

# GEORGE MUNICIPALITY



**BID DOCUMENT NUMBER: BA096 OF 2023**

**TENDER FOR RENDERING OF PROFESSIONAL LEGAL SERVICES AND ANCILLARY SERVICES UNTIL 30 JUNE 2026.**

ENQUIRIES: MS MARÍ MÜLLER / MR WARREN MULLER  
YORK STREET  
GEORGE  
(044) 801 9076 / 9072

ISSUED BY:  
THE CITY COUNCIL  
MUNICIPALITY OF GEORGE  
P O BOX 19  
GEORGE  
6530

## SUMMARY FOR TENDER OPENING PURPOSES

NAME OF BIDDER: .....

SUPPLIER DATABASE NO.: MAAA .....

TOTAL PRICE (INCLUDING VAT)	<b>VARIOUS</b>
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### PREFERENCES CLAIMED FOR:

B-BBEE Status Level of Contributor:	
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Preference Points Claimed:	
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**B-BBEE certificates submitted with the tender document MUST be VALID ORIGINAL B-BBEE CERTIFICATES or VALID CERTIFIED COPIES OF THE B-BBEE CERTIFICATES**

**TENDER CLOSES AT 12H00 ON WEDNESDAY, 31 JANUARY 2024**

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### **BIDDER CONTACT DETAILS**

This information shall be used for any correspondence or contact with the bidder.

Please indicate whether you want to receive any correspondence via e-mail or send to your postal address by registered mail.

Name of Bidding Company: .....		<b>Mark choice of correspondence with X</b>
Postal Address:	..... ..... ..... ..... Postal Code: .....	
E-mail Address:	.....	
Telephone Number:	.....	
Cellular Number:	.....	
Facsimile Number:	.....	

## **GEORGE MUNICIPALITY / GEORGE MUNISIPALITEIT** **TENDER NUMBER / NOMMER: BA096/2023**

Tenders are hereby invited for the **Rendering of Professional Legal Services and Ancillary Services until 30 June 2026.**

Completed tenders in a sealed envelope, clearly marked:

**Tender No. BA096/2023** must be placed in the tender box at the George Municipality on the First Floor, Directorate: Financial Services, Supply Chain Management, Civic Centre, York Street, George by no later than **12:00 on Wednesday, 31 January 2024**. Tenders will be opened on the same day in the Committee Room at 12:05. Late or unmarked tenders will not be considered. No posted tenders or tenders per fax or e-mail will be accepted.

Tender documents are available at a non refundable deposit of R267-95 each from the Supply Chain Management Unit, First Floor, Civic Centre, York Street, George.

Tender documents are available on the George Municipality's website: [www.george.gov.za](http://www.george.gov.za), free of charge.

Tenders will be evaluated and awarded as follows :

- a) Categories of Law: Nr 1 - 3 and 7 will be evaluated on pre-qualification (Stage 1);
- b) Categories of Law: Nr 4 - 6 will be evaluated on pre-qualification (Stage 1) and Price, Preference and Specific Goals (Stage 3);
- c) Category of Law: Nr 8 will be evaluated on pre-qualification (Stage 1), Functionality (Stage 2) and Price, Preference and Specific Goals (Stage 3).

### Stage 1: Pre-Qualification

In the pre-qualification phase bidders will be screened for compliance with the bid specifications applicable to each category of service (essential requirements – see each respective category of law), as well as submission of compulsory documentation.

### Stage 2: Functionality

Only tenders scoring a minimum of 75 out of 100 points in stage 2 will be further considered for evaluation in stage 3 (Only applicable to Debt Collection, Nr 8).

### Stage 3: Price, B-BBEE Status and Specific Goals

Tenders will be evaluated and adjudication in terms of the Preferential Procurement Policy Framework Act (Act 5 of 2000) Regulations 2022; the George Municipality's Supply Chain Management Policy as well as the George Municipality's Preferential Procurement Policy, where 80 points will be scored for price and 20 points for B-BBEE status and Specific Goals (Only applicable to Conveyancing and Notarial Registrations, Nr 4; Conveyancing Services: State subsidized housing schemes, Nr 5; Conveyancing

Tenders word hiermee ingewag vir die **Lewering van Professionele Regsdienste en Verwante Dienste tot 30 Junie 2026.**

Voltooide tenders in 'n verseëde koevert, duidelik gemerk:

**Tender Nr. BA096/2023** moet voor **Woensdag, 31 Januarie 2024** om **12:00** in die tender bus by die George Munisipaliteit op die Eerste Vloer, Direkoraat: Finansiële Dienste, Voorsieningskanaal Bestuursenheid, Burgesentrum, Yorkstraat, George geplaas word. Tenders sal om 12:05 dieselfde dag in die Komiteekamer oopgemaak word. Laat of ongemerkte tenders sal nie oorweeg word nie. Geen tenders per pos, faks of e-pos sal aanvaar word nie.

Tender dokumente is verkrygbaar teen 'n R267-95 nie-terugbetaalbare deposito elk by die Voorsieningskanaalbestuur Eenheid op die Eerste Vloer, Burgesentrum, Yorkstraat, George.

Tender dokumente is gratis op die George Munisipaliteit se webblad beskikbaar: [www.george.gov.za](http://www.george.gov.za).

Tenders sal as volg ge-evalueer en toegeken word:

- a) Kategorieë van Wetgewing: No 1 - 3 en 7 sal ge-evalueer word op Voorafbepaalde kriteria (Fase 1);
- b) Kategorieë van Wetgewing: No 4 - 6 sal ge-evalueer word op Voorafbepaalde kriteria (Fase 1) en Prys, B-BBEE Status en Spesifieke Doelwitte (Fase 3);
- c) Kategorie van Wetgewing: No 8 sal ge-evalueer word op Voorafbepaalde kriteria (Fase 1), Funksionaliteit (Fase 2) en Prys, B-BBEE Status en Spesifieke Doelwitte (Fase 3).

### Fase 1: Voorafbepaalde kriteria

In die voorafbepaalde kriteria sal tenderaars gekeur word op die voldoening met die spesifikasies wat van toepassing is op elke kategorie van dienste (noodsaaklike vereistes – sien elke onderskeie area van wetgewing), sowel as die inhandiging van verpligte dokumentasie.

### Fase 2: Funksionaliteit

Slegs tenderaars wat 'n minimum van 75 uit 100 punte behaal in fase 2, sal verder vir evaluering in fase 3 oorweeg word (Slegs van toepassing op Invordering, No 8).

### Fase 3: Prys, B-BBEE Status en Spesifieke Doelwitte

Tenders sal ge-evalueer en toegeken word in terme van die Wet op die Raamwerk vir Voorkeurverkrygingsbeleid (Wet 5 van 2000) Regulasies 2022; die George Munisipaliteit se Voorsieningskanaalbestuursbeleid sowel die George Munisipaliteit se Voorkeurverkrygingsbeleid, waar 80 punte ten opsigte van die prys en 20 punte ten opsigte van B-BBEE status en Spesifieke Doelwitte toegeken sal word (Slegs van toepassing op Aktebesorging en Notariële Registrasies, No 4;

Services: Old scheme properties, Nr 6 and Debt Collection, Nr 8).

Aktebesorging Dienste : Staatsgesubsidieerde Behuisingskemas, No 5; Aktebesorging Dienste: Ou Skema Eiendomme, No 6 en Invordering, No 8).

For more information, contact the relevant person for each category of law:

Vir verdere inligting, kontak die relevante persoon vir elke kategorie van wetgewing:

1. General Legal Advisory Services (Ms Marí Müller/ Mr Warren Muller, 044 801 9076);
2. Drafting of By-laws and Policies (Ms Marí Müller/ Mr Warren Muller, 044 801 9076);
3. Specialist Practitioners (Ms Marí Müller/ Mr Warren Muller, 044 801 9076);
4. Conveyancing and Notarial Registrations (Mr Donald Gelderbloem, 044 801 9073);
5. Conveyancing services: State Subsidised housing Schemes (Ms Willene Darries, 044 801 3261 );
6. Conveyancing Services: Old Scheme Properties (Ms Willene Darries, 044 801 3261 );
7. Investigations in terms of the Code of Conduct for Councillors (Ms Marí Müller/ Mr Warren Muller, 044 801 9076);
8. Debt Collection (Mr Renaldo Coetzee, 044 801 9030).

1. Algemene Regsadvies Dienste (Me Marí Müller/ Mnr Warren Muller, 044 801 9076);
2. Opstel van Verordeninge en Beleide (Me Marí Müller/ Mnr Warren Muller, 044 801 9076);
3. Spesialis Praktisyns (Me Marí Müller/ Mnr Warren Muller, 044 801 9076);
4. Aktebesorging en Notariële Registrasies (Mnr Donald Gelderbloem, 044 801 9073);
5. Aktebesorging Dienste : Staatsgesubsidieerde Behuisingskemas (Me Willene Darries, 044 3261);
6. Aktebesorging Dienste: Ou Skema Eiendomme (Me Willene Darries, 044 3261);
7. Ondersoeke in terme van die Gedragskode vir Raadslede (Me Marí Müller/ Mnr Warren Muller, 044 801 9076);
8. Invordering (Mnr Renaldo Coetzee, 044 801 9030).

The Municipality reserves the right to withdraw any invitation to tender and/or to readvertise or to reject any tender or to accept a part of it. The Municipality is not bound to accept the lowest or any tender.

Die Munisipaliteit behou die reg voor om enige versoek vir 'n tender terug te trek en/of te her-adverteer of enige tender te verwerp of gedeeltelik te aanvaar. Die Munisipaliteit is nie daartoe gebind om die laagste of enige tender te aanvaar nie.

A TCS PIN for bidders' tax compliance information must be submitted with the tender document.

'n "TCS PIN" vir tenderaars se belastingnakomingsinligting moet ingesluit wees by die tender dokument.

It will be required from the successful bidder to register on the Central Supplier Database (CSD).

Dit sal van die suksesvolle tenderaar verwag word om op die Sentrale Verskaffersdatabasis (SVD) te registreer.

**DR M GRATZ  
MUNICIPAL MANAGER  
GEORGE MUNICIPALITY  
GEORGE  
6530**

**DR M GRATZ  
MUNISIPALE BESTUURDER  
GEORGE MUNISIPALITEIT  
GEORGE  
6530**

## INVITATION TO BID

**YOU ARE HEREBY INVITED TO BID FOR THE RENDERING OF PROFESSIONAL LEGAL SERVICES AND ANCILLARY SERVICES UNTIL 30 JUNE 2026.**

BID NUMBER: BA096/2023

CLOSING DATE: 31 JANUARY 2024

CLOSING TIME: 12:00

BID DOCUMENTS MUST BE DEPOSITED IN THE TENDER BOX SITUATED AT:

Supply Chain Management Unit  
The Civic Centre (1<sup>st</sup> Floor)  
York Street  
GEORGE

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

The bid box is open from 07:45 until 16:30, 5 days a week. Bids must be submitted on the Official Forms (NOT TO BE RE-TYPED).

**B-BBEE certificates submitted with the tender documents MUST be a VALID ORIGINAL B-BBEE CERTIFICATE or VALID CERTIFIED COPY OF THE B-BBEE CERTIFICATE.**

In the case of a Trust, Consortium or Joint Venture, they will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.

This Bid is subject to the General Conditions of Contract (GCC) and, if applicable, any other Special Conditions of Contract.

This Bid will be evaluated and adjudicated according to the following criteria:

1. Relevant specifications;
2. Value for money;
3. Capacity to execute the contract;
4. PPPFA Regulations 2022.

**NB: NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, PROVINCIAL GOVERNMENT OR MUNICIPALITY.**

**DETAILS OF TENDERER**

Name of firm / entity / enterprise	
Trading as (if different from above)	
Postal address	Postal Code _____
Physical address	
Contact Details of the <b>Person Signing the Tender:</b>	Name: _____ Telephone: (____) _____ Fax: (____) _____ Cellular Number: _____ E-mail address: _____
Contact Details of the <b>Senior Manager Responsible for Overseeing Contract Performance:</b>	Name: _____ Telephone: (____) _____ Fax: (____) _____ Cellular Number: _____ E-mail address: _____
Contact Details of <b>Person Responsible for Accounts / Invoices:</b>	Name: _____ Telephone: (____) _____ Fax: (____) _____ Cellular Number: _____ E-mail address: _____

**DETAILS OF TENDERING ENTITY'S BANK**

I/We hereby authorize the Employer/Client to approach all or any of the following bank/s for the purposes of obtaining a financial reference:

<b>DESCRIPTION OF BANK DETAIL</b>	<b>BANK DETAILS APPLICABLE TO TENDERER'S HEAD OFFICE</b>
Name of bank	
Branch name	
Branch code	
Name of Account Holder	
Account number	
Type of Account	

Signature of Tenderer: \_\_\_\_\_

Date: \_\_\_\_\_



## THE RESOLUTION TAKEN BY THE BOARD OF DIRECTORS / MEMBERS / PARTNERS

**RESOLUTION** of a meeting of the Board of Directors / Members / Partners of

\_\_\_\_\_  
NAME OF TENDERER

Held at \_\_\_\_\_ on \_\_\_\_\_  
(Place) (Date)

**RESOLVED THAT:**

1. The enterprise submits a Tender to the George Municipality in respect of the following:

**TENDER NUMBER: BA096/2023  
RENDERING OF PROFESSIONAL LEGAL SERVICES AND ANCILLARY  
SERVICES UNTIL 30 JUNE 2026**

2. Mr/Mrs/Ms

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

and who will sign as follows: \_\_\_\_\_  
(SPECIMAN SIGNATURE)

be, and is hereby, authorized to sign the Tender and any and all other documents and/or correspondence in connection with and relating to the Tender, as well as to sign any contract, and or all documentation resulting from the award of the Tender to the enterprise mentioned above.

Note: The resolution **must be signed by all the directors or members / partners** of the bidding enterprise. Should the space provided below not be sufficient for all the directors to sign, please provide a separate sheet in the same format below.

	Name	Capacity	Signature
1			
2			
3			
4			
5			
6			

## THE RESOLUTION TAKEN BY THE BOARD OF DIRECTORS OF A CONSORTIUM OR JOINT VENTURE

**RESOLUTION** of a meeting of the Board of Directors / Members / Partners of

\_\_\_\_\_  
NAME OF TENDERER

Held at \_\_\_\_\_ on \_\_\_\_\_  
(Place) (Date)

**RESOLVED THAT:**

1. The enterprise submits a Tender to the George Municipality in respect of the following:

**TENDER NUMBER: BA096/ 2023  
RENDERING OF PROFESSIONAL LEGAL SERVICES AND ANCILLARY  
SERVICES UNTIL 30 JUNE 2026**

(list all the legally correct full names and registration numbers, if applicable, of the Enterprises forming the Consortium / Joint Venture):

\_\_\_\_\_  
and

\_\_\_\_\_  
and

2. Mr/Mrs/Ms \_\_\_\_\_

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

and who will sign as follows: \_\_\_\_\_  
(SPECIMAN SIGNATURE)

be, and is hereby, authorized to sign the Tender and any and all other documents and/or correspondence in connection with and relating to the Tender, as well as to sign any contract, and or all documentation resulting from the award of the Tender to the **Consortium / Joint Venture** enterprise mentioned above.

3. The enterprise in the form of a consortium or joint venture accept jointly and several liability with parties under item 1 above for the fulfillment of the obligations of the joint venture deriving from, and in any way connected with the contract to be entered into with the George Municipality in respect of the project described above under item 1.
4. The **Consortium / Joint Venture** enterprise chooses as its domicilium citandi et executandi for all purposes arising from this joint venture agreement and contract with the George Municipality in respect of the project under item 1:

(Physical Address)

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Note: The resolution **must be signed by all the directors or members / partners** of the bidding enterprise. Should the space provided below not be sufficient for all the directors to sign, please provide a separate sheet in the same format below.

	Name	Capacity	Signature
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			

## JOINT VENTURE

Only to be completed if applicable

<b>Name of Joint Venture:</b>	
<b>Names of Each Enterprise:</b>	
(1) Name and Address of Enterprise:	
(2) Name and Address of Enterprise:	
(3) Name and Address of Enterprise:	
Has an original valid Tax Clearance Certificate been submitted for each enterprise?	YES <input type="checkbox"/> NO <input type="checkbox"/>
CIDB Registration Number(s), if any:	

**Submit your Joint Venture Agreement together with this annexure. If no Joint Venture Agreement is submitted, your tender will be disqualified.**

SIGNED ON BEHALF OF JOINT VENTURE \_\_\_\_\_

**SCHEDULE OF SUB-CONTRACTORS**

The Bidder shall list below the sub-contractors he/she proposes to employ for part(s) of the works/goods/services.

***If any or all of the sub-contractor/s listed hereunder are not approved subsequent to acceptance of the Tender, it shall in no way invalidate the Tender or the Contract, and the Tendered unit rates for the respective items of work shall remain final and binding even if a sub-contractor/s not listed below is approved by the Employer.***

<b>Sub-Contractor's Name</b>	<b>Work Activities to be undertaken by the Sub-contractor/s</b>	<b>Work Recently Executed by Sub-contractor/s</b>

## **TENDER SPECIFICATIONS**

### **TERMS OF REFERENCE: TENDER BA 096 /2023: LEGAL SERVICES AND ANCILLARY SERVICES**

#### **1. NATURE OF SERVICES REQUIRED**

Tenders are hereby invited from suitably qualified and experienced law firms employing admitted attorneys, duly qualified individuals, and institutions other than law firms as provided in this tender to tender for the rendering of professional legal and ancillary services to George Municipality as required from time to time for a period of 3 (three) financial years ending 30 June 2026.

The Municipality intends to establish a panel of attorneys, duly qualified individuals, and institutions other than law firms comprising 8 (eight) areas/categories of law to render legal advisory and ancillary services in respect of the various categories of service as set out herein. Instructions for the rendering of legal services under areas of law 3.1, 3.2, 3.3, and 3.7 will be issued when required from time to time. No assurance is given that any service provider on the panels will receive instructions during the term of contract.

Areas of law 3.1 - 3 and 3.7 will be evaluated and adjudicated on pre-qualification (eligibility); Areas of law 3.4 - 6 will be evaluated and adjudicated on pre-qualification (eligibility) and price; and Area of law 3.8 will be evaluated and adjudicated in three stages as provided in this tender.

The terms of reference as set out below, must be complied with.

The Municipality reserves the right to appoint any other service provider and is not bound by any appointment in terms of this tender should specialist services be required not provided for in this tender document.

#### **2. CONTRACT DURATION**

The envisaged commencement date for the required services is from date of final award except as where indicated otherwise. This is a multi-year tender; hence, the tender will run over 3 (three) financial years, ending June 2026, broken down as follows:

- i. Year 1 (2023/24) - Date of award until 30 June 2024;
- ii. Year 2 (2024/25) - 1 July 2024 until 30 June 2025; and
- iii. Year 3 (2025/26) - 1 July 2025 until 30 June 2026.

The tender rates must be fixed from date of award until 30 June 2026. Matters envisaged not to be finalised by the end of the contract term should be finalised within a maximum period of 12 (twelve) months thereafter on the

same terms and conditions of this tender. The 12 (twelve) month period may only be extended upon the service provider submitting adequate written reasons / a motivation to the Municipality at the latest on 30 December 2025 for consideration, who will in its sole discretion grant permission for an extension, in accordance with prescribed supply chain procedures.

### 3. SCOPE OF SERVICES REQUIRED

Services required are divided into the following 8 (eight) areas of law, each with its own subcategories, specifications and requirements as per par. 3.1 to 3.8 below. All areas of law include services related to Magistrate and Higher Courts litigation as well as other dispute resolution as and when required. It is important to note that areas of law 3.1 - 3.3 and 3.7 will only be evaluated in terms of stage one, being Pre-qualification (Eligibility) and tenderers will be registered on the Municipal Panel of attorneys for these areas of law.

The scope of services for areas 3.4 – 6 and 3.8 is indicated under the respective headings.

#### 3.1 General legal advisory services

##### 3.1.1 Particulars of services required.

General legal services are required in the following categories of service:

- 3.1.1.1 Public and Municipal Law;
- 3.1.1.2 Town Planning; Environmental and Property Law;
- 3.1.1.3 Building/Building Control/Construction Law;
- 3.1.1.4 Labour Law *inter alia* Local Government collective agreement matters;
- 3.1.1.5 Supply Chain Management;
- 3.1.1.6 Commercial Law;
- 3.1.1.7 Intellectual Property;
- 3.1.1.8 Eviction Services (P.I.E and ESTA); and
- 3.1.1.9 Insurance Law.

In respect of **Eviction Services**, it is to be noted that:

The Municipality require services of law firms who have extensive capacity and experience of eviction matters. In these matters the Municipality is either one of the respondents for the purposes of emergency housing provision in a matter between two private parties or an applicant for the eviction of an occupant from municipal property. The services *inter alia* entail:

- (a) Facilitating prescribed engagements between the municipality and other parties;
- (b) General litigation;
- (c) Tendering court appearances on behalf of the municipality as and when necessary;

- (d) Assisting with the preparation of housing reports to court;
- (e) Appointing of mediators or suitable senior counsel for High Court matters;
- (f) Assisting the Municipality in interviewing respondents in municipal eviction matters;
- (g) Other services relating to eviction matters as required depending on the circumstances of each case.
- (h) In view of the nature of this service, it is essential that the appointed service providers must be well informed of the detail regarding the Municipality's housing policies and housing projects. In view hereof as well as for continuity and practical considerations, the following objective criteria will apply to this category of work in terms of Section 2(1)(f) of the Preferential Procurement Policy Framework Act (Act 5/2000).

*Only bidders that have good knowledge of George Municipality's emergency housing provision programme and rendered this service to George Municipality or other local authority, will be considered for appointment to the panel for this category of work.*

In respect of **Insurance Law**, it is to be noted that:

The Municipality require services of law firms who have extensive capacity and experience of insurance law matters. More specifically in these matters the interests of the Municipality is to be protected when contracting with successful bidders where the bidder is to provide guarantees and insurance as per the applicable contract. Note that this section does not apply to those matters for which the Municipality's Insurer appoints its own legal representative to attend to matters where claims are instituted.

The service *inter alia* entails:

- a) Ensuring that guarantees, insurance policy schedules and other relevant documents meet the requirements as set out in the tender document and SLA entered into with bidders.
- b) Facilitating engagements between the municipality and other parties.
- c) Other services relating to these matters as required depending on the circumstances of each matter.
- d) In view of the nature of this service, it is essential that the appointed service providers must be well informed of industry norms, engineering contracts and the interaction thereof with insurance policies. In view hereof as well as for continuity and practical considerations, the following objective criteria will apply to this category of work in terms of Section 2(1)(f) of the Preferential Procurement Policy Framework Act (Act 5/2000).

*Only bidders that have good knowledge of the above insurance matters that practice in such field and rendered this service to George Municipality or other local authority, will be considered for appointment to the panel for this category of work.*



### 3.1.2 Essential requirements for this category of service

- 3.1.2.1 Only suitably qualified and experienced law firms employing admitted attorneys with relevant experience in the above categories of service will be considered.
- 3.1.2.2 A panel of service providers for each of the categories of service will be established.
- 3.1.2.3 Bidders are required to submit a memorandum setting out the qualifications, capacity and experience of each leading legal practitioner in a law firm who offers services in respect of any one or more of the above categories of service. See Annexure A hereof.
- 3.1.2.4 Bidders are also required to submit at least 3 (three) independent Bidder References. See Annexure B hereof. (These references should be submitted with the tender document on the closing date and time of tender).
- 3.1.2.5 Only qualified attorneys with manned local offices will be considered for this service. Bidders are to note the content of paragraph 4.28 in this regard.

### 3.2 **Drafting of By-laws and Policies**

Please note that it is not a requirement for these practitioners to have manned operational offices in George, nor is it a requirement that these practitioners must have a legal background, although it will be an advantage.

#### 3.2.1 Particulars of services required (scope of service).

The appointed service provider is to provide the following services:

Services are required from service provider:

- a) to evaluate, revise and either amend or re-write (where applicable) the current by-laws and/or policies and to ensure that these by-laws and/or policies comply with the requirements of the Constitution, with specific reference to Section 152 of the Constitution, as well as all other applicable legislation, including the Consumer Protection Act, 2008;
- b) draft new by-laws and/ or policies;
- c) to liaise/consult with the directorates concerned regarded the respective by-laws and/or policies;
- d) to submit reports to the necessary authority for approval of draft by-laws and/or policies;
- e) to workshop with council and senior management for approval of draft by-laws and/or policies;
- f) to consult, where necessary, with relevant role-players identified by the Municipality (e.g. the Department of Justice, public prosecution officials and the South African Police Services), in an attempt to ensure effective law enforcement in terms of revised by-laws;

- g) to effect possible amendments to draft by-laws (and/or policies) after the public participation process;
- h) to provide final by-laws in electronic format, in both English and Afrikaans;
- i) to compile fine schedules for new and revised by-laws and to obtain approval thereof by the relevant magistrates in the George municipal region in terms of section 57(5) of the Criminal Procedure Act, 1977;
- j) to conduct the training of relevant staff members on the content of amended by-laws and fine schedules and policies;
- k) to assist the municipal administration in ensuring that the Municipal Code is amended/updated in accordance with instructions given under this section.

### 3.2.2 Essential requirements for this category of service

3.2.2.1 Only duly qualified individuals, law firms or institutions other than law firms as provided in this tender with relevant experience in drafting by-laws and policies will be considered for this category.

3.2.2.2 Bidders are required to submit a memorandum setting out the qualifications, capacity and experience offering this service in respect of the above service. See Annexure A hereof.

3.2.2.3 Bidders are also required to submit at least 3 (three) independent Bidder References. See Annexure B hereof. (These references should be submitted with the tender document on the closing date and time of tender).

### 3.3 **Specialist Practitioners**

Please note that it is not a requirement for these practitioners to have manned operational offices in George, nor is it a requirement that these practitioners must have a legal background, although it will be an advantage.

#### 3.3.1 Legal Services

Scope of Services: Services are required from specialist practitioners/institutions or law firms specialising in public and municipal law, municipal investigation services; Human Resources / Labour Law; Procurement law; environmental law; commercial law, as well as other areas with the focus on highly sensitive and confidential matters pertaining for instance to investigations into allegations of misconduct levelled at municipal staff. Also, to conduct investigations into auditor general findings, fraud and corruption reported to Council and other internal reporting mechanisms as and when required.

Firms with the prescribed knowledge and experience as prescribed above, are invited to register on the Panel.

### 3.3.2 Essential requirements for this category of service

3.3.2.1 Only duly qualified individuals, law firms or institutions other than law firms as provided in this tender with relevant experience in the above fields of expertise will be considered for this category.

3.3.2.2 Bidders are required to submit a memorandum setting out the qualifications, capacity and experience offering this service in respect of the above service. See Annexure A hereof.

3.3.2.3 Bidders are also required to submit at least 3 (three) independent Bidder References. See Annexure B hereof. (These references should be submitted with the tender document on the closing date and time of tender).

### 3.3.3 Forensic Services

Scope of Services: Specialist Forensic Auditors and Forensic Investigators must be enrolled with a Professional Registered Body and must produce written prove of their enrolment. Service providers should demonstrate experience and expertise in conducting and managing forensic investigations at either private or public sector institutions. The allocated team/s must collectively possess the expertise to conduct investigations/ forensic investigations. Also, to conduct investigations into auditor general findings, fraud and corruption reported to Council and other internal reporting mechanisms as and when required.

The following services will inter alia be required from service providers:

- a) To act as an independent suitably qualified and experienced service provider to conduct investigations.
- b) Liaise with the Office of the Municipal Manager, Internal Audit, Risk Management and Legal and Compliance Services in order to co-ordinate activities and processes.
- c) Identify instances of non – compliance with laws and legislation, policies and procedures as well as instances of fraud and corruption.
- d) Write and present comprehensive report(s) with appropriate findings, conclusions and recommendations based on the evidence gathered and present these to appropriate forums. This includes progress reporting on matters when requested (at no cost).
- e) Include route-cause analysis and advise the Municipality of recommended course of action relating to remediation of control weaknesses that led to the potential fraud / mismanagement.
- f) In instances where irregularities or misconduct has been confirmed, recommend the appropriate course of action to be instituted by the Municipality.
- g) Provide support in subsequent disciplinary processes – e.g., as witness leading evidence in disciplinary processes.
- h) Attend meetings as required by the Municipality (at no cost).

### 3.3.4 Essential requirements for this category of service

3.3.4.1 Only duly qualified individuals, law firms or institutions other than law firms as

provided in this tender with relevant experience in the above fields of expertise will be considered for this category.

3.3.4.2 Bidders are required to submit a memorandum setting out the qualifications, capacity and experience offering this service in respect of the above service. Bidders are to indicate their fee structure in line with their registered professional body. See Annexure A hereof.

3.3.4.3 Bidders are also required to submit at least 3 (three) independent Bidder References. See Annexure B hereof. (These references should be submitted with the tender document on the closing date and time of tender).

3.3.4.4 Proof of/ documents confirming registration with a professional body should be submitted, thus Professional affiliation/membership – Association for Certified Fraud Examiners (ACFE)/ Institute for Commercial Fraud Practitioners (ICFP) Membership or an equivalent relevant Forensics Regulatory body. Either of the following will be accepted:

- a) Confirmation of the individual's membership with ACFE/ICFP, on the ACFE/ICFP letterhead, or equivalent body; or
- b) A copy of the individual's Membership Certificate from the ACFE/ICFP, or equivalent regulatory body.

#### **3.4 Conveyancing and Notarial Registrations:**

##### **3.4.1 Particulars of services required (scope of service)**

Services are required in respect of all aspects of property law and conveyancing *inter alia* from preparation and signing of deeds/agreements, negotiation of final terms of the deeds/agreements, up to and including the registration of transfer of land and land rights (notarial registrations) in the Deeds Office as well as bond cancellations, replacement of title deeds and other registrations and / or applications necessary and or incidental to the transfer of property (ies). Transactions include the sale, acquisition (by agreement, expropriation or vesting transports) of land by the Municipality as well as the lease/use of property. Unless otherwise indicated, the purchaser will be responsible for all costs related to the relevant transactions.

The Municipality is involved in property transactions ranging from basic lease and sale transactions to advanced transactions such as expropriation and complicated commercial/industrial transactions. The latter transactions often include a range of planning, environmental and other development related legislative requirements. Conveyancers should have a good understanding of such legislation. Only qualified conveyancers who have experience of more advanced property transactions of the aforesaid nature will be considered for such transfers.

The Municipality will appoint only 1 (one) qualified conveyancer and 1 (one) qualified notary firm of attorneys to render conveyancing and notary services under the area of Conveyancing and Notarial Registrations as undertaken by the Municipality. The second highest bidder will be appointed as an alternative qualified conveyancer and notary firm of attorneys in case the highest bidder does not perform in accordance with the terms and conditions

of the appointment.

NB: This category of service excludes conveyancing services in respect of State subsidized housing schemes (see par 3.5 below) and old housing schemes (see par 3.6 below).

### 3.4.2 Essential requirements for this category of service

- 3.4.2.1 The Pricing Schedule (Annexure C) must be completed in respect of the conveyancer/s and notary in the bidding law firm offering a service.
- 3.4.2.2 Only qualified conveyancers and notaries with manned local offices will be considered for this service. Bidders are to note the content of paragraph 4.28 in this regard.
- 3.4.2.3 A certificate/documents confirming admittance as a conveyancer and/or notary.
- 3.4.2.4 Bidders are required to submit a memorandum setting out the qualifications, capacity and experience of each leading legal practitioner for the above services required, i.e., conveyancer and notary in a law firm who offers services in this category of service See Annexure A hereof.
- 3.4.2.5 Bidders are also required to submit at least 3 (three) independent Bidder References. See Annexure B hereof. (These references should be submitted with the tender document on the closing date and time of tender).

## 3.5 **Conveyancing services: State subsidized housing schemes**

### 3.5.1 Particulars of service required (scope of service)

This category calls for bids for the rendering of conveyancing services in respect of the transfer of housing units in State subsidized housing schemes. The Municipality intends to appoint only 1 (one) qualified conveyancer firm of attorneys to render conveyancing services in subsidized housing projects as undertaken by the Municipality. The second highest bidder will be appointed as an alternative qualified conveyancer firm of attorneys in case the highest bidder does not perform in accordance with the terms and conditions of the appointment.

This service is required as and when State subsidized housing projects throughout George are initiated.

The service entails the transferring of individual erven in the name of the purchasers/beneficiaries and amongst others include the following:-

- 3.5.1.1 the drafting as well as signing of transfer documents, if needed. Signing will take place on a group basis (if possible, otherwise individually) at a venue to be arranged by the Municipality;
- 3.5.1.2 the signing of Deeds of Sale on behalf of the Municipality if needed, for which the required Power of Attorney will be provided;
- 3.5.1.3 application for and obtaining of rates clearance certificates at the local municipal authority;

- 3.5.1.4 application for and obtaining of Transfer Duty Certificate / Exemption from Receiver of Revenue (SARS);
- 3.5.1.5 lodging of individual transfer documents at the Deeds Office for the registration of the individual transfers of the erven in the name of the purchaser(s);
- 3.5.1.6 All Title Deeds must be delivered to the Municipality (Ms Willene Daries, Manager: Property Manager) for issuing to the newly registered owners; and
- 3.5.1.7 Deed of sale, duly signed by the purchasers, will be forwarded to the appointed attorney of the relevant individual transaction (unless the attorney is requested to attend to this in terms of paragraph 3.5.1.1 above). Administrative assistance will also be provided by the Municipal Housing Section for the signing of the transfer documents.

Monthly progress reports must be submitted to the Municipality in respect of the transfer processes in each housing project. (See par 3 below).

Transfers in state subsidised housing schemes are funded from housing project funding as allocated by the provincial government. Pre-determined conveyancing fees as amended from time to time by the provincial government, will apply. The maximum fee currently amounts to **R1,209.00 per transfer (VAT included)**. Note that this fee is subject to change by the Provincial government from time to time and will be adjusted accordingly to these changes. This fee is also not subject to any escalations. All other work related to a housing project, other than those listed above, **will be at fixed fees** (see Par 7 hereof) which must be billed separately.

### 3.5.2 Essential requirements for this service

- 3.5.2.1 Only bidders who offer to perform this service at a fee up to the pre-determined maximum fee as determined from time to time, will be considered for the panel.
- 3.5.2.2 The Pricing Schedule (Annexure D) must be completed in respect of the conveyancer/s in the bidding law firm offering a service.
- 3.5.2.3 Only qualified conveyancers with manned local offices will be considered for this service. Bidders are to note the content of paragraph 4.28 in this regard.
- 3.5.2.4 A certificate/documents confirming admittance as a conveyancer.
- 3.5.2.5 Conveyancers must have at least one staff member dedicated to low-cost housing project transfers.
- 3.5.2.6 Bidders are required to submit a memorandum setting out the qualifications, capacity and experience of each leading legal practitioner for the above services required, i.e., conveyancer in a law firm who offers services in this category of service. See Annexure A hereof.
- 3.5.2.7 Bidders are also required to submit at least 3 (three) independent Bidder References. See Annexure B hereof. (These references should be submitted with the tender document on the closing date and time of tender).

### **3.6 Conveyancing services: Old scheme properties**

#### **3.6.1 Particulars of service required**

This category calls for bids for the rendering of conveyancing services in respect of the transfer of housing units in old scheme properties, thus all other scheme properties not falling under subsidized housing projects as undertaken by the Municipality (see paragraph 3.5 above). The Municipality intends to appoint only 1 (one) qualified conveyancer firm of attorneys to render conveyancing services in old housing scheme properties. The second highest bidder will be appointed as an alternative qualified conveyancer firm of attorneys in case the highest bidder does not perform in accordance with the terms and conditions of the appointment.

This service is required as and when the need throughout George is established to transfer old scheme properties.

The service entails the transferring of individual erven in the name of the purchasers/beneficiaries and amongst others include the following:-

- 3.6.1.1 the drafting as well as signing of transfer documents if needed. Signing will take place on a group basis (if possible, otherwise individually) at a venue to be arranged by the Municipality;
- 3.6.1.2 the signing of Deeds of Sale on behalf of the Municipality if needed, for which the required Power of Attorney will be provided;
- 3.6.1.3 application for and obtaining of rates clearance certificates at the local municipal authority;
- 3.6.1.4 application for and obtaining of Transfer Duty Certificate / Exemption from Receiver of Revenue (SARS)
- 3.6.1.5 lodging of individual transfer documents at the Deeds Office for the registration of the individual transfers of the erven in the name of the purchaser(s);
- 3.6.1.6 All Title Deeds must be delivered to the Municipality (Ms Willene Daries, Manager: Property Management) for issuing to the newly registered owners; and
- 3.6.1.7 Deed of sale, duly signed by the purchasers, will be forwarded to the appointed attorney of the relevant individual transaction (unless the attorney is requested to attend to this in terms of paragraph 3.6.1.1 above). Administrative assistance will also be provided by the Municipal Housing Section for the signing of the transfer documents.

Monthly progress reports must be submitted to the Municipality in respect of the transfer processes in each housing project. (See par 3 below).

Transfers of old scheme properties in old housing schemes are funded from funding as allocated by the provincial government. Pre-determined conveyancing fees as amended from time to time by the

provincial government, will apply. The maximum fee currently amounts to **R2,000.00 per transfer (VAT included)**. Note that this fee is subject to change by the Provincial government from time to time and will be adjusted accordingly to these changes. This fee is also not subject to any escalations. All other work related to a housing project, other than those listed above, **will be at fixed fees** (see Par 7 hereof) which must be billed separately.

### 3.6.2 Essential requirements for this service

- 3.6.2.1 Only bidders who offer to perform this service at a fee up to the pre-determined maximum fee as determined from time to time, will be considered for the panel.
- 3.6.2.2 The Pricing Schedule (Annexure E) must be completed in respect of the conveyancer/s in the bidding law firm offering a service.
- 3.6.2.3 Only qualified conveyancers with manned local offices will be considered for this service. Bidders are to note the content of paragraph 4.28 in this regard.
- 3.6.2.4 A certificate/documents confirming admittance as a conveyancer.
- 3.6.2.5 Conveyancers must have at least one staff member dedicated to low-cost housing project transfers.
- 3.6.2.6 Bidders are required to submit a memorandum setting out the qualifications, capacity and experience of each leading legal practitioner for the above services required, i.e., conveyancer in a law firm who offers services in this category of service. See Annexure A hereof.
- 3.6.2.7 Bidders are also required to submit at least 3 (three) independent Bidder References. See Annexure B hereof. (These references should be submitted with the tender document on the closing date and time of tender).

## 3.7 **Investigations in terms of Code of Conduct for Councillors**

### 3.7.1 Particulars of service required

The Municipality requires the services law firms with relevant experience in this category of service, to undertake investigations in terms of the Code of Conduct for Councillors as and when required by the Speaker. After investigation it may be required to act as initiator at hearings for councillors and to assist the chairperson of the Disciplinary Committee to prepare a report with findings to Council for consideration.

### 3.7.2 Essential requirements for this category of service

- 3.7.2.1 Only suitably qualified and experienced law firms employing admitted attorneys with relevant experience in investigating transgressions in terms of the Code of Conduct for Councillors and initiator services will be considered.
- 3.7.2.2 Bidders are required to submit a memorandum setting out the qualifications, capacity and experience of each leading legal practitioner in



a law firm who offers services in respect of any one or more of the above categories of service. See Annexure A hereof.

3.7.2.3 Bidders are also required to submit at least 3 (three) independent Bidder References. See Annexure B hereof. (These references should be submitted with the tender document on the closing date and time of tender).

3.7.2.4 Only qualified attorneys with manned local offices will be considered for this service. Bidders are to note the content of paragraph 4.28 in this regard.

### **3.8 Debt Collection**

#### **3.8.1 Particulars of service required (scope of services)**

This service will only start operating when the current tender FIN008/2021 Debt Collection Litigation comes to an end on 31 October 2024. Bidders' attention is also drawn to the operation of the tender FIN 006/ 2022 Credit Control and Indigent Management System. Copies hereof can be obtained from Mr Renaldo Coetzee, the Deputy Director: Financial Operations. This tender will only apply to new matters after the awarding thereof. The existing service provider will continue with all matters which have been handed over prior to the current tender coming to an end.

George Municipality has an approved Credit Control and Debt Collection Policy and By-law and may in terms thereof and read with other legislation, embark on its own debt collection actions, thus exhausting any internal measures before taking legal action against debtors.

The Municipality requires the services of an attorney to perform debt collection services, to ensure that monies due and payable to the Municipality are duly collected and to provide legal assistance in incidental matters. These services, amongst others, include the following:

3.8.1.1 SMS/WhatsApp (phone); Telephone calls, Correspondence (e.g., email or letter), Letter of Demand, Summons, Judgments, Credit Listing, Attachment, Court Appearance; and Sale in Execution.

3.8.1.2 Investigation of municipal data and documentation which is required to institute legal action against debtors.

3.8.1.3 Do own investigation on properties when necessary.

3.8.1.4 Representing the Municipality in court, as part of the debt collection process.

3.8.1.5 Taking the necessary action against debtors placed under administration or debt review and act on behalf of the Municipality in business rescue and liquidation matters and in executions where the Municipality has a vested interest.

3.8.1.6 The ability to trace debtors as part of the collection process, provided

that this service is supplied on a 'no trace no charge' basis.

- 3.8.1.7 The successful tenderer will be required to assist with the interpretation and implementation of relevant current, new or amended legislation, as and when required and therefore should have sound knowledge, experience and a proven success record in litigation and debt collection.
- 3.8.1.8 The successful tenderer must assess and report to the Municipality on the prospects and cost effectiveness of the recovery of debt.
- 3.8.1.9 The successful tenderer must prepare monthly progress reports on each debt handed over, confirming debtor and property inspection physically, as well as any other necessary reporting aspects as may be required by the Municipality, which will have to be provided electronically on a prescribed Excel Worksheet to the Municipality (at no cost to the Municipality or debtor). This report must be discussed with the Municipality at weekly feedback meetings (without charge).
- 3.8.1.10 All monies collected (payments received) on behalf of the Municipality must be received on the municipal financial system and paid in directly to the Municipality's primary bank account. Note that a remote login to the municipal financial system and any other system that may be required to perform the required to function as outlined in this section will be provided by the Municipality. The municipal computer infrastructure is virtual running on Azure. For queries regarding the IT requirements of this section, Mr Renaldo Coetzee, the Deputy Director: Financial Operations can be contacted.
- 3.8.1.11 The successful tenderer must provide a reconciliation and deposit reports to the Municipality.
- 3.8.1.12 Any other debt collection related matter at the sole discretion of the Municipality.
- 3.8.1.13 The successful tenderer must have the necessary infrastructure and have sufficient experience in the effective handling of bulk debt collection for large institutional clients.
- 3.8.1.14 The successful tenderer must have adequate staff with the necessary skills and relevant experience acceptable to the Municipality, and capacity to perform duties.
- 3.8.1.15 The successful tenderer must conduct its business during the business hours of the Municipality and must be easily accessible to debtors and municipal staff.
- 3.8.1.16 The successful tenderer must operate an acceptable electronic process when providing the following:
  - 3.8.1.16.1 Submission of all costs incurred and all payments received from debtors;
  - 3.8.1.16.2 The creation of a payment and fees file in a predetermined electronic format.
  - 3.8.1.16.3 The successful tenderer must prepare monthly progress reports on each debt handed over and on the highest debtors, which will have to be provided electronically in

the format as prescribed by the Municipality.

The data required will inter alia be as follows:

- a) Executive summary of matters handed over for collection.
- b) Amounts collected for the month
- c) Amount paid to attorney: month, 3rd party paid, litigation, VAT total
- d) Number of files and total active accounts at month end, total;
- e) Number of files and total accounts settled and closed for the month ended total;
- f) Actions instituted and judgments taken (sub – regulation 3(1)(e) for the month ended)
- g) A full detailed report on the status of the accounts with the High Value Arrear Debtors
- h) List of accounts under query.

3.8.1.17 All monies collected on behalf of the Municipality must be paid over to the Municipality as per 3.8.1.10 and no payments shall be set – off against any monies due by the Municipality to the tenderer.

3.8.1.18 The successful tenderer must appoint and pay an independent auditor, to audit, on an annual basis, to ensure that all payments received on behalf of the Municipality have been paid over to the Municipality on a monthly basis. The right to request an audit report at any time at no cost to the Municipality is reserved.

3.8.1.19 Any other matter at the sole discretion of the Municipality.

The Municipality also reserves the right to request the collection of debt for a specified category according to the debt amount outstanding, which collection will be remunerated on a commission based on the success rate of the service provider.

It is the intention of the Municipality to award this section only to 1 (one) service provider from whom legal services (debt collection) will be required. The second highest bidder will be appointed as an alternative service provider in case the highest bidder does not perform in accordance with the terms and conditions of the appointment.

### 3.8.2 Essential requirements for this category of service

3.8.2.1 Only admitted attorneys with the capacity to deliver this service with experienced staff and proven debt collection experience for large institutional clients will be considered.

3.8.2.2 The Pricing Schedule (Annexure F) must be completed.

3.8.2.3 Only attorneys with manned local offices will be considered for this service. Bidders are to note the content of paragraph 4.28 in this regard.

3.8.2.4 Bidders are required to submit a memorandum setting out the qualifications, capacity and experience of each leading legal practitioner for the above services required. See Annexure A hereof.

3.8.2.5 Bidders are also required to submit at least 3 (three) independent Bidder References. See Annexure B hereof. (These references should be submitted with the tender document on the closing date and time of tender).

**FUNCTIONALITY**

- (a) Tenders will be evaluated on the functionality criteria as set out below. Bidders that score less than **75 points out of 100 points** for these criteria will be regarded as non-responsive and will not be evaluated on price, B-BBEE and Locality. Unclear, vague, fragmented or incomplete information provided will result in no points being allocated.
- (b) Bidders must ensure that relevant information is submitted. If information is not submitted, no points will be awarded.
- (c) No information or documentary proof will be requested after closure of the tender, relating to tender functionality.
- (d) The following criteria will be used to calculate points for the functionality of tenders and bidders should ensure that they submit all information in order to be pre-evaluated on the criteria mentioned below:

	<b>CRITERION</b>	<b>MAXIMUM POINTS</b>
1.	Qualified Admitted Attorneys	<b>30</b>
2.	Attorneys Experience	<b>30</b>
3.	Debt Collection Personnel	<b>20</b>
4.	Plant, Equipment, Tools & Machinery	<b>20</b>
<b>TOTAL</b>		<b>100</b>

Functionality criterion are further divided as follows and points will be awarded as indicated below:

**Criterion 1: Qualified Admitted Attorneys**

- (a) A maximum of **30** points will be awarded at the sole discretion of the Municipality’s Bid Evaluation Committee based on the information provided. Please note that this section refers to the number of qualified admitted attorneys that are currently working dedicatedly in the collection department and is not a duplication of Criterion 3’s Key staff and Personnel.
- (b) Please provide detailed information of the abovementioned attorneys’ qualifications and experience in debt collection and litigation.

NB: If no information is provided below OR referred to as an additional attachment **NO POINTS WILL BE AWARDED.**

<b>QUALIFIED ADMITTED ATTORNEYS: Working dedicatedly in the collection department</b>	<b>MAXIMUM POINTS</b>
None/ No proof of qualifications and experience (CV) provided	<b>0</b>
Only 1 with proof of qualifications and experience (CV)	<b>15</b>
2 or more with proof of qualifications and experience (CV)	<b>30</b>

**Criterion 2: Attorneys Experience**

Please note that this section refers to the experience related to the services required. The experience must relate to the experience of the Qualified Admitted Attorneys mentioned in Criterion 1. The experience must be relevant to **debt collection and litigation services**.

- a) In order to claim points for the above, bidders must submit sufficient information as well as documentary proof of experience relating to **debt collection and litigation services**.

<b>EXPERIENCE REQUIRED: Experience relevant to debt collection and litigation services</b>	<b>MAXIMUM POINTS</b>
All the attorneys mentioned have less than two (2) years' experience	<b>10</b>
All the attorneys mentioned have between two (2) to five (5) years' experience	<b>20</b>
All the attorneys mentioned have more than five (5) years' experience	<b>30</b>

NB: Relevant experience is defined as the accumulation of knowledge or skill that results from direct participation in relevant similar events or activities and/or as determined by the George Municipality.

**Criterion 3: Debt Collection Personnel allocated / reserved for this Tender**

- (a) A maximum of **20** points will be awarded at the sole discretion of the Municipality's Bid Evaluation Committee based on the information provided and will be split as follows. Points will only be awarded once for each staff/personnel allocated to this Tender, no multiple scoring per person.

<b>Debt Collection Personnel Required:</b>	<b>Max points</b>
<p><b>Number of personnel currently working the debt collections department</b></p> <ul style="list-style-type: none"> <li>• Must be suitably skilled and have CV verifiable experience in debt collection.</li> <li>• Must be computer literate, compile admin reports, proficient in the use of Excel Spread Sheets, capture data and quantities, daily communication</li> </ul>	<p>Between 0-2 staff/personnel members = 2 points</p> <p>Between 3-5 staff/personnel members = 5 points</p> <p>More than 5 staff/personnel members = 10 points</p>
<p><b>Number of years' experience of debt collections department (Maximum of 5 personnel will be used for the average calculation)</b></p> <ul style="list-style-type: none"> <li>• Must be suitably skilled and have CV verifiable experience in debt collection.</li> </ul>	<p>Less than 2 years = 2 points</p> <p>Between 2-5 years on average = 5 points</p> <p>More than 5 years on average = 10 points</p>
<b>TOTAL</b>	<b>20</b>

(b) In order to claim points for the above bidders, must submit detailed Curriculum Vitae (CV) of each debt collection personnel to be used/allocated for this Tender. **The staff or personnel listed above must currently be employed by the Bidder company, if not then a letter stating such intent to employ this person, including this person's signature of willingness & acceptance for the intended duration of the project.** CV experience listed of debt collection personnel must be relevant and current. Points can only be allocated once, meaning one-person-one-score, no multiple scoring.

**Criterion 4: Plant / Tools / Equipment**

If the Bidder intend to use plant / tools / equipment other than those stipulated in the Tender Specifications the Bidder must qualify/declare this in their tender document, for the evaluation process. If nothing is qualified or declared, then those stipulated in the Tender Specifications are applicable to this Tender.

A maximum of 20 points will be awarded based on the information provided.

<b>Equipment</b>	<b>Maximum Points</b>
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<b>Equipment</b>	<b>Maximum Points</b>
Does the firm have the necessary network and other infrastructure to enable direct connection with the municipal network and computer systems, for example fibre optic cabling or wireless connection or web-based access (supply full details for verification in a separate annexure).	No = 0 points Current infrastructure can be upgraded to facilitate office space = 3 points Yes = 5 points
Does the firm currently have sufficient printing, copying, and scanning capability to handle more than 15 000 copies per month? (Please give specific details of equipment for verification in a separate annexure).	No = 0 points Will be able to obtain necessary capacity = 3 points Yes = 5 points
Computers/Laptops and other hardware: How many computers/laptops per employee? (A maximum of 5 computers/laptops will be used to calculate the points)	Computers will be purchased if tender is awarded to firm = 0 points Less than five (5) computers/laptops = 3 points More than five (5) computers/laptops = 5 points
Connection Software: Does your firm use a dedicated software package developed specifically for collections? (Please give specific details of the nature of the software and number of existing licences for verification in a separate annexure).	None = 0 points Less than five (5) software licenses = 3 points More than five (5) software licences = 5 points
<b>TOTAL</b>	<b>20</b>

If no information is provided, **NO POINTS WILL BE AWARDED.**

#### **4. GENERAL CONDITIONS AND SERVICE STANDARDS**

- 4.1 Successful service providers must report as required by the Municipality but at least on a monthly basis, at no charge, as to work progress on all matters/work allocated. The report must contain relevant information/ format as required by the Municipality in respect of each service category.
- 4.2 The acceptance of bids and the placement on the panel of services for a particular category of service should not be construed as assurance that any work or any amount of work will be awarded to a bidder during the contract term.
- 4.3 A service level agreement will be entered into with all law firms/ individuals (as the case may be) to whom actual work instructions are issued.
- 4.4 Successful tenderers must be admitted attorneys, as well as conveyancers and notaries in respect of conveyancing services, unless otherwise indicated.
- 4.5 Successful tenderers must be a law firm registered with the relevant Legal Practice Council as well as being in existence for five (5) years from registration (Proof of date of registration with the relevant Legal Practice Council must be submitted with the tender). Note the exception in this regard as indicated in the document. Similarly other practitioners/ individuals are to include their respective governing body's registration document. or an affidavit to the effect that no such governing body applies to them.
- 4.6 The successful tenderers, by acting as agents for the George Municipality and on instruction, will be required to adhere to the principles and conditions of legislation and policies/frameworks applicable to the relevant category of work.
- 4.7 Existing service providers who are not placed on the panel of service providers for this tender, will continue with all matters which have been handed over to them prior to the award of this tender.
- 4.8 Work instructions issued to service providers up to 30 June 2026 may be continued after the aforesaid date until the allocated work is concluded provided that the same rates apply. Such work will be deemed as forming part of BA096/2023.
- 4.9 Any conflict of interest that may develop or be discovered during the project duration, will affect work allocation. In such event the Municipality reserves the right to cancel the existing agreement and demand that all information, documents and property of the Municipality be returned forthwith. No instruction will be made where, in the view of the Municipality, a conflict of interest exists at the time of issuing of instructions.
- 4.10 It is required of service providers, prior to acceptance of any instruction, to declare any interest it has in an assignment as well as declare any possible



conflicts of interest that may prohibit the service provider from performing such instruction.

- 4.11 The successful tenderer must have the necessary infrastructure, a sound knowledge of relevant legislation, capacity, experience and proven success record in the category of service tendered for, in order to be in a position to protect the Municipality's interest in matters referred to it by the Municipality.
- 4.12 The successful tenderers must demonstrate that adequate staff with the necessary skills and relevant experience acceptable to the Municipality, are available to perform the duties.
- 4.13 The successful tenderers must conduct its business between ordinary business hours Monday to Friday (07:45 – 17:00) and must be readily accessible to municipal staff. In the event of emergencies after hours work may be required in which case the tendered rates will apply.
- 4.14 The successful tenderers shall at all times comply with the provisions of the POPI Act (Act 4 of 2013) to the extent required.
- 4.15 Once work has been awarded, the performance of service providers will be monitored throughout the contract term. The Municipality reserves the right to terminate, reduce, cease the allocation of work or introduce a financial penalty if work performance is deemed below the required standard or tender conditions are not complied with.
- 4.16 Tenderers shall not be entitled to cede or sub-contract the position on the panel or any brief received pursuant thereto, or any portion thereof, nor shall the Tenderer be entitled to allocate any brief or any portion thereof to any person or entity not listed herein. This prohibition shall not be applicable to the appointment of an advocate and a correspondent attorney provided that the Tenderer remains responsible for and in control of (as appropriate and reasonable) the rendering of all professional legal services and other services as determined herein.
- 4.17 In the event that there are any changes to the Tenderer's Lead Attorney/ Person or Other Key Personnel, the Tenderer shall be required to inform the Municipality in writing within 14 (fourteen) days of such a change, accompanied by a detailed CV of the new person. The CV of the new person will be evaluated.
- 4.18 Successful tenderers will be required to be registered on the Municipality's database of Service Providers before work orders are issued.
- 4.19 An invoice, at no cost to the Municipality (thus no drawing fees) must be submitted on completion of work or on a monthly basis, as per the approved and fixed tariffs as per Par 7 hereof. Should work not be completed by 30 June of each year, the service provider must render an account in respect of services rendered prior to 30 June in order to ensure that the Municipality is

in a position to settle such invoices as part of financial year end procedures (Year end 30 June). Where a matter / work allocated has been indicated as confidential 2 (two) invoices will be submitted, the one being a detailed invoice and the other a reduced invoice as indicated by the Municipality. Both shall adhere to the aforementioned requirements.

- 4.20 A law firm which is in good standing with the relevant Legal Practice Council taking into consideration the provisions of the Legal Practice Act, No. 28 of 2014 (proof in the form of a valid letter of good standing from the relevant Legal Practice Council must be submitted with the tender). Copies of the latest letter of good standing must be submitted annually during the contract term. Similarly other practitioners/ individuals are to include their respective governing body's letter of good standing. or an affidavit to the effect that no such governing body applies to them.
- 4.21 Certified copy of a Fidelity Fund Certificate must be submitted together with the bid. Copies of the latest certificate must be submitted annually during the contract term. Similarly other practitioners/ individuals are to include their respective governing body's letter of good standing or an affidavit to the effect that no such governing body applies to them.
- 4.22 The Tenderer shall ensure that it maintains professional indemnity insurance cover for at least R5 million (five million rand) for the duration of its panel appointment. The Tenderer appointed for the Debt Collection area of law shall ensure that it maintains professional indemnity insurance cover for at least R10 million (ten million rand) for the duration of its panel appointment. Confirmation of such cover is required at submission of the bid. The insurance cover must be annually updated, and copies thereof must be furnished to the Municipality.
- 4.23 The Municipality reserves the right to cancel the appointment of any service provider and to remove such service provider from the panel if:
- 4.23.1 The legal practitioner/ person is struck off/suspended from the rolls of practicing attorneys/advocates or relevant body;
  - 4.23.2 It is found that the legal practitioner/ person has acted in an unlawful or unethical manner; or
  - 4.23.3 Work performance is deemed by the Municipality to be below the required standard.
- 4.24 The Municipality reserves the right to increase or decrease the scope of the service required as determined by the prevailing circumstances at the time.
- 4.25 The Municipality may perform background verification on information provided by the bidder(s).
- 4.26 The Municipality shall under no circumstances, accept any sub-standard services, for whatsoever reason, during the term of the contract.

- 4.27 The Municipality will not be held responsible for any claims arising as a result of injury or losses sustained by the Service Provider or his / her employees during the period of the contract or such period as for which extended.
- 4.28 Tenderers must establish within 1 (one) month after contract finalization a manned operational office in the George municipal area to be eligible to receive instructions for the following areas of law: 3.1, 3.4, 3.5, 3.6, 3.7 and 3.8.

## **5. SPECIAL CONDITIONS: EVALUATION AND TENDER AWARD**

For the purposes of evaluation and tender award, the following special conditions will apply to all categories of service in terms of this tender:

- 5.1 The Municipality intends to appoint service providers per category of service in order to allow an efficient working relationship between the Municipality and legal service providers/ individual/ practitioner and thereby ensuring that the best interest of the Municipality is served.
- 5.2 In terms of Section 2(1)(f) of the Preferential Procurement Policy Framework Act (Act 5/2000) the following objective criteria will apply to this tender:
  - 5.2.1 The Municipality reserves the right to issue work instructions to any bidder, after taking into account factors such as previous involvement in a matter, continuity, nature and complexity of the matter and when expertise and experience in a specific field of law is required, or in exceptional cases, to make appointments outside the panels, to ensure that the best interest of the Municipality is served.
- 5.3 Bidders will be deemed non-responsive if they do not comply with any one of the essential requirements for services as listed above.
- 5.4 The Municipality reserves the right, to clarify any aspect related to a tender submitted, if deemed necessary.

## **6. BRIEFING OF COUNSEL**

Counsel or other legal experts may not be formally briefed by instructing attorneys without the written approval of the Municipality. For this purpose the service provider will submit to the Municipality at least 2 (two) options containing the following information in respect of each. Where possible at least one of the counsel suggested must be from previously marginalized groups:

- 6.1 Name;
- 6.2 Experience of matter at hand;
- 6.3 Hourly charge out rate;
- 6.4 Day fee, and
- 6.5 In the case of senior counsel – an indication whether junior counsel will be used, which must be duly motivated.

The Municipality will also reserve the right to appoint a specific advocate and will in its sole discretion determine whether Counsel may be briefed.

## **7. FEES**

Save for time based work which are tendered for (see Pricing Schedule) all other services in terms of this tender will be based on pre-determined fixed fees applicable to all appointed service providers. The pre-determined fees are based on the following proclamations/guidelines:-

### **7.1 Non-litigious fees**

In accordance with the Guidelines for Taxing Committees for the Assessment of non-litigious fees issued by Legal Practice Council: Western Cape amended from time to time.

### **7.2 Litigious fees**

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

### **7.3 Fees for debt collection services**

All non-time based fees for debt collection services will be charged out as per the Magistrate's court tariffs or the equivalent applicable High Court tariffs, in defended and undefended matters and, where applicable, in terms of 7.1, 7.2 or 7.3 above. Certain debt collection matters as determined by the Municipality will be remunerated on a commission based on the success rate of the service provider.

### **7.4 Time based fees**

Only bids received in areas 3.4, 3.5, 3.6 and 3.8 in terms of this tender will be adjudicated in accordance with the tendered time-based fees (tariff per hour VAT included). For this purpose, the Pricing Schedule must be completed by bidders. An escalation of 6% per annum effective on 1 January of each year will apply to time-based fees, unless otherwise indicated in the Pricing Schedule. Time based fees will also apply to after hour work in cases of emergency.

### **7.5 Lump Sum Fees**

The Municipality and the service provider may enter into arrangement for the charging of lump sum fees relating to matters in respect of which a time-based fee is not appropriate. Lump sum fees may only be agreed upon if it constitute a real saving in respect of legal fees as compared to time based fees.

## 7.6 Disbursements

Disbursement as set out hereunder will apply:

NATURE OF DISBURSEMENT	METHOD OF CALCULATION
Advocate fees	Actual cost
Correspondent Attorneys	Actual cost
Sheriff fees	Actual cost
Courier fees	Actual cost
Windeed (or other electronic) deeds searches	Actual cost
Travel cost	In accordance with the Law Society's prescribed rate
Accommodation cost	As per prior arrangement. Limited to the amounts as indicated in MFMA Circular No. 97 on Cost Containment, and updated as per OCPO SCM Instruction No. 07 of 2022/2023, as may be amended from time to time. Queries in this regard can be directed to Mr Gerard Goliath, Deputy Director: Expenditure & SCM
Tracing and ancillary (debt collection service)	Actual cost Note the content of Par 3.7.1.5
Postage and Petties	Actual cost

**Note:** No other disbursements will be allowed, e.g., stationary, cost relating to overheads for instance hire rentals in respect of landlines, internet, Attorney – General reporting costs etc.

## 8. EVALUATION SYSTEM AND FUNCTIONING OF PANEL OF SERVICE PROVIDERS

### 8.1 Pre-qualification (Eligibility)

In the pre-qualification phase bidders will be screened for compliance with the bid specifications applicable to each category of service (essential requirements – see each respective category of law), as well as submission of compulsory documentation.

Only those service providers who satisfy the following pre-qualification (eligibility) criteria are eligible to submit tenders:

- i. A law firm registered with the relevant Legal Practice Council as well as being in existence for five (5) years from registration (Proof of date of registration with the relevant Legal Practice Council must be submitted with the tender) Similarly other practitioners/ individuals are to include their respective governing body's registration document. or an affidavit to the effect that no such governing body applies to them;
- ii.
- iii. A law firm which is in good standing with the relevant Legal Practice Council taking into consideration the provisions of the Legal Practice Act, No. 28 of 2014 (proof in the form of a valid letter of good standing from the relevant Legal Practice Council must be submitted with the tender). Similarly other practitioners/ individuals are to include their respective governing body's letter of good standing or an affidavit to the effect that no such governing body applies to them; and
- iv. A law firm which has a valid fidelity fund certificate or proof of application for renewal taking into consideration the provisions of the Legal Practice Act, No. 28 of 2014 (proof thereof must be submitted with the tender). Similarly other practitioners/ individuals are to include their respective governing body's letter of good standing or an affidavit to the effect that no such governing body applies to them.

Hereafter the ability of bidders will be assessed as follows:

- a) Areas of law 3.4, 3.5 and 3.6 will be evaluated on Price, Preference and Specific Goals (Stage 3);
- b) Area of law 3.8 will be evaluated on Functionality (Stage 2) where the bidder must score at least 75% in this assessment in order to proceed to Price, Preference and Specific Goals (Stage3) evaluation.

## **8.2 Appointment service providers**

A panel of service providers will be appointed for the following areas of law:

- 3.1 General legal advisory services (for each specific category as indicated in 3.1.1 - 9);
- 3.2 Drafting of By-laws and Policies;
- 3.3 Specialist Practitioners (for the respective categories as indicated in 3.3.1 and 3.3.3);
- 3.7 Investigations in terms of the Code of Conduct for Councillors.

Only one bidder will be appointed for the following areas of law:

- 3.4 Conveyancing and Notarial Registrations;
- 3.5 Conveyancing services: State subsidized housing schemes;
- 3.6 Conveyancing services: Old scheme properties;
- 3.8 Debt Collection.



**CHECKLIST FOR COMPLETENESS OF BID DOCUMENT**

The bidder is required to complete the following checklist in order to ensure that the necessary documentation, as required, is attached to this bid document and that all declarations are signed by the bidder:

(\*Mark with "X" where applicable)

<b>Items to be checked</b>	<b>Yes</b>	<b>No</b>	<b>Comments</b>
1. Completed page containing the details of tenderer.			
2. Submitted their unique person identification number (pin) issued by SARS to enable the Municipality to view the taxpayer's profile and tax status.			
3. Completed the pricing schedules.			
4. Completed and signed declaration of interest (MBD 4)			
5. Completed and signed declaration in order to claim preference points (MBD 6.1) and B-BBEE certificate			
6. Completed and signed declaration of bidder's past supply chain management practices (MBD 8)			
7. Completed and signed certificate of independent bid determination (MBD 9)			
8. Completed and signed certificate for municipal services and payments to service providers (attach municipal accounts not older than 60 days)			
9. Signed declaration for understanding and complying with technical specifications			

**CERTIFICATION**

**I, THE UNDERSIGNED (FULL NAME)**

.....**CERTIFY THAT THE INFORMATION FURNISHED ON THIS CHECK LIST IS TRUE AND CORRECT.**

**Name (print)**.....

**Signature** .....

**Position** .....

**Date** .....



**PRO-FORMA MEMORANDUM**

To: George Municipality

**INFORMATION FOR ASSESSMENT OF CAPACITY AND EXPERIENCE: TENDER BA096/2023 LEGAL SERVICES AND ANCILLARY SERVICES.**

The following information is submitted in order to enable the Municipality to perform the above assessment. This memorandum is submitted in respect of the following category of Legal Service (Please select from the categories of service as listed in the tender document: e.g., 3.1.1.1 *Public and Municipal Law*)

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1. Tenderer's capacity  
See supporting information attached page .... to .....
2. Overall experience of lead attorney/s  
See supporting information attached page .... to .....
3. Experience of Lead Attorney/s in specific area of law  
See supporting information attached page .... to .....
4. Experience of key professional staff  
See supporting information attached page .... to .....
5. Local Government experience  
See supporting information attached page .... to .....

---

Name of Authorised person submitting bid

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Signature

---

Bidder

**ANNEXURE B****BIDDER REFERENCES: CONTRACT BA096/2023: LEGAL SERVICES AND  
ANCILLARY SERVICES**

Background information of Nominated Referee for bidder.

Referee Name (Individual)	
Referee Name (Organisation)	
Capacity:	
Postal Address:	
Contact number of referee:	
Email address:	
Name of Bidder evaluated	
Contract and description of work in respect of the bidder performed services for the referee:	

**1. DELIVERY OF GOOD/ SERVICES ON TIME**

Question: Did the bidder provide the services on time as required?	Answer
	Excellent
	Very good
	Good
	Fair
	Poor

**2. QUALITY**

Question	Answer
What was the quality of the services delivered?	Excellent
	Very good
	Good
	Fair
	Poor

**DELIVERY OF GOODS/ SERVICES AT CONTRACT PRICE/ AS PER THE PROFESSIONAL BODY'S FEE STRUCTURE**

Question	Answer
Did the bidder provide the goods/services at the prices	Yes / No

as tendered?	
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<b>3. PROFESSIONALISM</b>	
<b>Question</b>	<b>Answer</b>
Professional behaviour towards client and all role players?	Excellent
	Very good
	Good
	Fair
	Poor

<b>5. AVAILABILITY</b>	
<b>Question</b>	<b>Answer</b>
Was the bidder readily available for consultation/advice when requested?	
	Excellent
	Very good
	Good
	Poor

**6. Does the referee recommend the bidder for appointment by George Municipality? Please motivate.**


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

.....  
 .....

**Signature of Referee  
 (Who declares herewith that he/she is  
 authorised to act as referee)**

**Date of declaration**

**NB: THE MUNICIPALITY RESERVES THE RIGHT TO CONTACT REFEREE IF DEEMED NECESSARY.**

**ANNEXURE C****PRICING SCHEDULE – CONVEYANCING AND NOTARIAL REGISTRATIONS  
(AREA OF LAW 3.4)**

<b>VALUE OF PROPERTY</b>	<b>PRICE PER TRANSFER (ALL APPLICABLE TAXES INCLUDED)</b>
< = R100 000	R
Over R100 000 up to and including R500 000	R
Over R500 000 up to and including R1 000 000	R
Over R1 000 000 up to and including R5 000 000	R
Over R5 000 000	R
<b>TOTAL RATES (ALL APPLICABLE TAXES INCLUDED)</b>	<b>R</b>

**Note:**

- If tenderers do not tender for each line in the pricing schedule column, the tender will not be considered for evaluation.
- If tenderers do not tender a price per Rand as requested in the above pricing schedule, the tender will not be considered for evaluation.

**ANNEXURE D****PRICING SCHEDULE – CONVEYANCING SERVICES: STATE SUBSIDIZED HOUSING SCHEMES (AREA OF LAW 3.5)**

<b>SUBSIDY HOUSES</b>	<b>CONVEYANCING CHARGE PER PROPERTY (ALL APPLICABLE TAXES INCLUDED)</b>
1 – 100 transfers	R _____ per property
101 – 500 transfers	R _____ per property
501 – 1000 transfers	R _____ per property
1001 – 1500 transfers	R _____ per property
1501 – and more	R _____ per property
<b>TOTAL FOR RATES (ALL APPLICABLE TAXES INCLUDED)</b>	R

**Note:**

- **If tenderers do not tender for each line in the pricing schedule column, the tender will not be considered for evaluation.**
- **If tenderers do not tender a price per Rand as requested in the above pricing schedule, the tender will not be considered for evaluation.**

**ANNEXURE E**

**PRICING SCHEDULE – CONVEYANCING SERVICES: OLD SCHEME  
PROPERTIES (AREA OF LAW 3.6)**

<b>OLD SCHEME HOUSES</b>	<b>CONVEYANCING CHARGE PER PROPERTY (ALL APPLICABLE TAXES INCLUDED)</b>
Per transfer	R

**Note:**

- **If tenderers do not tender for each line in the pricing schedule column, the tender will not be considered for evaluation.**
- **If tenderers do not tender a price per Rand as requested in the above pricing schedule, the tender will not be considered for evaluation.**

**ANNEXURE F****PRICING SCHEDULE – DEBT COLLECTION (AREA OF LAW 3.8)**

**(PLEASE NOTE:** Where fees involve a “time spent” component, fees must be tendered based on the tariff per 15 minutes or part thereof. **The specific fees in the schedules below are not an exhaustive list but are the fees that will be used to adjudicate the tender only.** Fees for any work not listed will be limited to the minimum fee applicable in terms of the relevant rules set by the Rules Board for each applicable court.)

Fees must be fixed for the full duration (3 years) of the tender

1. Fees for legal work that can be billed to a specific individual debtor’s account:
  - 1.1 Please indicate specific fees that will be charged for the following “Party-and-Party” work as per the Rules set by the Rules Board (undefended actions only): **(PRICES MUST INCLUDE VAT)**

	<b>Price (R)</b>
Taking of instruction	
Letter of demand	
Tracing	
Summons	
Judgment	
Consultation with debtor	
Telephone consultation with debtor	
Necessary attendance	
Necessary telephone call	
Correspondence sent	
Correspondence received	
Attending to court (counsel not employed)	
Drawing of bill of cost	
Warrant of Execution against movables	
Warrant of Execution against fixed property	
Notice of Application	
Drafting an affidavit	

<b>TOTAL:</b>	
---------------	--

1.2 Fees charged for “attorney and client” work. Please indicate the fee for each individual item (**PRICES MUST INCLUDE VAT**):

	<b>Price (R)</b>
Telephone call	
Correspondence to own client	
Correspondence from own client	
Consultation with client	
Telephone consultation with own client	
Attend meeting with client and debtor	
<b>TOTAL:</b>	

2. Fees for legal work that cannot be billed to a specific individual debtor’s account:

(Please note: The successful tenderer will be expected to assist the municipality in other credit control and debt collection areas, for which specific debtors cannot be billed. Please indicate what the costs for this extra work will be. Where fees involve a “time spent” component, fees must be tendered based on the tariff per 15 minutes or part thereof)

2.1 Fees for work done regarding a specific debtor, on matters not/not yet handed over for collection (**PRICES MUST INCLUDE VAT**):

	<b>Price (R)</b>
Consultation with municipal personnel	
Consultation, meeting, or negotiation with debtors of the municipality where the municipality need or require the assistance of an attorney during the meeting.	
<b>TOTAL:</b>	



**2.2 Fees for work done at the special request of the municipality that do not relate to a specific debtor (PRICE MUST INCLUDE VAT)**

	<b>Price per 15 minutes or part thereof</b>
Giving advice regarding existing municipal debt collection protocols and internal procedures at the request of the municipality.	
Supplying training to municipal personnel at the request of the municipality.	
Attending yearly workshops regarding the budget preparation process, and specifically when any of the policies which have a bearing on debt collection is discussed. (Please note that these workshops normally require 5 to 6 days per year.)	
Attending meetings with the Mayor and/or his Mayoral committee and/or meetings of the finance committee, at their request.	
Providing an annual audit of the municipality's internal procedures, forms, and protocols, to ensure compliance with new legislation and case law.	
Travelling time (Please note that travelling as far as the municipal offices in Uniondale/Haarlem is sometimes required).	
Travel expenses per km (Please note that travelling as far as the municipal offices in Uniondale/Haarlem is sometimes required).	R per km
The drafting of a detailed monthly report, in the format required by the municipality, on the progress in each individual collection file as well as the provision of any statistical information required by	R per file handed over

the municipality. The price must be indicated as a fee per file handed over.	
Complete fee structure for assisting the municipality in liquidations, deceased estates, debt review, business rescue proceedings, acknowledgments of debt and other more complicated legal matters, where the debtor has not been handed over to the attorney.	
<b>TOTAL:</b>	

**TOTAL OF CATEGORIES ABOVE:**

	<b>CATEGORIES</b>	<b>PRICES (VAT INCLUDED)</b>
1.1	“Party-and-Party” work as per the Rules set by the Rules Board	R
1.2	Fees charged for “attorney- and client” work	R
2.1	Fees for work done regarding a specific debtor, on matters not/not yet handed over for collection	R
2.2	Fees for work done at the special request of the municipality that do not relate to a specific debtor	R
<b>GRAND TOTAL (VAT INCLUDED)</b>		R



## THE TENDER OFFER

I/We Mr/Mrs/Messrs \_\_\_\_\_  
duly assigned to represent the service provider for the purpose of this tender, hereby tender to supply all or any of the goods and/or render all or any of the services described in the attached documents to the George Municipality on terms and conditions stipulated in this tender and in accordance with the specifications stipulated in the tender documents (which shall be taken as part of, and incorporated into this tender) **at the rates reflected in the Pricing Schedule.**

I/we agree that this offer shall remain valid for a period of 120 days commencing from the closing date and time of this tender.

I/we further agree that:

This tender and its acceptance shall be subject to the terms and conditions contained in the George Municipality's Supply Chain Management Policy;

If I/we withdraw my/our tender within the period for which I/we have agreed that the tender shall remain open for acceptance, or fail to fulfill the contract when called upon to do so, the George Municipality may, without prejudice to its other rights, agree to the withdrawal of my/our tender or cancel the contract that may have been entered into between me/us and the George Municipality and I/we will then pay to the George Municipality any additional expense incurred by the George Municipality having either to accept any less favorable tender or, if fresh tenders have to be invited, the additional expenditure incurred by the invitation by the invitation of fresh tenders and by the subsequent acceptance of any less favorable tender; the George Municipality shall also have the right to recover such additional expenditure by set-off against moneys which may be due or become due to me/us under this or any other tender or contract or against any guarantee or deposit that may have been furnished by me/us or on my/our behalf for the due fulfillment of this or any other tender or contract and pending the ascertainment of the amount of such additional expenditure or retain such moneys, guarantee or deposit as security for any loss the George Municipality may sustain by reason of my/our default;

If my/our tender is accepted the acceptance may be communicated to me/us by letter or order by certified mail or registered mail. Such posting shall be deemed to be proper service of such notice with effect from the date of posting/dispatch of such notice;

The law of the Republic of South Africa shall govern the contract created by the acceptance of my/our tender and that I/we choose domicilium citandi et executandi in the Republic of South Africa, where any and all legal notices may be served at (full street address on this place):

Physical Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

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

I/we declare that I/we have participation / no participation in the submission of any other offer for the supplies/services described in the attached documents. If in the affirmative, state name(s) of tenders involved.

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**This form must be completed and signed to be considered provisionally responsive.**

## ACCEPTANCE

By signing this part of the form of offer and acceptance, the employer identified below accepts the supplier's offer. In consideration thereof, the employer shall pay the supplier the amount due in accordance with the conditions identified in the tender data. Acceptance of the supplier's offer shall form an agreement between the employer and the supplier upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

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

Name: **MS K MOODLEY**

Signature: \_\_\_\_\_

Capacity: **DIRECTOR: CORPORATE SERVICES**

Date: \_\_\_\_\_

For the Employer: **GEORGE MUNICIPALITY  
CIVIC CENTRE  
YORK STREET  
GEORGE**

**TAX COMPLIANCE INFORMATION**

**PART A**

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
<b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE / SWORN AFFIDAVIT (FORM EMES &amp; QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]</b>					
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 2.]
Signature of Bidder	.....			Date	.....

## PART B TERMS AND CONDITIONS FOR BIDDING

<b>1. TAX COMPLIANCE REQUIREMENTS</b>		
1.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.		
1.2 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.		
1.3 APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE <a href="http://WWW.SARS.GOV.ZA">WWW.SARS.GOV.ZA</a> .		
1.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B2.		
1.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.		
1.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.		
1.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.		
<b>2. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b> [Tick Applicable Box]		
2.1 Is the entity a resident of the Republic of South Africa (RSA)?	YES	NO
2.2 Does the entity have a branch in the RSA?	YES	NO
2.3 Does the entity have a permanent establishment in the RSA?	YES	NO
2.4 Does the entity have any source of income in the RSA?	YES	NO
2.5 Is the entity liable in the RSA for any form of taxation?	YES	NO
<b>IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 1.3 ABOVE.</b>		

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

Signature of Bidder: .....

Capacity Under Which This Bid Is Signed: .....

Date: .....



**DECLARATION OF INTEREST**

1.	No bid will be accepted from persons in the service of the state*.	
2.	Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in the 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 / her representative: .....	
3.2	Identity number: .....	
3.3	Position occupied in the Company (director, trustee, shareholder <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 (where applicable) must be indicated in paragraph 4 below.	
3.8	Are you presently in the service of the state?*	<b>YES / NO</b>
3.8.1	If yes, furnish the following particulars:  Name of person / director / trustee / shareholder member: .....  Name of state institution at which you or the person connected to the bidder is employed: .....  Position occupied in the state institution: .....  Any other particulars: .....	

<p>3.9</p> <p>3.9.1</p>	<p>Have you been in the service of the state for the past twelve months?</p> <p>If so, furnish particulars.</p> <p>.....</p> <p>.....</p>	<p><b>YES / NO</b></p>
<p>3.10</p> <p>3.10.1</p>	<p>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?</p> <p>If yes, furnish the following particulars:</p> <p>Name of person: .....</p> <p>Name of state institution at which you or the person connected to the bidder is employed:</p> <p>.....</p> <p>Position occupied in the state institution:</p> <p>.....</p> <p>Any other particulars: .....</p> <p>.....</p>	<p><b>YES / NO</b></p>
<p>3.11</p> <p>3.11.1</p>	<p>Are you aware of any relationship (family, friend, other) between the bidder and any person in the service of the state who may be involved with the evaluation and or adjudication of this bid?</p> <p>If yes, furnish the following particulars:</p> <p>Name of person: .....</p> <p>Name of state institution at which you or the person connected to the bidder is employed:</p> <p>.....</p> <p>Position occupied in the state institution: .....</p> <p>Any other particulars: .....</p> <p>.....</p>	<p><b>YES / NO</b></p>
<p>3.12</p> <p>3.12.1</p>	<p>Are any of the company's directors, managers, principal shareholders or stakeholders in the service of the state?</p> <p>If yes, furnish the following particulars:</p>	<p><b>YES / NO</b></p>

	<p>Name of person / director / trustee / shareholder / member:                  .....</p> <p>Name of state institution at which you or the person connected to the bidder is employed:                  .....</p> <p>Position occupied in the state institution: .....</p> <p>Any other particulars: .....</p> <p>.....</p>	
<p>3.13</p> <p>3.13.1</p>	<p>Is any spouse, child or parent of the company's directors, trustees, managers, principle shareholders or stakeholders in the service of the state?</p> <p>If yes, furnish the following particulars:</p> <p>Name of person / director / trustee / shareholder / member:                  .....</p> <p>Name of state institution at which you or the person connected to the bidder is employed:                  .....</p> <p>Position occupied in the state institution: .....</p> <p>Any other particulars: .....</p> <p>.....</p>	<p><b>YES / NO</b></p>
<p>3.14</p> <p>3.14.1</p>	<p>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?</p> <p>If yes, furnish particulars:</p> <p>.....</p> <p>.....</p>	<p><b>YES / NO</b></p>

4. Full details of directors / trustees / members / shareholders:			
<b>THE FOLLOWING INFORMATION IS COMPULSORY TO COMPLETE:</b>			
Full Name	Identity Number	Individual Tax Number for each Director	State Employee Number (where applicable)
5.	<b>The contract will be automatically cancelled if there is a conflict of interest which is not disclosed by the bidder.</b>		

**Protection of Personal Information Act, 2013 (Act no.4 of 2013) (POPIA)**

All parties agree that they will comply with Protection of Personal Information Act, 2013 (Act no.4 of 2013) (POPIA) and process all the information and/or personal data in respect of the goods and/or services being rendered in accordance with the said act and only for the purpose of providing the goods and/or services set out in the agreement to provide such goods and/or services.

The contract between the municipality and the service provider must ensure compliance with the Protection of Personal Information Act, 2013 (Act no.4 of 2013) (POPIA), in that the service provider establishes and maintains security measures to safeguard personal information being processed on behalf of the municipality. The service provider must notify the municipality immediately in an event where there are reasonable grounds to believe personal information has been accessed by an unauthorised person.

The contract with a service provider must ensure confidentiality of personal information processed on behalf of the municipality. A supply contract with a service provider must include standard clauses outlining joint responsibility in terms of the protection of personal information.

.....  
Signature

.....  
Date

.....  
Capacity

.....  
Name of Bidder

<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 or 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 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 exercise control over the company.

## 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

The applicable preference point system for this tender is the 80/20 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;
  - (b) BBBEE; and
  - (c) Specific Goals.

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

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
BBBEE	10
SPECIFIC GOALS	10
Total points for PRICE and SPECIFIC GOALS	100

- 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 regarding 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:

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

Where

- P<sub>s</sub> = Points scored for price of tender under consideration
- P<sub>t</sub> = Price of tender under consideration
- P<sub>min</sub> = 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:

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

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 BBBEE AND 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:

##### 4.1.1 Points awarded for B-BBEE Level of Contributor

In terms of the Specific Goals as per the George Municipality Preferential Procurement Policy, preference points must be awarded to a tenderer for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of Points for Preference (80/20)	Number of Points for Preference (90/10)
1	10	5
2	9	4.5
3	7	3
4	6	2.5
5	4	2
6	3	1.5
7	2	1
8	1	0.5
Non-compliant contributor	0	0

**Bidder MUST submit a valid BBBEE certificate, failure to attach no points will be awarded for BBBEE points.**

##### 4.1.2 Points awarded for Specific Goals

In terms of the Specific Goals as per the George Municipality Preferential Procurement Policy, preference points must be awarded to a Tenderer for Locality in accordance with the table below:

Locality of Tenderer's Office	Number of points (80/20 system)	Number of points (90/10 system)
Within the boundaries of George Municipality	10	5
Within the boundaries of the Garden Route District Municipality	6	3
Within the borders of the Western Cape	4	2

Outside the borders of the Western Cape	2	1
---	---	---

**Bidder MUST submit proof of address (e.g., municipal account, rental/lease agreement, or affidavit) not older than three (3) months. Failure to attach proof will result in no points awarded for Specific Goals.**

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.

**5. BID DECLARATION**

Tenderers who claim points in respect of BBBEE must complete the following:

**B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 4.1 AND 4.1.1**

5.1. Contribution to BBBEE: ..... = .....(maximum of 10 points)
---

(Points claimed in respect of paragraph 5.1 must be in accordance with the table reflected in paragraph 4.1.1 and **must be substantiated by relevant proof of B-BBEE status level of contributor.**)

**LOCALITY OF TENDERERS OFFICE CLAIMED IN TERMS OF PARAGRAPHS 4.1 AND 4.1.2**

5.2. Contribution to specific Goals: ..... = .....(maximum of 10 points)
--

(Points claimed in respect of paragraph 5.2 must be in accordance with the table reflected in paragraph 4.1.2 and **must be substantiated by relevant proof of address of a company office.**)

**DECLARATION WITH REGARD TO COMPANY/FIRM**

5.3. Name of company/firm.....

5.4. Company registration number: .....



5.5. 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]

5.6. 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 5.1 and 5.2, 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:	.....

**SWORN AFFIDAVIT – BBEE EXEMPTED MICRO ENTERPRISE****SWORN AFFIDAVIT – B-BBEE EXEMPTED MICRO ENTERPRISE**

I, the undersigned,

<b>Full name &amp; Surname</b>	
<b>Identity number</b>	

Hereby declare under oath as follows:

1. The contents of this statement are to the best of my knowledge a true reflection of the facts.
2. I am a member / director / owner of the following enterprise and am duly authorised to act on its behalf:

<b>Enterprise Name</b>	
<b>Trading Name</b>	
<b>Registration Number</b>	
<b>Enterprise Address</b>	

3. I hereby declare under oath that:
  - The enterprise is \_\_\_\_\_ % black owned;
  - The enterprise is \_\_\_\_\_ % black woman owned;
  - Based on the management accounts and other information available on the \_\_\_\_\_ financial year, the income did not exceed R10,000,000.00 (ten million rands);
  - Please confirm on the table below the B-BBEE level contributor, **by ticking the applicable box.**

100% black owned	<b>Level One</b> (135% B-BBEE procurement recognition)	
More than 51% black owned	<b>Level Two</b> (125% B-BBEE procurement recognition)	
Less than 51% black owned	<b>Level Four</b> (100% B-BBEE procurement recognition)	

4. The entity is an empowering supplier in terms of **the dti** Codes of Good Practice.
5. I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the owners of the enterprise which I represent in this matter.
6. The sworn affidavit will be valid for a period of 12 months from the date signed by commissioner.

Deponent Signature: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Commissioner of Oaths  
Signature & stamp

## 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	<p>Is the bidder or any of its directors listed on the National Treasury's database as a company or person prohibited from doing business with the public sector?</p> <p>(Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the <i>audi alteram partem</i> rule was applied).</p> <p><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></p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	<p>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)?</p> <p><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></p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>

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

**CERTIFICATION**

**I, THE UNDERSIGNED (FULL NAME) .....**

**CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION**

**FORM IS TRUE AND CORRECT.**

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

.....

**Signature**

.....

**Position**

.....

**Date**

.....

**Name of Bidder**

## **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 (MBD9) must be completed and submitted with the bid:
  - 1 **Includes price quotations, advertised competitive bids, limited bids and proposals.**
  - 2 **Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.**

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

I, the undersigned, in submitting the accompanying bid:

\_\_\_\_\_

(Bid Number and Description)

in response to the invitation for the bid made by:

**GEORGE 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.

**MBD9**

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium<sup>3</sup> will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
  - (a) prices;
  - (b) geographical area where product or service will be rendered (market allocation)
  - (c) methods, factors or formulas used to calculate prices;
  - (d) the intention or decision to submit or not to submit, a bid;
  - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
  - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No. 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No. 12 of 2004 or any other applicable legislation.

..... Signature	..... Date
..... Position	..... Name of Bidder

<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.

**CERTIFICATE FOR MUNICIPAL SERVICES (COMPULSORY TO COMPLETE)**

Information required in terms of the Supply Chain Management Regulations, Regulation 28 (1) (c).

<b>Tender Number: BA096/2023</b>
<b>Name of the Bidder:</b> _____

**DETAILS OF THE BIDDER/S: Owner / Proprietor / Director(s) / Partner(s), etc:**

Physical Business address of the Bidder	Municipal Account Number(s)

If there is not enough space for all the names, please attach the additional details to the Tender document.

Name of Director / Member / Partner	Identity Number	Physical <b>residential</b> address of Director / Member / Partner	Municipal Account number(s)

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

(full name in block letters)

certify that the information furnished on this declaration form is correct and that I/we have no undisputed commitments for municipal services towards a municipality or other service provider in respect of which payment is overdue for more than 30 days.

\_\_\_\_\_  
Signature

THUS DONE AND SIGNED for and on behalf of the Bidder / Contractor

at \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_ 2024

**PLEASE NOTE:**

**MUNICIPAL ACCOUNTS FOR ALL PROPERTIES OWNED BY BIDDER/S MUST BE ATTACHED TO THE TENDER DOCUMENT!**

Even if the requested information is not applicable to the Bidder, the table above should be endorsed **NOT APPLICABLE** with a reason and **THIS DECLARATION MUST STILL BE COMPLETED AND SIGNED**. In the event of leasing, a lease agreement **MUST** be attached to the tender document.



## **GEORGE MUNICIPALITY PROCUREMENT**

### **GENERAL CONDITIONS OF CONTRACT**

#### **TABLE OF CLAUSES**

1. Definitions
2. Application
3. General
4. Standards
5. Use of contract documents and information inspection
6. Patent rights
7. Performance security
8. Inspections, tests and analysis
9. Packing
10. Delivery and documents
11. Insurance
12. Transportation
13. Incidental services
14. Spare parts
15. Warranty
16. Payment
17. Prices
18. Variation orders
19. Assignment
20. Subcontracts
21. Delays in the supplier's performance
22. Penalties
23. Termination for default
24. Anti-Dumping and countervailing duties and rights
25. Force Majeure
26. Termination for insolvency
27. Settlement of disputes
28. Limitation of liability
29. Governing language
30. Applicable law
31. Notices
32. Taxes and duties
33. Transfer of contracts
34. Amendment of contracts
35. Prohibition of restrictive practices

## **General Conditions of Contract**

1. **Definitions:**

1. The following terms shall be interpreted as indicated:

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

imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the goods covered by the bid will be manufactured.

- 1.17 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 "Project site," where applicable, means the place indicated in bidding documents.
- 1.21 "Purchaser" means the organization purchasing the goods.
- 1.22 "Republic" means the Republic of South Africa.
- 1.23 "SCC" means the Special Conditions of Contract.
- 1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.25 "Supplier" means the successful bidder who is awarded the contract to maintain and administer the required and specified service(s) to the State.
- 1.26 "Tort" means in breach of contract.
- 1.27 "Turnkey" means a procurement process where one service provider assumes total responsibility for all aspects of the project and delivers the full end product / service required by the contract.
- 1.28 "Written" or "in writing" means hand-written in ink or any form of electronic or mechanical writing.

2. Application:

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

3. General:

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

4. Standards:

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

5. Use of contract documents and information inspection:

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

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

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

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

6. Patent rights:

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

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

7. Performance security:

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

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

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

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

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

8. Inspections, tests and analyses:

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that goods to be produced or services to be rendered should at any stage be subject to inspections, test and analyses, the bidder or contractor's premises shall be open, at all reasonable hours, for inspection by a representative of the purchaser or an organization acting on behalf of the purchaser.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the goods to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the goods or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such goods or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Goods and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract goods may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected goods shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with goods which do comply with the requirements of the contract. Failing such removal the rejected goods shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute goods forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected goods, purchase such goods as may be necessary at the expense of the supplier.
- 8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

9. Packing:

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

10. Delivery and documents:

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

11. Insurance:

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

12. Transportation:

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

13. Incidental services:

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

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

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

14. Spare parts:

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

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

15. Warranty:

- 15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
  - 15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise.
  - 15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
  - 15.4 Upon receipt of such notice, the supplier shall, within the period specified and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
  - 15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.
16. Payment:
- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified.
  - 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.
  - 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
  - 16.4 Payment will be made in Rand unless otherwise stipulated.
17. Prices:
- 17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the provider in his bid, with the exception of any price adjustments authorized or in the purchaser's request for bid validity extension, as the case may be.
18. Variation orders:
- 18.1 In cases where the estimated value of the envisaged changes in purchase does not exceed 15% of the total value of the original contract, the contractor may be instructed to deliver the goods or render the services as such. In cases of measurable quantities, the contractor may be approached to reduce the unit price, and such offers may be accepted provided that there is no escalation in price.
19. Assignment:

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

20. Subcontracts:

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

21. Delays in the Supplier's Performance:

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

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

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

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

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

22. Penalties:

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

23. Termination for default:



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

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

25. Force Majeure:

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

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

26. Termination for insolvency:

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

27. Settlement of disputes:

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

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

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

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

28. Limitation of liability:

- 28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;
- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and
  - (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29. Governing language:

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

30. Applicable law:

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

31. Notices:

- 31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice.
- 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

32. Taxes and duties:

- 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid SARS must have certified that the tax matters of the preferred bidder are in order.
- 32.4 No contract shall be concluded with any bidder whose municipal rates and taxes and municipal services charges are in arrears.

33. Transfer of contracts:

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

34. Amendment of contracts:

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

35. Prohibition of restrictive practices:

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

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

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