



**KAROO HOOGLAND** **MUNISIPALITEIT**  
**MUNICIPALITY**

An amalgamation of Fraserburg, Sutherland, Williston and surrounding rural areas

**KHM T002/07/2025**

**ESTABLISHMENT OF A PANEL OF LEGAL SERVICES PROVIDERS (LEGAL PRACTITIONERS INCLUDING ATTORNEYS AND ADVOCATES) FOR A PERIOD OF THIRTY-SIX(36) MONTHS OR THREE (3) YEARS**

<b>NAME OF BIDDER</b>		
<b>CONTACT DETAILS</b>	<b>TELEPHONE NUMBER:</b>  <b>CELL PHONE NUMBER:</b>	
<b>CONTACT PERSON:</b>		
<b>EMAIL ADDRESS:</b>		
<b>LOCALITY ADDRESS (WHERE THE BUSINESS IS LOCATED) (PHYSICAL ADDRESS)</b>		
<b>PROVINCE WHERE ABOVE OFFICE IS SITUATED IN:</b>		
<b>CSD REGISTRATION NR</b>	MAAA.....	
<b>TENDER AMOUNT</b>	N/A as prices will only be applicable when quotes are requested from the panel – please complete Pricing Schedule	
<b>POINTS FOR</b>	Youth:	Locality:
<b>SPECIFIC GOALS (MBD 6.1)</b>	(As per the Preferential Procurement Schedule Page - MBD 6.1)	

**JULY 2025**



Issued by :

KAROO HOOGLAND MUNICIPALITY  
P.O Box 165  
WILLISTON  
8920

TEL : (053) 285 0998

**DETAILS OF BIDDER (THE FOLLOWING PARTICULARS MUST BE FURNISHED)**

Name of firm / entity / enterprise	
Trading as (if different from above)	
Central Supplier Database number	
Postal address of enterprise	Line 1 : _____ Line 2: _____ Town/city _____ Postal code: _____
Physical address of enterprise	Line 1 : _____ Line 2: _____ Town/city _____ Postal code: _____
Contact details of the person signing the bid, being duly authorised to do so:	Name: _____ Telephone: _____ Fax: _____ Cellular telephone: _____ E-mail address: _____
Contact details of the senior manager overseeing contract performance	Name: _____ Telephone: _____ Fax: _____ Cellular telephone: _____ E-mail address: _____
Company Income Tax Number	
Tax Compliance Status System PIN (Issued by SARS)	
VAT registration number	
Company registration number	

Banking details	<p>Name of account holder: _____</p> <p>Name of bank: _____</p> <p>Account number: _____</p> <p>Branch code: _____</p>
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**THE FOLLOWING MUST BE COMPLETED BY THE BIDDER**

**(Please tick the applicable box):**

Has the complete original tender document submitted. Missing pages will result in the disqualification of the tender	<b>YES</b>	<input type="checkbox"/>	<b>NO</b>	<input type="checkbox"/>
Has a valid tax clearance certificate or tax compliance Pin for all entities and all partners of Joint Venture been attached? (MBD 2)	<b>YES</b>	<input type="checkbox"/>	<b>NO</b>	<input type="checkbox"/>
Has the Full Central Supplier Database (CSD) Report been attached	<b>YES</b>	<input type="checkbox"/>	<b>NO</b>	<input type="checkbox"/>
Is the bidder an accredited representative in South Africa for the goods/services/work offered? If yes please attach proof.	<b>YES</b>	<input type="checkbox"/>	<b>NO</b>	<input type="checkbox"/>
Has a municipal services account with a business premises address(es) been attached?	<b>YES</b>	<input type="checkbox"/>	<b>NO</b>	<input type="checkbox"/>
Has Certified (not older than 3 months) ID copies been attached?	<b>YES</b>	<input type="checkbox"/>	<b>NO</b>	<input type="checkbox"/>
All the MBD Forms must be completed in full.	<b>YES</b>	<input type="checkbox"/>	<b>NO</b>	<input type="checkbox"/>
Business Registration Documents/ Formal Registration Documentation/ JV Agreements/Consortia/ Partnerships and Trust's – Applicable to all entities (i.e. Companies, Public & Private Entities, Partnerships and Joint Ventures). CM9/ Name Change Document will not suffice as Proof of Business Registration.	<b>YES</b>	<input type="checkbox"/>	<b>NO</b>	<input type="checkbox"/>
Has all the supporting documents for evaluation attach i.e. proof of experience, qualifications, refers letters, memorandum, etc.?	<b>YES</b>	<input type="checkbox"/>	<b>NO</b>	<input type="checkbox"/>
Has a Fidelity Fund Certificate for each director, partner and or associate that will handling the matters been attached?	<b>YES</b>	<input type="checkbox"/>	<b>NO</b>	<input type="checkbox"/>
Has a copy of the law registration certificate (if applicable) been attached	<b>YES</b>	<input type="checkbox"/>	<b>NO</b>	<input type="checkbox"/>
Has the Compliance Checklist been fully completed ?	<b>YES</b>	<input type="checkbox"/>	<b>NO</b>	<input type="checkbox"/>

# KAROO HOOGLAND MUNICIPALITY

## Evaluation Criteria for the Bid

### (PHASE 1: TEST FOR RESPONSIVENESS)

Only bids which are completely responsive to the terms of the bid documents will qualify for evaluation.

The following documents are to be completed and returned as they constitute the tender. Whilst many of the returnable documents are required for the purpose of evaluating the tender, some will form part of the subsequent contract, as they form the basis of the offer. For this reason, it is very important that service providers return all information requested

The following **test for responsiveness** shall be performed:

Bidder Company Name:				
	Item	Responsiveness Test	Attached Yes/No	Official Purposes
MBD1	Invitation to BID	Completion Compulsory if not registered		
MBD 2	Bidder's Tax Clearance Certificate/Tax Pin	Attachment Compulsory		
MBD 3.1	Pricing schedule (Firm price)	Completion Compulsory		
MBD 4	Declaration of Interest	Completion Compulsory		
MBD 6.1	Preference Point Claim Form:	Completion and Authorised Signature Compulsory if bidder wants to claim points.		
	Form of Offer and Acceptance	Completion Compulsory		
MBD 8	Declaration of Bidder's Past SCM Practices	Completion Compulsory		
MBD 9	Certificate of Independent Bid Determination	Completion Compulsory		
	Full updated CSD Report	Attachment Compulsory		
	Proof of Business Registration (CIPC)	Attachment Compulsory		
	ID Copies of the Directors / Members / Proprietors or valid B-BBEE Verification Report (rating report)	Attachment Compulsory if bidder wants to claim points		

MBD 15	<b>Proof of Payment of Municipal Rates and Taxes</b>	Copy of latest Municipal Rates & Taxes account attached		
	<b>Proof of Lease Agreement</b>	Copy of three months bank statement indicating the rental are paid must be attached		
	<b>Fidelity Fund Certificate</b> (Certificate for each director, partner and or associate that will handling the matters must be submitted)	Attachment of Resolution Compulsory		
Form B	<b>Authority for Signatory</b> (Proof of authority to sign must be submitted)	Attachment of Resolution Compulsory		
Form C	<b>Amendments or Qualifications by the Bidder</b>	Completion Compulsory for Every Option or Amendment		
	<b>Functionality Evaluation</b>	Attachment of Functionality Compulsory documents		
	<b>All Pages must be initialized or signed</b>	Completion Compulsory		
	<b>All Pages must be completed using a Black Pen</b>	Completion Compulsory		
	<b>Alterations must be signed or initialized</b>	Completion Compulsory		
	<b>Letter of good standing from the Law Society</b> (Valid certificate of Good Standing from the South African Legal Practice Council)	Completion Compulsory		
	<b>Compliance Checklist</b>	Completion Compulsory		

**NB. Please note if you are not registered on Central Supplier Database (CSD) your tender will not be considered further**

**Non-Compliance with anyone of these minimum requirements will lead to immediate disqualification.**

<b>Official Use</b>			
<b>Non-Responsive</b>		<b>Responsive</b>	

**KAROO HOOGLAND MUNICIPALITY****PART A : INVITATION TO BID****MBD 1**

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE KAROO HOOGLAND MUNICIPALITY</b>					
BID NUMBER:	KHM T002/07/2025	CLOSING DATE:	7 AUGUST 2025	CLOSING TIME:	12H00
DESCRIPTION:	<b>ESTABLISHMENT OF A PANEL OF LEGAL SERVICES PROVIDERS (LEGAL PRACTITIONERS INCLUDING ATTORNEYS AND ADVOCATES) FOR A PERIOD OF THIRTY-SIX (36) MONTHS OR THREE (3) YEARS</b>				
<b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).</b>					
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT <i>STREET ADDRESS</i>					
<b>KAROO HOOGLAND MUNICIPALITY</b>					
<b>2 MULDER STREET</b>					
<b>WILLISTON</b>					
<b>8920</b>					
<b>SUPPLIER INFORMATION</b>					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
TAX COMPLIANCE STATUS	TCS PIN:		OR	CSD No:	
<b>YOUTH – ID COPY OF DIRECTORS [TICK APPLICABLE BOX]</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No		<b>LOCALITY – COMPANY REGISTRATION AND MUNICIPAL ACCOUNTS OF BUSINESS PREMISES</b> <input type="checkbox"/> Yes <input type="checkbox"/> No		
<b>ID COPIES OF DIRECTORS, COMPANY REGISTRATION AND MUNICIPAL ACCOUNTS MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR SPECIFIC GOALS</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 B:3 ]	
TOTAL NUMBER OF ITEMS OFFERED			TOTAL BID PRICE	R...N/A... Only complete Pricing Schedule.	
SIGNATURE OF BIDDER	.....		DATE		
CAPACITY UNDER WHICH THIS BID IS SIGNED					
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:</b>			<b>TECHNICAL INFORMATION MAY BE DIRECTED TO:</b>		
DEPARTMENT	SCM		CONTACT PERSON		
CONTACT PERSON	Diana Vermeulen		TELEPHONE NUMBER		
TELEPHONE NUMBER	053 285 0998				
E-MAIL ADDRESS	d.vermeulen@karoohoogland.gov.za		E-MAIL ADDRESS		

## PART B

### TERMS AND CONDITIONS FOR BIDDING/QUOTING

<b>1. BID SUBMISSION:</b>
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.  1.2. <b>ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED– (NOT TO BE RE-TYPED) OR ONLINE</b>  1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
<b>2. TAX COMPLIANCE REQUIREMENTS</b>
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.  2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.  2.3 APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.  2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.  2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.  2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.  2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
<b>3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>
3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? <input type="checkbox"/> YES <input type="checkbox"/> NO 3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO 3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO 3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO 3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? <input type="checkbox"/> YES <input type="checkbox"/> NO  <b>IF THE ANSWER IS “NO” TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.</b>

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

**SIGNATURE OF BIDDER:** .....

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

**DATE:**



**KAROO HOOGLAND MUNICIPALITY (NC066)****DIRECTORATE: OFFICE OF THE MUNICIPAL MANAGER****TENDER NO: KHM T002/07/2025****ESTABLISHMENT OF A PANEL OF LEGAL SERVICES PROVIDERS (LEGAL PRACTITIONERS INCLUDING ATTORNEYS AND ADVOCATES) FOR A PERIOD OF THIRTY-SIX (36) MONTHS OR THREE (3) YEARS**

Karoo Hoogland Local Municipality hereby invites qualified service providers that has performed applicable work in the **Northern Cape** to submit tenders for the above-mentioned project.

The closing date for submissions is **7 August 2025 at 12h00**. Bids will be opened in public (Williston Municipal Offices Boardroom, Herbst street, Williston) 15 minutes after the stated closing time.

Formal tenders should be sealed and clearly marked: **BID KHM T002/07/2025: ESTABLISHMENT OF A PANEL OF LEGAL SERVICES PROVIDERS (LEGAL PRACTITIONERS INCLUDING ATTORNEYS AND ADVOCATES) FOR A PERIOD OF THIRTY-SIX (36) MONTHS OR THREE (3) YEARS** and must be deposited in the Tender Box of the Karoo Hoogland Local Municipality at the Cash Hall area, **Williston Municipal Building**, 2 Mulder str, Williston.

A set of tender documents **can be emailed** on request, from Me Diana Vermeulen at a non-refundable fee of **R733.70** (VAT Inclusive) and on **e-Tender** from **25 July 2025**. Payment should be made beforehand and proof of payment must be emailed with your request for the document to Me Diana Vermeulen at [d.vermeulen@karoohoogland.gov.za](mailto:d.vermeulen@karoohoogland.gov.za).

Banking details are as follow: Karoo Hoogland Municipality, Standard Bank, Account Number 083 212 442, Branch Number 051008, Reference: Tenderer Company Name. **The proof of payment must also accompany the submission of the tender documents.**

If no response is received in hundred and twenty (120) days (validity period) after the closing date, consider your proposal unsuccessful.

The Municipality reserves the right to withdraw any invitation to tender and/or to re-advertise or to reject any tender or to accept a part of it. The Municipality does not bind itself to accepting the lowest tender or award a contract to the bidder scoring the highest number of points.

**Bidders must ensure that they provide all applicable and relevant information required.**

- A valid tax compliance pin number or certificate on an official document of SARS for the municipality to **verify tax compliance** must be submitted with the tender document.
- Potential service providers must be registered on the Central Supplier Database and a full report must be submitted.
- Potential service providers who were found guilty of fraud or corruption or who willfully neglected reneged on or failed to comply with any government, municipal or other public sector contract during the past five years, will be excluded from this process.
- Potential service providers and the directors whose municipal rates and taxes or municipal services charges are in arrears for three months, at the municipality or any other municipality or entity and will be excluded from this process. Please submit a municipal account not older than 3 (three) months as proof of payment with your tender. If the bidder is not responsible for the municipal rates, a Sworn Affidavit or a Lease Agreement must be submitted which indicate the reasons why a municipal account cannot be submitted. A three (3) months bank statement indicating the rental are paid must be submit as proof with the lease agreement.
- The lowest or only tender will not necessarily be accepted.
- No late, faxed or e-mailed tenders will be accepted.

**KHM T002/07/2025 \_ESTABLISHMENT OF A PANEL OF LEGAL SERVICES PROVIDERS (LEGAL PRACTITIONERS INCLUDING ATTORNEYS AND ADVOCATES) FOR A PERIOD OF THIRTY-SIX(36) MONTHS OR THREE (3) YEARS**

- Potential service providers might be subjected to security screening.
- Tenders that are deposited in the incorrect tender box or delivered at any other venue will not be considered.
- A tender offer not satisfying the stated eligibility criteria will be eliminated.

The Bid will be evaluated using phases for evaluation as follow:

Phase 1 Test for Responsiveness

Phase 2 Functional assessment

Phase 3 Specific Goals Scoring

**NB: No Bid will be considered from persons in the service of the state.  
Tender document must be bind together or be in a file.**

SCM matters – **Me. D Vermeulen** ([d.vermeulen@karoohogland.gov.za](mailto:d.vermeulen@karoohogland.gov.za))

**MR. J JONKERS**

**MUNICIPAL MANAGER  
KAROO HOOGLAND MUNICIPALITY  
WILLISTON  
8920**



## **CONDITIONS OF TENDER**

### **1. PRICES & AGREED FEE STRUCTURE**

- All prices tendered and all deposits or payments made shall be in the currency of the Republic of South Africa.
- Due to strict budgeting requirements as provided by the MFMA as well as the principles of the Municipal Cost Containment Measures Circular issued by the National Treasury it is expected from the Legal Firm not to unreasonably inflate or exaggerate legal fees, hours, or services. All invoices should be accompanied by detailed supportive documents and proof that the services have been rendered as well as the hours spent on dealing with matters.
- The Municipality reserves the right to peruse any invoice that has been submitted for payment and may refuse to make payments and further refer any disputed amount to the Legal Practice Council for advice. The Fee Structure shall be in line with the requirements of both the Lower and Higher Courts including the prescripts of the Legal Practice Council. It's also important to observe the MFMA-Municipal Cost Containment Regulations. The fee notes submitted shall be in itemized form and clearly indicating the actual work done and the fee charges for each item as per the recognized rates. Invoices submitted late (after the end of the current financial year) shall not be honoured except where there are good reasons in the eyes of the Municipal Manager.
- The Legal Firm shall depend on the nature and circumstances of any legal matter, provide a quotation or a legal fee, prior to the services being rendered. Further the firm may submit interim bills to the Municipality at appropriate intervals during each matter as appropriate and generally at the time when a particular phase of the matter has been completed. Municipality shall not remunerate a legal Firm for work not done or not satisfactory done.
- Unreasonable, inflated legal fees claimed or appearing on the invoice shall not be paid until the information on the invoice is corrected and approved by the Municipal Manager in consultation with the Manager: legal Services. The Municipality intends to pay all legal fees within a period of 30 days of receipt of the invoice.
- Legal fees in respect of handling disciplinary hearing and or appeals on behalf of the municipality shall be negotiable with the appointed legal firm.

### **2. LAYOUT**

This tender document is divided into several sections. Please read through all the sections. In particular, the Conditions of Tender are most important, as they contain several new clauses in the light of the procurement policy and please take note of the conditions of tender and the list of required documents to be handed in, seeing that nonadherence to these requirements can lead to non-responsiveness of tender.

### **3. SUBMISSION**

Please read carefully through the Conditions of Tender, which deals with submission of tender. Your completed tender document must be placed in a sealed envelope, and the contract number and name of the contract written clearly on the outside. The envelope must be deposited, in accordance with the instructions in the Tender Advertisement. It is the Service Provider's responsibility to ensure that their bid is deposited in the correct tender box. No bid document delivered at any other venue or tender box than the mentioned one will be considered.



#### **4. SCOPE OF CONTRACT**

Appointment of a panel of Legal Service Providers to provide legal and advisory services to the Karoo Hoogland Local Municipality for a period of three (3) years or thirty six (36 months).

#### **5. VALIDITY OF TENDER**

Tenders shall remain valid for acceptance for a period of 120 days.

#### **6. ACQUAINTANCE WITH TENDER DOCUMENTS**

By submission of a tender, the Tenderer will be deemed to have acquainted himself fully with the tender documents, local requirements and the laws prior to pricing and submission of tender.

#### **7. TENDER EXPENSES**

The Council will not be responsible for any expense incurred by the tenderer in submitting a tender.

#### **8. UNCONDITIONAL DISCOUNT**

The tender prices can be subject to an unconditional discount. Tenderers must state on the Schedule of Prices the percentage of unconditional discount they are offering.

#### **9. OTHER SUPPLIERS**

Should the tenderer after acceptance of his tender for any reason whatsoever not be able to provide or deliver the service or serve on the panel of the Municipality within the reasonable specified time, the Municipality reserves the right to obtain goods from any other source or tenderer, in which case the tenderer will be liable for any additional costs incurred in case of a difference in price.

#### **10. SURCHARGE IN RESPECT OF FALSE DISCLOSURE**

Should the information submitted by the tenderer with his/her tender for the purpose of being allocated equity preference points, be found, during the currency of the contract, to be false, then the tenderer shall be liable to pay to the Employer the additional costs incurred by the Employer as the result of the Employer awarding the contract to the tenderer on the basis of the information submitted.

The additional cost shall be the difference between the sum tendered by the tenderer and the sum tendered by the tenderer who would have been awarded the tender, had the tenderer not submitted the false information.

**11. CORRESPONDENCE**

An active email address must be provided. All correspondence and request for information with bidder will be sent to this email address as provided on Front page. If not submitted within the specified timeframe of the request, bid may be declared non-responsive.

**12. CONTRACT PERIOD**

For a period of three (3) years.

<b>Signed</b>	<b>Date</b>	<b>Name (block letters)</b>	<b>Capacity in firm</b>

## KAROO HOOGLAND LOCAL MUNICIPALITY

BID NO: KHM T002/07/2025

## ESTABLISHMENT OF A PANEL OF LEGAL SERVICES PROVIDERS (LEGAL PRACTITIONERS INCLUDING ATTORNEYS AND ADVOCATES) FOR A PERIOD OF THIRTY-SIX (36) MONTHS OR THREE (3) YEARS

**EVALUATION CRITERIA**

Phase 1 (Pre-Qualification Phase)	Test for Responsiveness (Compulsory Documentation)
Phase 2	Functional assessment (Functionality)
Phase 3	Specific Goals Scoring

No	Specific Goals Categories	Max points allocation	Evaluation Indicators
1	Youth	10	<b>4 Points</b> = Above 35 years of age <b>10 Points</b> = 35 years and below of age
2	<b>LOCALITY</b> Local area of supplier	10	<b>10 Points</b> = Within the boundaries of the Karoo Hoogland Municipality <b>6 Points</b> = Within the boundaries of Namakwa District Municipality <b>4 Points</b> = Within the boundaries of the Northern Cape <b>0 Points</b> = Outside of the boundaries of the Northern Cape
<ul style="list-style-type: none"> <li>Please attach Company registration and the ID Copies of the Directors / Members / Proprietors or valid B-BBEE Verification Report (rating report) to get claimed points for Youth and Latest Municipal Billing Clearance Certificate/ Copy of Municipal Account / Rental Documentation in the name of the bidding entity to claim points for specific goals. (with reference to MBD 6.1)</li> </ul>			

**THE COMPLETED TENDER DOCUMENT WITH RETURNABLE DOCUMENTS MUST BE SUBMITTED.**

**1. Introduction:**

The Karoo Hoogland Municipality wishes to establish a panel of legal services providers to render legal and advisory services in respect of the various categories of service as set out herein. Instructions for the rendering of legal services will be issued, as and when required, by the Municipality. No assurance is given that any service provider on the panel will receive instructions during the term of contract.

Prospective bidders must comply with the terms of reference as set out below, in order to qualify for further evaluation or assessment.

Services required are divided into different **areas or fields of law**, each with its own sub-categories, specifications and requirements as set out below. All areas of law include services



related to Magistrate and High Court litigation as well as other dispute resolution forums as and when required.

Prospective bidders will be required to indicate applicable rates as charged by the firm as per the pricing schedule. **Bidders may provide pricing on ANY or ALL categories of the services indicated**, and evaluation will be done per category.

**The legal services required refers to legal expertise in the following areas/field of law:**

<b>1. General legal, advisory and litigation services in the following fields of law:</b>  Constitutional Law Public, Administrative, and Municipal Law Town Planning and Building/Construction Law Labour and Employment Law and Pensions Law Supply Chain Management, Public Procurement Law, Business Commercial Law and Corporate Law Environmental Law and Water Rights, Energy Law, Mineral Law Legislative Review and Drafting Information Technology -, Intellectual Property -, Competition -, ICT - And Telecommunication Law
<b>2. Property law, Conveyancing and Notarial registration services (Deeds)</b>
<b>3. Eviction services</b>
<b>4. Investigation against the Code of Conduct for Councillors</b>
<b>5. Debt Collection – Litigation</b>

**Successful bidders / service providers must ensure that they comply with all relevant legislation throughout their contract term.**

## **2. Scope:**

The Municipality intends to establish a panel of legal services providers to render specialised legal and advisory services, as and when required, in respect of the various categories of service as set out in this document. **No assurance is given that any service provider on the panels will receive instructions during the term of contract.** A majority of matters instituted for or against the Municipality are so lodged in the Magistrates' Court(s) situated in the Karoo Hoogland District, and the High Court situated in Kimberley and, for this reason, bidders who are situated within a 600km radius will be preferred in order to reduce costs relating to, *inter alia*, travelling- and correspondent costs between the Magistrate's Court and the High Court.

The Karoo Hoogland Municipality reserves the right to issue work instructions to any successful bidder after taking into account factors such as previous involvement in a matter and continuity, nature and complexity of the matter, and/or when expertise and experience in a specific field of law is required, or in exceptional cases, to make appointments outside the panel, in order to ensure that the best interest of the Municipality is served.

Services required are divided into the following areas of law. All areas of law include services related to all courts with competent jurisdiction, including Labour Court, as well as other dispute resolution mechanisms as and when required.

## 2.1 GENERAL LEGAL ADVISORY SERVICES:

<b>2.1.1 General legal advisory services and training/workshops in the following fields/categories/fields of law including litigation services at courts of jurisdiction, mediation, arbitration, or other relevant forums</b>
<b>2.1.1.1 CONSTITUTIONAL LAW</b>
<b>2.1.1.2 PUBLIC, ADMINISTRATION, AND MUNICIPAL LAW</b>
<b>2.1.1.3 TOWN PLANNING AND BUILDING/CONSTRUCTION LAW</b>
<b>2.1.1.4 LABOUR AND EMPLOYMENT LAW</b>
<b>2.1.1.5 SUPPLY CHAIN MANAGEMENT, PUBLIC PROCUREMENT LAW, COMMERCIAL AND CORPORATE LAW</b>
<b>2.1.1.6 ENVIRONMENTAL LAW</b>
<b>2.1.1.7 LEGISLATIVE REVIEW AND DRAFTING</b>
<b>2.1.1.8 INFORMATION TECHNOLOGY LAW, INTELLECTUAL PROPERTY LAW AND COMPETITION LAW AND ICT LAW AND TELECOMMUNICATION LAW</b>

Bidders shall be required to be competent and experienced in all aspects related to a specific area in which the bidder is making an offer.

### 2.1.2 Essential requirements for this category of service:

- 2.1.2.1 Only law firms with duly capacitated, staffed, and operational offices situated within a 600km radius from the Karoo Hoogland Municipal head office situated at **2 Mulder Street, Williston** (calculated by Google Maps) and with proven experience in any one or more of the categories of services required in terms of this tender, will be considered for the legal panel for these services. In respect of firms who have offices or branches across wider areas, the office from which the leading legal practitioner/s conducts the services **must** be situated within the above area.
- 2.1.2.2 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 categories of service listed above. **See Annexures A and B hereof with templates to be completed.**
- 2.1.2.3 Bidders may tender for any or all of the fields listed under the general legal advisory services.
- 2.1.2.4 The **Pricing Schedule** must indicate the leading practitioner/s in the bidding law firm offering the category of service.
- 2.1.2.5 A maximum of 5 (five) highest scoring bidders will be considered in respect of general legal advisory services.

## 2.2 PROPERTY LAW, CONVEYANCING AND NOTARIAL REGISTRATIONS

- 2.2.1 This area includes services relating to all aspects of property law and conveyancing 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 Registration Office. Transactions include the sale and/or acquisition (whether by agreement or expropriation) of land by the Municipality and includes transactions relating to long term property leases. Unless otherwise indicated, the purchaser will be responsible for all related or incidental costs.

The Municipality is involved in property transactions ranging from basic lease and sale transactions to specialised or advanced transactions, such as expropriation and complicated commercial/industrial transactions. The latter transactions often include a range of commercial, planning, environmental and other development related legislative requirements that must be met or limitations that must be invoked. Conveyancers should have a good understanding of such legislation. Only **qualified conveyancers** who demonstrate experience in more advanced property transactions of the aforesaid nature will be considered for such transfers. Service providers who have not demonstrated experience in advanced transactions in their bid for this tender will be utilised for basic (straightforward) transactions/ conveyancing needs.

The Municipality reserves the right to utilise local conveyancing firms.

**NB: This category of service excludes conveyancing services in respect of State subsidized housing/housing schemes.**

### 2.2.2 Essential requirements for this category of service:

- 2.2.2.1 A maximum of 5 (five) highest scoring bidders will be considered in respect of conveyancing transactions/business.
- 2.2.2.2 Bidders are required to submit a memorandum (See Annexure B) demonstrating their capacity and experience in respect of less and more complicated transactions as set out in 2.2.1 above in respect of each conveyancer in a law firm who offers services in this category of service.
- 2.2.2.3 Only firms with qualified conveyancers/notaries will be considered for this service. Firms must be duly capacitated, staffed, and have operational offices situated within a 600km radius from the Karoo Hoogland Municipal head office situated at 2 Mulder Street, Williston (calculated by Google Maps).
- 2.2.2.4 The Pricing Schedule, must be completed in respect of the conveyancer/s in the bidding law firm offering this service.

## 2.3 EVICTION SERVICES

2.3.1 The Municipality requires the services of law firms who have extensive capacity and experience in respect 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.

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

In view of the nature of this service, it is essential that the appointed service providers must be well informed of the detail regarding Karoo Hoogland'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).

The services entail:

- 2.3.1.1 Facilitating prescribed engagements between the municipality and other parties;
- 2.3.1.2 Assisting the municipality in interviewing respondents in municipal eviction matters;
- 2.3.1.3 Tendering court appearances on behalf of the municipality as and when necessary;
- 2.3.1.4 Assisting with the preparation of housing reports for submission to court;
- 2.3.1.5 Appointing of mediators or suitable counsel for matters, where necessary;
- 2.3.1.6 General litigation, where necessary;
- 2.3.1.7 Other services relating to eviction matters as required depending on the circumstances of each case.

### 2.3.2 Essential requirements for this category of service:

- 2.3.2.1 A maximum of 5 (five) law firms who employ an attorney/s with rights to appear in High Court will be considered for this category of service. The law firms must comply with the geographical limits as per par 2.1.2.1 above.
- 2.3.2.2 Bidders are required to submit a memorandum setting out their capacity and experience in respect of the required services as set out in 2.3.1 above in respect of each practitioner in a law firm who offers services in this category of service.
- 2.3.2.3 The Pricing Schedule, must be completed.
- 2.3.2.4 Offers from bidders which, in the view of the Municipality, creates or is likely to result in a Conflict of interest, will not be considered for award.

## **2.4 INVESTIGATIONS IN TERMS OF CODE OF CONDUCT FOR COUNCILLORS**

2.4.1 The Municipality requires the services of legally qualified individuals or 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 and to assist the Speaker as and when required. After investigation it may be required to act as initiator at hearings for councillors and/or to assist the chairperson of the Disciplinary Committee to prepare a report with findings to Council for consideration.

### **2.4.2 Essential requirements for this category of service:**

2.4.2.1 Only duly qualified individuals or law firms situated within a radius of 600km from the Karoo Hoogland Municipal head office situated at 2 Mulder Street, Williston (as calculated by Google Maps) with relevant experience in investigating transgressions in terms of the Code of Conduct for Councillors and initiator services will be considered. Should insufficiently bids for this service be attracted, the Municipality may consider bids from individuals/law firms further than 600km from its head office.

2.4.2.2 A maximum of 3 (three) highest scoring bidders will be appointed for this category of service.

2.4.2.3 Bidders are required to submit a memorandum setting out their experience in respect of the required services as set out in 2.4.1 above. (See Annexure B).

2.4.2.4 The Pricing Schedule, must be completed.

## **2.5 DEBT COLLECTION**

2.5.1 Karoo Hoogland Municipality requires the services of various attorneys 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:

2.5.1.1 Litigation in Debt collection matters where the Municipality is unable to collect and further legal action is required and where the debtor opposes such further legal action taken. (Includes drawing of correspondences, letters of demand, summons, and attending to judgments, attachments, court appearances, and facilitating sales in execution).

2.5.1.2 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 (including *Bona Vacantia*).

2.5.1.3 Acting on behalf of the municipality in arbitration and/or other dispute resolution forums.

2.5.1.4 Acting on behalf of the municipality in valuation roll disputes.

2.5.1.5 Any other debt collection related matter at the sole discretion of the municipality.

### **2.5.2 Essential requirements for this category of service:**

2.5.2.1 Only law firms with proven experience in debt collection with offices situated within a distance of 600km from Karoo Hoogland Municipal Head Office (calculated by Google Maps), will be considered for the legal panels for this service.

2.5.2.2 A maximum of 3 (three) highest scoring bidders will be appointed for this category of service.

2.5.2.3 Bidders are required to submit a memorandum setting out their experience in respect of the required services (See Annexure B).

2.5.2.4 The Pricing Schedule, must be completed.

Tenderers will be notified of their appointment for the area(s) of specialisation as specified, by means of an official letter of appointment issued by the Municipal Manager. No other communication in any form from official or political office bearer shall constitute a valid appointment to the Panel.

Tenderers will be notified by way of a brief to render services for a particular matter falling within the area(s) of specialisation for which they have been appointed, by means of an official brief/appointment issued by the Municipal Manager. No other communication in any form from any official or political office bearer shall constitute a valid brief.

### 3 GENERAL CONDITIONS AND SERVICE STANDARDS

3.1 Successful bidders / service providers must report on a monthly basis as to work progress on all matters/work allocated. The report must contain relevant information as required by the Municipality in respect of each service category.

3.2 The acceptance of bids and the placement on the panel of services should not be construed as assurance that any work or any amount of work will be awarded to a bidder during the contract term.

3.3 A **service level agreement** will be entered into with all law firms to whom work instructions are issued by the Municipality.

3.4 Successful tenderers must be duly admitted attorneys / legal practitioners, as well as duly admitted conveyancers and notaries in respect of conveyancing services, unless otherwise indicated.

3.5 The successful tenderers, by acting as agents for the Karoo Hoogland Municipality, will be required to adhere to the principles and conditions of legislation and policies/frameworks applicable to the relevant category of work in addition to their fiduciary duties.

3.6 Existing service providers who are not placed on the panel of service providers for this tender and which have been instructed in matters prior to the award of this tender will continue with such matters until same have been concluded or re-referred by agreement.

3.7 Work instructions issued to service providers up to the last date of the contract period 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 this tender.

3.8 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 award will be made where, in the view of the Municipality, a conflict of interest exists at the time of issuing of instructions.

3.9 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.

- 3.10 The successful tenderer must have the necessary infrastructure, a sound knowledge of relevant legislation, 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.
- 3.11 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.
- 3.12 The successful tenderers must conduct its business between ordinary business hours Monday to Friday 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.
- 3.13 The successful tenderers shall at all times comply with the provisions of the Protection of Personal Information Act (Act 4 of 2013) to the extent required.
- 3.14 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.
- 3.15 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 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.
- 3.16 In the event that there are any changes to the Tenderer's Lead Attorney 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.
- 3.17 Successful tenderers will be required to be registered on the Municipality's database of Service Providers before work orders are issued.
- 3.18 An invoice must be submitted on completion of work or on a monthly basis, as per the approved and fixed tariffs herein. Should work not be completed by 30 June of each year, the service provider must render an account in respect of services rendered prior and up to 30 June (dated 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 annually). Failure to provide such an account at year end may lead to non-payment of the fees.

**3.19 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.**

- 3.20 The Tenderer shall ensure that it maintains professional indemnity insurance cover for at least R1 million (one 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. The municipality may in its sole discretion accept a lesser insurance amount on request and pending on the type of service (panel) applicable.
- 3.21 The Municipality reserves the right to cancel the appointment of any service provider and to remove such service provider from the panel if:

3.21.1 The legal practitioner is struck off/suspended from the rolls of practicing attorneys/advocates;

3.21.2 It is found that the legal practitioner has acted in an unlawful or unethical manner; or

3.21.3 Work performance is deemed by the Municipality to be below the required standard.



#### **4. 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:

- 4.1 The Municipality intends to appoint a limited number of service providers to the panel; per category of service in order to allow an efficient working relationship between the Municipality and legal service providers and thereby ensuring that the best interest of the Municipality is served. Depending on the category of service, a panel of consisting of a minimum of (1) one to a maximum of (5) five service providers per category of service is envisaged.
- 4.2 The Award under this Bid will be allocated to firms based on rates as per the pricing schedule which will provide a ranking to the service provider.
- 4.3 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:
  - 4.3.1 The Municipality reserves the right to issue work instructions to any bidder appointed per category of services, 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.
- 4.4 Bidders will be deemed non-responsive if they do not comply with any one of the essential requirements for services as listed above.
- 4.5 The Municipality reserves the right, to clarify any aspect related to a tender submitted, if deemed necessary.

#### **5. 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 counsels suggested must be from previously marginalized groups:

- 5.1 Name;
- 5.2 Experience of matter at hand;
- 5.3 Hourly charge out rate;
- 5.4 Day fee, and
- 5.5 In the case of senior counsel - an indication whether junior counsel will be used, which must be duly motivated

#### **6. FEES**

Save for time-based work which are tendered for 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: -

##### **6.1 Non-litigious fees**

All non-litigious fees will be considered in accordance with generally accepted criteria and guidelines proposed by the erstwhile Law Society of South Africa and/or the Rules Board for Courts of Law. Non-litigious fees calculated on a time basis.

For the purpose of this tender time-based fees are calculated on the bidder's rate per hour and charged on actual time spent per quarter hour, or part thereof.

## 6.2 Litigious fees

All non-time-based fees will be charged out in accordance with the Uniform Rules for the various courts as proclaimed by the Rules Board of Courts of Law Act (Act No. 107 of 1985) as amended from time to time. Where no specific criteria are set for the litigious fee, the fees will be charged at the tenderer's rate per hour and charged on actual time spent per quarter hour, or part thereof.

## 6.3 Calculated fees

All fees in terms of 6.1 and 6.2 above which make provision for a negotiable fee ranging from a prescribed minimum to a prescribed maximum fee, must for the purposes of this tender be calculated in terms of the following formula:

Minimum fee PLUS an amount equal to 35% of the difference between the minimum and maximum fees.

**Example:** The prescribed fee for attendances in non-litigious matters in respect of "other than formal attendances" may be charged from 100.00 to 500.00 per 15 minutes or part thereof.  
Calculation: 500.00 minus 100.00 = 400.00

$$400.00 \times 35\% = 140.00$$

$$100.00 + 140.00 = 240.00$$

Fee applicable for this service - R240.00 per 15 min or part thereof.

## 6.4 Time-based fees

Bids 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 the anniversary date of appointment, will apply to time-based fees, unless otherwise indicated in the Pricing Schedule. The fees will be charged at the tenderer's rate per hour and charged on actual time spent per quarter hour, or part thereof.

Time based fees will also apply to after hour work in cases of emergency.

## 6.5 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 constitutes a real saving in respect of legal fees as compared to time-based fees and must be outcome driven.

## 6.6 Disbursements

Disbursement as set out hereunder will apply:

NATURE OF DISBURSEMENT	METHOD OF CALCULATION
Advocate's fees	Actual cost
Sheriff's fees	Actual cost
Courier fees	Actual cost
Windeed (or other electronic) deeds searches	Actual cost
Travel Costs (maximum)	R4.76 per kilometre

Outgoing Telephone Calls (Local)(per 5 mins or part thereof)	R8.00
Outgoing Telephone Calls (National) (per 5 mins or part thereof)	R15.00
Outgoing Telephone Calls (Cellular) (per 5 mins or part thereof)	R15.00
Outgoing Facsimile (Local)	R5.00
Outgoing Facsimile (National)	R10.00
Outgoing Emails	R5.00
Photocopying per page	R3.00
Accommodation	To be pre-arranged and approved

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

### 7.1 Pre-qualification Phase

In the pre-qualification phase bidders will be **screened for compliance** with the bid specifications applicable to each category of legal service as well as submission of compulsory documentation. Bidders who fail to comply with any of these requirements will be regarded as non-responsive.

Hereafter the ability of bidders will be assessed in terms of **functionality**. This exercise will assess capacity and experience of bidders as per **Annexure A** hereof. Bidders must score at **least 70%** in this assessment in order to proceed to the next phase of Specific Goals evaluation.

### 7.2 Panel of service providers

All **responsive bidders will be placed on the overall panel of service providers**. The panel of service providers will comprise of two sections, i.e.:

#### **Section 1: Categories of Legal Services**

Categories of services as listed in the **Pricing Schedule** will be determined. The service providers, depending on the nature of the services, will be limited to a maximum of 3-5 service providers for each category of service and will be selected based on highest point scoring in each category of service.

**FOR EVALUATION PURPOSES PLEASE COMPLETE THE COMPLIANCE SCHEDULE AND CHECKLIST (ANNEXURE C) WITH YOUR NAMES OF LEGAL PRACTITIONERS PER SPECIALISED LEGAL SERVICE AREA OR FIELD AND MAKE SURE ALL NECESSARY DOCUMENTS ARE ATTACHED.**

#### **Section 2: Reserve Panel per category of legal service**

A reserve panel of responsive service providers who have not been selected for the sub-panels as a result of lower scoring, will be established. The reserve panel may be used by the Municipality should service providers on the **sub- panel** of the relevant work category is not able to render services for whatever reason or if a service provider on the reserve panel has specific or expert knowledge of a particular service/matter. (Also see NB below)

**NB:** Work instructions will generally be issued on a rotation basis to service providers per the respective categories of services. The Municipality however reserves the right to deviate from strict rotation and to issue work instructions to any bidder from any category of services and reserve panels, 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.

**KHM T002/07/2025 \_ESTABLISHMENT OF A PANEL OF LEGAL SERVICES PROVIDERS (LEGAL PRACTITIONERS INCLUDING ATTORNEYS AND ADVOCATES) FOR A PERIOD OF THIRTY-SIX(36) MONTHS OR THREE (3) YEARS**



## ANNEXURE A

### TENDER \_KHM T002/07/2025: APPOINTMENT OF LEGAL SERVICES PROVIDERS

#### FUNTIONALITY ASSESSMENT CAPACITY AND EXPERIENCE OF BIDDER

*Proof of Contactable References is required, as indicated below, and must accompany each proposal.*

#### 1. ASSESSMENT METHODOLOGY

- 1.1. It is required of bidders to submit a memorandum as per **ANNEXURE B** setting out the capacity and the level of experience as represented by the Lead Attorney/s listed in respect of each of the categories of service tendered for. Please see the **Pricing Schedule** for the complete list of **categories of services and also completed the Compliance schedule and checklist that follows the pricing schedule**. It is the responsibility of bidders to ensure that sufficient information is submitted for such assessment. Please note that separate memoranda must be submitted for each category of service tendered for.
- 1.2. In order to determine the overall level of experience of bidders, the scoring method as set out below will be used. A single assessment will be made of the tenderer's capacity (criterion 1), however, Experience (assessment criteria 2-4) in respect of each of the categories of service tendered for will be assessed separately.
- 1.3. In respect of bids for **Code of Conduct Investigation** services, bidders will only be assessed in respect of criterion 2 and 3 (Experience of Lead Attorneys).
- 1.4. A total score of **70%** must be achieved to proceed to the next level of evaluation (Price and Specific Goals).
- 1.5. The assessment shall be scored independently by not less than three evaluators.
- 1.6. The overall assessment criteria are as follows:

	Assessment criteria	Sub-criteria	Maximum number of points	Category of law to which criterion will apply
Criterion 1	1. Tenderer's capacity (single assessment per firm)	Tenderer organisation and staffing.	20	All categories of law
Criterion 2	2. Overall experience of lead attorney/s (single assessment per firm)	Years of general legal experience as practising attorney.	20	All categories of law
Criterion 3	3. Experience of Lead Attorney/s in specific category of law. (Separate assessments for each category of service tendered for)	Years of experience in applicable category of law tendered for.	40	All categories of law
Criterion 4	4. Experience of key professional staff (Separate assessments for each category of service tendered for)	Years of experience of key professional staff.	10	All categories of law

<b>Criterion 5</b>	<b>5. Local government experience in category of law tendered for (separate assessments for each category of service tendered for)</b>	Relevant local government experience of Lead Attorneys.	<b>30</b>	All categories of law
	Maximum possible score for capacity and experience (per category of law)		<b>120</b>	

## 2. TENDERER'S CAPACITY

The scoring of the tenderer's capacity will be as set out below (single assessment per firm).

In order to perform this assessment, a company profile comprising at least the following, must be attached to the memorandum: (A single profile per Tenderer):

- 2.1. Name, physical and postal address and other contact details of firm;
- 2.2. Registration number;
- 2.3. Firm structure (details of partners, associates, consultants, professional assistants, candidate attorneys);
- 2.4. The company and technical/administrative support;
- 2.5. Litigation capacity.
- 2.6. Focus and speciality areas of support staff;
- 2.7. Technology infrastructure and software programs/online law products;
- 2.8. Office infrastructure;
- 2.9. Office building/s and ownership/lease status

<b>Score</b>	<b>Tenderer's capacity — assessment of facilities, organisation and staffing</b>
Level 1 (score 0)	No information submitted
Level 2 (score 5)	The company profile contains limited information; the staffing plan is insufficient in important areas. There is limited facilities/infrastructure and limited staff support. Limited litigation capacity.
Level 3 (score 10)	The company profile is complete and detailed; the technical level and composition of the staffing arrangements are reasonable. The company has been operational for a short period of 1-2 years. Facilities/infrastructure are adequate. Tenderer does have litigation capacity and reasonable experience.
Level 4 (score 15)	Besides meeting the level 3 rating, staff are well balanced i.e. they show good co-ordination, complimentary skills, support capacity, clear and defined duties and responsibilities. Some members of the project team have worked together for considerable a longer period than 2-6 years. The company focus on certain law related areas. Facilities and infrastructure are good. Tenderer capacity includes litigation section with extensive magistrate and high court as well as dispute resolution experience.
Level 5 (score 20)	Besides meeting the level 4 rating, the proposed team is well integrated, most members have worked together extensively longer than 6 years. The company have law related speciality areas. Facilities/infrastructure are very good. Tenderer capacity includes litigation section with outstanding magistrate and high court as well as dispute resolution experience.

### 3. OVERALL GENERAL EXPERIENCE OF LEAD ATTORNEYS

For the purpose of this assessment, the Tenderer will be required to attach the following information, support documentation to the memorandum detailing the following:

3.1. The Lead Attorney/s' qualifications, admission certificate, relevant training, skills, knowledge, and experience of matters relating to the area of speciality/category as tendered for.

3.2. CV's of the Lead Attorney/s of not more than 4 pages (excluding attachments);

Score	Overall experience of Lead Attorney/s (Average years of experience will be calculated if more than one Lead Attorney is listed in the same category of service)
Level 1 (score 0)	No information submitted.
Level 2 (score 5)	Limited levels of experience (1 to 3 years) level of education and training, positions held.
Level 3 (score 10)	Reasonable levels of experience (more than 3 and up to 7 years) level of education and training, positions held.
Level 4 (score 15)	Good levels of experience (more than 7 and up to 11 years) level of education and training, positions held.
Level 5 (score 20)	Extensive levels of experience (more than 11 years) level of education and training, positions held.

### 4. EXPERIENCE OF LEAD ATTORNEY/S IN SPECIFIC AREA OF LAW

The experience of the Lead Attorney/s in respect of each category of service tendered for, (see Pricing Schedule) will be assessed as set out below.

For the purpose of this assessment, the Tenderer will be required to attach the following information, support documentation to the memorandum detailing the following:

4.1. The Lead Attorney/s' knowledge and experience of issues which he/she considers pertinent to the tendering of the service e.g. key legislation, local conditions, affected communities, approach, etc.

4.2. Supply examples of key relevant assignments undertaken/matters attended to by the lead practitioner/s for other organs of state and/or other clients, with contact details of references to enable the Municipality to contact them. Karoo Hoogland Municipality undertakes to maintain strict confidentiality of the details supplied. Details should be put in tabular form with the following headings and submitted with the Bid (add as separate attachment):

Employer, contact person (plus contact details)	Description of work (service)	Date completed

- 4.3 Brief outline (200 words less) of the issues considered to be pertinent to the rendering of the services in the area of speciality/category as tendered for.

<b>Score</b>	<b>Experience of Lead Attorney/s (Average years of experience will be calculated if more than one Lead Attorney is listed in the same category of service)</b>
Level 1 (score 0)	No information submitted.
Level 2 (score 15)	Limited levels of experience (1 to 2 years)
Level 3 (score 25)	Reasonable levels of experience (more than 2 and up to 4 years)
Level 4 (score 35)	Extensive levels of experience (more than 4 and up to 6 years)
Level 5 (score 40)	Outstanding levels of experience (more than 6 years)

## 5. EXPERIENCE OF KEY PROFESSIONAL SUPPORT STAFF

The experience of key support staff, in respect of each category of service tendered for (see Pricing Schedule) will be assessed as follows:

<b>Score</b>	<b>The education, training, skills and experience of other Key Professional Personnel in the specific sector, field, subject, etc. which is directly linked to the area of specialisation (average years of experience will be calculated)</b>
Level 1 (score 0)	No information submitted
Level 2 (score 3)	Other Key Support Staff have limited levels of education, skills, training and experience (1 to 2 years).
Level 3 (score 6)	Other Key Support Staff have reasonable levels of education, skills, training and experience (more than 2 and up to 5 years).
Level 4 (score 8)	Other Key Support Staff have extensive levels of education, skills, training and experience (more than 5 and up to 9 years).
Level 5 (score 10)	Other Key Personnel have outstanding levels of education, skills, training and experience (more than 9 years).

For the purpose of the above assessment, the Tenderer will be required to submit support documentation detailing the education, training, skills and experience of the other key technical and professional support personnel in the area of speciality/category as tendered for.



## 6. LOCAL GOVERNMENT EXPERIENCE

The local government experience of the Lead Attorney in respect of each category of service tendered for, (see Pricing Schedule) will be assessed as set out below.

For the purpose of this assessment, the Tenderer will be required to submit sufficient information and support documentation detailing the following:

- 6.1. The Lead Attorney's specific local government experience of matters relating to the area of speciality/category as tendered for.
- 6.2. List key examples of High Court and Magistrate Court litigation on behalf of local authorities, as well as other key work instructions performed for local authorities during the past 3 years. (The examples should only relate to the category/ies of service/s in respect of which a bid is submitted in terms of this tender).
- 6.3. The variety of local government matters in which the Lead Attorney has knowledge and experience.

<b>Score</b>	<b>Local Government experience of the Lead Attorney/s (total duration of experience in respect of the area of law or category of work tendered for as well as variety of experience). An average of the years' experience will be calculated if more than one Lead Attorney is listed per category of service.</b>
Level 1 (score 0)	No information submitted
Level 2 (score 10)	Limited levels of Local Government experience (1 to 3 years) and variety.
Level 3 (score 20)	Reasonable levels of Local Government experience (more than 3, but up to 6 years) and variety.
Level 4 (score 25)	Extensive levels of Local Government experience (more than 6, and up to 9 years) and variety.
Level 5 (score 30)	Outstanding levels of Local Government experience (more than 9 years) and variety.

## PRO-FORMA MEMORANDUM

To: Karoo Hoogland Local Municipality

### INFORMATION FOR ASSESSMENT OF CAPACITY AND EXPERIENCE:

#### TENDER: KHM T002/07/2025: APPOINTMENT OF LEGAL SERVICES PROVIDERS

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 Pricing Schedule)

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#### 1. TENDERER'S CAPACITY

See supporting information attached page .....

#### 2. OVERAL GENERAL EXPERIENCE OF LEAD ATTORNEY/S

See supporting information attached page .....

#### 3. EXPERIENCE OF LEAD ATTORNEY/S

See supporting information attached page .....

#### 4. EXPERIENCE OF KEY STAFF

See supporting information attached page .....

#### 5. LOCAL GOVERNMENT EXPERIENCE

See supporting information attached page .....

\_\_\_\_\_  
Name of Authorised person submitting bid

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Bidder (Law Firm)

**MBD 3.1**  
**KAROO HOOGLAND LOCAL MUNICIPALITY**  
**TENDER NO: KHM T002/07/2025**  
**ESTABLISHMENT OF A PANEL OF LEGAL SERVICES PROVIDERS (LEGAL PRACTITIONERS INCLUDING ATTORNEYS AND ADVOCATES) FOR A PERIOD OF THIRTY-SIX(36) MONTHS OR THREE (3) YEARS**

## **PRICING SCHEDULE:**

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

---

Period required for commencement with project after acceptance of bid:

**A: FEES FOR CATEGORIES OF SERVICE (SEE SCHEDULE BELOW)**

**B: VALUE ADDED TAX**

Where the value of an intended contract will exceed R 1 000 000, 00 (one million rand) it is the bidder's responsibility to be registered with the South African Revenue Service (SARS) for VAT purposes in order to be able to issue tax invoices.

It is a requirement of this contract that the amount of value-added tax (VAT) must be shown clearly on each invoice.

The amended Value-Added Tax Act requires that a Tax Invoice for supplies in excess of R3 000 should, in addition to the other required information, also disclose the VAT registration number of the recipient, with effect from 1 March 2005.

The VAT registration number of the Karoo Hoogland Municipality is 4270199138.

**N.B**

1. **Fees must be per hour and include VAT. The time-based fee will escalate by 6% per annum effective on the anniversary of the appointment, unless otherwise indicated below.**
2. **Bidders may insert only ONE fee under a category of service in cases where more than one Lead Attorney offer services in the same category of service. If more than one fee is inserted the highest fee will be used for evaluation purposes.**
3. **The pricing schedule must be read with the Terms of Reference.**

**Please indicate the time-based fee quoted for the category of service offered:**

Category of service	Service offered (Yes/No)	Name and position of Lead Attorney/s (A maximum of 2 Lead Attorneys per category are allowed) (Their CV's must be attached)	Experience in this field (years)	Time based fee per hour – VAT Incl.
1.1 Constitutional Law		1.		R ..... /hr
		2.		
1.2 Public, Administration and Municipal Law		1.		
		2.		
1.3 Town Planning and Building/Construction Law		1.		R ..... /hr
		2.		
		2.		
1.4 Labour and Employment Law		1.		R ..... /hr
		2.		
1.5 Supply Chain Management Law		1.		
		2.		
1.6 Environmental Law		1.		R ..... /hr
		2.		
1.7 Legislative Drafting		1.		R ..... /hr
		2.		
1.8 Information Technology		1.		R ..... /hr
		2.		

2 Property Law: <b>General</b> Conveyancing services and notarial registrations		1.		R ..... /hr
		2.		
3 Evictions		1.		R ..... /hr
4 Investigations in terms of Code of Conduct for Councillors		1.		R ..... /hr
5 Debt Collection		1.		R ..... /hr

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

AUTHORIZED SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

COMPANY REPRESENTATIVE: \_\_\_\_\_

## ANNEXURE C

### COMPLIANCE SCHEDULE AND CHECKLIST

				ESTABLISHMENT OF A PANEL OF LEGAL PRACTITIONERS (ATTORNEYS AND ADVOCATES) FOR A PERIOD OF THIRTY-SIX (36) MONTHS																
																	PROVINCE LOCATED			
Line No#	ITEM CODE	BIDDER NAME	SPECIALISED LEGAL SERVICE/FIELD	Mark with an X	Number of legal practitioners to the panel per category	Names of Legal Practitioners	Indication of Junior or Senior Attorney/Advocate	Number of years practical experience in the specialised legal service/field applying for	Number of Finalized Judgements or opposed motion court matters in the specialised law service/fields applying for	Admission Certificate attached	Valid certificate of Good Standing attached	Valid Fidelity Fund Certificate attached (only applicable to legal practitioners with trust accounts)	Proof of completion of Legal Practice Management course or proof of full exemption attached	Copy of ID attached	Copies of Academic and professional qualifications attached	Completed Annexure B (CV) attached	EASTERN CAPE	FREETATE	NORTHERN CAPE	WESTERN CAPE
E.G (Example)	T002/07/2025	Moeng Attorneys	Public, Administration and Municipal Law	x	2	Adv Themba Moeng	Senior Advocate	15	3	Yes	Yes	Yes	Yes	Yes	Yes	Yes	x			
						Mpho Tjale	Junior Attorney	5	0	Yes	Yes	Yes	Yes	Yes	Yes	Yes	x			
1	T002/07/2025-001		Constitutional Law																	
1	T002/07/2025-001		Constitutional Law																	
1	T002/07/2025-001		Constitutional Law																	
1	T002/07/2025-001		Constitutional Law																	
1	T002/07/2025-001		Constitutional Law																	
2	T002/07/2025-002		Public, Administration and Municipal Law																	

2	T002/07/2025-002	Public, Administration and Municipal Law																	
2	T002/07/2025-002	Public, Administration and Municipal Law																	
2	T002/07/2025-002	Public, Administration and Municipal Law																	
2	T002/07/2025-002	Public, Administration and Municipal Law																	
3	T002/07/2025-003	Town Planning and Building/Construction Law																	
3	T002/07/2025-003	Town Planning and Building/Construction Law																	
3	T002/07/2025-003	Town Planning and Building/Construction Law																	
3	T002/07/2025-003	Town Planning and Building/Construction Law																	
3	T002/07/2025-003	Town Planning and Building/Construction Law																	
4	T002/07/2025-004	Labour and Employment Law																	
4	T002/07/2025-004	Labour and Employment Law																	
4	T002/07/2025-004	Labour and Employment Law																	
4	T002/07/2025-004	Labour and Employment Law																	
4	T002/07/2025-004	Labour and Employment Law																	

5	T002/07/2025-005	Supply Chain Management Law																
5	T002/07/2025-005	Supply Chain Management Law																
5	T002/07/2025-005	Supply Chain Management Law																
5	T002/07/2025-005	Supply Chain Management Law																
5	T002/07/2025-005	Supply Chain Management Law																
6	T002/07/2025-006	Environmental Law																
6	T002/07/2025-006	Environmental Law																
6	T002/07/2025-006	Environmental Law																
6	T002/07/2025-006	Environmental Law																
6	T002/07/2025-006	Environmental Law																
7	T002/07/2025-007	Legislative Drafting																
7	T002/07/2025-007	Legislative Drafting																
7	T002/07/2025-007	Legislative Drafting																
7	T002/07/2025-007	Legislative Drafting																



7	T002/07/2025-007	Legislative Drafting																	
8	T002/07/2025-008	Information Technology																	
8	T002/07/2025-008	Information Technology																	
8	T002/07/2025-008	Information Technology																	
8	T002/07/2025-008	Information Technology																	
8	T002/07/2025-008	Information Technology																	
9	T002/07/2025-009	Property Law: General Conveyancing services and notarial registrations																	
9	T002/07/2025-009	Property Law: General Conveyancing services and notarial registrations																	
9	T002/07/2025-009	Property Law: General Conveyancing services and notarial registrations																	
9	T002/07/2025-009	Property Law: General Conveyancing services and notarial registrations																	
9	T002/07/2025-009	Property Law: General Conveyancing services and notarial registrations																	

10	T002/07/2025 -010	Evictions																	
10	T002/07/2025 -010	Evictions																	
10	T002/07/2025 -010	Evictions																	
10	T002/07/2025 -010	Evictions																	
10	T002/07/2025 -010	Evictions																	
11	T002/07/2025 -011	Investigations in terms of Code of Conduct for Councillors																	
11	T002/07/2025 -011	Investigations in terms of Code of Conduct for Councillors																	
11	T002/07/2025 -011	Investigations in terms of Code of Conduct for Councillors																	
11	T002/07/2025 -011	Investigations in terms of Code of Conduct for Councillors																	
11	T002/07/2025 -011	Investigations in terms of Code of Conduct for Councillors																	
12	T002/07/2025 -012	Debt Collection																	
12	T002/07/2025 -012	Debt Collection																	
12	T002/07/2025 -012	Debt Collection																	
12	T002/07/2025 -012	Debt Collection																	

12	T002/07/2025-012		Debt Collection																
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**KAROO HOOGLAND MUNICIPALITY**

**MBD AND OTHER FORMS TO BE COMPLETED AND ATTACHED**

## FORM OF OFFER AND ACCEPTANCE – COMPULSORY

TENDER NO: KHM T002/07/2025

### ESTABLISHMENT OF A PANEL OF LEGAL SERVICES PROVIDERS (LEGAL PRACTITIONERS INCLUDING ATTORNEYS AND ADVOCATES) FOR A PERIOD OF THIRTY-SIX(36) MONTHS OR THREE (3) YEARS

1. I hereby undertake to render services/goods described in the attached bidding documents to Karoo Hoogland Municipality in accordance with the requirements and task directives / proposals specifications stipulated in **Bid Number: KHM T002/07/2025** at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
  - (i) Bidding documents, viz
    - Invitation to bid;
    - Tax clearance certificate / Tax compliance Status;
    - Pricing schedule(s);
    - Filled in task directive/proposal;
    - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2022;
    - Declaration of interest;
    - Declaration of Bidder's past SCM practices;
    - Certificate of Independent Bid Determination;
    - Special Conditions of Contract;
  - (ii) General Conditions of Contract; and
  - (iii) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfilment of this contract.
5. **The offered Rates of the Establishment of a panel of Legal Service Providers (Legal Practitioners including Attorneys and Advocates) to provide legal and advisory services to the Karoo Hoogland Municipality for a period of three (3) years in the Pricing Schedule inclusive of Value Added Tax is correct.**
6. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
7. I confirm that I am duly authorized to sign this contract.

NAME (PRINT) .....

CAPACITY .....

SIGNATURE .....

NAME OF FIRM .....

DATE .....

#### WITNESSES

1 .....

2. ....

DATE: .....

**ACCEPTANCE****TO BE COMPLETED BY THE ACCOUNTING OFFICER OF KAROO HOOGLAND MUNICIPALITY**

By signing this part of the Form of Offer and Acceptance Karoo Hoogland Municipality accepts the tender offer.

This acceptance of this offer shall form an agreement between the municipality and the tenderer upon the terms and conditions contained in this document. By signing this form of offer and acceptance it constitutes a legal and binding contract between Karoo Hoogland Municipality and the tenderer.

NAME (PRINT) .....

CAPACITY .....

SIGNATURE .....

DATE: .....

**WITNESSES**

1 .....

2. ....

DATE: .....

<b>TAX CLEARANCE CERTIFICATE</b>
----------------------------------

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

1. In order to meet this requirement bidders are required to complete in full form TCC001 "Application for a Tax Clearance Certificate" and submit it to any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign bidders / individuals who wish to submit bids. Copies of form TCC 001 are available from any SARS branch office nationally or on the website [www.sars.gov.za](http://www.sars.gov.za).
2. SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1(one) year from the date of approval.
3. The original Tax Clearance Certificate must be submitted together with the bid. Failure to submit the original and valid Tax Clearance Certificate will result in the invalidation of the bid. Certified copies of the Tax Clearance Certificate will not be acceptable.
4. In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a Separate Tax Clearance Certificate.
5. Applications for the Tax Clearance Certificates may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website [www.sars.gov.za](http://www.sars.gov.za).
6. Exemption to the provision of a Tax Clearance Certificate will be granted provided that:
  - a. The bidder is registered on the vendor database of the municipality and a valid tax clearance certificate was submitted together with the application for registration
  - b. If the closing date of the price Tender or bid falls within the expiry date of the tax clearance.

## 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 favoritism, 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.	<b>In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.</b>	
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?	YES / NO
3.8.1	If yes, furnish particulars: ..... ..... .....	
<p><sup>1</sup> MSCM Regulations: "in the service of the state" means to be –</p> <p>(a) a member of –</p> <p>(i) any municipal council;</p> <p>(ii) any provincial legislature; or</p> <p>(iii) the National Assembly or the National Council of Provinces;</p> <p>(b) a member of the board of directors of any municipal entity;</p> <p>(c) an official or any Municipality or municipal entity;</p> <p>(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);</p> <p>(e) a member of the accounting authority of any national or provincial entity; or</p> <p>(f) an employee of Parliament or a provincial legislature.</p> <p><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.</p>		
3.9	Have you been in the service of the state for the past twelve months?	YES / NO
3.9.1	If yes, furnish particulars: ..... ..... .....	



3.10	Do you have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid?	YES / NO
3.10.1	If yes, furnish particulars: ..... ..... .....	
3.11	Are you, aware of any relationship (family, friend, other) between any other bidder and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid?	YES / NO
3.11.1	If yes, furnish particulars: ..... ..... .....	
3.12	Are any of the company's directors, trustees, managers, principle shareholders or stakeholders in the service of the state?	YES / NO
3.12.1	If yes, furnish particulars: ..... ..... .....	
3.13	Are any spouse, child or parent of the company's directors, trustees, managers, principle shareholders or stakeholders in the service of the state?	YES / NO
3.13.1	If yes, furnish particulars: ..... ..... .....	
3.14	Do you or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract?	YES / NO
3.14.1	If yes, furnish particulars: ..... ..... .....	
<b>4. Full details of directors / trustees / members / shareholders</b>		
	<b>Full Name</b>	<b>Identity Number</b>
		<b>State Employee Number</b>

.....  
**Date**

..... **Signature**

.....  
**Name of the bidder**

..... **Capacity**

<b>PREFERENCE POINT CLAIM FORM</b>
------------------------------------

**PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022 AND  
PREFERENTIAL PROCUREMENT POLICY OF KAROO HOOGLAND MUNICIPALITY: EITHER 80/20 OR 90/20  
PREFERENCE POINT SYSTEM**

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

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

- (a) Price; and
- (b) Specific Goals (B-BBEE status level contribution and Locality)

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

The maximum points for this tender are allocated as follows:

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

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

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

## 2. DEFINITIONS

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price Tenders, 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:

<b>80/20</b>	<b>or</b>	<b>90/10</b>
$P_s = 80 \left( 1 - \frac{P_t - P_{min}}{P_{min}} \right)$	or	$P_s = 90 \left( 1 - \frac{P_t - P_{min}}{P_{min}} \right)$
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:

<b>80/20</b>	<b>or</b>	<b>90/10</b>
$P_s = 80 \left( 1 + \frac{P_t - P_{max}}{P_{max}} \right)$	or	$P_s = 90 \left( 1 + \frac{P_t - P_{max}}{P_{max}} \right)$
Where		
P <sub>s</sub>	=	Points scored for price of tender under consideration
P <sub>t</sub>	=	Price of tender under consideration
P <sub>max</sub>	=	Price of highest acceptable tender

### 4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
<b>Youth and Locality</b>				
Age of participant				
Above 35 years of age	2	4		
35 years and below of age	5	10		
*Locality	5	10		
<b>Total Points</b>	<b>10</b>	<b>20</b>		

**Youth**

Please attach Company registration and the ID Copies of the Directors / Members / Proprietors or valid B-BBEE Verification Report (rating report) to get claimed points

Directors/Members	ID Nr	Age

**\* LOCALITY**

Local area of supplier	Number of Points for Preference	
	80/20	90/10
<b>A Municipal Services Account with a business premises address(es) must been attached</b>		
Within the boundaries of the Karoo Hoogland Municipality	<b>10</b>	<b>5</b>
Within the boundaries of Namakwa District Municipality	<b>6</b>	<b>3</b>
Within the boundaries of the Northern Cape	<b>4</b>	<b>2</b>
Outside of the boundaries of the Northern Cape	<b>0</b>	<b>0</b>

**5. DECLARATION WITH REGARD TO COMPANY/FIRM**

5.1 Name of company/firm.....

5.2 Company registration number: .....

5.3 VAT registration number: .....

5.4 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]

5.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....  
 .....

## 5.6 COMPANY CLASSIFICATION

- Manufacturer
- Supplier
- Professional service provider
- Other service providers, e.g. transporter, etc.
- [TICK APPLICABLE BOX]

## 5.7 MUNICIPAL INFORMATION

Municipality where business is situated: .....

Street address of business: .....

.....

Registered municipal account number: .....

## 5.8 Total number of years the company/firm has been in business: .....

## 5.9 I, the undersigned, who is duly authorised to do so on behalf of the company/firm,

certify that the points claimed, based on the specific goals as advised in the tender,  
qualifies the company/ firm for the preference(s) shown and I acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 5, 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:** .....

.....

.....

.....

<b>DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES</b>
---

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

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector?  (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).  <b>The Database of Restricted Suppliers now resides on the National Treasury's website(<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) and can be accessed by clicking on its link at the bottom of the home page.</b>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? or 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.	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	or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.5.1	If so, furnish particulars:		

#### CERTIFICATION

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

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

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

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder

<b>CERTIFICATE OF INDEPENDENT BID DETERMINATION</b>
---

- 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.      takes all reasonable steps to prevent such abuse;
  - b.      reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
  - c.      cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
  
- 4      This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
  
- 5      In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

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

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



## CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

**ESTABLISHMENT OF A PANEL OF LEGAL SERVICES PROVIDERS (LEGAL PRACTITIONERS INCLUDING ATTORNEYS AND ADVOCATES) FOR A PERIOD OF THIRTY-SIX(36) MONTHS OR THREE (3) YEARS**

in response to the invitation for the bid made by:

**KAROO HOOGLAND LOCAL MUNICIPALITY**

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

I certify, on behalf of: \_\_\_\_\_ that:

**(Name of Bidder)**

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

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

<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.

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder

<b>CERTIFICATE FOR PAYMENT OF MUNICIPAL SERVICES</b>
--

<b>KAROO HOOGLAND MUNICIPALITY</b> <b>CERTIFICATE FOR PAYMENT OF MUNICIPAL SERVICES</b>
--

(To be signed in the presence of a Commissioner of Oaths)

I, the undersigned, in submitting the accompanying bid, declare that I am duly authorised to act on behalf on:

(Name of Enterprise)

I hereby acknowledge that according to SCM Regulation 38(1)(d)(i), the Municipality may reject the tender of the tenderer if any municipal rates and taxes or municipal service charges owed by the Tenderer or any of its directors/members/partners to the Karoo Hoogland Municipality, or to any other municipality or municipal entity, are in arrears for more than 3 (three) months.

To the best of my personal knowledge, neither the firm nor any director/member/partner of said firm is in arrears on any of its municipal accounts with any municipality in the Republic of South Africa, for a period longer than 3 (three) months.

If the value of the transaction is expected to exceed R10 million (VAT included) I certify that the bidder has no undisputed commitments for municipal services towards any Municipality in respect of which payment is overdue for more than 30 days;

PHYSICAL BUSINESS ADDRESS(ES) OF THE TENDERER	MUNICIPAL ACCOUNT NUMBER

**FURTHER DETAILS OF THE BIDDER'S (Directors / Shareholders / Partners, etc.):**

Director / Shareholder / Partner	Physical address of the Business	Municipal Account Number (s)	Physical / Residential address of the Director / Shareholder / Partner	Municipal Account Number (s)

**NB: PLEASE ATTACH CERTIFIED COPY(IES) OF IDENTITY DOCUMENT(S). Failure to comply will result in your bid being marked as non-responsive.**

**NB: PLEASE ATTACH COPY(IES) OF MUNICIPAL ACCOUNTS.**

**NUMBER OF SHEETS APPENDED BY THE TENDERER TO THIS SCHEDULE (IF NUL, ENTER NIL).**

Therefore, hereby agrees and authorises the Karoo Hoogland Municipality to deduct the full amount outstanding by the Tenderer or any of its directors / members / partners from any payment due to the tenderer; and

I further hereby certify that the information set out in this schedule and/or attachment(s) hereto is true and correct. The Tenderer acknowledges that failure to properly and truthfully complete this schedule may result in the tender being disqualified, and/or in the event that the tenderer is successful, the cancellation of the contract.

NAME OF ENTERPRISE:

NAME (PRINT):

CAPACITY:

SIGNATURE:

DATE:

**COMMISSIONER OF OATHS**

Signed and sworn to before me at \_\_\_\_\_, on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_ by the Deponent, who has acknowledged that he/she knows and understands the contents of this Affidavit, it is true and correct to the best of his/her knowledge and that he/she has no objection to taking the prescribed oath, and that the prescribed oath will be binding on his/her conscience.

COMMISSIONER OF OATHS:

Position: \_\_\_\_\_

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

Tel: \_\_\_\_\_

**Apply official stamp of authority on this Page:**

**Form B**

<b>KAROO HOOGLAND MUNICIPALITY AUTHORITY FOR SIGNATORY</b>
--

**Attach resolution re authority of signatory.**

Companies submitting tenders must provide evidence that the person who signed the tender document has authority to do so, by attaching a copy of the relevant resolution of the Board of Directors, duly signed and dated, to this form. Alternatively, this form may be completed by competent authority.

By resolution of the Board of Directors at a meeting held on .....

Mr/Ms .....

Has been duly authorised to sign all documents in connection with this Tender on behalf of:

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

SIGNED OF BEHALF OF COMPANY: .....

IN HIS CAPACITY AS: .....

SIGNATURE OF SIGNATORY: .....

COMPANY STAMP:

**Form C**

<b>INDEMNITY AGREEMENTS</b>
-----------------------------

**SUPPLIER**

"I ..... the undersigned, having been given permission by the Municipal Manager to enter the property of the Municipality for purposes of deliveries and having recognised the inherent hazards that exist in premises of this nature, hereby acknowledge that I enter the said property entirely at my own risk and that I shall have no claim against the Municipality or any of its employees, agents or mandataries for any loss, damage or injury whether fatal or otherwise, whether or not same is a result of any negligent act or omission on the part of the Municipality or any of its employees or other independent contractors or is as a result of the use of defective materials or equipment supplied by the Municipality or by way of any human or mechanical error, default or failure occurring on the said property or by way of any other cause, nothing at all excepted. Further, I hereby hold the Municipality blameless for any damage, injury or loss suffered by any person or such person's dependants as a result of the said contractual work and I undertake to compensate fully the Municipality for any loss sustained by it through and by way of such contractual work".

SIGNED: ..... DATE: .....

WITNESS: ..... DATE: .....

WITNESS: ..... DATE: .....

<b>JOINT VENTURE DECLARATION</b>
----------------------------------

**Submit your Joint Venture Agreement together with this annexure.**

Section 1: Name of each enterprise: .....	
Address of each enterprise: ..... <div style="text-align: center; margin-top: 20px;">           .....            .....            .....         </div>	
Section 2: VAT registration number(s), if any:	
Section 3: CIDB registration number(s), if any:	
Section 4: Has an original valid Tax Clearance Certificate been submitted by each enterprise?	
YES	NO
Section: 5 Percentage equity ownership by black persons (no franchise prior to elections).	%
Section: 6 Percentage equity ownership by women.	%
Section: 7 Percentage equity ownership by a person who has a disability.	%
Section: 8 Percentage of the contract value managed or executed by the HDI member.	%

SIGNED ON BEHALF OF TENDERER \_\_\_\_\_

**KAROO HOOGLAND MUNICIPALITY****TENDER NO KHM T002/07/2025: ESTABLISHMENT OF A PANEL OF LEGAL SERVICES PROVIDERS (LEGAL PRACTITIONERS INCLUDING ATTORNEYS AND ADVOCATES) FOR A PERIOD OF THIRTY-SIX(36) MONTHS OR THREE (3) YEARS**

The tenderer must insert in the space provided below, a list of work (goods supplied) **similar in nature** to this Contract, completed by him/her during the past five years, or work presently being performed by his/her firm: -

<b><u>Employer</u></b>	<b><u>Contact Person (Name, Tel No, e-mail)</u></b>	<b><u>Description of Work</u></b>	<b><u>Value of Work</u></b>	<b><u>Year Completed</u></b>

**SIGNED OF BEHALF OF THE TENDERER: .....**



**TENDERING PROCEDURES, CONDITIONS AND INFORMATION : DOCUMENT COMPLETION INSTRUCTION AND RETURNABLE DOCUMENTS SCHEDULE**
**1. General and special conditions of contract**

The general conditions of contract (GCC) as well as special conditions of contract (SCC) forming part of this set of tender documents will be applicable to this tender in addition to the conditions of tender. Where the GCC and SCC are in conflict with one another, the stipulations of the SCC will prevail.

**2. Acceptance or Rejection of a tender**

The municipality reserves the right to withdraw any invitation to tender and/or to re-advertise or to reject any tender or to accept part of it. The municipality does not bind itself to accepting the lowest tender or the tender scoring the highest points. The municipality reserves the right to waive any requirements as contained in the bid conditions and or specifications.

**3. Validity Period**

Bids shall remain valid for one hundred and twenty (120) days after the tender closure date.

**4. VAT**

Price(s) tender must be firm and must be inclusive of VAT.

**5. Registration on central supplier database**

It is expected of all prospective service providers who are not yet registered on the central supplier database to register without delay on the prescribed form. The municipality reserves the right not to award tenders to prospective suppliers who are not registered on the database.

**6. Completion of Tender Documents**

- a) The original tender document must be completed fully in black ink and signed by the authorised signatory to validate the tender. Failure to do so will result in the disqualification of the tender.
- b) Tender documents may not be retyped. Retyped documents will result in the disqualification of the tender.
- c) The complete original tender document must be returned. Missing pages will result in the disqualification of the tender.
- d) No unauthorised alteration of this set of tender documents will be allowed. Any unauthorised alteration will disqualify the tender automatically. Any ambiguity has to be cleared with contact person for the tender before the tender closure.

**7. Compulsory Documentation**
**7.1 Tax Clearance Certificate**

- a) A copy of a Tax Compliance Status Pin and a Tax Compliance Certificate, printed from the South African Revenue Service (SARS) website, must accompany the bid documents. The onus is on the bidder to ensure that their tax matters with SARS are in order.
- b) In the case of a Consortium/Joint Venture every member must submit a separate Tax Compliance Status Pin and a Tax Compliance Certificate, printed from the SARS website, with the bid documents.
- c) If a bid is not supported by a Tax Compliance Status Pin and a Tax Compliance Certificate as an attachment to the bid documents, the Municipality reserves the right to obtain such documents after the closing date to verify that the bidder's tax matters are in order. If no such document can be obtained within a period as specified by the Municipality, the bid will be disqualified.
- d) The Tax Compliance Status Pin will be verified by the Municipality on the SARS website.

**7.2 Municipal Rates, Taxes and Charges**

- a) A copy of the bidder's (in the name of the company and/or lease agreement) of its directors' municipal accounts (for the Municipality where the bidder pays his account) for the month preceding the tender closure date must accompany the tender documents. A three months bank statement indicating the rental are paid must be submit as proof with the lease agreement. If such a copy does not accompany the bid document of the successful bidder, the Municipality reserves the right to obtain such documents after the closing date to verify that their municipal accounts are in order.

- b) Any bidder which is or whose directors are in arrears with their municipal rates and taxes or municipal charges due to any Municipality or any of its entities for more than three months and have not made an arrangement for settlement of same before the bid closure date will be unsuccessful.
- c) If a bidder rents their premises, proof must be submitted that the rental includes their municipal rates and taxes or municipal charges and that their rent is not in arrears. . A three months bank statement indicating the rental are paid must be submit as proof with het lease agreement.
- d) In the event of residing at the rural area where services are not rendered a letter from the tribal authority with affidavit must be submitted.

### 7.3 Authorised Signatory

- a) A copy of the recorded Resolution taken by the Board of Directors, members, partners or trustees authorising the representative to submit this bid on the bidder's behalf must be attached to the Bid Document on submission of same.
- b) A bid shall be eligible for consideration only if it bears the signature of the bidder or of some person duly and lawfully authorised to sign it for and on behalf of the bidder.

### 8. Statutory supporting documents

- a) Certified copies of Identity Documents of members / shareholders / directors of the company (original stamp not older than 3 months).
- b) Valid CIPC documents / copies of company registration documents.
- c) Declaration of interest forms duly completed (MBD documents).
- d) General conditions of contract must be properly signed.

### 9. Conditions

Comply with conditions as specified in the Bid documents and / or specification documents.

### 10. Tender

- a) Specifications must be disclosed on the tender.
- b) Tender must be original and must be on the company's letterhead.

### 11. Submission of Tender

- a) The tender must be placed in a sealed envelope, clearly marked with the **tender number, title** as well as closing date and time and placed in the tender box at **Cash Office, 2 Mulder str, Williston**.
- b) Faxed, e-mailed and late tenders **will not be** accepted. Tenders may be delivered by hand, by courier, or posted at the bidder's risk and must be received by the deadline stated on the advert, irrespective of how they are sent or delivered.

### 12. Expenses Incurred in Preparation of Tender

The Municipality shall not be liable for any expenses incurred in the preparation and submission of the tender.

### 13. Contact with Municipality after Tender Closure Date

Bidders shall not contact Karoo Hoogland Local Municipality on any matter relating to their bid from the time of the opening of the bid to the time the contract is awarded. If a bidder wishes to bring additional information to the attention of Karoo Hoogland Local Municipality, it should do so in writing. Any effort by the firm to influence Karoo Hoogland Local Municipality in the bid evaluation, bid comparison or contract award decisions may result in the rejection of the bid.

### 14. Opening, Recording and Publications of Tenders Received

- a) Tenders will be opened on the closing date immediately after the closing time specified in the tender documents. If requested by any bidder present, the names of the bidders, and if practical, the total amount of each bid and of any alternative bids will be read out aloud.
- b) Details of tenders received in time will be recorded in a register which is open to public inspection.
- c) Faxed, e-mailed and late tenders will not be accepted.

### 15. Evaluation of Tenders

Tenders will be evaluated in terms of their responsiveness to the tender specifications and requirements as well as such additional criteria as set out in this set of tender documents.

### 16. Procurement Policy

Bids will be evaluation in terms of the 80 (price) /20 (Specific Goals) preferential point system. Bids will be awarded in accordance with the Preferential Procurement Regulations, 2022 pertaining to the Preferential

Procurement Policy Framework Act, No 5 of 2000 and its amendments as well as the Municipality's Supply Chain Management Policy.

**17. Contract**

The Municipality, at its discretion, may request the signing of an additional Service Level Agreement which, together with the signed tender document, will constitute the full agreement between the Municipality and the successful bidder.

**18. Language of Service Provider**

The contract documents will be compiled in English and the English versions of all referred documents will be taken as applicable.

**19. Extension of Contract**

The contract with the successful bidder may be extended on the basis of performance with a period not exceeding 15% of the original contract.

**20. Wrong Information Furnished**

Where a contract has been awarded on the strength of the information furnished by the bidder which, after the conclusion of the relevant agreement, is proved to have been incorrect, the Municipality may, in addition to any other legal remedy it may have, recover from the contractor all costs, losses or damages incurred or sustained by the Municipality as a result of the award of the contract.

**21. Past Practices**

- a) The bid of any bidder may be rejected if that bidder or any of its directors have abused the municipality's supply chain management system or committed any improper conduct in relation to such system.
- b) The bid of any bidder may be rejected if it is or has been found that that bidder or any of its directors influenced or tried to influence any official or councillor with this or any past tender.
- c) The bid of any bidder may be rejected if it is or has been found that that bidder or any of its directors offered, promised or granted any official or any of his/her close family members, partners or associates any reward, gift, favour, hospitality or any other benefit in any improper way, with this or any past tender.

**FAILURE TO COMPLY WITH THE ABOVEMENTIONED WILL RESULT IN NO PREFERENCE POINTS BEING AWARDED**

**22. Letter of Good Standing from the Commissioner of Compensation**

- a) A valid Letter of Good Standing from the Compensation Commissioner or a copy thereof, must accompany the bid documents unless the bidder is registered on the Central Supplier Database and they have a valid Letter of Good Standing from the Compensation Commissioner or a copy thereof for the bidder on record. The onus is on the bidder to ensure that the Municipality has a valid Letter of Good Standing from the Compensation Commissioner or a copy thereof on record.
- b) In the case of a Consortium/Joint Venture every member must submit a separate valid Letter of Good Standing from the Compensation Commissioner or a copy thereof with the bid documents unless the member is registered on the Central Supplier Database and they have a valid Letter of Good Standing from the Compensation Commissioner or a copy thereof on record for all members of the Consortium/Joint Venture.
- c) If a bid is not supported by a valid Letter of Good Standing from the Compensation Commissioner or a copy thereof, either as an attachment to the bid documents or on record in the case of suppliers registered on the Central Supplier Database, the Municipality reserves the right to obtain such document after the closing date. If no such document can be obtained within a period as specified by the Municipality, the bid will be disqualified.
- d) If a bid is accompanied by proof of application for valid Letter of Good Standing from the Compensation Commissioner, the original or copy thereof must be submitted on/or before the final date of award.
- e) Should a bidder's Letter of Good Standing from the Compensation Commissioner expire during the contract period, a valid certificate must be submitted within an agreed upon time.
- f) The right is reserved to not award a tender if a valid Letter of Good Standing from the Compensation Commissioner or a certified copy thereof is not submitted within the requested time.

# **KAROO HOOGLAND**

## **MUNICIPALITY**

**Republic of South Africa**



### **KAROO HOOGLAND MUNICIPALITY PROCUREMENT: GENERAL CONDITIONS OF CONTRACT (GCC)**

**ESTABLISHMENT OF A PANEL OF LEGAL SERVICES PROVIDERS  
(LEGAL PRACTITIONERS INCLUDING ATTORNEYS AND  
ADVOCATES) FOR A PERIOD OF THIRTY-SIX(36) MONTHS OR  
THREE (3) YEARS**

**NOTES**

The purpose of this document is to:

- i. Draw special attention to certain general conditions applicable to government bids, contracts and orders; and
- ii. To ensure that clients be familiar with regard to the rights and obligations of all parties involved in doing business with government.

In this document words in the singular also mean in the plural and vice versa and words in the masculine also mean in the feminine and neuter.

- The General Conditions of Contract will form part of all bid documents and may not be amended.
- Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately for every bid (if applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.

**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. Contract amendments
19. Assignment
20. Subcontracts
21. Delays in the supplier's performance
22. Penalties
23. Termination for default
24. Dumping and countervailing duties
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. National Industrial Participation Programme (NIPP)
34. Transfer of Contracts
35. Amendments of Contracts
36. Prohibition of restrictive practices

<b>General Conditions of Contract</b>	
<b>1. Definitions</b>	<p>1. The following terms shall be interpreted as indicated:</p> <p>1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.</p> <p>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.</p> <p>1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.</p> <p>1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.</p> <p>1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.</p> <p>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.</p> <p>1.7 "Day" means calendar day.</p> <p>1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.</p> <p>1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.</p> <p>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 supplies are so delivered and a valid receipt is obtained.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>1.14 "GCC" means the General Conditions of Contract.</p> <p>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.</p> <p>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 supplies covered by the bid will be manufactured.</p> <p>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.</p> <p>1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.</p> <p>1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.</p> <p>1.20 "Project site," where applicable, means the place indicated in bidding documents.</p> <p>1.21 "Purchaser" means the organization purchasing the goods.</p> <p>1.22 "Republic" means the Republic of South Africa.</p>

	<p>1.23 "SCC" means the Special Conditions of Contract.</p> <p>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.</p> <p>1.25 "Written" or "in writing" means hand-written in ink or any form of electronic or mechanical writing.</p>
<b>2. Application</b>	<p>2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.</p> <p>2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.</p> <p>2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.</p>
<b>3. General</b>	<p>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.</p> <p>3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from <a href="http://www.treasury.gov.za">www.treasury.gov.za</a></p>
<b>4. Standards</b>	<p>4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.</p>
<b>5. Use of contract documents and information; inspection</b>	<p>5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.</p> <p>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.</p> <p>5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.</p> <p>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.</p>
<b>6. Patent rights</b>	<p>6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.</p>
<b>7. Performance security</b>	<p>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.</p> <p>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.</p> <p>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:</p> <ol style="list-style-type: none"> <li>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</li> <li>an cashier's or certified cheque.</li> </ol> <p>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 in SCC.</p>
<b>8. Inspections, tests and analyses</b>	<p>8.1 All pre-bidding testing will be for the account of the bidder.</p> <p>8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the</p>

	<p>bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.</p> <p>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.</p> <p>8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.</p> <p>8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.</p> <p>8.6 Supplies 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.</p> <p>8.7 Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies 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 supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the provider further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.</p> <p>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.</p>
<b>9. Packing</b>	<p>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.</p> <p>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, specified in SCC, and in any subsequent instruction ordered by the purchaser.</p>
<b>10. Delivery and documents</b>	<p>10.1 Delivery of the goods shall be made by the supplier in accordance with the terms specified in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC.</p> <p>10.2 Documents to be submitted by the supplier are specified in SCC.</p>
<b>11. Insurance</b>	<p>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 in the SCC.</p>
<b>12. Transportation</b>	<p>12.1 Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.</p>
<b>13. Incidental Services</b>	<p>13.1 The provider may be required to provide any or all of the following services, including additional services, if any, specified in SCC:</p> <ol style="list-style-type: none"> <li>performance or supervision of on-site assembly and/or commissioning of the supplied goods;</li> <li>furnishing of tools required for assembly and/or maintenance of the supplied goods;</li> <li>furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;</li> <li>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</li> <li>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.</li> </ol> <p>13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.</p>
<b>14. Spare parts</b>	<p>14.1 As specified in SCC, 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:</p>



	<p>(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</p> <p>(b) in the event of termination of production of the spare parts:</p> <ol style="list-style-type: none"> <li>Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and</li> <li>following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.</li> </ol>
<b>15. Warranty</b>	<p>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.</p> <p>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 in SCC.</p> <p>15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.</p> <p>15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.</p> <p>15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, 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.</p>
<b>16. Payment</b>	<p>16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.</p> <p>16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract.</p> <p>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.</p> <p>16.4 Payment will be made in Rand unless otherwise stipulated in SCC.</p>
<b>17. Prices</b>	<p>17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.</p>
<b>18. Contract amendments</b>	<p>18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.</p>
<b>19. Assignment</b>	<p>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.</p>
<b>20. Subcontracts</b>	<p>20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this 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.</p>
<b>21. Delays in the supplier's performance</b>	<p>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.</p> <p>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.</p> <p>21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, Provincial department or a local authority.</p> <p>21.4 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 supplies are required, or the supplier's services are not readily available.</p>

	<p>21.5 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 21.2 without the application of penalties.</p> <p>21.6 Upon any delay beyond the delivery period in the case of a supplies 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.</p>
<b>22. Penalties</b>	<p>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.</p>
<b>23. Termination for default</b>	<p>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:</p> <ol style="list-style-type: none"> <li>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;</li> <li>if the supplier fails to perform any other obligation(s) under the contract; or</li> <li>if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.</li> </ol> <p>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.</p> <p>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.</p> <p>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 intended penalty as not objected against and may impose it on the supplier.</p> <p>23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, 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 Accounting Officer / Authority actively associated.</p> <p>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:</p> <ol style="list-style-type: none"> <li>the name and address of the supplier and / or person restricted by the purchaser;</li> <li>the date of commencement of the restriction;</li> <li>the period of restriction; and</li> <li>the reasons for the restriction.</li> </ol> <p>These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.</p> <p>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.</p>
<b>24. Anti-Dumping and countervailing duties and rights</b>	<p>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 contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or</p>

	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.
<b>25. Force Majeure</b>	<p>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.</p> <p>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.</p>
<b>26. Termination for insolvency</b>	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.
<b>27. Settlement of disputes</b>	<p>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.</p> <p>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.</p> <p>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.</p> <p>27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC</p> <p>27.5 Notwithstanding any reference to mediation and/or court proceedings herein,</p> <ol style="list-style-type: none"> <li>the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and</li> <li>the purchaser shall pay the provider any monies due the supplier.</li> </ol>
<b>28. Limitation of liability</b>	<p>28.1 Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6;</p> <ol style="list-style-type: none"> <li>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</li> <li>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.</li> </ol>
<b>29. Governing language</b>	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.
<b>30. Applicable law</b>	30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
<b>31. Notices</b>	<p>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.</p> <p>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.</p>
<b>32. Taxes and duties</b>	<p>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.</p> <p>32.2 A local provider shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.</p> <p>32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.</p> <p>32.4 No contract shall be concluded with any bidder whose municipal rates and taxes and municipal services charges are in arrears or where the 3 months bank statement indicating that the rental of the lease agreement are paid must submit.</p>

<b>33. National Industrial Participation Programme (NIPP)</b>	33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.
<b>34. Transfer of Contracts</b>	34.1 The contract shall not abandon, transfer, cede assign or sublet a contract or part thereof without the written permission of the purchaser
<b>35. Amendment of contracts</b>	35.1 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.
<b>36. Prohibition of restrictive practices</b>	<p>36.1 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 (or bid rigging).</p> <p>36.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.</p> <p>36.3 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.</p>

## ANNEXURE B

### FUNCTIONALITY CRITERIA

MUST BE COMPLETED ON THESE FORMS

#### CRITERIA 1: TENDERER'S CAPACITY & COMPANY PROFILE

To facilitate ease of evaluation please complete the following information in full:

1. **Details of the Entity:** (Name, physical and postal address and other contact details of firm)

Name of Entity	Company Registration Number	Number of years the entity has been in existence	Number of years of experience relevant to this bid

**Physical and Postal Address:**

1. **Business Structure** / Firm structure (details of partners, associates, consultants, professional assistants, candidate attorneys);

**Please insert Business Structure**

2. **Details of the Partners/Director(s)/Owner(s):**

Full Name and Surname	Position	ID Number

3. The company and technical/administrative support;

4. Litigation capacity.

5. Focus and speciality areas of support staff;

6. Technology infrastructure and software programs/online law products;
7. Office infrastructure;
8. Office building/s and ownership/lease status; and
9. Other relevant information in this category.
10. A short history (±250 words) of the entity, including the **opening date** and if a legal practice, the practice number issued by the relevant Provincial Law Society:

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11. List of key/major clients that the entity has serviced (current and/ or past), together with an indication of the nature and duration of such attorney/ client relationship:

Name of key/major clients	Nature of attorney/client relationship	Duration of attorney/client relationship

12. List of cases that the entity has worked on, as well as in what capacity the legal assistance was rendered.

Name of Case	Capacity	Outcome of the Case


## **CRITERIA 2 : OVERALL GENERAL EXPERIENCE OF LEAD ATTORNEYS**

For the purpose of this assessment, the Tenderer will be required to **attach** the following information, support documentation to the memorandum detailing the following:

- 3.1. The Lead Attorney/s' qualifications, admission certificate, relevant training, skills, knowledge, and experience of matters relating to the area of speciality/category as tendered for.
- 3.2. CV's of the Lead Attorney/s of not more than 4 pages (excluding attachments);



## CURRICULUM VITAE

CURRICULUM VITAE OF: \_\_\_\_\_ (insert full name)

<b>Full Name:</b>		<b>Surname:</b>	
<b>Nationality:</b>			
<b>ID Number:</b>			
<b>Gender:</b>			
<b>Home Language:</b>			
<b>Other Languages:</b>			
<b>Company Registration Number (for single person entity)</b>			
<b>Current Employer Name:</b>			
<b>Trust Account?</b>	Confirm - Yes / No		
<b>Office Location:</b>			
<b>Capacity of the Firm</b>		<b>Number of years in the Legal Service Industry</b>	
<b>Contact Tel (Work)/ Cell</b>		<b>Email Address:</b>	

**Describe below, in maximum 60 words, significant highlights of your professional experience and high court achievements:**

**Briefly indicate below your experience in representing public sector in the high court on litigation matters (maximum 50 words)**

**If Junior Attorney or Advocate: Confirm the number of years' practical experience in non-litigious matters in the specialised law services / fields applying for and indicate the cases worked on and the period, in order to proof the number of years and relevance of your practical experience.**

**If Senior Advocate or Attorney: Confirm the number of years' practical experience in high court litigation with judgement of 3 finalized trial or opposed motion court matters (Case number will serve as proof).  
The years practical experience and judgments must be in the specialized law services / fields applying for.**

## Academic achievements in the legal service sector:

<u>Institution Name</u>	<u>Qualification(s) Obtained</u>	<u>Year obtained</u>

## WORK EXPERIENCE

<b>Name of the clients assisted</b>	<b>Location of the client</b>	<b>Case Number</b>	<b>Status of the Judgement</b>	<b>Duration of the case</b>
e.g SARS	e.g Pretoria	e.g JUS4444	e.g finalized or pending	

## Professional Bodies Membership

<b>Name of Institution</b>	<b>Membership number</b>

<b><u>Relevant Training and Skills</u></b>			
<b>Skill/Training</b>	<b>Description</b>	<b>Date issued/used</b>	
<b><u>Other Skills/literacy/information (computer skills, publications, etc.)</u></b>			
<b>Skill/Publication name</b>	<b>Description</b>	<b>Date issued/used</b>	
<b>REFERENCES</b>			
<b><u>Reference 1</u></b>			
<b>Name and Surname</b>		<b>Position/ Occupation</b>	
<b>Employer Name</b>			
<b>Contact Details</b>		<b>E-mail</b>	
<b><u>Reference 2</u></b>			
<b>Name and Surname</b>		<b>Position/ Occupation</b>	
<b>Employer Name</b>			
<b>Contact Details</b>		<b>E-mail</b>	
<b><u>Reference 3</u></b>			
<b>Name and Surname</b>		<b>Position/ Occupation</b>	
<b>Employer Name</b>			
<b>Contact Details</b>		<b>E-mail</b>	

### **SUPPORTING DOCUMENTATION (Attach with CV)**

Document (Also refer to par. 6.3 of the SCC):	Reference as:
Admission certificate (court order)	
Valid Certificate of Good Standing from the South African Legal Practice Council	
Valid Fidelity Fund Certificate as per section 84 of the Legal Practice Act (Applicable to legal practitioners with trust accounts)	
Legal Practice Management Certificate as per section 85 of the Legal Practice OR Proof of full exemption from the relevant Law Society	

Copy of Identity Document (ID)	
Copies of academic and professional qualifications	

### **CRITERIA 3: EXPERIENCE OF LEAD ATTORNEY/S IN SPECIFIC AREA OF LAW**

The experience of the Lead Attorney/s in respect of each category of service tendered for, (see Pricing Schedule) will be assessed as set out below.

For the purpose of this assessment, the Tenderer will be required to **attach the following information**, support documentation to the memorandum detailing the following:

- 4.1. The Lead Attorney/s' knowledge and experience of issues which he/she considers pertinent to the tendering of the service e.g. key legislation, local conditions, affected communities, approach, etc.
- 4.2. Supply examples of key relevant assignments undertaken/matters attended to by the lead practitioner/s for other organs of state and/or other clients, with contact details of references to enable the Municipality to contact them. Karoo Hoogland Municipality undertakes to maintain strict confidentiality of the details supplied. Details should be put in tabular form with the following headings and submitted with the Bid (add as separate attachment):

<b>Employer, contact person (plus contact details)</b>	<b>Description of work (service)</b>	<b>Date completed</b>

- 4.3 Brief outline (200 words less) of the issues considered to be pertinent to the rendering of the services in the area of speciality/category as tendered for.

## CRITERIA 4 : EXPERIENCE OF KEY PROFESSIONAL SUPPORT STAFF

The experience of key support staff, in respect of each category of service tendered for (see Pricing Schedule) will be assessed

For the purpose of the above assessment, the Tenderer will be required to submit support documentation detailing the education, training, skills and experience of the other key technical and professional support personnel in the area of speciality/category as tendered for.

Attach Completed Shortened Template of CV

### Key Technical and Professional Support personnel

Name And Surname	Description of work (service)	Education and Skills	Area of Experience	Years of experience

Shortened CV of key technical and Support staff

## CURRICULUM VITAE

CURRICULUM VITAE OF: \_\_\_\_\_ (insert full name)

Full Name:		Surname:	
Nationality:			
ID Number:			
Gender:			
Home Language:			
Other Languages:			
Current Employer Name:			
Years at current Employer			
Contact Tel (Work)/ Cell		Email Address:	

### Academic achievements/ Education:

<u>Institution Name</u>	<u>Qualification(s) Obtained</u>	<u>Year obtained</u>

### WORK EXPERIENCE (Employer, Years of employment, Duties, area of duties)

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### Professional Bodies Membership

Name of Institution	Membership number



<b><u>Relevant Training and Skills</u></b>			
<b>Skill/Training</b>	<b>Description</b>	<b>Date issued/used</b>	
<b><u>Other Skills/literacy/information (computer skills, publications, etc.)</u></b>			
<b>Skill/Publication name</b>	<b>Description</b>	<b>Date issued/used</b>	
<b>REFERENCES</b>			
<b><u>Reference 1</u></b>			
<b>Name and Surname</b>		<b>Position/ Occupation</b>	
<b>Employer Name</b>			
<b>Contact Details</b>		<b>E-mail</b>	
<b><u>Reference 2</u></b>			
<b>Name and Surname</b>		<b>Position/ Occupation</b>	
<b>Employer Name</b>			
<b>Contact Details</b>		<b>E-mail</b>	

### **SUPPORTING DOCUMENTATION (Attach with CV)**

Document	Reference as:
Copy of Identity Document (ID)	<b>Appendix B.5</b>
Copies of academic and professional qualifications	<b>Appendix B.6</b>

## CRITERIA 5 : LOCAL GOVERNMENT EXPERIENCE

The local government experience of the **Lead Attorney** in respect of **each category** of service tendered for, (see Pricing Schedule) will be assessed as set out below.

For the purpose of this assessment, the Tenderer will be required to submit **sufficient information** and **support documentation** detailing the following:

- 1.1. The Lead Attorney's specific local government experience of matters relating to the area of speciality/category as tendered for.
- 6.2. List key **examples** of High Court and Magistrate Court litigation on behalf of local authorities, as well as other key work instructions performed for local authorities during the past 3 years. (The examples should only relate to the category/ies of service/s in respect of which a bid is submitted in terms of this tender).
- 6.3. The variety of local government matters in which the Lead Attorney has knowledge and experience.