



CLUSTER
CHIEF OPERATIONS

UNIT
LEGAL AND COMPLIANCE UNIT

DEPARTMENT
ALL DEPARTMENTS

PROCUREMENT DOCUMENT
GOODS / SERVICES

Documents are to be obtained, free of charge, in electronic format, from the [National Treasury's eTenders website](#) or the [eThekweni Municipality's website](#).

Tender No: 1A- 31632

Title: APPOINTMENT OF THE PANELS OF ATTORNEYS, CONVEYANCERS
& SUPPLY CHAIN MANAGEMENT OBJECTIONS AND COMPLAINTS
AUTHORITY FOR 36 MONTHS

CLARIFICATION MEETING AND QUERIES

Clarification Meeting: There will be no clarification meeting

Queries can be addressed to: Fikile Sigwebela

General / Contractual: email: Fikile.Sigwebela@durban.gov.za;
Tel: 0313229137

Sinqobile Msomi

Tel: 031 311 3196 email: Sinqobile.Msomi@durban.gov.za /

Legal/Technical: Legal.Compliance@durban.gov.za. Email queries to be submitted by 27
March 2025 and consolidated answers to questions will be uploaded on 03
April 2025.

DELIVERY OF TENDERS

Sealed Tenders, addressed to the City Manager and marked with the Tender Number, are to be placed in the Tender Box **located in the ground floor foyer of the Municipal Buildings, 166 KE Masinga Road (Old Fort Rd), Durban** (and not any other municipal department), no later than:

Closing Date: Friday, 11 April 2025

Time: 11:00am

FACSIMILE, eMAIL or POSTED TENDERS WILL NOT BE ACCEPTED

Issued by:

ETHEKWINI MUNICIPALITY

Senior Manager: Mr Mpumelelo Ngalo: Legal and Compliance Unit

Issued: March 2025

Document Version: 24/02/2023

NAME OF TENDERER:

Tender Price: R

VAT Registered: YES / NO
(circle applicable)

PROCUREMENT DOCUMENT (Goods / Services)

INDEX

Section	Page
1) General Information	2
2) Conditions of Tender (Goods / Services: June 2019)	4
3) Special / Additional Conditions of Tender	9
4) Returnable Tender Documents	17
5) General Conditions of Contract (NT Circular 52: July 2010)	33
6) Special / Additional Conditions of Contract.....	40
7) Scope and Specification of Required Supply / Services	58
a) Scope of Supply / Services	
b) Specifications of Required Services	
c) Drawings (if applicable)	
8) Bill of Quantities / Schedule of Rates/Activities	61
9) Official Tender Form	65
10) Annexures (if applicable)	

SECTION 1: GENERAL INFORMATION

YOU ARE HEREBY INVITED TO TENDER FOR REQUIREMENTS OF THE ETHEKWINI MUNICIPALITY

TENDER No.: 1A- 31632

DESCRIPTION: **APPOINTMENT OF THE PANEL OF ATTORNEYS, CONVEYANCERS & SUPPLY CHAIN MANAGEMENT OBJECTIONS AND COMPLAINTS AUTHORITY FOR 36 MONTHS**

CLOSING DATE / TIME: Friday, 11 April 2025 at 11:00am

All tenders must be submitted on official tender documentation issued (in electronic format) by the eThekwini Municipality from:

- the National Treasury's eTenders website (<https://www.etenders.gov.za/>), or
- the eThekwini Municipality's website (<https://www.durban.gov.za/pages/business/procurement>).

Electronically downloaded documentation should be printed by the tenderer.

Tenderers are required to be registered on the **National Treasury Central Supplier Database** (CSD) as a service provider. In the case of a Joint Venture, this requirement will apply individually to each party in the Joint Venture.

Registration on the **eThekwini Municipality's Database** can be done via website: <https://ethekwinvendor.durban.gov.za/>

Tenderers should ensure that tenders are delivered timeously to the correct address as stated in the Conditions of Tender. If a tender is late, it will not be accepted for consideration.

The Municipality will consider a tender submitted in response to this request for tender to be an offer from your company to perform the supply on the basis of that tender. Accordingly, please review the attached General and Special Terms and Conditions which will form the basis for any supply arrangement entered into between the Municipality and your company.

The Municipality is seeking tenders from potential suppliers only and makes no representation or promise in relation to procuring work from a supplier or suppliers. The Municipality will not be responsible for any costs associated with preparing and submitting a tender.

The Municipality does not bind itself to accept the lowest or any tender. It reserves the right to accept the whole or any part of a tender to place orders. Bidders shall not bind the Municipality to any minimum quantity per order. The successful Tenderer (s) shall be bound to provide any quantities stipulated in the specification.

The successful tenderer will be required to fill in and sign a written Contract Form (MBD 7).

NB: NO TENDER WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE
(as defined in Regulation 44 of the Local Government: Municipal Supply Chain Management Regulations).

**THE FOLLOWING PARTICULARS MUST BE FURNISHED
(Failure to do so may result in your tender being disqualified)**

Name of Tenderer:

Postal Address:

Street Address:

E-Mail Address:

Telephone Number:

-

-

Cell phone Number:

Facsimile Number:

Circle Applicable

Is your entity registered on the **eThekweni Municipality's supplier database?**

YES / NO

- **If YES insert** your PR Number:

PR

Is your entity registered on the **National Treasury Central Supplier Database (CSD)?**

YES / NO

- **If YES, insert** your MAAA Number:

MAAA

Insert a SARS Tax Compliance Status PIN

.....

Is your entity VAT registered?

YES / NO

- **If YES insert** Vat Registration Number:

.....

Has a **Declaration of Municipal Fees** been submitted?

YES / NO

Has a **Declaration of Interest** (MBD 4) been submitted?

YES / NO

Has a **Declaration for Procurement Above R10 Million** (MBD 5) been submitted?

YES / NO

Has a **Preference Points Claim** (MBD 6.1) been submitted?

YES / NO

Has a **Declaration of Bidder's Past SCM Practices** (MBD 8) been submitted?

YES / NO

Has a **Certificate of Independent Bid Determination** (MBD 9) been submitted?

YES / NO

Are you the accredited representative in South Africa for the goods / services / works offered? **If YES, enclose proof** at the back of the tender submission.

YES / NO

Signature of Tenderer:

Date:

Name / Surname: (in block capitals)

Capacity under which
this tender is signed:

.....

SECTION 2 : CONDITIONS OF TENDER – (Goods / Services : June 2019)

INDEX

1. **DEFINITIONS**
2. **CONDITIONS OF TENDER & CONTRACT**
3. **TENDER INFORMATION**
 - (1) General
 - (2) Obtaining Tender Documents
 - (3) Queries Relating to this Tender
 - (4) Briefing Session (Clarification Meeting)
 - (5) Closing Date and Delivery of Tender Submissions
 - (6) Tender Validity and Withdrawal of Tenders
4. **RETURNABLE SCHEDULES, FORMS, CERTIFICATES**
 - (1) Authority of Signatory
 - (2) Tax Compliance Status PIN / Tax Clearance Certificate
 - (3) Declaration of Municipal Fees
 - (4) Health and Safety
 - (5) Municipal Bidding Documents
 - (a) MBD 4: Declaration of Interest
 - (b) MBD 5: Declaration for Procurement Above R10 Million
 - (c) MDB 6.1: Preference Points Claim
 - (d) MBD 8: Declaration of Bidder's Past Supply Chain Management Practices
 - (e) MBD 9: Certificate of Independent Bid Determination
 - (5) Official Tender Form
 - (6) Additional Schedules, Forms, or Certificates
5. **INFORMATION TO BE SUPPLIED RE SUB-CONTRACTORS**
6. **SAMPLES**
7. **MANUFACTURERS**
8. **CLARIFICATION**
9. **PRICING**
10. **ESTIMATED QUANTITIES**
11. **DELIVERY, RISK, PACKAGES, ETC**
12. **RATES OF EXCHANGE**
13. **IMPORT PERMITS**
14. **EVALUATION PROCESS**
15. **BRIBERY AND COMMUNICATION WITH COUNCILLORS / OFFICIALS**
16. **NEGOTIATIONS WITH PREFERRED TENDERERS**
17. **CANCELLATION OF TENDER PROCESS**
18. **ACCEPTANCE OF TENDER**
19. **PAYMENT and FACTORING**
20. **APPEAL PROCESS**

SPECIAL / ADDITIONAL CONDITIONS OF TENDER

STANDARD CONDITIONS OF TENDER (Goods / Services)

(5) **Closing Date and Delivery of Tender Submissions**

Sealed *tenders* made out on the enclosed Official Tender Form, which shall be signed by or on behalf of the *Tenderer*, and addressed to the City Manager, marked with the appropriate Tender number, must be placed in the **Tender Box** as stated in the **SCT** not later than the **date and time** as stated in the **SCT**, where after they will be opened publicly.

All tender documents **must** be placed directly into the Tender Box and should not be delivered to any other Municipal Department. *Bidders* are advised that *tenders* submitted by post, fax or email **will not** be considered. All couriered documents must be placed directly into the Tender Box and should not be delivered to any other Municipal Department.

Any *tender* received after the closing date and time stated for the receipt thereof **shall not** be accepted for consideration and shall be returned to the *Tenderer*.

(6) **Tender Validity and Withdrawal of Tenders**

Tenders must hold good until 16:00 of the 5th week following the date on which *tenders* are opened, or during such other period as may be specified in the **SCT**. The *Municipality* may, during the period for which *tenders* are to remain open for acceptance, authorize a *Tenderer* to withdraw their *tender* in whole or in part on condition that the *Tenderer* pays to the *Municipality* on demand, a sum of one thousand Rand (R1,000.00). The *Municipality* may, if it thinks fit, waive payment of such sum in whole or in part.

4. **RETURNABLE SCHEDULES, FORMS, CERTIFICATES**

Each *Tenderer* shall complete fully and accurately the following documents and submit these documents with the *tender*:

- (1) **Authority of Signatory:** In terms of Clause 4(5)(c) of the Conditions of Tender.
- (2) **Tax Compliance Status PIN / Tax Clearance Certificate:** SARS has introduced a new Tax Compliance Status System. Tenderers can submit a Tax Compliance Status PIN (TCS PIN) instead of an original Tax Clearance Certificate. This TCS PIN can be used by third parties to certify the taxpayer's real-time compliance status.
- (3) **Declaration of Municipal Fees:** Only those *Bidders* whose municipal fees are fully paid, or those that have concluded acknowledgement of debt agreements with the *Municipality*, are eligible to *tender*.
All *Bidders* must sign the Declaration of Municipal Fees returnable form, declaring that their municipal fees are in order or that acknowledgement of debt agreements have been concluded, and include the relevant account numbers in the declaration. Failure to include account numbers or sign will invalidate the *tender*. The completion of the declaration is also applicable to *Bidders* outside of the eThekweni Municipal Area.
- (4) **Declaration with respect to the Occupational Health and Safety Act:** Acceptance of undertaking in terms of the Occupational Health and Safety Act (Act 85 of 1993) and the relevant Regulations.

(5) **Municipal Bidding Documents** (which includes):

- (a) **MBD 4: Declaration of Interest:** All Bidders are to sign the Declaration of Interest wherein they declare any relationship that may exist with an official of the Municipality involved in the evaluation process.

Regulation 44 of the Supply Chain Management Regulations states that a Municipality or Municipal Entity may not make any award to a person:

- (i) Who is in the service of the state;
- (ii) If that person is not a natural person, of which any Director, Manager, Principal, Shareholder or Stakeholder is a person in the service of the state; or
- (iii) Who is an advisor or consultant contracted with the Municipality or municipal entity.

Should a contract be awarded, and it is subsequently established that Regulation 44 has been breached, the Municipality shall have the right to terminate the contract with immediate effect.

- (b) **MBD 5: Declaration for Procurement Above R10 Million** (if applicable): For all procurement expected to exceed R10 million (all applicable taxes included), tenderers must complete this questionnaire.

- (c) **MBD 6.1: Preference Points Claim Form:** For the awarding of Preference Points, Bidders are required to complete the attached MBD 6.1 form and return it with their tender submission. Failure on the part of a tenderer to complete and submit this form will be interpreted to mean that preference points for **BBBEE status level of contribution** are not claimed.

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

- (d) **MBD 8: Declaration of Bidders Past Supply Chain Management Practices Form:** This form 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.

- (e) **MBD 9: Certificate of Independent Bid Determination:** Section 4(1)(b)(iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms if it involves collusive tendering or tender rigging. In order to give effect to this, the Certificate of Bid Determination must be completed and submitted with the tender.

(5) **Official Tender Form** (see Section 9)**(a) Legal Status of Tenderer**

It is essential for the purpose of entering into a legal contract that *Bidders* state on the Official Tender Form, under "Name and Address of Tenderer ", their full legal status:

- (i) the full registered name of the company making a *tender*; or
- (ii) if the *Tenderer* is a person conducting business under a recognised trading name then:
 - State the name of the person(s);
 - State recognised trading name; and
 - State whether an owner, co-owner, proprietor, etc.

(b) Signing of Official Tender Form

Failure of a *Tenderer* to complete, in its entirety, and sign the Official Tender Form will invalidate the *tender*.

(c) Authority of Signatory

Bidders are to complete and sign the Authority of Signatory returnable document, and attach the required additional documents.

(d) Differences or Discrepancies

Should there be any difference or discrepancy between the prices or price contained in the Official Tender Form and those contained in any covering letter from the *Tenderer*, the prices or price contained in the Official Tender Form shall prevail.

(6) **Any additional Schedules, Forms, or Certificates as stated in the SCT.**5. **INFORMATION TO BE SUPPLIED REGARDING SUB-CONTRACTORS**

Bidders are to state in their *tenders*, or covering letters, whether, if the contract were to be awarded to them, the whole of the work would be executed by them in their own workshop / factory. If the answer is in the negative, they are required to state which part(s) would be handed to sub-contractors and the name and address of such sub-contractors.

6. **SAMPLES**

Bidders may be required to state where samples of the full range of products can be inspected or be required to submit samples for inspection prior to the closing date of the *tender*.

7. **MANUFACTURERS**

The names of the manufacturers of the goods or equipment offered must be stated in the *tender*.

Bidders who are not manufacturers, accredited distributors, or agents must provide a valid agreement / Joint Venture Agreement, entered into with the manufacturer, accredited distributors, or agents, with their submission. This agreement must meet all the requirements as laid down in the *tender* document, and must cover the contract period.

8. **CLARIFICATION**

The Head: Supply Chain Management Unit, or an authorized representative, may request clarification or further information on any aspect of the *tender*. The *Tenderer must* supply the requested information within the time specified. Failure to comply will render the *tender* non-responsive.

9. **PRICING**

Bidders would be precluded from this *tender* if their pricing structure deviates from the Official Tender Form.

(1) **Nett Prices**

All prices shall be quoted in South African currency (Rand) after deduction of any brokerage or discount allowed to the Municipality.

(2) **Unit Prices**

Bidders shall quote only one price in respect of each item. Such price is to hold good for the full duration of the contract period, being subject to variation only in accordance with specified criteria, as stated in the ***Conditions of Contract***.

(3) **Firm Tenders**

Bidders may submit firm prices for each 12 month period. These prices shall be free from all fluctuations, including any statutory increases.

(4) **Value Added Tax (V.A.T)**

Prices exclusive and inclusive of VAT must be stated separately on the Official Tender Form.

10. **ESTIMATED QUANTITIES**

The estimated quantities are set out in Section 8 : Bill of Quantities / Schedule of Rates/Activities which forms part of the official tender documents. The quantities are stated purely for the information of the *Bidders* and are in order to ascertain an estimated total contract price. The *Supplier* will, however, be bound to supply whatever quantity or quantities the *Municipality* may actually require, and may exceed, or be less than, the estimated quantities stated.

11. **DELIVERY, RISK, PACKAGES, ETC**

- (1) Unless otherwise provided, all goods are to be supplied only against the form of order issued by the *Municipality*.
- (2) *Bidders* shall quote a unit price which shall include delivery to the specified delivery point, as stated in the ***SCT***.
- (3) The risk in all goods purchased by the *Municipality* under the contract shall remain with the *Supplier* until such goods shall have been duly delivered.
- (4) *Bidders* shall clearly state the period within which delivery will be made after receipt of the official order, as this may be material in the adjudication of the *tender*.

12. RATES OF EXCHANGE

- (1) Where the goods are imported the *Supplier* shall, within seven days of date of official Purchase Order, arrange through their bankers for the foreign commitment to be covered forward down to the Rand in order to fix the rate of exchange. The *Supplier* shall notify the *Municipality* as soon as possible thereafter regarding the rate which has been fixed on such forward exchange.

Any increase or decrease between the basic rate of exchange as at a date seven days prior to the date of closing of *tenders* and that existing at the date of establishment of the forward exchange cover within the period stipulated above shall be paid or deducted by the Municipality. Upon the failure of the *Supplier* to arrange forward exchange cover, the *Supplier* shall be liable should there be any increase in the basic rate of exchange occurring after the last mentioned date.

The bank charges incurred in obtaining the forward exchange cover shall be for the *Municipality's* account.

- (2) The *Supplier* shall on request:
- Submit documentary proof of the rate of exchange; and
 - When an adjustment is claimed in terms of this sub-clause, whether by the *Supplier* or the *Municipality*, submit documentary proof to the satisfaction of the Deputy City Manager: Treasury in respect of such claim.

13. IMPORT PERMITS

- (1) In order to minimise special importation, *Bidders* should, where possible, have recourse to local suppliers and / or manufacturers.
- (2) *Bidders* must state whether their *tender* is dependent upon the issue of a special import permit or whether they are able to supply the goods by making use of the import facilities available to them.
- (3) In the event of a tender being dependent upon the issue of a special import permit, application for such special import permit shall be made by the Tenderer, unless otherwise provided for in the *SCT*.

14. EVALUATION PROCESS

The procedure for evaluation of responsive Tender Offers will be in accordance with the eThekweni Municipality's current SCM Policy and the Preferential Procurement Policy Framework Act (5 of 2000), and the Preferential Procurement Policy Framework Act Regulations (November 2022).

Details of additional evaluation criteria, if applicable, are stated in the *SCT*.

Evaluation points for price and preference will only be calculated for *Bidders* who comply with the contractual and technical specification, and if applicable, have attained the minimum Functionality Score as stated in the *SCT*.

The evaluation process of responsive *tenders* will be as follows:

- Score each *tender* in respect of the financial offer made and preferences claimed (if any);
- Calculate the total number of evaluation points (T_{EV}) in accordance with the following formula:
 $T_{EV} = N_{FO} + N_P$ where: N_{FO} : is the number of evaluation points awarded for the financial offer; and N_P : is the number of evaluation points awarded for preferences claimed.
- Rank *tenders* from the highest number of evaluation points to the lowest.
- Recommend the *Tenderer* with the highest number of evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.
- Rescore and re-rank all *Bidders* should there be compelling and justifiable reasons not to recommend the *Tenderer* with the highest number of evaluation points, and recommend the *Tenderer* with the highest number of evaluation points, unless there are compelling and justifiable reasons not to do so, and the process set out in this sub-clause is repeated.

(1) Evaluation points awarded for the financial offer:

Reference is to be made to the Special Conditions of Tender (*SCT*), and returnable form 5(c) in Section 4.

INCOME-GENERATING CONTRACTS

The financial offer will be scored using the formula:

$$N_{FO} = W \left(1 + \frac{P_t - P_{max}}{P_{max}} \right)$$

GOODS and SERVICES

The financial offer will be scored using the formula:

$$N_{FO} = W \left(1 - \frac{P_t - P_{min}}{P_{min}} \right)$$

Where the value of W is:

- (a) **90** where the financial value inclusive of VAT of all responsive *tenders* received have a value in excess of R 50,000,000; OR
- 80** where the financial value inclusive of VAT of one or more responsive *tenders* offers have a value that equals or is less than R 50,000,000.
- It is unclear** (at the time of advertising) which of the two preference point systems applies. Either the 80/20 or 90/10 preference point system will apply, determined by the price offered by the lowest acceptable tender.

(b) **P_{max}** is the comparative offer of the most favourable comparative offer (highest acceptable tender).

(c) **P_{min}** is the comparative offer of the most favourable comparative offer (lowest acceptable tender).

(d) **P_t** is the comparative offer of the *tender* offer under consideration.

(2) Evaluation points awarded for preference:

Up to 100 minus W (see (1) above) tender evaluation points will be awarded for preference to *Bidders* who attain the BBBEE status level of contributor in accordance with the table below in the *SCT*.

15. BRIBERY AND COMMUNICATION WITH COUNCILLORS / OFFICIALS**(1) Bribery**

No *Tenderer* shall offer, promise or give to any person or person connected with a *tender* or the awarding of a contract, any gratuity, bonus or discount etc, in connection with the obtaining of a contract.

(2) Communication, Councillors and Officials

A *Tenderer* shall not in any way communicate with a member of the *Municipality* or with any official of the *Municipality* on a question affecting any contract for the supply of goods or for any work, undertaking or services which is the subject of a *tender* during the period between the closing date for receipt of *tenders* and the dispatch of the written notification of the *Municipality's* decision on the award of the contract; provided that a *Tenderer* shall not hereby be precluded:

- (a) At the request of the Head: SCM Unit, or an authorized representative, from furnishing him with additional information or with a sample or specimen for testing purposes or otherwise from giving a demonstration so as to enable the recommendation to the Bid Committee on the award of the contract to be formulated;
- (b) From obtaining from the Head : SCM Unit, or an authorised representative, information as to the date upon which the award of the contract is likely to be made, or, after the decision upon the award has been made by the *Municipality* or any Committee to which the *Municipality* has delegated its powers, information as to the nature of the decision or such information as was publicly disclosed at the opening of *tenders* or from submitting to the Accounting Officer in writing any communication relating to their *tender* or the award of the contract or a request for leave to withdraw their *tender*; and
- (c) Provided further that nothing contained herein shall be construed so as to prevent information being sought and obtained from an Official in regard to any decision taken at an open Municipal meeting, or any Committee to which the *Municipality* has delegated its powers.

A contravention of subsection (1) and / or (2), or an attempt to contravene such subsection, shall be reported to the Accounting Officer, who may on receipt of such report disqualify the *tender* of the *Tenderer* concerned.

16. NEGOTIATIONS WITH PREFERRED BIDDERS

The *Municipality* reserves the right to invoke Regulation 24 of Municipal Finance Management Act if required.

- (1) The Accounting Officer may negotiate the final terms of a contract with *Bidders* identified through a competitive tendering process as preferred *Bidders*, provided that such negotiation:
 - Does not allow any preferred *Tenderer* a second or unfair opportunity;
 - Is not to the detriment of any other *Tenderer* ; and
 - Does not lead to a higher price than the *tender* as submitted.
- (2) Minutes of such negotiations must be kept for record purposes.
- (3) Such negotiation may be delegated by the Accounting Officer.

17. CANCELLATION OF TENDER PROCESS

The municipality is entitled to cancel the tender at any time before the award of a tender and the decision to cancel the tender shall be published in the same manner in which the original tender invitation was advertised. The Municipality shall, in no way, be liable for any damages whatsoever, including, without limitation, damages for loss of profit, in any way connected with the cancellation of this bid.

18. ACCEPTANCE OF BID

- (1) The *Municipality* does not bind itself to accept the lowest or any *tender*, and reserves the right to accept the whole or any part of a *tender* to place orders.
- (2) The *Municipality* reserves the right to accept more than one technically and contractually compliant *tender* for part or the whole of the contract and to place orders on the price and availability.
- (3) *Bidders* shall not bind the *Municipality* to any minimum quantity per order.
- (4) The successful *Tenderer (s)* shall be bound to provide any quantities stipulated in the specification.
- (5) Tenders will only be accepted on condition that:
 - (a) The *tender* is signed by a person authorised to sign on behalf of the *Tenderer* .
 - (b) A valid (at time of close of tenders), original, Tax Clearance Certificate OR Tax Compliance Status PIN is included with the *tender* submission. Both should have sufficient validity to ensure the process is adequately covered;
 - (c) A *Tenderer* who submitted their *tender* as a Joint Venture has included an acceptable Joint Venture Agreement and a B-BBEE Certificate pertaining to the Joint Venture with their *tender*.
- (6) Financial Standing: The Head: Supply Chain Management reserves the right to require *Bidders* to submit evidence that their financial standing is adequate to meet their obligations under the contract should they be successful.
- (7) Change of Ownership or Major Policy: Where it is known to a *Tenderer* that a change in ownership or major policy (of the tendering entity) will occur, or is likely to occur, during a specified contract period, the scope and effect thereof must be fully defined in a covering letter to be submitted with the *tender*.
- (8) Purchase of Goods From Other Sources: Nothing contained in this contract shall be held to restrain the *Municipality* from purchasing from persons other than the *Supplier*, any of the goods described or referred to in this contract, if it shall in its discretion think fit to do so.
- (9) Capability and Breach of Contract: Tenderers that do not have the capability of undertaking this enquiry in terms of the requirements of the contract or have been in breach of contract previously will not be considered.

19. PAYMENT and FACTORING

Payment conditions will be as per the **Conditions of Contract**.

Payment will be made only to the *Supplier(s)*. Factoring arrangements will not be accepted.

20. APPEALS

In terms of Regulation 49 of the Municipal Supply Chain Management Regulations persons aggrieved by decisions or actions taken by the *Municipality*, may lodge an appeal within 14 days of the decision or action, in writing to the *Municipality*. The appeal (clearly setting out the reasons for the appeal) and queries with regard to decision of award are to be directed to the office of the City Manager, attention:

Ms. S. Pillay, P.O. Box 1394, Durban, 4000;
eMail: Simone.Pillay@durban.gov.za.

SECTION 3: SPECIAL / ADDITIONAL CONDITIONS OF TENDER

3.1 SPECIAL CONDITIONS OF TENDER (SCT)

The **Standard Conditions of Tender** (Goods / Services) make several references to the **Special Conditions of Tender** (SCT) for details that apply specifically to this tender. The **Special Conditions of Tender** shall have precedence in the interpretation of any ambiguity or inconsistency between it and the **Standard Conditions of Tender**.

Each item below is cross-referenced to the clause in the **Standard Conditions of Tender** to which it mainly applies.

SCT 3(1) TENDER INFORMATION: General

The tender document comprises of a cover page and 73 pages.

SCT 3(2) TENDER INFORMATION: Obtaining Tender Documentation

Documents are issued by the eThekweni Municipality electronic format.

Electronically downloaded documentation is obtainable from:

- the National Treasury's eTenders website
 - (<https://www.etenders.gov.za/>), or
- the eThekweni Municipality's website
 - (<https://www.durban.gov.za/pages/business/procurement>).

The entire document should be printed on A4 paper (one sided), and suitably bound by the tenderer.

SCT 3(3) TENDER INFORMATION: Queries Relating to this Tender

General and Contractual Queries are to be directed to:

email: Fikile.Sigwebela@durban.gov.za;
Tel: 0313229137

Legal/Technical Queries are to be directed to:

Sinqobile Msomi
Tel: 031 311 3196 email: Sinqobile.Msomi@durban.gov.za /
Legal.Compliance@durban.gov.za

SCT 3(4) TENDER INFORMATION: Briefing Session

There will be no clarification meeting

SCT 3(5) TENDER INFORMATION: Closing Date and Delivery of Tender Submissions

Sealed Tenders, addressed to the City Manager and marked with the Tender Number, are to be placed in the Tender Box **located in the ground floor foyer of the Municipal Buildings, 166 KE Masinga Road (Old Fort Rd), Durban** (and not any other municipal department), no later than: **Friday, 11 April 2025 at 11:00am**.

Bidders must submit a “hard copy” submission to the Tender Box located in the ground floor foyer of the Municipal Buildings, 166 KE Masinga Road (Old Fort Rd), Durban and an electronic submission via SSS.

Bidders must ensure that the hard copy and electronic submission are the same, failing which the submission will be deemed invalid. Bidders are responsible for resolving all access rights and submission queries before the tender closing date. The tender closing date and time remain unchanged.

SCT 3(6) TENDER INFORMATION: Tender Validity and Withdrawal of Tenders

Tenders must hold good for 120 days following the date on which tenders are opened.

SCT 4(6) RETURABLE SCHEDULES, FORMS, CERTIFICATES

NB: FAILURE TO COMPLY WITH A GENERAL MANDATORY REQUIREMENT, A SPECIFIC MANDATORY REQUIREMENTS and AN ADDITIONAL MANDATORY REQUIREMENT WILL RESULT IN DISQUALIFICATION.

4.6.1 A: GENERAL MANDATORY RETURNABLES

The following general mandatory requirements are for ALL Bidders irrespective of the Category that the bidder wishes to tender for.

- a) Original valid Tax Clearance Certificate of the Bidder or, in the case of a JV, for each JV partner.
- b) Declaration of Interest Form completed and signed.
- c) Declaration of Municipal Fees form completed and signed.
- d) Certificate of Independent Bid Determination form completed and signed
- e) Bidder's Constitutional Documents, e.g., certificate of incorporation or partnership agreement (applicable only to those who are not sole proprietors);
- f) Valid Letter(s) of Good Standing from the Legal Practice Council of all the Bidder's Professional Staff.
- g) The key staff (Professional Team) must be an admitted Attorney or an Advocate of the High Court of South Africa as the case may be. Bidders to provide relevant certificate/s
- h) Fidelity Fund Certificate (where the Bidder is required to be in possession of a Fidelity Fund Certificate).
- i) For Bidder's that are required to have a trust account, the certificate of an auditor in respect of an audit of the Bidder's trust accounts that had been performed for the year ended immediately prior to the application.
- j) Letters of Reference from, at least, three existing and/or former clients.
- k) (Confirmation that the service of the Service Provider has never been terminated by other Municipalities) MBD 8 covers this.
- l) An original letter from respective auditor/s confirming that the latest audits of the trust accounts are clear of any audit queries.

4.6.2 B: SPECIFIC MANDATORY RETURNABLE

IMPORTANT NOTICE TO TENDERERS:

THIS MUST BE RESPONDED TO BASED ON THE CATEGORY AND AREA OF INTEREST BEING TENDERED FOR. Each Area of Interest must be accompanied by a CV outlining their level of experience in the following in line with the scope of the works

PLEASE NOTE THAT THERE ARE 3 CATEGORIES OF PANELS.

Viz:

- 1. LEGAL SERVICES**
- 2. CONVEYANCING AND NOTARY PUBLIC**
- 3. SUPPLY CHAIN MANAGEMENT OBJECTIONS AND COMPLAINTS AUTHORITY**

Each category has areas of interest within that category. you will be required to rank the areas on interest and submit the specific mandatory returnables with your bid. refer to table one which deals with the order of preference under sct 14.4 below.

4.6.2 B (i) CATEGORY 1: LEGAL SERVICES

The bidder must comply with the following at the close of tender over and above requirements listed in section 4.6.1 above–

- a) Experience of key staff: The key staff (Professional Team) must be an admitted Attorney . Bidders must refer to the functionality criteria below in SCT 14.
Bidders must submit Curriculum Vitae of key staff outlining their level of experience in the following areas of interest and the experience must be in line with the scope of the works:
 - (i) General Litigation
Commercial Law and Corporate Law
Labour Law
Town Planning and Environmental Law.

4.6.2 B (ii) CATEGORY 2: CONVEYANCING AND NOTARY CATEGORY

- a) Bidders who want to be considered for the Conveyancing Services must be registered to practice as Conveyancers in terms of the relevant rules of the Legal Practice Act and Legal Practice Council Rules.
- b) A sworn declaration from the Bidder confirming the number of Municipal property transfers and servitudes the bidder has registered at the Deeds Office to date of submission of bids; and
- c) Bidders must submit Curriculum Vitae outlining their level of experience in Conveyancing must be in line with the scope of the works. Bidders must refer to the functionality criteria below in SCT 14.

4.6.2 B (iii) CATEGORY 3: SUPPLY CHAIN MANAGEMENT OBJECTIONS AND COMPLAINTS AUTHORITY compliance with the following is required at the close of tender over and above requirements listed in section 4.6.1 above–

- a) reference letters from Organs of the state confirming experience in the local government supply chain management environment.
- b) Bidders must submit Curriculum Vitae outlining their level of experience in the Supply Chain

Management Objections and Complaints processes and must be in line with the scope of the works. Bidders must refer to the functionality criteria below in SCT 14.

SCT 13 **IMPORT PERMITS**

N/A

SCT 14 **EVALUATION PROCESS**

1. Bidders are allowed to tender for one or more of the following categories (but can only be appointed for one category), that is:

- 1.1 Legal Services
- 1.2 Conveyancing
- 1.3 **Supply Chain Management (SCM) Objections and Complaints Authority**

Failure to choose at least one category in Table 1 below, shall result in disqualification.

2. Bidders must indicate with numeric 1 to 3 the ORDER OF PREFERENCE for their category as indicate in Table 1 below. One (1) being the most preferred category and three (3) being the least preferred. Failure to indicate the preference in Table 1 shall result in the disqualification of the bid.
3. Bidders must mark their **Area of Interest** within a category as indicated in the Table 2 below. Supply Chain Management Objections and Complaints Authority is open to both Practising Advocates and Attorneys. In the case of practising Advocates, a trust account is a requirement.

ORDER OF PREFERENCE

TABLE 1

<u>No</u>	<u>Category</u>	<u>Mark order of preference below (1-3)</u>
(A)	LEGAL SERVICES CATEGORY	
(B)	CONVEYANCING CATEGORY	
(C)	SUPPLY CHAIN MANAGEMENT (SCM) OBJECTIONS AND COMPLAINTS AUTHORITY	

- 1) All Bids will be evaluated using the requirements as stated in SCT 4. (6) under **Returnable Schedules, Forms, Certificates**
- 2) The second stage will be functionality evaluation. Bidders must meet the minimum threshold of 70 out of 100 to proceed to stage three. Failure to meet the minimum threshold of 70 shall disqualify the bid.

Calculation of points: (Points x weighted score e.g. 0.7 x 50)

- 3) The bidders will then be assessed using the 90/10 preference point system

FUNCTIONALITY EVALUATION

LEGAL SERVICES

Legal Services category requires the experience for the following (Local Government experience):

1. Law Firm; and
2. Key staff (Professional team).

The Law firm must have operated in the name and style for a minimum of three years (3)

The key staff (professional team) must have a minimum number of five years (5) post admission relevant experience in one or more of the following areas of interest (field) in Table 2 below.

It is mandatory to mark your order of preference from 1 to 4. One being the most preferred and 5 being the least preferred. Bidders are required to indicate their order of preference.

TABLE 2

No	<u>Area of Interest</u>	<u>Mark 1 to 4 (this is mandatory)</u>
(A)	General Litigation	
(B)	Commercial Law and Corporate Law	
(C)	Labour Law	
(D)	Town Planning and Environmental Law	

EVALUATION OF LEGAL SERVICES CATEGORY

Summary of Total Scores: Legal Service Only		
Legal Services	Tenderers Experience (Law Firm experience)	50
	Experience of key staff practising as Attorneys.	50
	TOTAL	100

1. The Law firm must have a minimum of three years (3) relevant experience in one or more of the areas of interest indicated in Table 2 above.
2. The bidder must have a minimum of 3 key staff (professional team) as a mandatory requirement. Bidders who do not have a minimum of 3 key staff in their employ will not be considered for evaluation.

For each Key staff member, a Curriculum Vitae detailing the following must be submitted:

- 2.1. Admission to practice as an Attorney by the High Court of South Africa and.
- 2.2. A minimum number of five (5) years post admission relevant experience in one or more of the areas of interest as indicated in Table 2.
3. The requirements for legal services are inclusive of all the requirements that are stated in section 4.6.1 and 4.6.2.

Level	pts	Criterion: Tenderer's Years of Experience (Law Firm) in Legal Services
0	0	No Submission or Submission of no substance / irrelevant information provided
1	40	To have successfully registered and operating an office in legal services provision for at least 3 to 4 years.
2	70	To have successfully registered and operating an office in legal services provision for at least 4 to 5 years.
3	90	To have successfully registered and operating an office in legal services provision for at least 5 to 6 years and up to 6 years.
4	100	To have successfully registered and operating an office in legal services provision for more than 6 years and above.

Experience of Key Staff in executing work in Legal Services								
Job Title	Minimum Qualification Required	Professional Registration Required	Number of Years' Relevant Experience on projects of a similar nature					Total Points
			Level 0 0 pts	Level 1 40 pts	Level 2 70 pts	Level 3 90 pts	Level 4 100 pts	
Admitted Attorneys	BURis / BProc /LLB	Legal Practice Council Reg. certificate	No Submission	< 5	≥ 5 ≤ 7	> 7 ≤ 10	> 10	50

NB* Please note that the experience of key staff will be evaluated cumulatively for the whole firm, not individually.

14.(B) EVALUATION OF CONVEYANCING AND NOTARY PUBLIC CATEGORY

- The Law firm must have a minimum of three years (3) relevant experience in conveyancing.
- The bidder must have a minimum of 1 key staff (professional) as a mandatory requirement. Bidders who do not have a minimum of 1 key staff in their employ will not be considered for evaluation

For each Key staff member, a Curriculum Vitae detailing the following must be submitted:

- Admission to practice as a Conveyancer and/or Notary Public by the High Court of South Africa and;
- A minimum number of five (5) years post admission relevant experience
- The requirements for Conveyancing are inclusive of all the requirements that are stated in section 4.6.1 and 4.6.2.

Summary of Total Scores: Conveyancing and Notary Public Only		
Conveyancing	Tenders Experience	50
	Experience of Key Resources practising as Conveyancers	50
	TOTAL	100

PROMPTS FOR JUDGEMENT

Level	pts	Criterion: Tenderer's Experience in Conveyancing and Notary Public
0	0	No Submission or Submission of no substance / irrelevant information provided
1	40	To have at least successfully registered 10 deeds and servitudes within the past 10 years.
2	70	To have at least successfully registered 20 deeds and servitudes within the past 10 years.
3	90	To have at least successfully registered 40 deeds and servitudes within the past 10 years.
4	100	To have at least successfully registered +50 deeds and servitudes within the past 10 years.

Experience of Key Resources in executing work as Conveyancer and Notary Public								
Job Title	Minimum Qualification Required	Professional Registration Required	Number of Years' Relevant Experience on projects of a similar nature					Total Points
			Level 0 0 pts	Level 1 40 pts	Level 2 70 pts	Level 3 90 pts	Level 4 100 pts	
Experience of Key Resources in executing work as Conveyancer								
Conveyancer	BURis / BProc /LLB	Legal Practice Council Reg. certificate	No Submission	< 5	≥ 5 ≤ 7	> 7 ≤ 10	> 10	50

NB* Please note that the experience of key staff will be evaluated cumulatively for the whole firm, not individually.

14. (C) EVALUATION SUPPLY CHAIN MANAGEMENT OBJECTIONS AND COMPLAINTS AUTHORITY

- The bidder must have a minimum of 1 key staff (professional) as a mandatory requirement. Bidders who do not have a minimum of 1 key staff in their employ will not be considered for evaluation.

For each Key staff member, a Curriculum Vitae detailing the following must be submitted:

- Admission to practice as an Attorney or Advocate by the High Court of South Africa and;
 - A minimum number of five (5) years post admission relevant experience in Local Government Supply Chain Management (SCM) Objection Authority Services.
- The requirements for Supply Chain Management Objections and Complaints Authority are inclusive of all the requirements that are stated in section 4.6.1 and 4.6.2.

Summary of Total Score: SCM Objection Authority Service Only		
Supply Chain Management Objections and Complaints Authority	Experience of Key Resources practising as an Attorney or Advocate in adjudicating Supply Chain Management matters relating to Local Government SCM objections	100
	TOTAL	100

PROMPTS FOR JUDGEMENT

Experience of Key Resources in executing work in Supply Chain Management Objections and Complaints Authority								
Job Title	Minimum Qualification Required	Professional Registration Required	Number of Years' Relevant Experience on projects of a similar nature					Total Points
			Level 0 0 pts	Level 1 40 pts	Level 2 70 pts	Level 3 90 pts	Level 4 100 pts	
Admitted Attorneys or Advocates	BURis / BProc /LLB	Legal Practice Council Reg. certificate	No Submission	< 5	≥ 5 ≤ 7	> 7 ≤ 10	> 10	100

14.3 Price and Preference

The procedure for the evaluation of responsive tenders is **PRICE AND PREFERENCE** in accordance with the Employer's current SCM Policy, the Preferential Procurement Policy Framework Act (5 of 2000), and the Preferential Procurement Policy Framework Act Regulations (2022).

The **90/10** preference points system will be applied. The Formula used to calculate the **Price Points (max. 90)** will be according to that specified Regulation 4.1.

14.4 Preference Point System and Specific Goals

The definitions as per the SCM Policy are applicable.

Preference Points (either 20 or 10) will be derived from points claimed on Returnable Document **MBD 6.1: "Preference Points Claim Form"** (in Section 4 of this procurement document) for the **Specific Goal(s)** as indicated on the table(s) below, and according to the specified **Goal Weightings**.

Goal

The tendering entity's **Percentage Ownership**, in terms of the **Ownership Category(s)** listed below, is to be used in the determination of the tenderer's claim for **Preference Points**.

Goal Weighting 100%		
Ownership Categories	Criteria	90/10
Race: Black (w1)	0%	0
	>0% and <51%	4
	≥51% and <100%	7
	100%	10
Proof of claim as declared on MBD 6.1 (1 or more of the following will be used in verifying the tenderer's status) <ul style="list-style-type: none"> Companies and Intellectual Property Commission registration document (CIPC) CSD report. B-BBEE Certificate of the tendering entity. Consolidated B-BBEE Certificate if the tendering entity is a Consortium, Joint Venture, or Trust (Issued by verification agency accredited by the South African Accreditation System). Agreement for a Consortium, Joint Venture, or Trust. 		
The Category Weightings of the Ownership Categories will be: w1 = 50%, w2=50% (where: w1 + w2 = 100%)		

3.2 ADDITIONAL CONDITIONS OF TENDER (ACT)

ACT 1 ELIGIBILITY – CSD REGISTRATION

Tenderers are required to be registered on the National Treasury Central Supplier Database (CSD) as a service provider. In the case of a Joint Venture, this requirement will apply individually to each party in the Joint Venture. Tenderers not so registered, at time of closing of tenders, will not be eligible to submit tenders.

The Tenderer's CSD Supplier Number (starting with "MAAA") is to be provided on the information table in Section 1.

Tenderers who wish to register on the CSD may do so via web address <https://secure.csd.gov.za>.

SECTION 4: RETURNABLE TENDER DOCUMENTS

The required returnable documents are as detailed in [Section 2 \(Clause 4\)](#): "Returnable Schedules, Forms, Certificates" of the Conditions of Tender / Special Conditions of Tender.

- 1) Authority of Signatory
- 2) Tax Compliance Status PIN / Tax Clearance Certificate
- 3) Declaration of Municipal Fees
- 4) Declaration with respect to The Occupational Health and Safety Act
- 5(a) MBD 4: Declaration of Interest
- 5(b) MBD 5: Declaration for Procurement Above R10 Million
- 5(c) MBD 6.1: Preference Points Claim
- 5(d) MBD 8: Declaration of Bidder's Past Supply Chain Management Practices
- 5(e) MBD 9: Certificate of Independent Bid Determination

The Tender Form can be found in [Section 9](#): "Official Tender Form", and any additional schedules, forms, certificates can be found in [Section 10](#): "Annexures".

1) AUTHORITY OF SIGNATORY

Reference is made to the Conditions of Tender: [Clause 4\(5\)\(c\)](#).

Indicate the status of the tenderer by ticking the appropriate box hereunder.

COMPANY		CLOSE CORPORATION		PARTNERSHIP		JOINT VENTURE		SOLE PROPRIETOR	
Refer to Notes at the bottom of the page									

I / We, the undersigned, being the Chairperson (Company), Member(s) (Close Corporation), Partners (Partnership), Sole Owner (Sole Proprietor), Lead Partner (JV), in the company / business trading as:

hereby authorise Mr/Mrs/Ms

acting in the capacity of

to sign all documents in connection with the tender for Contract No. 1A- 31632 and any contract resulting from it on our behalf.

NAME	ADDRESS	SIGNATURE	DATE

Notes

Tenderers are to include, at the back of their tender submission document, a printout of the following documents:

If a Company : a "Resolution of the Board" in this regard.

If a Joint Venture : a "Power of Attorney" signed by the legally authorised signatories of all the partners to the Joint venture.

2) TAX COMPLIANCE STATUS PIN / TAX CLEARANCE CERTIFICATE

SARS has introduced a new Tax Compliance Status System. Tenderers can submit a Tax Compliance Status PIN (TCS PIN) instead of an original Tax Clearance Certificate. This TCS PIN can be used by third parties to certify the taxpayer's real-time compliance status.

Separate Tax Clearance Certificates / TCS PINs are required for each entity in a Joint Venture.

The TCS PIN(s) are to be entered on the information table in **SECTION 1: GENERAL INFORMATION**.

Tenderers are to include, at the back of their tender submission document, a printout of their Tax Compliance Status PIN (TCS PIN) OR an original Tax Clearance Certificate.

Failure to include the required document will make the tender submission non-responsive.

*I, the undersigned, who warrants that they are authorised to sign on behalf of the Tenderer, confirms that the information contained in this form is within my personal knowledge and is to the best of my belief both true and correct, **and that the requested documentation has been included in the tender submission.***

NAME (Block Capitals):

Date

SIGNATURE:

3) DECLARATION OF MUNICIPAL FEES

I, the undersigned, do hereby declare that the Municipal fees of

.....
(full name of Company / Close Corporation / partnership / sole proprietary/Joint Venture)

(hereinafter referred to as the TENDERER) are, as at the date hereunder, fully paid or an Acknowledgement of Debt has been concluded with the Municipality to pay the said charges in instalments.

The following account details relate to property of the said TENDERER:

Account

Account Number: to be completed by tenderer.

Consolidated Account No.

--	--	--	--	--	--	--	--	--	--	--	--

Electricity

--	--	--	--	--	--	--	--	--	--	--	--

Water

--	--	--	--	--	--	--	--	--	--	--	--

Rates

--	--	--	--	--	--	--	--	--	--	--	--

Other

--	--	--	--	--	--	--	--	--	--	--	--

I acknowledge that should the aforesaid Municipal charges fall into arrears, the Municipality may take such remedial action as is required, including termination of any contract, and any payments due to the Contractor by the Municipality shall be first set off against such arrears.

- Where the TENDERER'S place of business or business interests are outside the jurisdiction of eThekweni Municipality, a copy of the accounts/agreements from the relevant municipality must be attached (to the back inside cover of this document).
- Where the tenderer's Municipal Accounts are part of their lease agreement, then a copy of the agreement, or official letter to that effect is to be attached (to the back inside cover of this document).

Tenderers are to be include, at the back of their tender submission document, a printout of the above account's and or agreements signed with the municipality.

Failure to include the required document will make the tender submission non-responsive.

NAME (Block Capitals):

Date

SIGNATURE:

.....

.....

4) DECLARATION WITH RESPECT TO THE OCCUPATIONAL HEALTH AND SAFETY ACT

Definitions

The Act: The Occupational Health and Safety Act No 85 of 1993 (as amended by the Occupational Health and Safety Amendment Act No 181 of 1993), and any associated / applicable Regulations.

Declaration by Tenderer

1. I, the undersigned, hereby declare and confirm that I am fully conversant with the Act.
2. I hereby declare that my company has the competence and the necessary resources to safely carry out the work / supply / services under this contract in compliance with the Act, and the Employer's / Purchaser's / Client's Health and Safety Specifications.
3. I hereby undertake, if my tender is accepted, to provide on request a suitable and sufficiently documented Health and Safety Plan which plan shall be subject to approval by the Employer / Purchaser / Client.
4. I hereby confirm that adequate provision has been made in my tendered rates to cover the cost of all resources, actions, training and all health and safety measures envisaged in the Act, and that I will be liable for any penalties that may be applied by the Employer / Purchaser / Client for failure to comply with the provisions of the Act.
5. I agree that my failure to complete and execute this declaration to the satisfaction of the Employer / Purchaser / Client will mean that I am unable to comply with the requirements of the Act and accept that my tender will be prejudiced and may be rejected at the discretion of the Employer / Purchaser / Client.

NAME (Block Capitals):**Date****SIGNATURE:**

5(a) MBD 4: DECLARATION OF INTEREST**NOTES**

MSCM Regulations: “in the service of the state” means to be:

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

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

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

3.1 Name of enterprise

Name of enterprise’s representative

3.2 ID Number of enterprise’s representative

3.3 Position enterprise’s representative occupies in the enterprise

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 / sole proprietors / partners in partnerships, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below. In the case of a joint venture, information in respect of each partnering enterprise must be completed and submitted.

3.8 Are you presently in the service of the state?

If yes, furnish particulars:

.....

.....

3.9 Have you been in the service of the state for the past twelve months?

If yes, furnish particulars:

.....

.....

Circle Applicable

YES

NO

YES

NO

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

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

If yes, furnish particulars:

.....

.....

3.12 Are any of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state?

YES

NO

If yes, furnish particulars:

.....

.....

3.13 Are any spouse, child or parent of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state?

YES

NO

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

If yes, furnish particulars:

.....

.....

- 4 The names of all directors / trustees / shareholders / members / sole proprietors / partners in partnerships, their individual identity numbers and state employee numbers must be indicated below. In the case of a joint venture, information in respect of each partnering enterprise must be completed and submitted

Full Name	Identity No.	State Employee No.	Personal income tax No.
Use additional pages if necessary			

I, the undersigned, who warrants that they are authorised to sign on behalf of the Tenderer, confirms that the information contained in this form is within my personal knowledge and is to the best of my belief both true and correct.

NAME (Block Capitals):

.....

Date

.....

SIGNATURE:

.....

5(b) **MBD 5: DECLARATION FOR PROCUREMENT ABOVE R10 MILLION**
(ALL APPLICABLE TAXES INCLUDED)

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

		Circle Applicable	
		YES	NO
1.0	Are you by law required to prepare annual financial statements for auditing?		
1.1	If YES, submit audited annual financial statements for the past three years or since the date of establishment if established during the past three years.		
2.0	Do you have any outstanding undisputed commitments for municipal services towards any municipality for more than three months or any other service provider in respect of which payment is overdue for more than 30 days?	YES	NO
2.1	If NO, this serves to certify that the bidder has no undisputed commitments for municipal services towards any municipality for more than three months or other service provider in respect of which payment is overdue for more than 30 days.		
2.2	If YES, provide particulars.		
3.0	Has any contract been awarded to you by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract?	YES	NO
3.1	If YES, provide particulars.		
4.0	Will any portion of goods or services be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality / municipal entity is expected to be transferred out of the Republic?	YES	NO
4.1	If YES, provide particulars.		

If required by 1.1 above, tenderers are to include, at the back of their tender submission document, a printout of their audited annual financial statements.

I, the undersigned, who warrants that they are authorised to sign on behalf of the Tenderer, confirms that the information contained in this form is within my personal knowledge and is to the best of my belief both true and correct, and, if required, that the requested documentation has been included in the tender submission.

NAME (Block Capitals):

Date

SIGNATURE:

5(c) MBD 6.1: PREFERENCE POINTS CLAIM
In terms of THE PREFERENTIAL PROCUREMENT REGULATIONS (2022)

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

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

1.0 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).
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2 The applicable preference point system for this tender is the **90/10 preference point system**.

1.3 Preference Points for this tender shall be awarded for:

- **Price and BBBEE points:** Either 80 or 90 (price) and 20 or 10 (specific goals), in terms of 1.2 above.
- The total Preference Points, for Price and **BBBEE points**, is 100.

1.4 Failure on the part of the tenderer to submit the required proof or documentation, in terms of the requirements in the (Special) Conditions of Tender for claiming **BBBEE** preference points, will be interpreted that preference points for **BBBEE status level of contribution** are not claimed.

1.5 The Municipality 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 of preferences, in any manner required by the Municipality.

2.0 DEFINITIONS

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

2.2 “**price**” means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts.

2.3 “**rand value**” means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes.

2.4 “**tender for income-generating contracts**” means a written offer in the form determined by Municipality 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 Municipality and a third party that produces revenue for the Municipality, 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.

2.5 “**the Act**” means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3.0 FORMULA FOR CALCULATION OF PREFERENCE PRICE POINTS

3.1 PROCUREMENT OF GOODS AND SERVICES

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

<u>80 / 20 Points System</u>	OR	<u>90 / 10 Points System</u>
$P_s = 80 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right)$		$P_s = 90 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right)$

Where:

P_s = Points scored for price of tender under consideration

P_t = Price of tender under consideration

P_{min} = Price of lowest acceptable tender

3.2 PREFERENCE POINTS AWARD FOR BBBEE CERTIFICATE OR SWORN AFFIDAVIT

B-BBEE Status Level of Contributor	Number of Points where W = 90	Number of Points where W = 80
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-Compliant Contributor	0	0

SECTION E : MBD 6.1 : PREFERENCE POINTS CLAIM ITO THE PREFERENTIAL REGULATIONS

Preference points for this tender shall be awarded as per the Conditions of Tender Data and the Preferential Procurement Regulations (2022). Failure on the part of a tenderer to submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS) or , if an EME, a sworn affidavit confirming a) Annual Total Revenue of R10 million or less, and b) Level of Black ownership or an Accounting Officer as contemplated in the Close Corporation Act (CCA) together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

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

DECLARATION

1.0 B-BBEE Status Level of Contribution claimed:

Will any portion of the contract be sub-contracted?

YES	NO
-----	----

If YES, indicate:

(i) what percentage of the contract will be subcontracted?

(ii) the name of the sub-contractor?

Name :

(iii) the B-BBEE status level of the sub-contractor?

(iv) whether the sub-contractor is an EME?

YES

NO

The undersigned, certify that the B-BBEE status level of contribution indicated in paragraph 1.0 above qualifies the company / firm for preference points and acknowledges that the remedies as per Clause 14 of the Preferential Procurement Regulations (2022) shall apply.

Attach a B-BBEE Verification Certificate to the inside back cover of this procurement document

In cases where the municipality intends 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, the municipality 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 municipality must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

I, the undersigned, who warrants that they are authorised to sign on behalf of the Tenderer, certify that the points claimed, based on the specific goals as specified in the tender, qualifies the tendering entity for the preference(s) shown.

I acknowledge that:

- 1) The information furnished is true and correct.
- 2) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form.
- 3) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 3.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct.
- 4) If the BBBEE points 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.

NAME (Block Capitals):

Date

SIGNATURE:

5(d) MBD 8: DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

- 1.0 This Municipal Bidding Document must form part of all bids invited.
- 2.0 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.
- 3.0 The bid of any bidder may be rejected if that bidder, or any of its directors have:
- abused the municipal entity's supply chain management system or committed any improper conduct in relation to such system.
 - been convicted for fraud or corruption during the past five years.
 - wilfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years.
 - 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).
- 4.0 In order to give effect to the above, the following questions must be completed and submitted with the bid.

- 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 audi alteram partem rule was applied.)

The Database of Restricted Suppliers now resides on the National Treasury's website (www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.

- 4.1.1 If YES, provide 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)?

The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.

- 4.2.1 If YES, provide 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?

- 4.3.1 If YES, provide particulars.

.....

.....

Circle Applicable	
YES	NO

YES	NO
-----	----

YES	NO
-----	----

- 4.4 Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?

YES

NO

4.4.1 If YES, provide particulars.

.....

- 4.5 Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?

YES

NO

4.5.1 If YES, provide particulars.

.....

I, the undersigned, who warrants that they are authorised to sign on behalf of the Tenderer, confirms that the information contained in this form is within my personal knowledge and is to the best of my belief both true and correct.

I accept that, in addition to cancellation of a contract, action may be taken against me should this declaration prove to be false.

NAME (Block Capitals):

Date

SIGNATURE:

5(e) MBD 9: CERTIFICATE OF INDEPENDENT BID DETERMINATION**NOTES**

- ¹ Includes price quotations, advertised competitive bids, limited bids and proposals.
- ² Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.
- ³ Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

- 1.0 This Municipal Bidding Document (MBD) must form part of all **bids**¹ invited.
- 2.0 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or **bid rigging**).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3.0 Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
- a. take all reasonable steps to prevent such abuse;
 - b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
 - c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
- 4.0 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**.
- 5.0 In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid.

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Municipality / Municipal Entity)

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

I certify, on behalf of:

(Name of Bidder)

that:

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.
 - (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 consortium³ will not be construed as collusive bidding.

-
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
- (a) prices.
 - (b) geographical area where product or service will be rendered (market allocation).
 - (c) methods, factors or formulas used to calculate prices.
 - (d) the intention or decision to submit or not to submit, a bid.
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid.
 - (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.

NAME (Block Capitals): _____

Date

SIGNATURE: _____

SECTION 5: GENERAL CONDITIONS OF CONTRACT

GOVERNMENT PROCUREMENT: CONDITIONS OF CONTRACT (July 2010)

The **Conditions of Contract** are the **General Conditions of Contract** as published by the National Treasury titled "Government Procurement: General Conditions of Contract (July 2010), as amended by National Treasury Circular 52 dated 30 July 2010, hereinafter referred to as **GCC**.

THE NATIONAL TREASURY

Republic of South Africa



GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

July 2010

TABLE OF CLAUSES

1.	Definitions.....	35
2.	Application.....	35
3.	General	35
4.	Standards.....	36
5.	Use of contract documents and information inspection	36
6.	Patent Rights.....	36
7.	Performance security	36
8.	Inspections, tests and analyses	36
9.	Packing.....	36
10.	Delivery and documents.....	36
11.	Insurance	36
12.	Transportation	36
13.	Incidental Services	37
14.	Spare parts.....	37
15.	Warranty.....	37
16.	Payment.....	37
17.	Prices.....	37
18.	Variation orders.....	37
19.	Assignment	37
20.	Subcontracts	37
21.	Delays in the supplier's performance.....	37
22.	Penalties	38
23.	Termination for default	38
24.	Anti-dumping and countervailing duties and rights.....	38
25.	Force Majeure.....	38
26.	Termination for insolvency.....	38
27.	Settlement of Disputes	39
28.	Limitation of Liability	39
29.	Governing language.....	39
30.	Applicable law.....	39
31.	Notices	39
32.	Taxes and duties	39
33.	Transfer of contracts	39
34.	Amendments of contracts	39
35.	Prohibition of restrictive practices	39

1. Definitions

The following terms shall be interpreted as indicated:

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

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

2. Application

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

3. General

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

4. Standards

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

5. Use of contract documents and information inspection

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

6. Patent Rights

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

7. Performance security

- 7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the [amount specified in SCC](#).
- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3 The performance security shall be denominated in the currency of the contract or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
- (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
 - (b) a cashier's or certified cheque.
- 7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, [unless otherwise specified](#).

8. Inspections, tests and analyses

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

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

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

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

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

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

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

9. Packing

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

10. Delivery and documents

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

11. Insurance

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

12. Transportation

- 12.1 Should a price other than an all-inclusive delivered price be required, [this shall be specified](#).

13. Incidental Services

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

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

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

14. Spare parts

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

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

15. Warranty

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

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

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

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

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

16. Payment

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

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

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

16.4 Payment will be made in Rand **unless otherwise stipulated**.

17. Prices

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

18. Variation orders

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

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

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

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

- 21.4 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 22.2 without the application of penalties.
- 21.5 Upon any delay beyond the delivery period in the case of a goods contract, the purchaser shall, without cancelling the contract, be entitled to purchase goods of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.
- 22. Penalties**
- 22.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.
- 23. Termination for default**
- 23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
- 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;
 - if the supplier fails to perform any other obligation(s) under the contract; or
 - if the supplier, in the judgement of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner, as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.
- 23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.
- 23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the supplier as having no objection and proceed with the restriction.
- 23.5 Any restriction imposed on any person by the purchaser will, at the discretion of the purchaser, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the purchaser actively associated.
- 23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
- the name and address of the supplier and / or person restricted by the purchaser;
 - the date of commencement of the restriction
 - the period of restriction; and
 - the reasons for the restriction.
- These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.
- 23.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.
- 24. Antidumping and countervailing duties and rights**
- 24.1 When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the supplier to the purchaser or the purchaser may deduct such amounts from moneys (if any) which may otherwise be due to the supplier in regard to goods or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.
- 25. Force Majeure**
- 25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.
- 26. Termination for insolvency**
- 26.1 The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the purchaser.

27. Settlement of Disputes

- 27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4 Notwithstanding any reference to mediation and/or court proceedings herein,
- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
 - (b) the purchaser shall pay the supplier any monies due the supplier for goods delivered and / or services rendered according to the prescripts of the contract.

28. Limitation of Liability

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

29. Governing language

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

30. Applicable law

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

31. Notices

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

32. Taxes and duties

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

33. Transfer of Contracts

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

34. Amendment of contracts

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

35. Prohibition of restrictive practices

- 35.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder(s) is / are or a contractor(s) was / were involved in collusive bidding.
- 35.2 If a bidder(s) or contractor(s) based on reasonable grounds or evidence obtained by the purchaser has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in section 59 of the Competition Act No 89 Of 1998.
- 35.3 If a bidder(s) or contractor(s) has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.

SECTION 6: SPECIAL /ADDITIONAL CONDITIONS OF CONTRACT

The **Conditions of Contract** make reference to the **Special Conditions of Contract (SCC)** for details that apply specifically to this bid. The **Special Conditions of Contract** shall have precedence in the interpretation of any ambiguity or inconsistency between it and the **Conditions of Contract**.

Each item below is cross-referenced to the clause in the **General Conditions of Contract** to which it mainly applies.

SCC 1.2 CONTRACT

This is a 36-month contract.

SCC 11.1 INSURANCE

Service providers are required to maintain Fidelity Fund Certification for the duration of the contract term. Proof of certification should be produced annually, by submitting the same to the office of the Head of the Unit or his nominee.

Should certification become invalid at any stage of the contract, the Service Provider shall immediately advise the office of the Head of the Unit of such invalidity.

SCC 16.1 PAYMENT

The Service Provider shall submit an Invoice for services rendered.

Payment for services by the Municipality shall be made to the bank account provided by the Service Provider, within 30 days of final acceptance of the Invoice.

Payment shall be made to the service provider's bank account only. Should the details change, the Service provider shall inform the Supply Chain Management Unit and Legal and Compliance Unit timeously. For the avoidance of doubt, cession of payment is prohibited. Factoring arrangements are prohibited.

Payment will be made at the rates accepted by the Municipality and adjustment does NOT apply to a fixed rate.

The Service Provider should be aware that Invoices could be queried by the Municipality and must attend to the queries within 3 days of a query being raised.

Exclusions:

There shall be no charge for:

- parking.
- for drafting bills.
- drafting quarterly reports.
- charge for interest on unpaid invoices.
- for contingent liability submissions.
- office expenses and tools of trade to the Municipality. Such items include but are not limited to files, stationery, computers and internet connection/data etc.

SCC 16.2 INVOICE REQUIREMENTS

The Service Provider shall ensure that the Municipality is invoiced regularly for services rendered, at least once a quarter in each matter it is handling.

The Municipality's financial year ends at the end of June each year. Service Providers are required to submit invoices timeously (i.e by 30 May), for payment to be processed before the end of the financial year within which they were incurred.

The Service Provider shall submit Invoices in the format requested by Legal and Compliance, from time to time, with the Service provider's name, the date, VAT number and Municipal reference number.

Invoices are to contain a narrative of the line items and the rate of charge and the total. This means items may not be "bundled" together with a composite charge. e.g., Correspondence x 15 letters at R45. Each correspondence will be dated and a brief narrative of the purpose of letter stated together with the rate for the attendance. VAT is to be calculated to the cent, with accuracy and may not be rounded off.

SCC 17 PRICES

Prices are fixed for the duration of the contract.

SCC 21.1 DELAYS IN THE SUPPLIER'S PERFORMANCE**Legal Services & Conveyancers**

Lead times shall be determined on each instruction between the Employer and the Service Provider, in line with the guideline below:

Arbitrations or Formal Hearings	Full compliance within time frames stipulated in the Terms of Reference of an Arbitrator, Adjudicator or Commissioner hearing the matter, or where not specified, full compliance with time frames provided by the Legal Advisor handling the matter, and if not so provided by any of the aforementioned, within a reasonable period to ensure that the matter proceeds expeditiously and that the Municipality suffers no prejudice occasioned by protracted proceedings.
Legal Advisory Matters	Where informal advice is being sought, the Service Provider shall not provide the advice sought later than seven (7)

		calendar days from receipt of the instruction, provided that it has been furnished with all the required information, and further provided that the instruction is not urgent, in which case (urgent matters) Legal Advisors will clearly mark the matter as urgent and the time for performance will be stipulated in writing.
Formal Opinion by Service Provider		(20 calendar days) Should the Service Provider not be able to meet the deadline for either a formal or informal instruction, which are not urgent, he must apply in writing to the Legal Advisor concerned for an extension of time to perform, which discretion lies solely with the said Legal Advisor. Extensions will not be available for urgent matters. A Penalty will not apply where the Legal Advisor has granted an extension.
Contract / Drafting of Legal Instruments		20 calendar days Should the Service Provider not be able to meet the deadline in non-urgent matters, he must apply in writing to the Legal Advisor concerned for an extension of time to perform, which discretion lies with the Legal Advisor. In such cases a penalty will not apply.
ACKNOWLEDGMENT INSTRUCTIONS	OF	Same day acknowledgement in writing.
CORRESPONDENCE		All correspondence received by the Service Provider from the Municipality must be responded to on the same day in urgent matters. Non-Urgent matters may be responded to within 24 hours from date of the correspondence.
CONVEYANCING		Dates will be stipulated by the Official instructing the service provider in written correspondence
SUPPLY CHAIN MANAGEMENT OBJECTIONS AND COMPLAINTS AUTHORITY		A written Ruling must be furnished within 14 calendar days from the date of receipt of an Objection or Complaint, (as defined in the eThekweni Municipality's Supply

	Chain management Policy).
--	---------------------------

SCC 22.1 PENALTIES

If the supplier fails to deliver any or to perform the services within the period(s) specified in Table SCC 21.1, the Employer may, without prejudice to its other remedies under the contract, deduct from the contract price (as a penalty):

- A penalty of 10% of the invoice value may be charged for each instance the service is delayed.

SECTION 6B: ADDITIONAL CONDITIONS OF CONTRACT**ACC1 PERFORMANCE MONITORING & ASSESSMENT OF SERVICE PROVIDERS**

For contract awards that are greater than R10m, the Contractor shall be subjected to “Performance Monitoring” assessments in terms of the applicable Section of the Council’s current Supply Chain Management Policy.

ACC2 QUALITY OF SERVICE

The services shall at all times be provided timeously and accord with a reasonable standard of performance expected from the Legal Profession and in accordance with the service standards in ACC14 hereof.

ACC3 SATISFACTORY PERFORMANCE

The supplier shall employ for the purpose of this contract only such personnel as are careful and competent and the Municipality shall be at liberty to object to and require the supplier to remove from the job forthwith any person, including supervisory staff, employed by the supplier who, in the opinion of the Municipality, misconducts himself/herself or is incompetent or negligent in the proper performance of his/her duties and such person shall not again be employed upon this contract without the permission of the Municipality.

ACC4 OCCUPATIONAL INJURIES AND DISEASES ACT

The supplier shall, before commencement of work, produce documentary proof to the Deputy Municipal Manager, Treasury: Finance, that he/she has complied in all respects with the provisions of the Occupational Injuries and Diseases Act. The supplier undertakes that he/she will perform and comply with all provisions of the Occupational Injuries and Diseases Act and more particularly that he/she will render all

returns and pay all assessments for which he/she is liable in terms of such Act.

ACC5 **DAMAGE TO PERSONS AND PROPERTY**

- 5.1. The supplier **shall** indemnify and keep indemnified the Municipality against any claim for death, injury, damage or loss to any person or property whatsoever in respect thereof or in relation thereto.
- 5.2. The supplier enters into this contract as an independent contractor and shall be solely liable in respect of any claim for death, injury, damage or loss to any person or property whatsoever in respect thereof or in relation thereto.

ACC6 **SERVICE PROVIDER OFFICE REQUIREMENTS**

The service provider must have, for the duration of the contract, law offices registered/recognized by the Legal Practice Council (within the geographical area of eThekweni boundary).

ACC7 **TRAINING**

Service Providers shall be required to conduct research and to hold training/discussion seminars with officials of the Municipality on the latest developments in the legal field (Case Law / Legislation) at least on a quarterly basis upon the instructions from the Employer, as per the guidelines below:

- 7.1 By conducting a PowerPoint presentation at a venue/format to be determined by the Head Legal and Compliance or his nominee.
- 7.2 On topics which must be agreed in writing between the Principal of the Service Provider and the Head of Legal and Compliance or his nominees, which shall include but not be limited to case law, work samples, opinions which the Service provider may have prepared that are interesting and topical.
- 7.3 Topics should be of a legal nature, but do not have to be confined to Municipal legal development.
- 7.4 Make the presentation available to the Head Legal and Compliance or his nominee at least 5 days before the presentation date.
- 7.5 Ensure that the facts are accurate and that the training is of a professional standard.

- 7.6 Answer questions that arise from the presentation fully. If questions cannot be answered at the presentation due to the Service Provider having to conduct research on some aspect which was not anticipated, to prepare a written answer within 5 business days from the date of the presentation and to submit same to the Head Legal and Compliance or his nominee.

ACC8 **RESOURCES**

The Service provider may only charge for a single professional resource per instruction and charge at the appropriate rate (Attorney or Candidate Attorney), unless a request, which is well motivated, is agreed to in writing by the Head: Legal and Compliance or his nominee.

ACC9 **PERUSAL**

The Service Provider: shall charge for perusal at a rate of a page where the document has more than 150 words and at the folio rate where the document being perused is less than 150 words. The folio and page rate shall be a flat rate as contained in the tendered and accepted tariff.

The Service Provider shall charge a “re-perusal” fee and not a full perusal fee, which is 50% of the tendered perusal fee for perusing a document the second time or subsequent times and/or for refreshing.

The Service Provider, more especially those writing legal opinions and rulings, shall use the re-perusal rate when refreshing itself on case law it has used and considered previously and when reconsidering any of the provisions of the laws and policies.

ACC 10 **PREPARATION**

The Service Provider

- ❖ shall use the per quarter of an hour rate as per item two of Schedule 8A and 8B when charging for considering and researching new case law and new provision of extracts of legislation/policy which Service Provider is not reasonably expected to have knowledge of.
- ❖ shall be confined to use, not more than two cases to make the same point in law, being the most relevant case/s. No payment will be made where the Service provider cites multiple cases demonstrating the same point of law.
- ❖ shall confine itself to relevant documentation and /or extracts of legislation, policy and documents related to the instruction. The Legal Advisor has the right to request the Service Provider to demonstrate the relevance of the use of such provisions and in the Legal Advisors sole discretion determine whether such provisions are in fact necessary.
- ❖ In instances where there is Counsel involved in the matter, time for preparation, including research and perusal of further documents may be limited by the Municipality at its own discretion.

ACC 11 COUNSEL

The Municipality has no contractual relationship with Counsel briefed. However, the Municipality may recommend Counsel to be used, and the onus shall be on the Service Provider to ensure that the Municipality gets value for money from Counsel.

The Service Providers are allowed and encouraged to separate invoices with Counsels fees from their own service invoices in order to speed up the payment of such invoices.

ACC 12 TRAVEL

Any travelling which is outside the jurisdiction of the Municipality save, for attending Court, shall require the prior written consent of the Legal Advisor handling the matter. Kilometres travelled shall be billed at the AA rate.

ACC 13 DISCOUNTS

The Municipality reserves the right to request discounts for services rendered

ACC14 OBLIGATIONS OF THE SERVICE PROVIDER

14.1 It is mandatory for the Service Provider to familiarise itself with all Municipal legal prescripts regardless of the category of work for which it has been appointed.

14.2 The Service Provider is deemed to be an expert in the area of law to which it has been appointed and accordingly, warrants that it is knowledgeable in the law applicable to the category of appointment and must demonstrate that it has the knowledge to carry out instructions with the appropriate level of skill and diligence.

14.3 The Service Provider is to avail itself during Business Hours/Days and shall provide the Head: Legal and Compliance with mobile contact details of at least 2 personnel who can be in attendance for urgent matters before, and after Business Hours. Should the Service provider indicate that it is not available to take an instruction at its turn, it is to indicate its unavailability in writing, (email is acceptable) whereupon the next available service provider will be allocated the instruction in its place.

14.4 The Service Provider may use WHATSAPP or SMS communication where necessary, and charge for such at the actual cost of the transmission.

14.5 The Service Provider shall NOT charge interest on overdue fees.

-
- 14.6 The Service Provider shall not be entitled to charge Quarterly Reports to the Executive Management of Legal and Compliance and Drawing up of Bills.
- 14.7 The Service Provider may utilise an Agent, correspondent for service and attendances of matters out of eThekweni jurisdiction where it will be cost effective than for the Service provider to travel personally.
- 14.8 The Service provider shall make its file relating to an Instruction available for inspection on reasonable notice and on reasonable grounds at the request by the Legal and Compliance Unit, or Municipality's Auditors.
- 14.9 The Service Provider acknowledges that the Legal and Compliance Unit is required to account to the Municipal Treasury on Contingent Liability, which forms a note to the financial statements of the Municipality.
- 14.10 The Deputy Head: Litigation or any other person nominated by the Head: Legal and Compliance will make a request from the Service Provider for details of contingent liability being handled by the Service Provider's firm. The Service Provider shall comply by furnishing the information required in this regard, within the time frames and in the format requested by the aforementioned persons.
- 14.11 The Service provider is to have professional indemnity insurance in place to the satisfaction of the Municipality.
- 14.12 The Service Provider shall ensure that it's Tax / VAT is up to date for the duration of this contract. Failure to do so may entitle the Municipality to cancel the contract.
- 14.13 The Service Provider shall use the format for Invoices as required by the Legal and Compliance Department and ensure:
- a. Line-item billing;
 - b. Detailed narrative on all time-based attendances;
 - c. Details on time based and rates-based items;
 - d. State the eThekweni reference provided by the Legal advisor handling the file on Invoices; and
 - e. Keep proof of supporting documents for disbursements.

- 14.14 Perusal charges shall, unless varied by prior agreement, be capped at a maximum of 100 pages per instruction.
- 14.15 The Service Provider is required to deal with instruction internally using its own resources, unless requested by the Municipality to engage Counsel or correspondent in any given matter.
- 14.16 The Service Provider shall obtain prior authorization before consulting with Counsel.
- 14.17 The Service Provider which operates as a law firm under the Legal Services and Supply Chain Management Objections and Complaints Authority Category shall be required to have in its employ at least three Candidate Attorneys for the duration of this contract.

ACC15 **OBLIGATIONS OF THE EMPLOYER**

The employer will:

- 15.1 prepare a detailed brief, with the appropriate Annexures and relevant information for the Service provider under cover of Legal and Compliance Department's letterhead.
- 15.2 arrange consultations on the advice of the Service Provider with internal Line Departments or other relevant role players.
- 15.3 through the Legal advisor handling the matter, advise Service Provider on whether it requires the instruction to be dealt with by the Service Provider's firm internally, or whether Counsel may be briefed and advise of his/her preference of Counsel and the level of Counsel to be briefed, if so required.
- 15.4 Attend all consultations with the Service Provider and/or Counsel.
- 15.5 Give timeous instructions to the Service provider, save for in the case of urgent matters which necessitate immediate action.
- 15.6 Photocopy documents to save copy costs, where possible.
- 15.7 Check Invoices that are submitted by the Service Provider to ensure that charges

are in line with the schedule of rates and attendances.

- 15.8 Query Invoices for clarity on attendances or disputes an attendance or a charge, where necessary.
- 15.9 Amend its instruction in writing should it become necessary due to new facts that arise subsequent to the original instruction.
- 15.10 Recall an instruction for whatsoever reason, provided that the Service Provider is paid for services rendered up to the point of recall of the instruction.
- 15.11 May make application for the Blacklisting of any non-performing Service Provider, or a Service Provider who commits fraud and corruption in the bidding process or the execution of the contract, or any grounds for blacklisting as contained in the SCM Policy, as amended from time to time.

ACC16 CONFIDENTIALITY

- 16.1 All Confidential Information shall be protected from unauthorised disclosure, whether so marked or not.
- 16.2 The Service Provider shall ensure that its staff shall not disclose such information, nor duplicate such information (save for as is necessary for the institution of a legal matter or the defense of the Municipality or necessary to perform an obligation in terms of this agreement) without the prior written consent of the Municipality.
- 16.3 This Clause shall survive the termination of this contract for a period of at least 3 years.

ACC17 GOOD RELATIONS

- 17.1 The Parties agree to act in the best interest of the Municipality at all times.
- 17.2 The Parties commit to attend quarterly meetings to provide feedback with the view of improving enhancing and strengthening processes and initiatives.
- 17.3 The Parties agree to treat each other with dignity, respectability and to co-operate

with each other in a dignified and professional manner.

17.4 The Parties agree to perform their respective obligations with promptness and the highest levels of professionalism.

17.5 The Parties agree to resolve complaints fairly, consistently and promptly.

17.6 The Service provider shall avoid a conflict of interest, and refrain from accepting an instruction against the Municipality unless it seeks the Municipality's prior written consent from the Head: Legal and Compliance.

ACC18 IMPROPER ACTIVITIES

The Service Provider shall refrain from committing any improper activities.

ACC19 REVIEW

The performance of the Service provider must be reviewed at least quarterly. A written record of the review must be kept by Legal and Compliance Unit.

ACC20 SERVICE STANDARDS

STANDARDS FOR ALL CATEGORIES.

20.1 NEW INSTRUCTIONS

20.1.1 New instructions must be acknowledged on the same day, even if initially not in writing, but by telephone or WhatsApp and followed up by a formal acknowledgement.

20.2 CONSULTATIONS

20.2.1 All consultations must be necessary, purposeful and agreed between the Legal Advisor and the Service provider.

20.2.2 Service Providers are to prepare for all consultations, knowledgeable of the facts and the law applicable to the instruction at hand and participate in the discussions.

20.3 SCM OBJECTION

- 20.3.1 The Supply Chain Management Objections and Complaints Authority shall collect the bundle of documents from the Supply Chain management Offices at 166 K E Masinga Road (Old Fort Road) Durban, or any other place as directed , when advised to do so by the advisor handling the matter.
- 20.3.2 The bundle should be collected on the same day to avoid a delay in dealing with the matter.
- 20.3.3 The Supply Chain Management Objections and Complaints Authority shall consider the Notice of Objection, and grounds and any responses provided, together with any relevant information enclosed.
- 20.3.4 Should the Supply Chain Management Objections and Complaints Authority require any further information, it shall co-ordinate its request via the Legal and Compliance Unit.
- 20.3.5 The Supply Chain Management Objections and Complaints Authority shall resolve a matter expeditiously and shall comply with its terms of reference.

20.4 CONVEYANCING AND NOTARY PUBLIC MATTERS

- 20.4.1 Written instructions will be received directly from the Real Estate and Human Settlements Units.
- 20.4.2 Real Estate and Human Settlements Units are to provide detailed instructions including a resolution authorising the disposal. Such instruction must be acknowledged within one week of receipt.
- 20.4.3 The Service Provider is to provide property law legal advice to the Municipality from inception to conclusion of the conveyancing matters so instructed. Where legal advice is sought, such advice must be provided within a day.
- 20.4.4 The Service Provider is to provide **monthly** status updates on each conveyancing matter so instructed.
- 20.4.5 The Service Provider to provide accurate information to auditors and

officials when requested within three days of such request.

- 20.4.6 The Service Provider to timeously effect property transfer registrations, respond to the Registrar's queries, draft property transfer, registration and related conveyancing agreements to effect timeous registration at the Deeds Office.
- 20.4.7 The turnaround time to respond to a query from the Registrar is two weeks.
- 20.4.8 The turnaround time for transfer is 9 weeks – provided all documentation is in order.
- 20.4.9 The turnaround time for payment of the purchase price from the Service Provider is 7 days.
- 20.4.10 The Service Provider must update the Real Estate and Human Settlements Units on the Registrars circulars within a week of the Registrar's circulars being published.
- 20.4.11 In instances where the Municipality requires a Title Deed, a letter will be sent to the attorneys requesting a Title Deed and it will be handed over to the Attorney or his/her representative.
 - 20.4.11.1 The attorney or his/her representative must sign at the bottom of our letter acknowledging receipt thereof.
 - 20.4.11.2 The letter must indicate that the attorneys will be held responsible for returning the Title Deed.
 - 20.4.11.3 The Title Deed should not be with the attorneys for a period longer than 8 weeks.
 - 20.4.11.4 Reminders for the return of the Title Deeds must be undertaken periodically.
 - 20.4.11.5 All Title Deeds with attorneys for more than 2 months must be brought to the attention of the Chief Estates officer for intervention.

20.5 GENERAL

Availability of Services

- 20.5.1 Service provider's employees should be available between the

core Municipal hours, which are between 7am and 5pm.

20.5.2 Service providers should be available to attend to matters outside the aforementioned hours, where the Municipality has an urgent court matter.

20.5.3 Service providers are to ensure that the cell phone numbers of the liaisons are available, even after hours.

20.6 Reporting:

The Service provider is required to report:

20.6.1 To management monthly on progress, in writing, using the format provided by the Municipality on all matters received by it at least a week before the quarter expires.

20.6.2 To the relevant legal advisor dealing with the matter/s at hand as and when the Service Provider is required to do so.

20.6.3 The Report is to the Legal Advisor must contain the following:

- Progress in all matters;
- Challenges experienced;
- Way forward; and
- Expected time frames for finalisation.

20.6.4 Annually, on Contingent Liability which forms a part of the Municipality's Financial Statements

Failure to comply with this requirement for three consecutive months without good cause shall be regarded as a material breach and dealt with in terms of Clause 23 of the GCC.

ACC 21 SPECIFIC REQUIREMENTS FOR CONTRACTS/LEGAL OPINIONS AND OTHER LEGAL INSTRUMENTS.

21.1 QUALITY AND OUTPUT

21.1.1 Service Providers must have knowledge of latest developments in case law, legislation and best practise.

21.2 **RESOURCES**

- 21.2.1 The Service Provider is to use a single resource on a matter, unless it has sought the written consent of the Head Legal Services/ his nominee to utilise more than one resource. In such case, the designation and charge of the additional resource must be indicated when the Service Provider seeks consent.

21.3 **WRITTEN OUTPUT**

- 21.3.1 All legal opinions, including Counsel Advice, will be by way of a written Memorandum of Advice.
- 21.3.2 A written report must be made monthly in matters exceeding a month. The Report must be directed to the Legal advisor concerned via email. This must be read in conjunction with ACC 20.6.3 above.

21.4 **LITIGATION**

The Service Provider will be required to:

- 21.4.1 Arrange consultations via the legal advisor only and not directly with Other Municipal Officials.
- 21.4.2 Act ONLY on the instructions of personnel of the Legal and Compliance Department and no other Municipal Officials, save for the Accounting Officer.
- 21.4.3 Attend to a matter personally, if so required by the Legal Advisor to do so.
- 21.4.4 Actively participate in discussions at consultations.
- 21.4.5 Advise the Legal Advisor on prospects of success early on in the matter in order to curtail costs and prevent wasteful expenditure.
- 21.4.6 Judiciously use time and resources by appointing one resource to deal with a matter, unless warranted, which the Legal Advisor will confirm.
- 21.4.7 Avoid duplication of attendances.
- 21.4.8 Engage the Legal Advisor on whether to make photocopies or not, prior to making copies.

- 21.4.9 File documents timeously at Court and to paginate and index court file timeously.
- 21.4.10 Advise the Municipality timeously of Court dates for facilitation of witnesses.
- 21.4.11 Provide the Municipality with copies of Third Parties pleadings and all relevant documents to the matter hereto.
- 21.4.12 Keep telephone calls to shortest duration without compromising the service.
- 21.4.13 Ensure that filing and administrative duties are performed by appropriate staff in their organisation to keep costs reasonable.
- 21.4.14 Update the Legal Advisor on developments as and when they occur, or at least monthly in a written report. Where a matter is not moving for want of a court date, or the status has not changed, an email report monthly on each such matter will suffice.
- 21.4.15 Submit quarterly reports in written format, containing the name of the matter and the status quo, challenges experienced, and way forward/ time anticipated for finalisation.

21.5 SUPPLY CHAIN MANAGEMENT OBJECTIONS AND COMPLAINTS AUTHORITY

Business Process:

- 21.4.16 Appellants will lodge a written appeal with the SCM Department and/or Legal and Compliance Unit.
- 21.4.17 Legal and Compliance Unit will compile a full bundle of documents for transmission to the Supply Chain Management Objections and Complaints Authority.
- 21.4.18 Legal and Compliance Unit will not compile a synopsis of the matter as the matter must be understood and finalised by the independent authority.
- 21.4.19 The bundle will usually compromise the following where the Appeal is based on substantive facts:

- ❖ Minutes of Bid Adjudication Committee;
- ❖ Minutes and Report to the Bid Evaluation Committee;
- ❖ Appeal as received from the Appellant;
- ❖ Bid document of the Successful Bidder; and
- ❖ Bid Document of the appellant.

- 21.4.20 Where the Appeal is procedural in nature, Legal and Compliance will compile a bundle of documents relevant to the complaint.
- 21.4.21 The Supply Chain Management Objections and Complaints Authority is to acknowledge receipt of the Instructions in writing and liaise with the Deputy Head Legal Support or his nominee, or the Legal and Compliance Paralegal tasked with assisting the Supply Chain Management Objections and Complaints Authority.
- 21.4.22 All administrative services are for the responsibility of the Supply Chain Management Objections and Complaints Authority, i.e. photocopying, typing its Ruling, minutes of meetings etc.
- 21.4.23 Supply Chain Management Objections and Complaints Authority is to comply with the Terms of Reference provided to it. In the Event that it is unable to comply with time frames for delivery, it is to provide a written report to the Head Legal and Compliance and the Deputy Head: Legal Support or his nominee and explain the reasons for non-compliance. If in such person's opinion, the grounds for delay are not justifiable, this will be regarded as non-performance and/or breach of this contract.
- 21.4.24 A written Ruling is to be provided for each Appeal/complaint/dispute.
- 21.4.25 The Ruling must be provided in a professional manner, checked for spelling and grammatical errors, be accurate and legally sound.
- 21.4.26 The Supply Chain Management Objections and Complaints Authority warrants that it is an expert in administrative justice and fully able to execute the work relevant to its appointment at the appropriate level of expertise.

-
- 21.4.27 The Supply Chain Management Objections and Complaints Authority further warrants knowledge in the area of supply chain management in the Municipal sphere, the eThekweni Municipal Supply Chain Management Policy, all prescripts relating thereto and the leading case law applicable to supply chain management.
- 21.4.28 All information submitted to the Supply Chain Management Objections and Complaints Authority shall be kept in a safe or locked cupboard with due regard to the confidential nature of the information at hand.
- 21.4.29 No information regarding an Objection/Complaint/Dispute shall be shared with any other person.
- 21.4.30 The Supply Chain Management Objections and Complaints Authority may not communicate directly with any Official/Political Office Bearer or External Person on the merits of any matter before him, or finalised by him, unless ordered to do so by a Court of Law.
- 21.4.31 The Supply Chain Management Objections and Complaints Authority shall only charge for perusal of documents which are relevant to the Appeal at hand. The Municipality shall in its sole discretion determine whether a document requested is relevant or not. Any additional documents requested shall be for his information and the Municipality shall not pay for such perusal.
- 21.4.32 The Supply Chain Management Objections and Complaints Authority must be familiar with recent case law developments which impact on its Rulings, Treasury Circulars and SCM prescripts.
- 21.4.33 Upon finalisation of matters, must return all municipal information to Legal and Compliance.
- 21.4.34 Bill the Legal and Compliance Unit as per the Tariff which has been agreed to by the parties.
- 21.4.35 Refrain from overcharging.
- 21.4.36 Use its resources judiciously.
- 21.4.37 Ensure no duplication of charges or unnecessary attendances.

21.6 ALLOCATION OF WORK

The Municipality will endeavour to give consideration to the order of preference as per its roster but gives no assurance that the Bidder will be appointed in their order of preference as per the roster, as operational needs will be a determining factor.

SECTION 7 : SCOPE AND SPECIFICATION OF REQUIRED SUPPLY / SERVICES

a) Scope of Supply / Services

PANEL OF ATTORNEYS

The eThekweni Municipality ("the Municipality") requires services of suitably qualified, skilled, and experienced service providers to provide a wide range of legal services to the Municipality. It is the intention of the Municipality to appoint up to a maximum of 30 Service Providers for a period of three years in accordance with the categories set out in the table below. The Municipality encourages law firms which are wholly owned and managed by Historically Disadvantaged Individuals to participate.

Bidders must demonstrate the ability and experience to handle work without having to instruct Counsel.

Legal Services*

No.	SUB-PANEL	Number of Law Firms Required
1.	General Litigation	5
2.	Commercial Law and Corporate Law	5
3.	Labour Law	5
4.	Town Planning and Environmental Law	5

**NB: Service Providers may be required to perform litigation arising from their preferred area of interest.*

Conveyancing

No.	CATEGORIES	Number of Law Firms Required
1.	Conveyancing and Notarial Services	4

PANEL OF SUPPLY CHAIN MANAGEMENT OBJECTIONS AND COMPLAINTS AUTHORITY

In addition to the above, the Municipality seeks to appoint a maximum of 6 suitably qualified Independent and Impartial Persons (“Objection Authority”), to assist in the resolution of disputes between the Municipality and other persons regarding any decisions or actions taken in the implementation of the supply chain management system or any matter arising from a contract awarded in the course of the supply chain management system and to deal with objections, complaints or queries regarding any such decisions or actions or any matters arising from such contract. The Municipality encourages suitably qualified Historically Disadvantaged Individuals to participate.

No.	SUPPLY CHAIN MANAGEMENT OBJECTIONS AND COMPLAINTS AUTHORITY CATEGORY	Number of Objection Authority Required
1.	Supply Chain Management Objections and Complaints Authority	6

b) Required Services

No.	Service	Nature of Services
1.	General Litigation	General litigation in the High Court and through private arbitrations which arise from litigation initiated against the Municipality and defended debt collection matters.
2.	Commercial Law and Corporate Law	Assisting with the drafting and vetting a wide range of contracts, such as joint venture contracts, private public partnership contracts, development agreements, lease agreements, etc. High level advice and negotiation support in the structuring of commercial transactions with development partners and financial institutions, inclusive of due diligence investigations, etc. Preparing legal opinions on a wide range of constitutional and administrative law matters as well as legislative compliance matters on short notice
3.	Labour Law	South African Local Government Bargaining Council arbitration and Labour Court Reviews and Trials.

		Presiding and prosecution in certain disciplinary hearings.
4.	Town Planning	Litigation and general legal guidance in Town Planning matters.
5.	Environmental Law	Litigation and general guidance in Environmental Law matters.
6.	Conveyancing Work	Attending to the registration of property transfers, township establishment, cancellations and applications for lost title deeds. Notarial services.
7.	Supply Chain Management Objections and Complaints Authority	Resolution of disputes between the Municipality and other persons regarding decisions or actions taken in the implementation of supply chain management system or any matter arising from a contract awarded in the course of the supply chain management system and to deal with objections, complaints or queries regarding any such decisions or actions or any matters arising from such contract.

SECTION 8: SCHEDULE OF RATES**LEGAL SERVICES**

(Bidders **MUST** complete the table below if they are bidding for the Legal Services Category)

Notes: If bidding for the Legal Services Category it is compulsory to price all items under this section, including the total. Failure to do so shall lead to disqualification of the bid.

NO	DESCRIPTION OF SERVICE	CHARGE ^a
1.	Receiving instructions, including perusal of all initial documents and consideration of the merits of the matter, per quarter of an hour	R
2.	Preparation time, including research and perusal of further documents received, per quarter of an hour ^b	R
3.	Drafting and writing rulings, judgments and opinions, per quarter of an hour	R
4.	All consultations with a client and/or witness; any conference with an advocate; any other necessary conference; any inspection <i>in situ</i> , or otherwise, per quarter of an hour	
	(a) By an attorney	R
	(b) By a candidate attorney	R
5.	Attendance by an attorney in court, arbitration and in pre-trial proceedings, per quarter of an hour ^c	R
6.	Attendance by a candidate attorney, where necessary, to assist at a contested proceeding, per quarter of an hour	R
7.	Attending to give or take disclosure, per quarter of an hour -	
	(a) By an attorney	R
	(b) By a candidate attorney	R
8.	Appearance by an attorney in court, arbitration and other formal proceedings or the performance by an attorney of any of the other functions of an advocate, in terms of the Right of Appearance in Court Act, 1995 (Act No. 62 of 1995)	R
9.	Time spent travelling ^d -	
	(a) By an attorney	R
	(b) By a candidate attorney	R
10.	Reasonable time spent waiting, per quarter of an hour	
	(a) By an attorney	R
	(b) By a candidate attorney	R
11.	The drawing up of all necessary documents, per page of the original only ^e	R
12.	Letters, telegrams and facsimiles: inclusive tariff for drawing up, checking, typing, printing, delivery, copies, postage, posting thereof, per page	R
13.	Attending on receipt, entry, perusing, considering and filing of necessary documents, per page ^f	R
14.	Sorting, arranging and paginating papers, per quarter of an hour -	
	(a) By an attorney	R
	(b) By a candidate attorney	R
15.	For making necessary copies, including photocopies, of any document or papers not already provided for in this tariff, per A4 size page.	R

^a Fixed for a period of three (3) years as per SCC 17.

^b Subject to ACC 10 of the Additional Conditions of Contract.

^c There shall be no charge for time spent waiting for filing of documents at Court.

^d Time spent for travelling will be limited to 30 minutes for travel within eThekweni jurisdiction for the total trip, and outside the jurisdiction, travel is subject to ACC 12 of the Additional Conditions of Contract. The travel disbursement per kilometre will be paid at the AA rate.

^e An inclusive tariff – drawing up, checking, typing, printing, copies, delivery and filing thereof.

^f In cases of voluminous documents, perusal shall be time based, and such will be billed in accordance with item 2 of this Schedule.

NO	DESCRIPTION OF SERVICE	CHARGE ^a
16.	Attending to arrange translation and thereafter to procure same, per quarter of an hour -	
	(a) By an attorney	R
	(b) By a candidate attorney	R
17.	Necessary telephone calls: per quarter of an hour -	
	(a) By an attorney	R
	(b) By a candidate attorney	R
	Subtotal	R
	Add VAT	R
	TOTAL	R

SECTION 8B: SCHEDULE OF RATES

SUPPLY CHAIN MANAGEMENT OBJECTIONS AND COMPLAINTS AUTHORITY

(Bidders **MUST** complete the table below if they are bidding for the Objection Authority Category)

Notes : If bidding for the Supply Chain Management Objections and Complaints Authority Category, it is compulsory to price all items under this section, including the Total. Failure to do so shall lead to disqualification of the bid.

NO	DESCRIPTION OF SERVICE	CHARGE ^g
1.	Receiving instructions, including perusal of all initial documents and consideration of the merits of the matter, per quarter of an hour	R
2.	Preparation time, including research and perusal of further documents received, per quarter of an hour ^h	R
3.	Drafting and writing rulings, judgments and opinions, per quarter of an hour	R
4.	All consultations with a client and/or witness; any conference with an advocate; any other necessary conference; any inspection <i>in situ</i> , or otherwise, per quarter of an hour	
	(c) By an attorney	R
	(d) By a candidate attorney	R
5.	Attendance by an attorney in court, arbitration and in pre-trial proceedings, per quarter of an hour ⁱ	R
6.	Attendance by a candidate attorney, where necessary, to assist at a contested proceeding, per quarter of an hour	R
7.	Attending to give or take disclosure, per quarter of an hour -	
	(c) By an attorney	R
	(d) By a candidate attorney	R
8.	Appearance by an attorney in court, arbitration and other formal proceedings or the performance by an attorney of any of the other functions of an advocate, in terms of the Right of Appearance in Court Act, 1995 (Act No. 62 of 1995)	R
9.	Time spent travelling ^j -	
	(c) By an attorney	R
	(d) By a candidate attorney	R
10.	Reasonable time spent waiting, per quarter of an hour	

^g Fixed for a period of three (3) years as per SCC 17.

^h Subject to ACC 10 of the Additional Conditions of Contract.

ⁱ There shall be no charge for time spent waiting for filing of documents at Court.

^j Time spent for travelling will be limited to 30 minutes for travel within eThekweni jurisdiction for the total trip, and outside the jurisdiction, travel is subject to ACC 12 of the Additional Conditions of Contract. The travel disbursement per kilometre will be paid at the AA rate.

NO	DESCRIPTION OF SERVICE	CHARGE ^g
	(c) By an attorney	R
	(d) By a candidate attorney	R
11.	The drawing up of all necessary documents, per page of the original only ^k	R
12.	Letters, telegrams and facsimiles: inclusive tariff for drawing up, checking, typing, printing, delivery, copies, postage, posting thereof, per page	R
13.	Attending on receipt, entry, perusing, considering and filing of necessary documents, Per page ^l	R
14.	Sorting, arranging and paginating papers, per quarter of an hour -	
	(c) By an attorney	R
	(d) By a candidate attorney	R
15.	For making necessary copies, including photocopies, of any document or papers not already provided for in this tariff, per A4 size page.	R
16.	Attending to arrange translation and thereafter to procure same, per quarter of an hour-	
	(c) By an attorney	R
	(d) By a candidate attorney	R
17.	Necessary telephone calls: per quarter of an hour -	
	(c) By an attorney	R
	(d) By a candidate attorney	R
	Subtotal	R
	Add VAT	R
	TOTAL	R

^k An inclusive tariff – drawing up, checking, typing, printing, copies, delivery and fining thereof.

^l In cases of voluminous documents, perusal shall be time based, and such will be billed in accordance with item 2 of this Schedule.

SECTION 8C: SCHEDULE OF RATES**CONVEYANCING**

(Bidders **MUST** complete the table below if they are bidding for the Conveyancing Category)

Notes: If bidding for the Conveyancing Category, it is compulsory to price all items under this section, including the Total. Failure to do so shall lead to disqualification of the bid.

NO	DESCRIPTION OF SERVICE	CHARGE ^m
1.	Registration of Notarial Deed of Lease	R
2.	Registration of Notarial Deed of Servitude	R
3.	Noting Deproclamations	R
4.	Opening Township Register	R
5.	Noting of Expropriations	R
6.	Postage and Petties	R
	Subtotal	R
	Add VAT	R
	TOTAL	R

^m Fixed for a period of three (3) years as per SCC 17.

SECTION 9A: OFFICIAL TENDER FORM**LEGAL SERVICES**(Bidders **MUST** complete this page if they are bidding for the Legal Services Panel)

Part A: OFFER BY TENDERER - In response to **Tender Number : 1A- 31632** I / we hereby offer to supply the goods / services detailed hereunder in accordance with the Technical Specification, and subject to the Standard and Special Conditions of Tender (Goods/Services), and General, Additional and Special Conditions of Contract, which accompanied your Tender (with which I / we acknowledge myself / ourselves to be fully acquainted) at the price stated below, or in the case of individual rates are indicated in Section 8 : Bill Of Quantities / Schedule of Rates / Activities.

TENDERED PRICE EXCLUSIVE OF VAT	VAT AMOUNT	TENDERED PRICE INCLUSIVE OF VAT
R	R	* R
* AMOUNT IN WORDS (incl. VAT):		

***NB: Please note that the Price shall be the total of items in Section 8A above. It is mandatory to complete this page if bidding for Legal Services.**

I / We hereby agree that this tender will hold good and remain open for acceptance as specified in the Conditions of Tender or during such other period as may be specified in the Special Conditions of Tender.

eThekwini Vendor Portal Registration Number:

PR

C.S.D Registration Number:

MAAA

S.A.R.S Pin Number:

Completion of the following is compulsory. Failure to declare the following will invalidate your offer.

Declaration of Interest

Are any of the entity's directors, managers, principle shareholder or stakeholders currently in the service of the state or have been in the service of the state in the past twelve (12) months?					<input type="checkbox"/> Yes	<input type="checkbox"/> No
Is any spouse, child or parent of the entity's directors, managers, principle shareholder or stakeholder currently in the service of the state or have been in the service of the state in the past twelve (12) months?					<input type="checkbox"/> Yes	<input type="checkbox"/> No
Name of entity's member	Position in Entity	Name of Relative (if applicable)	Name of State Institution	Nature of Relationship		
Do you or any other directors, managers, principle shareholder or stakeholder of your entity have any relationship (spouse, family, friend, associate) with persons in the service of the state and/or who may be involved with the evaluation of this quotation? If yes please furnish particulars below					<input type="checkbox"/> Yes	<input type="checkbox"/> No
Name of entity's member	Position in Entity	Name of Relative (if applicable)	Name of State Institution	Nature of Relationship		

Refer to the Consolidated MBD Documents in Section 4(d) for the definition of "in service of the State"

* Signature :

* Name (capitals):

Date:

Capacity:

* Name of Business:

Tel:

Address:

Fax:

* Denotes Mandatory Information

Failure to complete the Mandatory Information and sign this Tender Form will invalidate the tender

Part B: ACCEPTANCE BY PURCHASER - The Purchaser, as represented by the following Official, hereby accepts the Tenderer's offer in terms of the Conditions of Tender, Specifications, and Conditions of Contract.

Signature:

Name (*capitals*):

Date:

Capacity:

SECTION 9B: OFFICIAL TENDER FORM**SUPPLY CHAIN MANAGEMENT OBJECTIONS AND COMPLAINTS AUTHORITY**(Bidders **MUST** complete this page if they are bidding for the SCM Objection Authority Panel)

Part A: OFFER BY TENDERER - In response to **Tender Number : 1A- 31632** I / we hereby offer to supply the goods / services detailed hereunder in accordance with the Technical Specification, and subject to the Standard and Special Conditions of Tender (Goods/Services), and General ,Additional and Special Conditions of Contract, which accompanied your Tender (with which I / we acknowledge myself / ourselves to be fully acquainted) at the price stated below, or in the case of individual rates are indicated in Section 8 : Bill Of Quantities / Schedule of Rates / Activities.

TENDERED PRICE EXCLUSIVE OF VAT	VAT AMOUNT	TENDERED PRICE INCLUSIVE OF VAT
R	R	* R
* AMOUNT IN WORDS (incl. VAT):		

***NB: Please note that the Price shall be the total of items in Section 8B above. It is mandatory to complete this page if bidding for Supply Chain Management Objections and Complaints Authority**

I / We hereby agree that this tender will hold good and remain open for acceptance as specified in the Conditions of Tender or during such other period as may be specified in the Special Conditions of Tender.

eThekwini Vendor Portal Registration Number:

PR

C.S.D Registration Number:

MAAA

S.A.R.S Pin Number:

Completion of the following is compulsory. Failure to declare the following will invalidate your offer.

Declaration of Interest

Are any of the entity's directors, managers, principle shareholder or stakeholders currently in the service of the state or have been in the service of the state in the past twelve (12) months?				<input type="checkbox"/> Yes	<input type="checkbox"/> No
Is any spouse, child or parent of the entity's directors, managers, principle shareholder or stakeholder currently in the service of the state or have been in the service of the state in the past twelve (12) months?				<input type="checkbox"/> Yes	<input type="checkbox"/> No
Name of entity's member	Position in Entity	Name of Relative (if applicable)	Name of State Institution	Nature of Relationship	
Do you or any other directors, managers, principle shareholder or stakeholder of your entity have any relationship (spouse, family, friend, associate) with persons in the service of the state and/or who may be involved with the evaluation of this quotation? If yes please furnish particulars below				<input type="checkbox"/> Yes	<input type="checkbox"/> No
Name of entity's member	Position in Entity	Name of Relative (if applicable)	Name of State Institution	Nature of Relationship	

Refer to the Consolidated MBD Documents in Section 4(d) for the definition of "in service of the State"

* Signature :

* Name (capitals):

Date:

Capacity:

* Name of Business:

Tel:

Address:

Fax:

* Denotes Mandatory Information

Failure to complete the Mandatory Information and sign this Tender Form will invalidate the tender

Part B: ACCEPTANCE BY PURCHASER - The Purchaser, as represented by the following Official, hereby accepts the Tenderer's offer in terms of the Conditions of Tender, Specifications, and Conditions of Contract.

Signature:

Name (*capitals*):

Date:

Capacity:

SECTION 9C: OFFICIAL TENDER FORM**CONVEYANCING**(Bidders **MUST** complete this page if they are bidding for the Conveyancing Panel)

Part A: OFFER BY TENDERER - In response to **Tender Number : 1A- 31632** I / we hereby offer to supply the goods / services detailed hereunder in accordance with the Technical Specification, and subject to the Standard and Special Conditions of Tender (Goods/Services), and General, Additional and Special Conditions of Contract, which accompanied your Tender (with which I / we acknowledge myself / ourselves to be fully acquainted) at the price stated below, or in the case of individual rates are indicated in Section 8 : Bill Of Quantities / Schedule of Rates / Activities.

TENDERED PRICE EXCLUSIVE OF VAT	VAT AMOUNT	TENDERED PRICE INCLUSIVE OF VAT
R	R	* R
* AMOUNT IN WORDS (incl. VAT):		

***NB; Please note that the Price shall be the total of items in Section 8C above. It is mandatory to complete this page if bidding for Conveyancing.**

I / We hereby agree that this tender will hold good and remain open for acceptance as specified in the Conditions of Tender or during such other period as may be specified in the Special Conditions of Tender.

eThekweni Vendor Portal Registration Number:

PR

C.S.D Registration Number:

MAAA

S.A.R.S Pin Number:

Completion of the following is compulsory. Failure to declare the following will invalidate your offer.

Declaration of Interest

Are any of the entity's directors, managers, principle shareholder or stakeholders currently in the service of the state or have been in the service of the state in the past twelve (12) months?				<input type="checkbox"/> Yes	<input type="checkbox"/> No
Is any spouse, child or parent of the entity's directors, managers, principle shareholder or stakeholder currently in the service of the state or have been in the service of the state in the past twelve (12) months?				<input type="checkbox"/> Yes	<input type="checkbox"/> No
Name of entity's member	Position in Entity	Name of Relative (if applicable)	Name of State Institution	Nature of Relationship	
Do you or any other directors, managers, principle shareholder or stakeholder of your entity have any relationship (spouse, family, friend, associate) with persons in the service of the state and/or who may be involved with the evaluation of this quotation? If yes please furnish particulars below				<input type="checkbox"/> Yes	<input type="checkbox"/> No
Name of entity's member	Position in Entity	Name of Relative (if applicable)	Name of State Institution	Nature of Relationship	

Refer to the Consolidated MBD Documents in Section 4(d) for the definition of "in service of the State"

* Signature :

* Name (capitals):

Date:

Capacity:

* Name of Business:

Tel:

Address:

Fax:

* Denotes Mandatory Information

Failure to complete the Mandatory Information and sign this Tender Form will invalidate the tender

Part B: ACCEPTANCE BY PURCHASER - The Purchaser, as represented by the following Official, hereby accepts the Tenderer's offer in terms of the Conditions of Tender, Specifications, and Conditions of Contract.

Signature:

Name (*capitals*):

Date:

Capacity: