliance

Stage 2: Mandatory Requirements

Stage 3: Functionality

Stage 4: Preferential Point System

#### STAGE 1: ADMINISTRATIVE COMPLIANCE

All the bids will be evaluated against the administrative responsiveness requirements as set out in the list of returnable documents.

<b>Compulsory Returnable Documentation (Submission of these are compulsory)</b>	<b>Submitted (YES or NO)</b>	<b>Checklist (Guide for Bidder and the Bid Evaluation Committee)</b>
a) To enable The City to verify the bidder's tax compliance status, the bidder must provide; <ul style="list-style-type: none"> <li>• Tax compliance status PIN.</li> <li>or</li> <li>• Central Supplier Database (CSD)</li> </ul>		Tax status must be compliant before the award.
b) A copy of their Central Supplier Database (CSD) registration; or indicate their Master Registration Number / CSD Number;		CSD must be valid.
c) Confirmation that the bidding company's municipal service charges, rates and taxes are up to date: Original or copy of Municipal Account Statement of the Bidder (bidding company) not older than 3 months and account must not be in arrears for more than ninety (90) days; or ,signed lease agreement or In case of bidders located in informal settlement, rural areas or areas where they are not required to pay Rates and Taxes a letter from the local councillor confirming they are operating in that area		Was a Municipal Account Statement, or signed lease agreement or letter from the local councillor provided for the bidding company? The name and / or addresses of the bidder's statement correspond with CIPC document, Address on CSD or Company profile? Are municipal service charges, rates and taxes up to date (i.e. not in arrears for more than 90 days?
d) In addition to the above, confirmation that all the bidding company's owners / members / directors / major shareholders municipal service charges, rates and taxes are up to date: <ul style="list-style-type: none"> <li>• Original or copy of Municipal Account Statement of all the South African based owners / members / directors / major shareholders not older than 3 months and the account/s may not be in arrears for more than ninety (90) days; or a signed lease agreement of owners / members / directors / major</li> </ul>		Was a Municipal Account Statement, or signed lease agreement or letter from the local councillor provided for the company's owners / members / directors / major shareholders? Are municipal service charges, rates and taxes up to date (i.e. not in arrears for more than 90 days?

Compulsory Returnable Documentation (Submission of these are compulsory)	Submitted (YES or NO)	Checklist (Guide for Bidder and the Bid Evaluation Committee)
shareholders or In case of bidders located in informal settlement, rural areas or areas where they are not required to pay Rates and Taxes a letter from the local councillor confirming they are residing in that area		
<p>e) Duly Signed and completed MBD forms (MBD 1, 4, 5, 8 and 9) The person signing the bid documentation must be authorized to sign on behalf of the bidder. Where the signatory is not a Director / Member / Owner / Shareholder of the company, an official letter of authorization or delegation of authority should be submitted with the bid document.</p> <p><b>NB: Bidders must ensure that the directors, trustees, managers, principal shareholders, or stakeholders of this company, declare any interest in any other related companies or business, whether or not they are bidding for this contract. <u>See Question 3.14 of MBD 4. Failure to declare interest will result in a disqualification</u></b></p>		<p>All documents fully completed (i.e. no blank spaces), All documents fully signed by (any director / member / trustee as indicated on the CIPC document, alternatively a delegation of authority would be required, Documents completed in black ink (i.e. no "Tippex" corrections, no pencil, no other colour ink, or <b>non-submission of the MBD forms</b>, will not be considered)</p>
<p>f) Audited Financial Statements for the most recent three (3) years or Audited Financial Statements from date of existence for companies less than three years old.</p> <p><b>NB: The bidder must submit signed audited annual financial statements for the most recent three years, or if established for a shorter period, submit audited annual financial statements from date of establishment.</b></p> <p><b>If the bidder is exempted or not required by law to prepare signed annual financial statements for auditing purposes, then the bidder must submit proof from an "independent accounting professional as defined in regulation 26 of Companies Regulation, 2011, stating that the bidder is exempt or not required by law to prepare audited financial statements.</b></p> <p>Submission of or proof of submission of trust account audited financial statement in accordance with the requirements of the Legal Practice Act, 28 of 2014 or a written explanation to confirm that it</p>		<p>Applicable for tenders above R10m in conjunction with MBD 5)</p> <ol style="list-style-type: none"> <li>1. Are Audited financial statements provided (Audited financials must be signed by auditor) Or proof from an "independent accounting professional as defined in regulation 26 of Companies Regulation, 2011, stating that the bidder is not required by law to prepare audited financial statements.</li> <li>2. Was submission of or proof of submission of trust account audited financial statement in accordance with the requirements of the Legal Practice Act, 28 of 2014 or a written explanation to confirm that it is not necessary to</li> </ol>

Compulsory Returnable Documentation (Submission of these are compulsory)	Submitted (YES or NO)	Checklist (Guide for Bidder and the Bid Evaluation Committee)
is not necessary to submit the audited financial statements.		submit the audited financial statements.
<p>g) Joint Ventures (JV) – (Only applicable when the bidder tenders as a joint venture) Where the bidder bids as a joint venture (JV), the required or relevant documents as per (a) to (f) above must be provided for all JV parties. In addition to the above the bidder must submit a Joint Venture (JV) agreement signed by the relevant parties.</p> <p><b>NB:</b> It is a condition of this bid that the successful bidder will continue with the same Joint Venture (JV) for the duration of the contract unless prior approval is obtained from the City.</p>		<p>If applicable. JV agreement provided? JV agreement complete and relevant?</p> <p>Agreement signed by all parties? All required documents as per (i.e. a to f) must be provided for all partners of the JV.</p>
<p>h) Bidder attended a compulsory briefing session where applicable</p>		<p>A compulsory briefing register must be signed by the bidder.</p> <p><b>Bidders will be disqualified should they fail to attend compulsory briefing session</b></p>
<p>i) Pricing schedule (All items must be quoted for in pricing schedule and if not, all items are quoted the bidder will be disqualified). Unless the tender is awarded per item or per section where the bidder only quoted the items or sections, they are interested in.</p>		<p>Incomplete pricing schedule results in totals being incomparable. Bidder must be disqualified.</p> <p><b>Bidder will be disqualified should they make corrections on the price schedule without attaching a signature or initialising thereto.</b></p> <p><b>Bidder will be disqualified should they use tippex/ correction ink, on the price schedule.</b></p>

## STAGE 2: MANDATORY REQUIREMENTS

The tenderer must submit proof of the following, failing which the tenderer will be automatically disqualified.

1. Tenderer must have a comprehensive internet capacity and connectivity to ensure proper and convenient communications which must include but not limited to:

(a) Internet accessibility

- Link to legal research – Attach certificate from i.e. Sabinet, LexisNexis, Juta.
  - Link to Government and Para-Statal Institutions and departments – Attach Proof of membership (Either from Deeds Registry, CIPC, Surveyor-General)
2. Proof of registration with the Legal Practice Council; or Letter of Good Standing of the firm.
  3. A valid Fidelity Fund Certificate for the law firm and/or for legal practitioners.
  4. The bidder should submit a written detailed information relating to:
    - A perspective of how the firm will render services to the municipality – highlighting resources to be dedicated to the municipality;
    - Structural reporting and updating of matters handled;
    - Process in engaging Counsel and any other expert services including managing such and the management of fees when it comes to such resources;
    - How the firm would enhance transformation (in terms of previously disadvantaged i.e. race, gender, disability etc.);
    - The firms' exposure to handling large scale projects/cases and how the firm managed such project or development plans;
    - How firms will contribute towards legal education and training of graduates from previously disadvantaged members of the population paralegals; and
    - Firms' activities in the pro-bono criteria which helps to promote access to justice for those who cannot afford.

### STAGE 3: FUNCTIONALITY CRITERIA

Only tenderers who obtain a minimum of 70 points in respect of the following criteria will be considered for the next stage of evaluation. Bidders that do not achieve a minimum 70 points out of 100 points will not be evaluated further.

#### Functionality Criteria:

Criteria	Sub-Criteria	Scale	Weight	Highest possible score
Experience of Director /Partner/Associates/Professional Assistant  The average of the total joint years of experience will be used to calculate the scores. Please attach CVs of the indicated Director/Partners/Associates/Professional Assistant	3 - 4 years 5 - 6 years 7 - 8 years 9 years and above	2 3 4 5	7	35
Experience  Bidders are required to attach list of cases / matters handled by the firm on the disciplines enlisted as per the scope of work.	1 Matter 2 Matters 3 Matters 4 Matters 5 Matters	1 2 3 4 5	2	10
List of cases appearance at various courts (e.g. Constitutional Court, Supreme Court of Appeal, High Court Magistrate Court) handled by the firm. Attached Notices of set down as proof or any adequate proof of appearances of a practitioner in any of the courts.  Proof of appearance in <b>Constitutional Court, Supreme Court of Appeal, High Court, and Magistrates Court</b>	1 appearance 2 appearances 3 appearances 4 appearances	2 3 4 5	4	20
Experience in providing public law services for or against National, Provincial, Local Government, State Owned Entities, or other Organs of the State). Bidders must provide proof that such services have indeed been rendered by attaching to this bid letters of reference from any such previous clients confirming the services rendered and experience gained in public law services	1-2 letters 3-4 letters 5 and above	3 4 5	7	35
<b>TOTAL SCORE</b>				<b>100</b>

## STAGE 4: PREFERENCE POINT SYSTEM

The preferential point system used will be the 90/10 points system in terms of the Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000) Regulations 2022.

- 90 points for price
- 10 points for Specific goals

### SPECIFIC GOALS

- Bidders are required to submit supporting documents for their bids to claim the specific goal points.
- Non-compliance with specific goals will not lead to disqualification but bidders will not be allocated specific goal points. Bidders will score points out of 80 for price only and zero (0) points out of 20 for specific goals.
- Cot shall act against any bidder or person when it detects that the specific goals were claimed or obtained on a fraudulent basis.

Specific goals	90/10 preference point system.	Proof of specific goals to be submitted
BB-BEE score of companies <ul style="list-style-type: none"> <li>• Level 1</li> <li>• Level 2</li> <li>• Level 3</li> <li>• Level 4</li> <li>• Level 5</li> <li>• Level 6</li> <li>• Level 7</li> <li>• Level 8</li> <li>• Non-compliant</li> </ul>	<ul style="list-style-type: none"> <li>• 4 Points</li> <li>• 3.5 Points</li> <li>• 3 Points</li> <li>• 2.5 Points</li> <li>• 2 Points</li> <li>• 1.5 Points</li> <li>• 1 Point</li> <li>• 0.5 Points</li> </ul> 0 Points	Valid Certified copy of BBEE certificate. Sworn Affidavit for B-BBEE qualifying small enterprise or Exempt Micro Enterprises or CIPC BBEE certificate.
EME and/ or QSE	1 Point	Valid Sworn affidavit for B-BBEE qualifying small enterprise or Exempt Micro Enterprises or CIPC BBEE certificate
At least 51% of Women-owned companies	1 Point	Certified copy of Identity Document/s <b>and</b> proof of ownership (Sworn affidavit for B-BBEE qualifying small enterprise or Exempt Micro Enterprises, CIPC registration or any other proof of ownership)
At least 51% owned companies by People with disability	1 Point	Medical Certificate with doctor's details (Practice Number, Physical Address, and contact numbers) and proof of ownership (Sworn affidavit for B-BBEE

Specific goals	90/10 preference point system.	Proof of specific goals to be submitted
		qualifying small enterprise or Exempt Micro Enterprises, CIPC registration or any other proof of ownership
At least 51% owned companies by Youth	1 Point	Certified copy of Identity Document/s <u>and</u> proof of ownership (Sworn affidavit for B-BBEE qualifying small enterprise or Exempt Micro Enterprises, CIPC registration or any other proof of ownership)
Local Economic Participation <ul style="list-style-type: none"> <li>• City of Tshwane</li> <li>• Gauteng</li> <li>• National</li> </ul>	2 Points 1 Point 1 Point	Municipal Account statement/Lease agreement.

### 5. Pricing Schedule 1

ITEM	Material No.	Material No.	DESCRIPTION	HIGH COURT FEES	MAGISTRATE COURT FEES
1	3031913	3031867	Taking instruction		
2	3031914	3031868	Drawing Summons per page		
3			Off Claim/ Declaration per page		
4	3031915	3031869	Appearance Per Quarter of an Hour or Part Thereof By an Attorney		
5	3031916	30331870	Appearance Per Quarter of an Hour or Part Thereof By Senior Attorney		
6	3031917	3031871	Drawing Up Court Documents Per Page		
7	3031918	3031872	Preparation Of Trail		
8	3031919	3031873	Sorting and Paginating Per Page		
9	3031920	3031874	Day Fee		
10	3031921	3031875	Drawing Of Letter Per Folio		

11	3031922	3031876	Attendance to receive letter per page		
12	3031923	3031877	Perusal Of Documents Per Page		
13	3031924	3031878	Telephone Call per 5 min		
14	3031925	3031879	Consultation per Hour		
15	3031926	3031880	Travelling Time per quarter of an hour		
16	3031927	3031881	Travelling Costs per KM		
17	3031928	3031882	Waiting Time at Court per quarter of hour		
18	3031929	3031883	Attendance At Settlement Negotiation Per Quarter of an Hour of Part Thereof		
19	3031930	3031884	Attend To Research Per Quarter of An Hour		
20	3031931	3031885	Attendance for Index and Paginating Per Quarter of An Hour Service and filling per quarter of an hour		
21	3031929	3031883	Copy per page		
22	3031930	3031884	Attendance For Sending an E-Mail and Fax/Scanning		
23	3031931	3031885	Attendance to draw heads of arguments per quarter of an hour, including the drawing, service and filling		
24	3031935	3031935	Fees For Recovery of legal costs on behalf of the municipality as per the	___ % of the recovered legal. Costs R10 000 threshold must be used to	___ % of the recovered legal. Costs R10 000 threshold must be used to

			percentage of the recovered amount but excluding disbursement.  The fees include but not limited to taking instructions, drawing and receipt of letters, drawing and filing of court documents, appearance at court at etc.	quantify/convert the percentages for purpose of evaluating the bid.	quantify/convert the percentages for purpose of evaluating the bid.
<b>TOTAL (Exclusive of Vat)</b>				<b>R</b>	<b>R</b>

### Pricing Schedule 2

<b>Material No.</b>	<b>MISCELLANEOUS TARIFF</b>	
	<b>NARRATION</b>	
	<b>1. OTHER GENERAL LEGAL WORK</b>	
3031936	1.1 Opinions	
3031937	1.2 Drafting of contracts	
3031938	1.3 Chairing of hearings	
3031939	1.4 Prosecutions	
3031940	1.5 Appearances of SALGBC / CCMA	
3031941	1.6 Commissions and investigations	
3038503	1.7 Forensic Investigations	
	<b>TOTAL (Exclusive of Vat)</b>	<b>R</b>

### SUMMARY PRICING

ITEM	DESCRIPTION	Total
1	High Court	
2	Magistrate Court	
3	Miscellaneous Tariff	
<b>TOTAL (Exclusive of Vat)</b>		<b>R</b>
<b>VAT @15%</b>		<b>R</b>
<b>TOTAL (Inclusive of Vat)</b>		<b>R</b>

**\*NB: Totals will be used for evaluation purposes.**

## **6. AWARD**

The tender will be awarded to a Maximum of 50 service providers.

## **7. ALLOCATION OF WORK**

The department will utilise a rotational method to select and instruct service providers engaged in the contract of Panel of Attorneys of the City of Tshwane for general legal work and recoveries. The first allocation of work will be done to the first highest scoring bidder.

## **8. VALIDITY PERIOD**

The validity period for the tender after closure is 90 days. Cot shall have the right and power to extent any tender validity period beyond any initial validity period set and subsequent extensions. SCM shall ensure that an extension of validity is requested in writing from all bidders before the validity expiry date. Extension of validity shall be finalised while the quotations/bids are still valid.

## **9. MARKET ANALYSIS**

The City of Tshwane reserves the right to conduct market analysis. Should the city exercise this option, where a bidder offers a price that is deemed not to be viable to supply goods or services as required, written confirmation will be made with the bidder to seek confirmation of whether the bidder will be able to deliver on the price, if a bidder confirms that they cannot, the bidder will be disqualified on the basis of being non-responsive. If they confirm that they can deliver, a tight contract to mitigate the risk of non-performance will be entered into with the service provider. Further action on failures by the service provider to deliver will be handled in terms of the contract including performance warnings and listing on the database of restricted suppliers.

The City further reserves the right to negotiate a market related price with a bidder scoring the highest points. If the bidder does not agree to a market-related price, the city reserves the right to negotiate a market-related price with the bidder scoring the second highest points, if the bidder scoring the second highest points

does not agree to a market-related price, the City will negotiate a market-related price with the tenderer scoring the third highest points. If a market-related price is not agreed, the City reserves the right to cancel the tender.

**PART A  
INVITATION TO BID**

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE CITY OF TSHWANE MUNICIPALITY</b>					
BID NUMBER:	GL 01 2025/26	CLOSING DATE:	21 April 2026	CLOSING TIME:	10:00
DESCRIPTION	TENDER FOR THE APPOINTMENT OF A PANEL OF ATTORNEYS OF THE CITY OF TSHWANE FOR GENERAL LEGAL WORK AND RECOVERIES FOR A 3-YEAR PERIOD AS AND WHEN REQUIRED.				
<b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).</b>					

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)

<b>Tshwane House</b>					
<b>Supply Chain Management</b>					
<b>320 Madiba Street</b>					
<b>Pretoria CBD</b>					
<b>0002</b>					
<b>SUPPLIER INFORMATION</b>					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
TAX COMPLIANCE STATUS	TCS PIN:		OR	CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	<input type="checkbox"/> Yes  <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		<input type="checkbox"/> Yes  <input type="checkbox"/> No

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

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3 ]
TOTAL NUMBER OF ITEMS OFFERED		TOTAL BID PRICE	R
SIGNATURE OF BIDDER	..... ...	DATE	
CAPACITY UNDER WHICH THIS BID IS SIGNED			
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:</b>		<b>TECHNICAL INFORMATION MAY BE DIRECTED TO:</b>	
DEPARTMENT	Supply Chain Management	DEPARTMENT	Group Legal and Secretariate Service
CONTACT PERSON	Maureen Radingoana	CONTACT PERSON	Simon Sithole
TELEPHONE NUMBER	012 358 6153	TELEPHONE NUMBER	012 358 7508
FACSIMILE NUMBER	n/a	FACSIMILE NUMBER	n/a
EMAIL ADDRESS	<a href="mailto:maureenr@tshwane.gov.za">maureenr@tshwane.gov.za</a>	EMAIL ADDRESS	<a href="mailto:simons@tshwane.gov.za">simons@tshwane.gov.za</a>

**PART B  
TERMS AND CONDITIONS FOR BIDDING**

<b>1. BID SUBMISSION</b>	
1.1	BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2	<b>ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR ONLINE</b>
1.3	THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
<b>2. TAX COMPLIANCE REQUIREMENTS</b>	
2.1	BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2	BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER’S PROFILE AND TAX STATUS.
2.3	APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE 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.
<b>3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>	
3.1	IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? YES <input type="checkbox"/> NO <input type="checkbox"/>
3.2	DOES THE ENTITY HAVE A BRANCH IN THE RSA? YES <input type="checkbox"/> NO <input type="checkbox"/>
3.3	DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? YES <input type="checkbox"/> NO <input type="checkbox"/>
3.4	DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? YES <input type="checkbox"/> NO <input type="checkbox"/>
3.5	IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? YES <input type="checkbox"/> NO <input type="checkbox"/>
<p><b>IF THE ANSWER IS “NO” TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.</b></p>	

**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: .....

**PRICING SCHEDULE: FIRM PRICES (PURCHASES)**

**NOTE: ONLY FIRM PRICES WILL BE ACCEPTED. NON-FIRM PRICES (INCLUDING PRICES SUBJECT TO RATES OF EXCHANGE VARIATIONS) WILL NOT BE CONSIDERED**

**IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT**

Name of Bidder.....	Bid Number .....
Closing Time .....	Closing Date .....

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

ITEM NO.	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES INCLUDED)
----------	----------	-------------	--

- Required by: .....
- At: .....
- Brand and Model .....
- Country of Origin .....
- Does the offer comply with the specification(s)? \*YES/NO
- If not to specification, indicate deviation(s) .....
- Period required for delivery .....  
\*Delivery: Firm/Not firm
- Delivery basis .....

Note: All delivery costs must be included in the bid price, for delivery at the prescribed destination.

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

\* Delete if not applicable

**PRICING SCHEDULE: NON-FIRM PRICES (PURCHASES)**

**NOTE: PRICE ADJUSTMENTS WILL BE ALLOWED AT THE PERIODS AND TIMES SPECIFIED IN THE BIDDING DOCUMENTS.**

**IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT**

Name of Bidder .....	Bid number .....
Closing Time .....	Closing Date .....

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

ITEM NO.	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES INCLUDED)
----------	----------	-------------	--

- Required by: .....
  - At: .....
  - Brand and model .....
  - Country of origin .....
  - Does the offer comply with the specification(s)? \*YES/NO
  - If not to specification, indicate deviation(s) .....
  - Period required for delivery .....
  - Delivery: \*Firm/Not firm
- \*\* "all applicable taxes" includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.
- \* Delete if not applicable

**PRICE ADJUSTMENTS**

**A. NON-FIRM PRICES SUBJECT TO ESCALATION**

1. IN CASES OF PERIOD CONTRACTS, NON FIRM PRICES WILL BE ADJUSTED (LOADED) WITH THE ASSESSED CONTRACT PRICE ADJUSTMENTS IMPLICIT IN NON FIRM PRICES WHEN CALCULATING THE COMPARATIVE PRICES
2. IN THIS CATEGORY PRICE ESCALATIONS WILL ONLY BE CONSIDERED IN TERMS OF THE FOLLOWING FORMULA:

$$Pa = (1 - V)Pt \left( D1 \frac{R1t}{R1o} + D2 \frac{R2t}{R2o} + D3 \frac{R3t}{R3o} + D4 \frac{R4t}{R4o} \right) + VPt$$

Where:

- Pa = The new escalated price to be calculated.
- (1-V) Pt = 85% of the original bid price. **Note that Pt must always be the original bid price and not an escalated price.**
- D1, D2.. = Each factor of the bid price eg. labour, transport, clothing, footwear, etc. The total of the various factors D1,D2...etc. must add up to 100%.
- R1t, R2t..... = Index figure obtained from new index (depends on the number of factors used).
- R1o, R2o = Index figure at time of bidding.
- VPt = 15% of the original bid price. This portion of the bid price remains firm i.e. it is not subject to any price escalations.

3. The following index/indices must be used to calculate your bid price:

Index..... Dated.....      Index..... Dated.....      Index..... Dated.....  
 Index..... Dated.....      Index..... Dated.....      Index..... Dated.....

4. FURNISH A BREAKDOWN OF YOUR PRICE IN TERMS OF ABOVE-MENTIONED FORMULA. THE TOTAL OF THE VARIOUS FACTORS MUST ADD UP TO 100%.

FACTOR (D1, D2 etc. eg. Labour, transport etc.)	PERCENTAGE OF BID PRICE

**B. PRICES SUBJECT TO RATE OF EXCHANGE VARIATIONS**

1. Please furnish full particulars of your financial institution, state the currencies used in the conversion of the prices of the items to South African currency, which portion of the price is subject to rate of exchange variations and the amounts remitted abroad.

PARTICULARS OF FINANCIAL INSTITUTION	ITEM NO	PRICE	CURRENCY	RATE	PORTION OF PRICE SUBJECT TO ROE	AMOUNT IN FOREIGN CURRENCY REMITTED ABROAD
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		

2. Adjustments for rate of exchange variations during the contract period will be calculated by using the average monthly exchange rates as issued by your commercial bank for the periods indicated hereunder: (Proof from bank required)

AVERAGE MONTHLY EXCHANGE RATES FOR THE PERIOD:	DATE DOCUMENTATION MUST BE SUBMITTED TO THIS OFFICE	DATE FROM WHICH NEW CALCULATED PRICES WILL BECOME EFFECTIVE	DATE UNTIL WHICH NEW CALCULATED PRICE WILL BE EFFECTIVE

ADJUSTMENT PERIODS	DATE FROM WHICH NEW CALCULATED PRICES WILL BECOME EFFECTIVE
1 <sup>st</sup> Adjustment	After 12 calendar months
2 <sup>nd</sup> Adjustment	After 24 calendar months

**NB: Unless prior approval has been obtained from Supply Chain Management, no adjustment in contract prices will be made**

**DECLARATION OF INTEREST**

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

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

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

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

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

3.9.1 If yes, furnish particulars. ....

.....

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

3.10.1 If yes, furnish particulars. ....

.....

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

3.11.1 If yes, furnish particulars. ....

.....

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

3.12.1 If yes, furnish particulars. ....

.....

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

3.13.1 If yes, furnish particulars. ....

.....

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

3.14.1 If yes, furnish particulars: .....

.....

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

Full Name	Identity Number	State Employee Number

.....

**Signature**

.....

**Date**

.....

**Capacity**

.....

**Name of Bid**

**DECLARATION FOR PROCUREMENT ABOVE R10 MILLION (ALL APPLICABLE TAXES INCLUDED)**

For all procurement expected to exceed R10 million (all applicable taxes included), bidders must complete the following questionnaire:

1 Are you by law required to prepare annual financial statements for auditing? **\*YES / NO**

1.1 If yes, submit audited annual financial statements for the past three years or since the date of establishment if established during the past three years.

.....  
.....

2 Do you have any outstanding undisputed commitments for municipal services towards any municipality for more than three months or any other service provider in respect of which payment is overdue for more than 30 days? **\*YES / NO**

2.1 If no, this serves to certify that the bidder has no undisputed commitments for municipal services towards any municipality for more than three months or other service provider in respect of which payment is overdue for more than 30 days. **\*YES / NO**

2.2 If yes, provide particulars.

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

3 Has any contract been awarded to you by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract? **\*YES / NO**

3.1 If yes, furnish particulars

.....  
.....

4.1 Will any portion of goods or services be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality / municipal entity is expected to be transferred out of the Republic? **\*YES / NO**

4.1 If yes, furnish particulars

.....  
.....

**CERTIFICATION**

**I, THE UNDERSIGNED (NAME) .....  
CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS  
CORRECT. I ACCEPT THAT THE STATE MAY ACT AGAINST ME SHOULD THIS  
DECLARATION PROVE TO BE FALSE.**

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder

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

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

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

**1. GENERAL CONDITIONS**

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

1.2 **To be completed by the organ of state**  
*(delete whichever is not applicable for this tender).*

- a) The applicable preference point system for this tender is the 90/10 preference point system.

- 1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:
- (a) Price; and
  - (b) Specific Goals.

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

The maximum points for this tender are allocated as follows:

	POINTS
<b>PRICE</b>	90
<b>SPECIFIC GOALS</b>	10
<b>TOTAL POINTS FOR PRICE AND SPECIFIC GOALS</b>	<b>100</b>

- 1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.
- 1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences,

in any manner required by the organ of state.

## 2. DEFINITIONS

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

## 3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

### 3.1. POINTS AWARDED FOR PRICE

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

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

$$\begin{array}{ccc} \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\ \\ \mathbf{Ps} = \mathbf{80} \left( \mathbf{1} - \frac{\mathbf{Pt} - \mathbf{P min}}{\mathbf{P min}} \right) & \mathbf{or} & \mathbf{Ps} = \mathbf{90} \left( \mathbf{1} - \frac{\mathbf{Pt} - \mathbf{P min}}{\mathbf{P min}} \right) \end{array}$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

#### 3.2.1. POINTS AWARDED FOR PRICE

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

$$\begin{array}{ccc} \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\ \\ \mathbf{Ps} = \mathbf{80} \left( \mathbf{1} + \frac{\mathbf{Pt} - \mathbf{P max}}{\mathbf{P max}} \right) & \mathbf{or} & \mathbf{Ps} = \mathbf{90} \left( \mathbf{1} + \frac{\mathbf{Pt} - \mathbf{P max}}{\mathbf{P max}} \right) \end{array}$$

Where

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

**4. POINTS AWARDED FOR SPECIFIC GOALS**

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
  - (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
  - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,
 then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

***(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.***

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

Specific goals	80/20 preference point system	Number of points claimed (80/20 system) <b>(To be completed by the tenderer)</b>
BB-BEE score of companies <ul style="list-style-type: none"> <li>• Level 1</li> <li>• Level 2</li> <li>• Level 3</li> <li>• Level 4</li> <li>• Level 5</li> <li>• Level 6</li> <li>• Level 7</li> <li>• Level 8</li> <li>• Non-compliant</li> </ul>	<ul style="list-style-type: none"> <li>• 4 Points</li> <li>• 3.5 Points</li> <li>• 3 Points</li> <li>• 2.5 Points</li> <li>• 2 Points</li> <li>• 1.5 Points</li> <li>• 1 Point</li> <li>• 0.5 Points</li> <li>• 0 Points</li> </ul>	
EME and/ or QSE	1 Point	
At least 51% of Women-owned companies	1 Point	
At least 51% owned companies by People with disability	1 Point	

Specific goals	80/20 preference point system	Number of points claimed (80/20 system) (To be completed by the tenderer)
At least 51% owned companies by Youth	1 Point	
Local Economic Participation <ul style="list-style-type: none"> <li>• City of Tshwane</li> <li>• Gauteng</li> <li>• National</li> </ul>	2 Points 1 Point 1 Point	

**N.B** For points to be allocated as per above the tenderers will be required to submit proof of documentation as evidence for claims made. Any tenderer that does not submit evidence as stated in the bid document to claim applicable points will be allocated zero points.

**DECLARATION WITH REGARD TO COMPANY/FIRM**

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

4.4. Company registration number: .....

4.5. TYPE OF COMPANY/ FIRM

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

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
  - (a) disqualify the person from the tendering process;

- (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
- (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
- (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
- (e) forward the matter for criminal prosecution, if deemed necessary.

.....

**SIGNATURE(S) OF TENDERER(S)**

**SURNAME AND NAME:** .....

**DATE:** .....

**ADDRESS:** .....

.....

.....

**CONTRACT FORM: RENDERING OF SERVICES**

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

**PART 1 (TO BE FILLED IN BY THE BIDDER)**

1. I hereby undertake to supply all or any of the goods and/or works described in the attached bidding documents to **CITY OF TSHWANE MUNICIPALITY** in accordance with the requirements and specifications stipulated in bid number **GL 01 2025/26** at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the purchaser during the validity period indicated and calculated from the closing time of bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
  - (i) Bidding documents, viz
    - Invitation to bid;
    - Tax clearance certificate;
    - Pricing schedule(s);
    - Technical Specification(s);
    - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
    - Declaration of interest;
    - Declaration of bidder’s past SCM practices;
    - Certificate of Independent Bid Determination;
    - Special Conditions of Contract;
  - (ii) General Conditions of Contract; and
  - (iii) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the goods and/or works 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.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT) .....

CAPACITY .....

SIGNATURE .....

NAME OF FIRM .....

DATE .....

WITNESSES	
1.	.....
2.	.....
DATE:	.....

**CONTRACT FORM: RENDERING OF SERVICES**

**PART 2 (TO BE FILLED IN BY THE PURCHASER)**

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

ITEM NO.	PRICE (ALL APPLICABLE TAXES INCLUDED)	BRAND	DELIVERY PERIOD	B-BBEE STATUS LEVEL OF CONTRIBUTION

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

SIGNED AT .....ON.....

NAME (PRINT) .....

SIGNATURE .....

OFFICIAL STAMP

WITNESSES

1. ....

2. ....

DATE: .....

**MBD 8**

**DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES**

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

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

	<b>The Register for Tender Defaulters can be accessed on the National Treasury's website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) by clicking on its link at the bottom of the home page.</b>		
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.7.1	If so, furnish particulars:		

**CERTIFICATION**

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

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

.....  
**Signature**

.....  
**Date**

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

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

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

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

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

I, the undersigned, in submitting the accompanying bid: **GL 01 2025/26**

**TENDER FOR THE APPOINTMENT OF A PANEL OF ATTORNEYS OF THE CITY OF TSHWANE FOR GENERAL LEGAL WORK AND RECOVERIES FOR A 3-YEAR PERIOD AS AND WHEN REQUIRED.**

(Bid Number and Description)

in response to the invitation for the bid made by:

**CITY OF TSHWANE MUNICIPALITY**

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

I certify, on behalf of: \_\_\_\_\_ that:  
(Name of Bidder)

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

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



## SERVICE LEVEL AGREEMENT

entered between

### THE CITY OF TSHWANE METROPOLITAN MUNICIPALITY

(Hereafter referred to as the “**City**”)

duly represented by: **Adv Nadine Erasmus**

**In her capacity as: Group Head: Legal and Secretariat Services**

**(Duly authorised hereto)**

**AND**

---

**(REGISTRATION NUMBER: \_\_\_\_\_)**

(Hereafter referred to as the “**Service Provider**”)

Herein Represented by:

In his/her capacity as: **Director**

**(Duly authorised hereto)**

**SERVICE LEVEL AGREEMENT**

entered into between

**THE CITY OF TSHWANE METROPOLITAN MUNICIPALITY**

a municipality as described in section 2 of the Local Government: Municipal Systems Act, 2000 and as contemplated in section 155 of the Constitution of the Republic of South Africa, 1996 as a category A municipality, or the Assignee, if applicable, herein represented by Adv Nadine Erasmus in her capacity as Group Head: Group Legal & Secretariat Services as duly authorised by a sub-delegations, and who by his signature hereto warrants that she is properly authorised to sign this Agreement.

(Herein referred to as the “ **THE CITY**”)

**AND**

.....

**(REGISTRATION NUMBER: \_\_\_\_\_)**

Herein represented by..... in his/her capacity as duly authorised thereto under and by virtue of a Resolution of the Board passed on .....a copy of which is annexed as Annexure “**B**”, and who by his/her signature hereto warrants that he/she is properly authorised to sign this Agreement.

(Herein referred to as the “**SERVICE PROVIDER**”)

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**RECORDAL:**

**WHEREAS** the City requires Legal Practitioners to provide legal services on an as and when required basis to the City for a period of 3 (three) years;

**AND WHEREAS** Tender \_\_\_\_\_ was awarded to \_\_\_\_\_ in line with the SCM-Bid Adjudication Committee resolution dated \_\_\_\_\_ for the Panel of Attorneys, from \_\_\_\_\_ 2026 until \_\_\_\_\_ 2029;

**AND WHEREAS** \_\_\_\_\_ was awarded for the Panel of Attorneys, as per the detailed rates, resources, disbursements and additional information as specified for the contract period from \_\_\_\_\_ 2026 to \_\_\_\_\_ 2029;

**AND WHEREAS** the Service Provider wishes to provide such Services;

**AND WHEREAS** the Service Provider has indicated that it has the necessary expertise, skills and capabilities to provide the Services;

**NOW THEREFORE** the Parties have agreed to enter into this Agreement, in terms of which ..... shall provide the Services to the City in accordance with the terms and subject to the conditions of this Agreement:

## 1. DEFINITIONS

Unless otherwise expressly stated, or the context otherwise requires, the words and expressions listed below shall, when used in this Agreement, including this introduction, bear the meanings ascribed to them:

- 1.1 “**Agreement**” means this Service Level Agreement and shall include any annexures and/or schedules and/or attachments and/or appendices and/or any addenda hereto or incorporated herein by reference, as amended from time to time;
- 1.2 “**Business Day**” means any day from Monday to Friday, excluding Public Holidays, as defined in the Public Holidays Act 36 of 1994 (“Public Holidays Act”) as amended from time to time;
- 1.3 “**Business Week**” means five consecutive Business Days, excluding Public Holidays as defined in the Public Holidays Act;
- 1.4 “**City**” means the City of Tshwane Metropolitan Municipality, a metropolitan municipality established in terms of section 12 of the Local Government: Municipal Structures Act 117 of 1998;
- 1.5 “**Contact Persons**” means persons identified by the Parties as persons who are responsible for the execution of the Agreement and whose names are set out in clause 36 below and who can be substituted in writing from time to time;
- 1.6 “**Contract Price**” shall mean the amount reflected as the contract price in clause 13.18 below;
- 1.7 “**Contract Period**” means the period of 3 (three) year from the Effective Date as stated in the attached Appointment Letter dated \_\_\_\_\_ marked as Annexure “**A**”;
- 1.8 “**Day**” means a business day and therefore does not include Saturdays, Sundays and proclaimed public holidays in the Republic of South Africa.
- 1.9 “**Effective Date**” means notwithstanding the Signature Date, \_\_\_\_\_ as stated in the Appointment Letter dated \_\_\_\_\_ marked as Annexure “**A**”;

- 1.10 “**Force Majeure**” means an event beyond the control of the supplier, not involving the supplier’s fault or negligence, and not foreseeable. Such events may include, but are not restricted to acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes;
- 1.11 “**Intellectual Property**” means Patents, Designs, Know-How, Copyright and Trade Marks and all rights having equivalent or similar effect which may exist anywhere in the world, introduced and required by either Party to give effect to their obligations under this Agreement, owned in whole or in part by, or licensed to either Party prior to the Commencement Date or developed after the Commencement Date, and includes all further additions and improvements to the Intellectual Property, otherwise pursuant to this Agreement;
- 1.12 “**Legal Practitioner**” is an advocate or attorney who is admitted and enrolled as such by the High Court and the Legal Practice Council in terms of sections 24 and 30 of the Legal Practice Act, 28 of 2014. This includes practicing attorneys, advocates and fidelity fund advocates;
- 1.13 “**Month**” means a calendar month as defined in the Interpretation Act 33 of 1957;
- 1.14 “**Parties**” means the City and Service Provider and “**Party**” means either of them as the context requires;
- 1.15 “**Republic**” means the Republic of South Africa;
- 1.16 “**Services**” means Services to be provided by the Service Provider to the City as detailed in clause 8 below and as per the attached Appointment Letter dated ..... marked as Annexure “**A**”;
- 1.17 “**Service Provider**” means a company duly incorporated in accordance with the company laws of the Republic of South Africa with the following registration number: \_\_\_\_\_;
- 1.18 “**Signature Date**” means the date of signature of this Agreement by the Party signing last;
- 1.19 “**Subcontract**” means any contract or agreement or proposed contract between the Service Provider and any third party whereby that third

party agrees to provide to the Service Provider the Services or any part thereof;

1.20 “**Subcontractor**” means the third party with whom the Service Provider enters into a subcontract;

1.21 “**Tax Invoice**” means the document as required by section 20 of the Value Added Tax Act 89 of 1991, as amended from time to time;

1.22 “**Termination Date**” means ..... which is a period of 3 (three) years from the Effective Date: and.....”

1.23 “**VAT**” means Value Added Tax as defined in terms of the Value Added Tax Act of 1991.

## 2. INTERPRETATION

2.1 Headings and sub-headings are inserted for information purposes only and shall not be used in the interpretation of this Agreement.

2.2 Unless the context clearly indicates a contrary intention, any word connoting:

2.2.1 any singular shall be deemed to include a reference to the plural and vice versa;

2.2.2 any one gender shall be deemed to include a reference to the other two genders; and

2.2.3 a natural person shall be deemed to include a reference to a legal or juristic person.

2.3 The expiry or termination of this Agreement shall not affect provisions of this Agreement which expressly provide that they will operate after any such expiry or termination of this Agreement. Provisions of necessity shall continue to have been effective after such expiry or termination of this Agreement, notwithstanding that the clauses themselves do not expressly provide for this.

2.4 The rule of interpretation that a written agreement shall be interpreted against the party responsible for the drafting or preparation of that Agreement shall not apply.

- 2.5 Where figures are referred to in numerals and in words and there is any conflict between the two, the words shall prevail.
- 2.6 Any reference to any legislation is a reference to such legislation as at the Signature Date and as amended or re-enacted, from time to time.
- 2.7 If any provision in a definition is a substantive provision conferring any rights or imposing any obligations on any party, then notwithstanding that, it is only in this interpretation clause, effect shall be given to it as if it were a substantive provision in this Agreement.

### **3. APPOINTMENT AND DURATION OF THE AGREEMENT**

- 3.1 The City hereby appoints the Service Provider, who accepts such appointment, to provide the Services in accordance with the Appointment Letter dated \_\_\_\_\_ 2026 attached herewith as Annexure "A" and in terms and subject to the conditions of this Agreement.
- 3.2 This agreement shall commence on the effective date of \_\_\_\_\_ 2026 and shall subsist for a period of three (3) years, unless the agreement is terminated earlier pursuant to clause 33 below.

### **4. PURPOSE OF THE AGREEMENT**

The Purpose of this Agreement is to:

- 4.1 formalise and regulate the working relationship between the Parties;
- 4.2 set out the roles and responsibilities of the Parties; and
- 4.3 define process and procedures to be followed by the Parties.

### **5. RELATIONSHIP BETWEEN THE PARTIES**

Nothing in this Agreement shall constitute or be deemed to constitute a partnership or joint venture between the Parties. Furthermore, the Service Provider acknowledges and agrees that its status under this Agreement is that of an independent service provider and its status shall in no way be deemed to be that of an agent or employee of the City, for any purpose whatsoever, and the

Service Provider shall have no authority or power to bind the City or to contract in the name of the City, or create a liability against the City in any way or for any purpose.

## **6. CONTACT PERSON OF THE RESPECTIVE PARTIES**

- 6.1 The work to be performed by the Service Provider hereunder will be supervised by City's Contact Person referred to in clause 36 below.
- 6.2 The Parties shall notify each other, in writing from time to time, of the details of their nominated Contact Person.
- 6.3 The Contact Persons shall liaise and update each other on the progress of the Services rendered and shall endeavour to resolve and remedy any problems or disputes that may arise in relation to the Services.
- 6.4 Either party may substitute a Contact Person at its discretion provided that each Party shall give the other Party reasonable notice of such substitution and will provide replacement employees of equivalent ability.
- 6.5 Without derogating from the foregoing, should either Party replaces a Contact Person for any reason whatsoever, it shall ensure, to the greatest extent possible in the circumstances, that the suitable period of hand-over and overlap takes place, at its cost, between the new and the encumbered Contact Person.

## **7. SCOPE OF GENERAL SERVICES**

- 7.1 The Service Provider shall, for the duration of this Agreement, provide the Services as set out fully in the Appointment Letter dated \_\_\_\_\_ 2026 attached herewith as Annexure "A" and as briefly stated below, including but not limited to the following:

- 7.1.1 Item 2.1-Admin & Public Law;
- 7.1.2 Item 2.2- Compliance and Regulatory Law;
- 7.1.3 Item 2.3- Commercial and Corporate Law;
- 7.1.4 Item 2.4 – Labour Law;
- 7.1.5 Item 2.5 – Litigation;

7.1.6 Item 2.6 – Collections and Recoveries;

7.1.7 7.1.7 Item \_\_\_\_ - Conveyance law; and

7.1.8 Item 2.7 – Property Law.

7.2 The Scope of Work as stated in the attached Appointment Letter as aforementioned are incorporated into the provisions of this Agreement as if specifically mentioned and are binding and enforceable on the Service Provider.

## **8. ALLOCATION OF WORK**

8.1 Work will be allocated to Tenderers if and when required. The Services Provider notes that their inclusion on the Panel does not guarantee any instructions and they should have no expectation in this regard. Furthermore, the City does not guarantee any minimum quantum of work.

8.2 The City will allocate work, in accordance with its assessment of the matter, on a rotational basis.

8.3 On issuing of the instructions, and save in the event of an Urgent Application, the Service Provider has 24 hours to accept or decline the instruction. Should the instruction not be accepted within the said 24 hour period, the instruction will be re-called and issued to another attorneys firm.

8.4 In the event of an Urgent Application, the Service provider has one (1) hour to accept or decline the instruction. Should the instruction not be accepted within the said one (1) hour, the instruction will be re-called and issued to another attorneys firm.

8.5 The City expressly reserves the right to deviate from the rotation schedule per panel and to approach any other Service Provider for a specific instruction, where this is considered to be in the best interest of the City. This may be the case where, for example a panel member has previous knowledge of a particular matter or where specific expertise is required for a particular matter and a Service Provider does not have the required expertise.

8.6 The City will, in its sole discretion, assess a particular matter and decide to who the matter should be allocated to. In the event that a matter initially was allocated to one panel attorney, but subsequently evolves

and may be better placed with another panel attorney, the City reserves the right to re-allocate the matter to any other attorney on the panel.

- 8.7 The allocation of an instruction to the Service Provider is with the understanding that the Service Provider has the necessary capacity, resources, experience and expertise to provide the Services in the field(s) of legal practice as set out in the Appointment Letter, marked as annexure "A".
- 8.8 The Service Provider shall immediately notify the City should it lose the necessary capacity, resources, experience and expertise to provide the Services in the field(s) of legal practice as set out in annexure "A" hereto, or acquire capacity , resources, experience and expertise to provide services in other field(s) of legal practice.
- 8.9 Upon being notified as is envisaged above, the City shall determine whether to remove the Service Provider from the Panel, or to retain the Service Provider in the filed of legal practice where new capacity, resources, experience and expertise to provide Services in other field(s) or legal practice.
- 8.10 As soon as a determination for removal as is envisaged above has been made, the Service Provider shall be duly informed of the City's decision and the reasons therefore. The decision of the City in the circumstances shall be final.
- 8.11 On receipt of the instruction and the acceptance of the instruction, and as soon as practicable possible and in the event that the matter is pending in a Court that is making use of the Court on Line and/or CaseLines System, the Service Provider is given access to Court on Line and/or CaseLines, the following profile of the City must be added to the Court on Line / CaseLines system:  
admingrouplegal@tshwane.gov.za.

## **9. OBLIGATION OF THE SERVICE PROVIDER AND CONFLICT OF INTEREST**

- 9.1 The Service Provider is appointed to provide the City with the Services in the sphere(s) of legal practice as set out in the Appointment Letter, marked as Annexure "A".

- 9.2 It is recorded that the Service Provider shall, at all times, provide the Services diligently, in a professional manner and in compliance with all prevailing legislation, including but not limited to:
- 9.2.1 Compliance with the professional and ethical rules applicable to the legal profession;
  - 9.2.2 Adherence to the City's policies and procedures as shall have been communicated to the Service Provider from time to time;
  - 9.2.3 Ensuring that the interest of the City are protected at all times; and
  - 9.2.4 Dedication to all the City's matters, in order to give effect to the instructions of the City.
- 9.3 The Service Provider shall render the services in a timely manner, and the City shall use reasonable endeavours to adhere to the time limits agreed upon when instructions are furnished.
- 9.4 Where no time limits are agreed to, the services will be rendered within a reasonable time period and where necessary, in accordance with prevailing legislation.
- 9.5 The Service Provider shall not settle any claim or initiate litigation on behalf of or against the City without the necessary consultation and approval of the City and the persons duly authorised to do so.
- 9.6 The Service Provider shall not be involved in matters where there is any conflict of interest, potential or actual, with the interest of the City. Where any potential or actual conflict of interest exists, the Service Provider shall immediately notify the City thereof in writing.
- 9.7 The City reserves the right to terminate the mandate of the Service Provider on a particular matter if, in the opinion of the City, a conflict of interest has arisen.
- 9.8 The Service Provider shall furnish the City, until the completion of any instruction and before the 24<sup>th</sup> day of each month, with a Monthly Progress Report, on an Excel Spreadsheet or in any other format as may be requested from time to time by the Group Legal and Secretariat Services, reflecting all outstanding or pending legal matters. A report shall cater for the following: -

- 9.8.1 The parties involved in the litigation;
  - 9.8.2 The case number where a matter is pending in Court;
  - 9.8.3 The Service Provider's reference number;
  - 9.8.4 The City's reference number;
  - 9.8.5 Date of instruction letter;
  - 9.8.6 Cause of Action;
  - 9.8.7 Capital Cost Risk to the City;
  - 9.8.8 Defence of the City;
  - 9.8.9 Details of progress, on a continuous basis;
  - 9.8.10 Has access to Court on Line / CaseLines be provided, and if not the reason why such access has not been provided.
- 9.9 The Service Provider shall not deviate from the City's instructions without obtaining prior written consent thereto.
  - 9.10 The Service Provider shall at all times endeavour to maximize the opportunities for cost saving to all parties.

## **10. OBLIGATIONS OF THE CITY**

- 10.1 The City agrees to provide such information, assistance, co-operation and access to books, records and other information as is necessary for the Service Provider to effectively render its professional services under this Agreement.
- 10.2 The Group Legal and Secretariat Services shall, within a reasonable period, submits its' written request for Services to the Service Provider and shall endeavour to avoid any delays that could lead to urgency: Provided that should the City orally request services whenever necessary such oral request shall be confirmed in writing within 2 working days following the day of the verbal instruction.
- 10.3 The Group Legal and Secretariat Services or the representative, shall within a reasonable period, provide adequate information or all request

information to the Service Provider when requesting Services or when such information is requested by the Service Provider.

## **11. PERFORMANCE MONITORING**

11.1 As is required by section 116(2)(b) of the Local Government: Municipal Finance Management Act, 56 of 2003, the City shall monitor the performance of the Service Provider on at least a monthly basis, and the Service Provider hereby agrees to give the City its full cooperation in this regard.

11.2 The key aspects of this monitoring are the following: -

11.2.1 The core duty is to track contractor performance monthly;

11.2.2 The purpose is to ensure that services are delivered and performance meets the standards agreed upon in the contract

11.3 The performance assessment will be based on, amongst others:

11.3.1 the outcome of matters in Court (i.e. whether a matter was either won, settled or lost, negative outcomes in Court will have a big impact on the performance assessment);

11.3.2 Adherence to timeframes set out in the Uniform Rules of Court and the timely filing of pleadings, affidavits and the like;

11.3.3 Timely execution of instructions given by the City to the Service Provider;

11.3.4 The submission of quarterly litigation matters reports.

11.4 The performance assessment will be conducted by the Divisional Head: Legal Counsel, the Director: Legal Counsel, the Deputy-Director: Legal Counsel and the relevant legal advisor in the employment of the City who is ceased with the matter.

## **12. APPOINTMENT OF CORRESPONDENT ATTORNEYS**

12.1 Save in the instances where an Appeal is pending in the Constitutional Court (Braamfontein) or in the Supreme Court of Appeal (Bloemfontein), and the services of a correspondent are necessary, the Service Provider may only appoint a Service Provider that is on the Panel of Attorneys of the City. In the event the Service Provider wishes

to make use of an attorney that is not on the Panel of Attorneys, prior written consent need to be obtained.

12.2 In the instances where the services of a correspondent attorney is necessary for Appeal matters pending in the Constitutional Court (Braamfontein) or in the Supreme Court of Appeal (Bloemfontein), written consent of the City needs to be obtain before such appointment is made.

### **13. APPOINTMENT OF ADVOCATES, COST CONSULTANTS, EXPERT WITNESSES AND OTHER THIRD PARTY**

#### *(A) General*

13.1 The City reserve the right to choose experts, liquidators, tracers, investigators, correspondent attorneys, Cost Consultants, Advocates and other service providers. The City will communicate its determination as to which service provider are to be engaged specifically or generally.

13.2 The fees of such service providers must be negotiated before the briefing / appointment is finalised.

13.3 The cost of the additional resources mentioned below will be reflected as disbursements on the Service Providers invoice and are not included in the hourly rate provided by the Service Provider.

13.4 Service Providers should be mindful of the need to curtail the costs of such appointments and therefore such appointments will only be approved by the City where the City deems same to be necessary in the circumstances.

13.5 If no written approval from the Group Head: Legal and Secretariat Services or duly authorised official is granted to the Service Provider for any appointed mentioned in this paragraph and the Service Provider continues nonetheless, the City will not in any way be responsible for the fees emanating from such unauthorised appointment.

#### *(B) Appointment of Legal Practitioner : Advocate*

- 13.6 Appointment of Legal Practitioner: Advocates will be done only on an “as and when required basis”.
- 13.7 The appointment of Legal Practitioner: Advocate is not permissible without prior written authorization from the City.
- 13.8 The employment of two or more Legal Practitioner: Advocates is not permissible without prior written from the City.
- 13.9 In the event the Services Provider is of the view that a Legal Practitioner: Advocate needs to be appointed in a specific matter, the Service Provider will as soon as is practicably possible provide the City with the names of at least three Legal Practitioners: Advocate as well as the hourly rate and daily rate of such Advocate.
- 13.10 No appointment of a Legal Practitioner: Advocate is permissible without the prior written consent by the Group Head: Legal and Secretariat Service, or duly authorised official. If no written authority is received from the Group Head: Legal and Secretariat Services, no counsel may be appointed. If any Legal Practitioner: Advocate is appointed without the written approval by the Group Head: Legal and Secretariat Service, or duly authorised official, the City will not be responsible for the payment of such Legal Practitioner: Advocate.
- 13.11 In the event that the Service Provider is of the opinion that a matter requires the attention of a Senior Counsel or two or more Advocates, a written motivation is required. This will then be assessed by Group Head: Legal and Secretariat Service, or duly authorised official.
- 13.12 Where both a Senior and Junior Advocate are properly instructed and appointed, the Junior Advocate can only levy a fee not exceeding half of that levied by the Senior Advocate.
- 13.13 A Legal Practitioner: Advocate, is not entitled to a collapse fee unless the Group Head: Legal and Secretariat Service, or duly authorised official has agreed to such collapse fee in writing.
- 13.14 On the day of trial, the appointed Legal Practitioner: Advocate, may not exceed the agreed daily fee.

*(C) Appointment of a Cost Consultant*

- 13.15 Cost Consultants are to be appointed by the Service Provider in a particular matter where the services of a Cost Consultant are required.
- 13.16 Cost Consultants are appointed by the tenderer following a consultation with the Group Head: Legal and Secretariat Services or duly authorised official, and the use of the cost consultant is at the City's sole discretion.
- 13.17 Any appointment of a cost consultant needs to be confirmed in writing by the Group Head: Legal and Secretariat Services, or duly authorised person. If not such prior written confirmation has been received, the City will not take responsibility for the cost associated with such appointment.

*(D) Expert Witnesses and Any Other Third Party*

- 13.18 Any other third party required for a particular matter will be appointed by the Service Provider after requesting such an appointment from the City, which request should include a detailed motivation for the need to appoint such an additional resource.

**14. LEGAL COSTS**

- 14.1 Under no circumstances may the Service Provider deal with any legal costs aspect, which includes all party and party bills, unless specifically instructed to do so in writing, by the Group Head: Legal and Secretariat Services or the duly authorized official.
- 14.2 All bills and/or notice of taxation so received must immediately be brought to the attention of the Group Head: Legal and Secretariat Services or the duly authorized official.

- 14.3 The Service Provider will attend to all taxation matters in litigation where it was involved, unless otherwise instructed: Provided however that if the Service Provider intends using the services of a tax bill consultant, prior written consent of the Group Head: Legal and Secretariat Services or the duly authorized official must be sought.

**15. PRO BONO TRAINING OF CITY OF TSHWANE OFFICIALS**

- 15.1 The Service Provider is required to, on an as and when required basis, to provide the City Officials with *pro bono* training and/or lectures.
- 15.2 The training and/or lectures must be presented by a Legal Practitioner with more than three years post admission experience.
- 15.3 This training will focus on key Legal areas to ensure capacity of the officials whilst executing their daily functions.
- 15.4 The training is to be provided should will cover various areas of law, including but not limited to the following:

15.4.1 Civil procedure (Rules of the High Court and Magistrates' Court);

15.4.2 Expropriation;

15.4.3 Procurement Supply Chain Law;

15.4.4 Administrative Law (focus on legislation affecting municipalities);

15.4.5 Governance;

15.4.6 Law of Contract;

15.4.7 Updates on latest Case Law.

15.5 The amount of time required will not exceed a total amount of four (4) hours per month per Service Provider.

15.6 The allocation of lectures will be on a rotational basis and the allocation of instructions to the Service Providers will play a key roll in allocating lectures to the Service Provider.

## **16. PROCEDURAL REQUIREMENTS AND DOCUMENTS**

16.1 Within 10 (ten) Days of Date of Signature of this Agreement, the Service Provider undertakes to deliver in writing to the City's Contact Person either by hand, or by e-mail, the following:

16.1.1 In respect of the Senior Legal Practitioner and each Director / Partner of the Service Provider:

- 16.1.1.1 Full names;
- 16.1.1.2 Professional qualifications;
- 16.1.1.3 Date of admission as an Attorney of the High Court;
- 16.1.1.4 Where applicable, date of admission as a Conveyancer of the High Court;
- 16.1.1.5 Does the Legal Practitioner have the right of Appearance in the High Court, and if yes, the Certificate Number;
- 16.1.1.6 Position with the Service Provider;
- 16.1.1.7 Cell Phone number; and
- 16.1.1.8 Email address.

16.1.2 In respect of each Legal Practitioner who will be rendering Service to the City on behalf of the Service Provider:

- 16.1.2.1 Full names;
- 16.1.2.2 Professional qualifications;
- 16.1.2.3 Date of admission as an Attorney of the High Court;
- 16.1.2.4 Where applicable, date of admission as a Conveyancer of the High Court;
- 16.1.2.5 Does the Legal Practitioner have the right of Appearance in the High Court, and if yes, the Certificate Number;
- 16.1.2.6 Position with the Service Provider;

16.1.2.7 Cell Phone number; and

16.1.2.8 Email address.

16.1.3 In respect of each Candidate Attorney who will be rendering Services to the City on behalf of the Service Provider:

16.1.3.1 Full names;

16.1.3.2 Professional qualifications;

16.1.3.3 Cell phone number; and

16.1.3.4 Email address.

16.2 In the event that the aforementioned contact details change (i.e the addition of a new Legal Practitioner to the team or the removal of a practitioner to the team) the Service Provider will inform the City's Contact Person within 14 days prior to the change of details.

16.3 The Service Provider hereby consents to and authorised the City to conduct criminal checks on the Service Provider and on each Senior Legal Practitioners / Directors / Partners, and Legal Practitioners and Candidate Attorneys of the Service Provider who will be rendering Services to the City.

16.4 The City reserves the right, based on information obtained from the criminal checks, to instruct the Service Provider that a Senior Legal Practitioner/ Director/Partner or Candidate Attorney may not continue to render Services to the City.

16.5 In the event of the Senior Legal Practitioner or any other Professional Person in the employ of the Service Provider leaving the Service Provider, the Service Provider shall notify the City's Contact Person in writing either by hand, or by e-mail, not less than 30 (thirty) Days prior to such person/s leaving the employ of the Service Provider.

16.6 Within 30 (thirty) days of Date of Signature of this Agreement, the Service Provider undertakes to deliver to the City's Contact Person, either by hand or by email, the following:

16.6.1 A recent Certificate of Good Standing issued by the Legal Practice Council in respect of all Legal Practitioners who will be working on the matters of the City; and

16.6.2 A valid Fidelity Fund Certificate issued by the Legal Practitioners Council in respect of the Service Provider.

16.7 On the annual anniversary of the Signature of this Agreement, and until the Contract is terminated either by the influxion of time or by earlier termination, or in the even that the Agreement is extended, the documents mentioned in paragraphs 16.6.1 and 16.6.2 should be provided to the City's Contact Person.

16.8 In the event that a new Legal Practitioner is added to the team who will be dealing with the matters, the documentation mentioned in paragraphs 16.6.1 and 16.6.2 should be provided to the City's Contact Person within a period of 30 days of such addition to the team who will be dealing with the matters of the City.

16.9 Where any of the documents referred to above are received via e-mail, the City reserves the right to call for inspection of the original of such document(s).

16.10

16.10.1 In the event that the Service Provider receives a Complaint from the Legal Practice Council in respect of any of the Legal Practitioners or Candidate Attorney ceased with the matters of the City by any other party, the Service Provider must inform the Contact Person of the City within a period of 14 days of such complaint and the nature of such a complaint.

16.10.2 The Contact Person of the City will assess the severity of the complaint and the possible impact it may have on the service

delivery to the City. This will be in conjunction with the relevant Director of the Service Provider;

16.10.3 If so required, Service Provider must keep the Contact Person of the City informed of the progress of such complaint, the outcome of such investigation by the Legal Practice Council and in the event that disciplinary steps were taken against the Legal Practitioner, the outcome of such disciplinary steps;

16.10.4 The information referred to above will be treated as confidential by the City's Contact Person and will only be discussed with the Divisional Head: Legal Counsel, Director: Legal Counsel and the Deputy: Director Legal Counsel if written permission is obtained from the director of the Service Provider;

16.10.5 The City reserves the right to request that an implied Legal Practitioner should ceased working with the matters of the City where it will be in the best interest of the City.

## **17. PRICE AND PAYMENT**

17.1 The City shall pay to the Service Provider the tariff as per the Item Description per hour as stated fully in the Appointment Letter attached herewith as Annexure "A" to this Agreement.

17.2 All payments under this Agreement shall be made by electronic fund transfer, upon receipt of valid and undisputed Tax Invoices and month-end statements together with the supporting documentation from the Service Provider, once the undisputed Tax Invoices or such portion of the Tax Invoices which are undisputed become due and payable.

17.3 All amounts and other sums payable in terms of this Agreement and Schedules hereto will be stipulated exclusive of VAT, unless expressly stated otherwise.

- 17.4 Unless otherwise provided in the Schedules, valid Tax Invoices shall be submitted together with a month-end statement. Payment against such month-end statement shall be made by the City within 30 (thirty) days after the date of receipt by the City of the Service Provider's statement together with the relevant valid and undisputed Tax Invoice(s) and supporting documentation, but in any event not later than 90 (ninety) days of receipt of such statement.
- 17.5 There shall be no interest levied on a Tax Invoice that is in dispute between the Parties.
- 17.6 The City shall pay the amount reflected on the Tax Invoice once the City's Contact Person has verified that the Services set out in a schedule have been rendered and the Tax Invoice amount has been approved by the City.
- 17.7 All payments shall be transferred, by the City to the Service Provider electronically into the Service Provider's bank account, the details of which are as follows:

**Bank:**

**Account type:**

**Account No:**

**Branch No:**

**Branch:**

- 17.8 Failure to comply with the clauses above may result in late payment of the total amount of an invoice by the Service Provider to the City. The City shall not be liable for any costs or damages suffered by the Service Provider as a result of such late payment.

## 18. RENDERING OF INVOICES

- 18.1 Invoices must be rendered to the City on a monthly basis, unless otherwise instructed by the City in respect of a particular matter.
- 18.2 Invoices must conform to the requirements of the City and the South African Revenue Services (SARS).
- 18.3 The invoices must:
- 18.3.1 Reflect the correct reference number of the City;
  - 18.3.2 be accompanied by the initial instruction letter by the City;
  - 18.3.3 where disbursements are claimed, be accompanied by the proof of such disbursement and the letter of approval of such disbursement;
  - 18.3.4 reflect itemised billing against the approved rate;
  - 18.3.5 all disbursements have to be itemised as well;
  - 18.3.6 be submitted on a company letterhead;
  - 18.3.7 Only one matter may be billed per invoice;
  - 18.3.8 Be addressed to the City's Contact Person;
  - 18.3.9 Be submitted via electronic mail to:  
[GLLSsubmissionofaccounts@tshwane.gov.za](mailto:GLLSsubmissionofaccounts@tshwane.gov.za).
- 18.4 Invoices may be submitted on any day within business hours, and it is not limited to one specific day of the week.
- 18.5 All services rendered for the month must be invoiced the same month. This includes the disbursements made provision for and as set out in clause 13 above.
- 18.6 At the end of the financial year, all statements of account for the services rendered within that financial year, inclusive of all disbursements incurred during the financial year, must be submitted at least 2 weeks prior to the end of the financial year of the City. Any late submission of the invoices and the disbursements must be accompanied by an explanation why the billing of the services done was not done within the relevant financial year.

## **19. SERVICE LEVELS**

19.1 The Service Provider recognises that the City has entered into this Agreement relying specifically on the Service Provider's representations regarding service levels including, *inter alia*:

19.1.1 Capacity allocations in accordance with the Service to be provided;

19.1.2 All work to be performed and Services rendered under this Agreement shall comply with industry norms and best practice acceptable within the Services industry and shall be executed by the Service Provider to the total satisfaction of the City.

19.2 The Service Provider shall provide suitably qualified and trained employees to provide the Services to the City in terms of this Agreement, and shall allocate, in its discretion employee resources in accordance with the technical skill and knowledge required, provided that any exercise of such discretion by the Service Provider shall not negatively impact on the provision of the Services by the Service Provider to the City, and shall allocate employees with the technical skill and knowledge onsite at the City at all times during normal working hours, if the City so requires.

19.3 The Service Provider may not become involved in any matter against the City or its Municipal entities or in any way prejudice the City's rights and interests.

19.4 Amongst others, the Service Provider shall comply with and provide the Services as set out in clause 8 above.

## **20. WITHHOLDING OF PERFORMANCE**

The Service Provider may not under any circumstances, including, without limitation, non-payment by the City, withhold any Services from the City during the currency of this Agreement, unless it validly terminates this Agreement in terms of clause 26 below.

## **21. PENALTY**

- 21.1 Should the Service Provider fail to comply with its obligations in terms of this Agreement, the City may:
  - 21.1.1 exercise its rights in terms of clause 32 below; alternatively
  - 21.1.2 impose a penalty on the Service Provider as stated in clause 21.4 below.
- 21.2 An election of any of the above by the City shall not mean that the City has waived any other rights which the City might have in law.
- 21.3 Should the City elect to impose a penalty on the Service Provider, the City shall provide the Service Provider with a written notice requiring the Service Provider to remedy the default within 7 (seven) days from the date of delivery of the notice.
- 21.4 Should the Service Provider fail to remedy the default within 7 (seven) days after receiving the notice, then the City shall be entitled, without prejudice to any alternative or additional right of action or remedy available to the City and without further notice, impose a penalty, which penalty shall be a deduction of 10% of the monies due for payment to the Service Provider in terms of clause 11 above.
- 21.5 Should there be a dispute as to whether the failure to comply with its obligations was caused by the City or was the Service Provider's fault such dispute shall be dealt with in accordance to clause 28 below.

## **22. ACCESS**

- 22.1 The City shall allow the Service Provider reasonable access to its premises, provided that:
  - 20.2.1 access is related to the Services to be provided by the Service Provider; and
  - 20.2.2 The Service Provider adheres to all rules, regulations and instructions applicable at the City's premises.
- 22.2 The Service Provider is required to notify the City's contact Person of all employees who are to provide Services at the Service Areas.

- 22.3 The City shall grant the Service Provider and/or its employees, referred in clause 22.2 above, access to its premises to perform its obligations in terms of this Agreement.
- 22.4 The Service Provider and its employees shall at all time when entering the premises and/or Service Areas of the City comply with all rules, laws, regulations and policies of the City.

## **23. SERVICE PROVIDER'S WARRANTIES AND INDEMNITIES**

### **23.1 Service Warranties**

23.1.1 The Service Provider warrants that in relation to each Service provided in terms of this Agreement:

- 23.1.1.1 That it has full capacity and authority to enter into and perform this Agreement, and that this Agreement is executed by duly authorised representatives of the Service Provider;
- 23.1.1.2 it possesses or has access to the requisite knowledge, skill and experience to provide the Services in an expert manner;
- 23.1.1.3 it will discharge its obligations under this Agreement and any Annexure, Appendix or Schedule hereto with all due skill, care and diligence;
- 23.1.1.4 that all work performed and Services rendered under this Agreement shall comply with prevailing practice, standards and specifications within the industry;
- 23.1.1.5 it will be solely responsible for the payment of remuneration and associated benefits, if any, of its employees and for withholding and remitting income tax for its employees in conformance with any applicable laws and regulations;
- 23.1.1.6 that the use or possession by the City of any materials will not subject the City to any claim for infringement of any Intellectual Property Rights of any third party;

- 23.1.1.7 that it will perform the Services with promptness and diligence and in a skilful manner in accordance with the practices and professional standards;
- 23.1.1.8 that the Services will in all aspects comply with industry norms and best practice to the satisfaction of the City with regards to materials and workmanship;
- 23.1.1.9 that it will use and adopt any standards, processes and procedures required under this Agreement;
- 23.1.1.10 that it shall employ suitably qualified and trained employees to provide the Services to the City and it shall allocate employees in accordance with their technical skill and knowledge required;
- 23.1.1.11 It will ensure that all applicable laws are observed;
- 23.1.1.12 That no litigation, arbitration or administrative proceedings are pending or threatened against the Service Provider which would have an adverse effect upon its financial condition or business, nor its ability to perform its obligations under this Agreement;

## **23.2 Indemnity**

23.2.1 The Service Provider hereby indemnifies the City against any claim which may be brought against the City by the Service Provider's personnel or a third party arising from the execution of this Agreement alternatively which arises against the City as a result of the Service Provider's breach of any of the provisions of this Agreement, provided that the City shall notify the Service Provider in writing within a reasonable time, and in any event not less than 14 (fourteen) Business days of the City becoming aware of any such claim to enable the Service Provider to take steps to contest it and shall provide the Service Provider with such reasonable assistance as may be necessary to enable the Service Provider to defend the claim to the extent only that it is in a position to render such assistance. The Service Provider may, within 5 (five) Business Days of receipt of written notice from the City aforesaid, elect in writing to contest such a claim in the name of the City and shall be

entitled to control the proceedings in regard thereto, provided that the Service Provider indemnifies the City against all and any costs (including attorney and own client costs) which may be incurred by or awarded against the City as a consequence of the defence of the claim.

## **24. SERVICE PROVIDER'S PERSONNEL**

### **24.1 Liability for Criminal Acts of Employees**

The Service Provider shall be liable to the City for any loss that the City or any third party may suffer as a result of any theft, fraud or other criminal act of any employee of the Service Provider which arises within the course and scope of such employees' employment with the Service Provider.

### **24.2 Character of Employees**

24.2.1 Due to the confidential nature of certain aspects of the Services and the position of trust which the Service Provider's employees will fulfil, the Service Provider hereby undertakes to use its best commercial endeavours to ensure that it only assigns to the City employees who are fit and proper persons and who display the highest standards of personal integrity and honesty and who have not, to their knowledge, being convicted of any crime.

24.2.2 The Service Provider shall, at its own cost, conduct all reasonable background checks into members of its employees prior to utilizing same to provide the Services in terms of this Agreement.

24.2.3 The City shall conduct all reasonable background checks into the Service Provider's employees from time to time, where it deems it necessary to do so.

## **25. STATUTORY AND EMPLOYMENT ISSUES**

### **24.1 General**

- 25.1 The Service Provider shall comply with all employment legislation.
- 25.2 The Service Provider warrants that it has full knowledge of all relevant statutory, collective and other stipulations applicable to the relationship with its personnel and its relationship with the City. This includes, but is not limited to, the Labour Relations Act, the Basic Conditions of Employment Act, 1977, the Employment Equity Act, 1998 and any other applicable employment legislation currently in force.
- 25.3 The Service Provider warrants further that it is not and will not in future be in contravention of any of the provisions of any such legislation and in the event of such contravention, the Service Provider shall immediately take all steps to remedy such contravention. If the City advises the Service Provider of any contravention of such legislation in writing, the Service Provider shall, within 10 (ten) days after receipt of such notice, take all steps necessary to remedy such contravention and shall keep the City informed regarding the steps taken and the implementation and the result thereof.

### **24.1 No employment**

The Service Provider warrants that none of its personnel shall be regarded as employees of the City. The Service Provider shall assist to defend and bear all costs in the event that the City is required to defend a claim, whether civil or employment related, instituted against it by the Service Provider's personnel should the City defend the matter, the Service Provider hereby indemnifies the City against all and any costs (including attorney and own client costs) which may be incurred by or awarded against the City as a consequence of the defence of the claim.

### **24.2 Occupational Health and Safety Act, 1993**

The Service Provider shall be responsible for ensuring compliance with all the provisions of the Occupational Health and Safety Act, 1993 and it indemnifies the City against any claim which may arise in respect of such Act by its personnel against the City.

## 25 SUB-CONTRACTING

The Service Provider may not under any circumstances Subcontract any work and or Services allocated in terms of this Agreement to any Third Party unless if it is an approved Appointment as stated in clause 12 and 13 above.

## 26 CONFIDENTIALITY

- 26.1 The Service Provider acknowledge that all information relating to the City confidential business and technical information, data, documents or other information necessary or useful for the carrying on by the City of its business which shall include, but shall not be limited to operating procedures, quality control procedures, approximate operation personnel requirements, descriptions and trade names and trademarks, know how, techniques, technology, information relating to clients, customers, suppliers, relevant authorities, copyright, trade secrets and all goodwill relating to the business and any other intellectual property rights, technical data and documents in whole or in part, used by the City in respect of its business; (“**Confidential Information**”), shall remain confidential and shall not be made known unless the City has given written consent to do so.
- 26.2 The information provided by the City in the context of this Agreement is Confidential Information and the Service Provider shall take all reasonable measures to keep the information confidential and will only use the information for the purpose for which it was provided.
- 26.3 The Service Provider undertakes to not disclose any such Confidential Information. However, there will be no obligation of confidentiality or restriction on use where:
- 26.3.1 the information is publicly available, or becomes publicly available otherwise than by action of the receiving Party; or
  - 26.3.2 the information was already known to the receiving Party (as evidenced by its written records) prior to its receipt under this or any previous agreement between the Parties or their affiliates; or
  - 26.3.3 The information was received from a third Party not in breach of an obligation of confidentiality.

## **27 INTELLECTUAL PROPERTY RIGHTS**

- 27.1 All Intellectual Property Rights of the Service Provider and/or third party vest in the Service Provider and/or third party, as appropriate.
- 27.2 All rights in the City name and logo remain the absolute property of the City.
- 27.3 The Service Provider warrants that no aspect of the Services provided in terms thereof will infringe any Patent, Design, Copyright, Trade Mark or trade secret or other proprietary right of any third party.
- 27.4 The Service Provider shall promptly notify the City, in writing, of any infringement or apparent or threatened infringement or any circumstances which may potentially give rise to an infringement, or any actions, claims or demands in relation to any Intellectual Property Rights.
- 27.5 In the event the City becomes aware of any such infringement, the Service Provider shall, at its cost, defend the City against any claim that the Services infringe any such third party Intellectual Property Rights, provided that the City gives notice to the Service Provider of such claim and the Service Provider controls the defence thereof. The Service Provider further indemnifies the City against, and undertakes that it will pay all costs, damages and attorney fees, if any, finally awarded against the City in any action which is attributable to such claim and will reimburse the City with all costs reasonably incurred by the City in connection with any such action.
- 27.6 Should any claim be made against the City by any third party in terms of clause 27.1 above, the City shall give the Service Provider written notice thereof within 3 (three) days of becoming aware of such claim to enable the Service Provider to take steps to contest it.
- 27.7 Should any third party succeed in its claim for the infringement of any third party proprietary rights, the Service Provider shall, at its discretion and within 30 (thirty) days of the Services having been found to infringe, at its own cost:
- 27.7.1 obtain for the City the right to continue using the subject of infringement or the parts thereof which constitute the infringement; or
- 27.7.2 replace the subject of infringement or the parts thereof which constitute the infringement with another product or service which does not infringe and which is materially similar to the subject of infringement;  
or

27.7.3 alter the subject of infringement in such a way as to render it non-infringing while still in all respects operating in substantially the same manner as the subject of infringement; or

27.7.4 withdraw the subject of infringement.

## **28 FORCE MAJEURE**

28.1 If Force Majeure causes delays in or failure or partial failure of performance by a Party of all or any of its obligations hereunder, this Agreement shall be suspended for the period agreed in writing between the Parties.

28.2 In the event of circumstances arising which the other Party believes that it constitutes a Force Majeure (“the Affected Party”) then such Affected Party shall send, within 5 (five) days from the interrupting circumstances, a written notice of the interrupting circumstances specifying the nature and date of commencement of the interrupting event to the other Party. The Parties shall agree, in writing, to suspend the implementation of this Agreement for a specific period (“Agreed Period”).

28.3 In the event that both Parties reasonably believe that the Affected Party shall be unable to continue to perform its obligations after the Agreed Period, then either Party shall be entitled to terminate this Agreement without further notice to the other Party.

28.4 The Party whose performance is interrupted by the interrupting circumstances shall be entitled, provided that such party shall give notice to that effect with a written notice of the interrupting circumstances as provided above, to extend the period of this Agreement by a period equal to the time that its performance is so prevented.

## **29 CESSION**

The Service Provider shall not be entitled to cede or assign or transfer in any other way and/or alienate its rights and obligations in terms of this Agreement to any third Party.

## **30 CHANGE OF CONTROL / CIRCUMSTANCE**

30.1 The Service Provider shall notify the City, in writing, of any change in the Service Provider’s shareholding or membership or any change in the Service Provider’s

subsidiary companies or holding or its affiliates such change shall be considered a material change in the constitution and identity of the Service Provider. The City may terminate this Agreement upon becoming aware of such material change.

30.2 The Parties agree that should there be a change as envisaged in clause 30.1 above, the Service Provider will no longer exist and a new third party/entity shall have been constituted. In this regard, such third party shall not be entitled to inherit any of the Service Provider's rights and obligations in terms of this Agreement.

30.3 The Service Provider shall further notify the City of any material changes or circumstance which might have led the City to appoint the Service Provider to Provide the Services. In the event that any material change or circumstance occurs and the Service Provider fails to inform the City of such a change or circumstance, the Service Provider shall be deemed to have breached a material term of this Agreement and the City shall be entitled to cancel the Agreement on 1 (one) month's prior written notice.

## **31 HANDOVER PROCESS (BY EFFLUXION OF TIME)**

### *(A) General*

31.1 Four (4) months prior to the expiry of this Agreement by the effluxion of time the City's Contact Person shall deliver to the Service Provider in writing, a Notice of Handover advising the Service Provider to start to prepare all matters not finalized in its possession for the hand over process.

31.2 The Service Provider waives any and all rights of retention over documents in respect of any work done by it on behalf of the City.

31.3 During the period referred to in clause 31.1 above the City reserve the right to issue or not to issue any further new instructions to the Service Provider.

### *(B) Procedure on Receipt of Notice of Hand Over*

31.4 Immediately on a Notice of Handover being given by the City the Service Provider shall commence preparations for handover of the unfinalised files.

31.5 The Service Provider shall within 10 (ten) Days of Notice of Handover provide the City's Contact Person where the claim(s) are being handled, with a list of

matters on which trial dates have been allocated. This list shall be in Microsoft Excel format and shall contain *inter alia* the following information:

- 31.5.1 Case/matter details;
- 31.5.2 Case Number (if applicable);
- 31.5.3 Court;
- 31.5.4 Trial / Court Dates (Current and previous);
- 31.5.5 Copy of full content of office file.
- 31.6 Within 15 (fifteen) Days of Notice of Hand Over, the Service Provider shall provide the City's Contact Person where the claim(s) are being handled, with a list of all unfinalized matters in the Service Provider's possession. This list shall be in Microsoft Excel format and shall contain the following information:
  - 31.6.1 Claim number;
  - 31.6.2 Claimant's initials and surname;
  - 31.6.3 Claimant's attorney details;
  - 31.6.4 Court where matter is pending;
  - 31.6.5 Case number;
  - 31.6.6 Trial date (if applicable);
  - 31.6.7 Amount claimed;
  - 31.6.8 Status of Claim;
  - 31.6.9 Previous Trial Dates (if any);
  - 31.6.10 Estimate of Service Provider's outstanding fees.
- 31.7 Within 60 (sixty) Days of Notice of Hand Over, and subsequent to the delivery of all unfinalised files to the City by the Service Provider in terms of clause 31.6 and 31.8, the City shall prepare, serve and file the Notices of Withdrawal as Attorneys of Record for all unfinalised matters in the Service Provider's possession which shall be delivered to the City's Contact Person offices and signed for by the City's Contact Person.

- 31.8 Within 60 (sixty) Days of Notice of Hand Over, the City shall make copies of the files of all unfinalised matters in the Service Provider's possession. The original files shall be delivered by hand to the City to the City's Contact Person offices. The files shall be accompanied by:
- 31.8.1 a list of all matters handed over, similar in form to the list referred to in clause 31.6 above; and
- 31.8.2 a written confirmation by the Senior Legal Practitioner that all unfinalised files have been handed over, and that no documents or files have been withheld.
- 31.9 The Service Provider shall prepare and deliver an **Assessment Report** for each file handed over to the City in terms of clause 31.8 above, which shall contain the following:
- 31.9.1.1 opinion on merits;
- 31.9.1.2 areas of disputes;
- 31.9.1.3 stage of pleadings;
- 31.9.1.4 current status; and
- 31.9.1.5 recommendations.
- 31.10 The Service Provider shall within Five (5) Days of delivery of the files in terms of clause 31.8 above, provide the City's Contact Person with the copy of the list of all matters handed over and confirmation that that all copies of Notices of Withdrawal as Attorneys of Record have been delivered to the City's Contact Person.
- 31.11 The Service Provider shall at the time when it delivers the files as stated in clause 31.8 above provide to the City's Contact Person a consolidated statement of account for all outstanding fees due to the Service Provider as at the date of termination.
- 31.12 The Service Provider acknowledges that the City will instruct a new Panel of Attorneys to deal with the unfinalised files. For this purpose, the Service Provider undertakes to co-operate fully with the City and the newly appointed Panel of Attorney in order to facilitate the smooth hand over of the files, and to minimise the risk to the City.

## **32 BREACH**

32.1 Should either Party commits a breach of any term of this Agreement (“the Defaulting Party”) then the affected party (“Aggrieved Party”) shall be entitled to inform the Defaulting Party in writing to remedy such failure or default within 5 (five) Business Days and should the Defaulting Party fail to remedy the breach within 5 (five) Business Days after receipt of the notice the so Aggrieved Party shall be entitled, without prejudice to any of its rights under this Agreement or law to:

32.1.1 immediately terminate this Agreement without giving written notice and claim damages (which shall include legal costs on an attorney/client scale); or

32.1.2 request specific performance and claim damages (which shall include legal costs on an attorney/client scale); or

32.1.3 impose penalties as provided for in clause 21 above.

## **33 EARLY TERMINATION**

The City shall have the right to terminate this Agreement by giving 90 (ninety) days’ notice in writing to the Service Provider of its intention to terminate the Agreement.

## **34 DISPUTES**

34.1 Save for clause 32 above or any other clause in this Agreement which provides for its own remedy, should any dispute arise between the Parties in respect of or pursuant to this Agreement, including, without limiting the generality of the foregoing, any dispute relating to:

34.1.1 the interpretation of the Agreement;

34.1.2 the performance of any of the terms of the Agreement;

34.1.3 any of the parties' rights and obligations;

34.1.4 any procedure to be followed;

34.1.5 the termination or cancellation or breach of this Agreement; or

- 34.1.6 the rectification or repudiation of this Agreement; then any Party may give the other Party written Party written notice of such dispute, in which event the provisions below shall apply.
- 34.2 Within 7 (seven) days of the declaration of such dispute, the Parties representatives or their nominated persons shall meet in the spirit of goodwill and endeavour to resolve the dispute, failing which (and without prejudice to any other alternative dispute resolution to which the Parties may agree, either prior to or concurrently with arbitration) the provisions of clause 34 shall apply.
- 34.3 If the Parties are unable to resolve the dispute within 14 (fourteen) days of the notice of the dispute (or such longer period as they may have agreed to in writing), then either Party may, on written notice to the other Party, require that the dispute be submitted to and decided by arbitration, in terms of the Arbitration Act, 42 of 1965 of South Africa (“the Arbitration Act”).
- 34.4 The arbitration shall be held under the provisions of the Arbitration Act provided that the arbitration shall be:
- 34.4.1 at any place which the Parties agree, in writing, to be mutually convenient;
- 34.4.2 in accordance with such formalities and/or procedures as may be settled by the arbitrator and may be held in an informal and summary manner, on the basis that it shall not be necessary to observe or carry out the usual formalities of procedure, pleadings and/or discovery or respect rules of evidence.
- 34.5 If the arbitration is:
- 34.5.1 a legal matter, then the arbitrator shall be a practicing advocate or a practicing attorney of not less than 10 (ten) years' standing;
- 34.5.2 an accounting matter, then the arbitrator shall be a practicing chartered accountant of not less than 10 (ten) years' standing; and
- 34.5.3 any other matter, then the arbitrator shall be any independent person agreed upon between the parties.
- 34.6 Should the Parties fail to agree on an arbitrator within 14 (fourteen) days after the arbitration has been demanded, then the arbitrator shall be nominated at the request of either of the Parties, by the president/chairperson for the Arbitration Foundation of South Africa (AFSA).

- 34.7 Should the Parties fail to agree whether the dispute is of a legal, accounting or other nature within 7 (seven) days after the arbitration has been demanded, then it shall be deemed to be a dispute of a legal nature.
- 34.8 The arbitrator may:
- 34.8.1 investigate or cause to be investigated any matter, fact or thing which he considers necessary or desirable in connection with the dispute and for that purpose, shall have the widest powers of investigating all documents and records of any party having a bearing on the dispute;
- 34.8.2 interview and question under oath the parties of any of their representatives;
- 34.8.3 decide the dispute according to what he considers just and equitable in the circumstances; and
- 34.8.4 make such award, including an award for specific performance, damages or otherwise, as he in his discretion may deem fit and appropriate. The arbitration shall be held as quickly as possible after it is requested, with a view to it being completed within 30 (thirty) days after it has been so requested.
- 34.9 The arbitrator's decision and award shall be in writing with reasons and shall be final and binding upon the Parties.
- 34.10 The arbitrators award may, on application by either Party to a court of competent jurisdiction and after due notice is given to the other Party, be made an order of court.
- 34.11 Notwithstanding the provisions of clauses 34.1, 34.2, 34.3, 34.4, 34.5, 34.6 and 34.7 above, in the event of either Party having a claim against the other Party for a liquidated amount or an amount which arises from a liquid documents, or for an interdict or other urgent relief, then the other Party having such a claim shall be entitled to institute action therefore in a court of law rather than in terms of the above clauses, notwithstanding the fact that the other Party may dispute the claim.
- 34.12 The provisions of this clause 34 are severable from the rest of this Agreement and shall remain in effect even where this Agreement is terminated or cancelled for any reason.

## **35 LAWS AND JURISDICTION**

- 35.1 This Agreement shall be governed by and interpreted according to the Law of the Republic of South Africa.
- 35.2 Each Party submits to the exclusive jurisdiction of the South African courts in respect of any matter arising from or in connection with this Agreement including its termination. Each Party further consents to the jurisdiction of the High Court of South Africa (North Gauteng High Court (Pretoria)).

## **36 NOTICES AND COMMUNICATIONS**

- 36.1 The Parties choose as their respective *domicilium citandi et executandi* (hereinafter referred to as the “*domicilium*”) and for the delivery of any notices arising out of the Agreement or its termination or cancellation, whether in respect of court process, notices or other documents or communications of whatsoever nature (including the exercise of any option), the address set out below:

### **36.1.1 THE CITY:**

Office of the City Manager  
Block D, 2<sup>nd</sup> Floor  
Tshwane House  
320 Madiba Street  
Pretoria  
P O Box 6338  
Pretoria, 0001.

Fax:

**Attention: Adv Nadine Erasmus**

**Cell: 082 304 4114**

**Email: [NadineE@tshwane.gov.za](mailto:NadineE@tshwane.gov.za)**

### **36.1.2 THE SERVICE PROVIDER:**

**Attention :**

**Cell phone:**

**Telephone:**

**Fax:**

**Email:**

- 36.2 Party shall be entitled from time to time, by written notice to the other Party, to vary its *domicilium* to any other address which is not a Post Office Box or a Poste Restante.
- 36.3 Any notice given and any payment made by any Party to another Party (hereinafter referred to as “the addressee”) which:
- 36.3.1 is delivered by hand during normal business hours of the addressee at the addressee’s *domicilium*, shall be deemed, until the contrary is proved by the addressee, to have been received by the addressee at the time of delivery;
- 36.3.2 is posted by prepaid registered post to the addressee at the addressee’s *domicilium* shall be deemed, until the contrary is proved by the addressee, to have been received on the 7<sup>th</sup> (seventh) day after the date of posting;
- 36.3.3 is sent by email or facsimile machine shall be deemed, until the contrary is proven by the addressee, to have been received within 1 (one) hour of transmission where it is transmitted during business hours of the receiving instrument and at noon on the following business day (excluding Saturdays) where it is transmitted outside such business hours.
- 36.4 Any notice or communication required or permitted in terms of this Agreement shall be valid and effective only if in writing but it shall be competent to give notice by facsimile.
- 36.5 Notwithstanding anything to the contrary in this Agreement a notice or communication actually received by one Party shall be an adequate notice or communication notwithstanding that it was not sent to or delivered at the chosen *domicilium citandi et executandi*.

## **37 GENERAL AND MISCELLANEOUS**

### **37.1 SOLE RECORD OF AGREEMENT**

This Agreement constitutes the sole record of the agreement between the parties with regard to the subject matter hereof. No party shall be bound by any express or implied term, representation, warranty, promise or the like not recorded herein.

**37.2 NO AMENDMENT EXCEPT IN WRITING**

No addition to, variation of, or agreed cancellation of, this Agreement shall be of any force or effect unless in writing and signed by or on behalf of the parties. Any alleged waiver of this requirement must itself be reduced to writing and signed by the relevant party to be of any effect.

**37.2 WAIVERS**

No relaxation or indulgence which any party may grant to any other shall constitute a waiver of the rights of that party and shall not preclude that party from exercising any rights which may have arisen in the past or which might arise in future.

**37.3 SURVIVAL OF OBLIGATIONS**

Any provision of this Agreement which contemplates performance or observance subsequent to any termination or expiration of this Agreement shall survive any termination or expiration of this Agreement and continue in full force and effect.

**37.4 APPROVALS AND CONSENTS**

An approval or consent given by a party under this Agreement shall only be valid if in writing and shall not relieve the other party from responsibility for complying with the requirements of this Agreement nor shall it be construed as a waiver of any rights under this Agreement except as and to the extent otherwise expressly provided in such approval or consent, or elsewhere in this Agreement. Any alleged waiver of the requirement that the approval or consent must be in writing must itself be reduced to writing and signed by the relevant party to be of any effect.

**38 EXECUTION**

38.1 This Agreement may be executed in several counterparts, which shall each be deemed an original, but all of which shall constitute one and the same instrument. A facsimile shall constitute a valid counterpart for all purposes hereunder.

38.2 The signatories to this Agreement by their signature warrant their authority to enter into this Agreement and the capacity of their principal, if signing in a representative capacity, to enter into this Agreement.

Signed at PRETORIA on this ..... day of ..... 2026.

.....

**ADV NADINE ERASMUS**

**Group Head: Group Legal & Secretariat Services**

For and on behalf of the **CITY OF TSHWANE**

**METROPOLITAN MUNICIPALITY**, and duly authorised thereto.

Witnesses

1. ....

2. ....

Signed at ..... on this ..... day of ..... 2026

.....

**Director**

For and on behalf of

and duly authorised thereto.

Witnesses

1. ....

2. ....