

BID NOTICE

STELLENBOSCH MUNICIPALITY HEREBY INVITES YOU TO TENDER FOR B/SM 54/22: APPOINTMENT OF LEGAL SERVICE PROVIDERS FOR A CONTRACT PERIOD ENDING 30 JUNE 2025

TENDER NUMBER: **B/SM 54/22**

DESCRIPTION: **Appointment of Legal Service Providers for a Contract period ending 30 June 2025**

CLOSING DATE: **23 May 2022**

CLOSING TIME: 12h00: Bids will be opened in the **Council Chambers or Supply Chain Management Boardroom**
Due to Covid -19 restrictions, opening of tenders to the public will not take place, but the opening register will be posted on the municipality website, immediately thereafter.

INFORMATION:

Tender Specifications: Mervin Williams, (021) 808 8991; email: Mervin.williams@stellenbosch.gov.za

SCM Requirements: Jane Sampson, (021) 808 8520; email: Jane.sampson@stellenbosch.gov.za

Office hours for collection: **08h00-15h30**

A compulsory virtual clarification Meeting will be held on **5 May 2022 at 11h00** via **Microsoft Teams**. Tenderers must ensure to download the App and give the municipality the necessary email address and cell phone number to Mervin.williams@stellenbosch.gov.za at least 48 hours prior to the meeting (**3 May 2022 at 11h00**) to enable the department to setup a virtual meeting. Provision for load shedding must be made.

Tenders may only be submitted on the Tender documentation issued by Stellenbosch Municipality and must be valid for **180 days** after tender closing. Late, electronic format, telephonic or faxed Tenders will not be considered and Stellenbosch Municipality does not bind itself to accept the lowest, part of or any Tender.

Sealed Tenders, with "**B/SM 54/22: APPOINTMENT OF LEGAL SERVICE PROVIDERS FOR A CONTRACT PERIOD ENDING 30 JUNE 2025**," clearly endorsed on the envelope, must be deposited in the Tender box at the offices of the Stellenbosch Municipality, Plein Street, Stellenbosch. The Tender box is accessible 24 hours a day and Tenders must be accompanied by the completed Tender documents. Tenders not accompanied by a complete Tender document, will not be considered.

NOTE: This tender will be evaluated in terms of the General Conditions of Contract, Supply Chain Management Policy, relevant specification, and functionality as depicted in the document and also the Preferential Procurement Regulations, 2017 that was promulgated by the Minister of Finance on 20 January 2017 in Government Gazette No 40553.

The preferential points system applied is as follows:

Price	80
B-BBEE status level of contribution	20
Total points for Price and B-BBEE	100

Tenders will be evaluated in accordance with the Supply Chain Management Policy, Preferential Procurement Regulations, 2017, relevant specification and functionality as depicted in the document which was promulgated by the Minister of Finance on 20 January 2017 in Government Gazette No. 40553.

The following conditions to Tender exist (failure to comply may result in your Tender being disqualified):

1. This Tender is subject to the general conditions of contract (GCC) and special conditions for Tendering;
2. Relevant terms of reference;
3. Tenderers must be registered on the Central supplier database (CSD) if they wish to conduct business with the municipality;
4. No award will be made to tenderers whose tax status is non-compliant;
5. Tenders submitted must be in a sealed envelope clearly marked with the Tender number, placed in the tender box before closing time. Failure will result in the tender being invalid;
6. Functionality is applicable to this Tender. Tenderers are required to attain a minimum score of 80% for the functionality in order to be further evaluated in terms of the preference point's system.

*Tender documents, in English, are available free of charge on the website: www.stellenbosch.gov.za. Alternatively, hard copies of the document are obtainable from the offices of the Supply Chain Management Unit, Stellenbosch Municipality, 1st Floor, Plein Street, Stellenbosch, upon payment of a non-refundable fee of **R249.00 per page**.*

G Mettler (Ms)
MUNICIPAL MANAGER

TENDER KENNISGEWING

STELLENBOSCH NOOI U VIR DIE VOLGENDE TENDER: BSM 54/22: AANSTELLING VAN REGSDIENSVERSKAFFERS VIR 'N KONTRAKPERIODE EINDIGEND 30 JUNIE 2025

TENDER NOMMER: **B/SM 54/22**
BESKRYWING: **Aanstelling van Regsdienverskaffers vir 'n kontrakperiode eindigend op 30 Junie 2025**
SLUITINGSDATUM: **23 Mei 2022**
TYD VAN SLUITING: **12h00.** Tenders sal oopgemaak word in die Raadsaal of in die Voorsieningskanaalbestuurs Raadsaal. **As gevolg van die Covid -19 beperkinge sal die opening van die tenders vir die publiek nie plaasvind nie, maar die openingregister sal onmiddellik daarna op die webtuiste geplaas word.**

NAVRAE:

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Vkb vereistes: Jane Sampson, (021) 808 8520; epos: Jane.sampson@stellenbosch.gov.za
Kantoor Ure: 08h00-15h30

'n **Verpligte aanlyn inligtingsessie** sal gehou word op **5 Mei 2022** om **11h00**. Die verpligte inligtingsessie sal via die **Microsoft Teams-app** gehou word. Tenderaars moet toesien dat die app aflaa en die munisipaliteit die nodige e-posadres en selfoonnommer aan Mervin.williams@stellenbosch.gov.za gee ten minste 48 uur voor die vergadering (**3 Mei 2022 om 11h00**) om die departement in staat te stel om op te stel 'n virtuele vergadering. Voorsiening vir beurtkrag moet gemaak word.

Tenders mag slegs ingedien word op die tenderdokumentasie verskaf deur Stellenbosch Munisipaliteit en moet geldig wees vir **180 dae** na die sluitingsdatum. Laat, elektroniese formaat of gefakse tenders sal nie aanvaar word nie en Stellenbosch Munisipaliteit is nie verplig om die laagste of enige tender wat ingedien word te aanvaar nie.

Verseëde tenders duidelik gemerk: **"B/SM 54/22: AANSTELLING VAN REGSDIENSVERSKAFFERS VIR 'N KONTRAKPERIODE EINDIGEND 30 JUNIE 2025"**, op die koevert, moet geplaas word in Tenderbus by die kantore van Stellenbosch Munisipaliteit, Pleinstraat, Stellenbosch. Die tenderbus is 24 uur per dag beskikbaar en tenders moet vergesel word met die voltooië stel tenderdokumente. Tenderaanbiedinge wat nie deur die volledige tenderdokument vergesel word nie, sal nie oorweeg word nie.

LET WEL: Hierdie tender sal geëvalueer word ingevolge die Algemene Kontrakvoorwaardes, Voorsieningskanaal Bestuursbeleid, relevante spesifikasies en funksionaliteit soos vervat in die tender dokument asook die **Voorkeurverkrygingsregulasies 2017 wat op 20 Januarie 2017 deur die Minister van Finansies in Staatskoerant No 40553 afgekondig is.**

Die voorkeerpuntstelsel wat toegepas word, is soos volg:

Prys:	80
BBSEB	<u>20</u>
Totale punte.	100

Tenders is onderhewig aan die Algemene Kontrakvoorwaardes en die Voorsieningskanaal Bestuursbeleid van Stellenbosch Munisipaliteit en geëvalueer word in terme van die Voorkeurverkrygings Regulasies, 2017, **relevante spesifikasies en funksionaliteit** soos op 20 Januarie 2017 deur die **deur die Minister van Finansies in Staatskoerant No 40553 afgekondig is.**

Die volgende voorwaardes vir Tender soos volg: (versuim om te voldoen, kan veroorsaak dat u Tender gediskwalifiseer word):

1. Hierdie tender is onderworpe aan die algemene kontrakvoorwaardes (GCC) en spesiale voorwaardes vir die tender;
2. Toepaslike opdrag;
3. Tenderaars moet geregistreer wees op die Sentrale Verskaffersdatabasis (SVD) as hulle met die munisipaliteit sake wil doen
4. Geen toekenning sal gemaak word aan tenderaars wie se belastingstatus nie voldoen nie;
5. Die tender wat ingedien moet word, moet in 'n verseëde koevert wees wat duidelik gemerk is met die Tendernommer, wat in die tenderbus voor sluitingstyd geplaas word. Versuim sal tot gevolg hê dat die tender ongeldig is.
6. Funksionaliteit is van toepassing op hierdie tender. Tenderaars moet 'n minimum persentasie van 80% behaal vir die funksionaliteit om verder te evalueer in terme van die voorkeerpuntstelsel.

*Tenderdokumente, in Engels, is verkrygbaar by die kantoor van die Voorsieningskanaalbestuurseenheid, Stellenbosch Munisipaliteit, 1ste Vloer, Pleinstraat, Stellenbosch (Na betaling van 'n nie-terugbetaalde tenderdeelnamfooi van **R249.00 per bladsy**. Alternatiewelik mag die dokument gratis afgelaai word vanaf die webblad www.stellenbosch.gov.za.*

G Mettler (Me)

MUNISIPALE BESTUURDER



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MUNISIPALITEIT • UMASIPALA • MUNICIPALITY

TENDER NO.: B/SM 54/22
APPOINTMENT OF LEGAL SERVICE PROVIDERS FOR A CONTRACT PERIOD
ENDING 30 JUNE 2025
PROCUREMENT DOCUMENT

NAME OF TENDERER:	
Total Bid Price (Inclusive of VAT) (Refer to page 77):	

APRIL 2022

PREPARED AND ISSUED BY:

Directorate: Finance:
Supply Chain Management Unit
Stellenbosch Municipality,
PO Box 17, Stellenbosch, 7599

**CONTACT FOR ENQUIRIES
REGARDING SPECIFICATIONS:**

Mervin Williams
Chief Legal Advisor
Tel. Number: **(021) 808 8991**



1. TENDER NOTICE & INVITATION TO TENDER

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TENDER NOMMER: **B/SM 54/22**
BESKRYWING: **Aanstelling van Regsdiensterskaffers vir 'n kontrakperiode eindigend op 30 Junie 2025**
SLUITINGSdatum: **23 Mei 2022**
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G Mettler (Me)

MUNISIPALE BESTUURDER



**PART A
INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF MUNICIPALITY/ MUNICIPAL ENTITY)					
BID NUMBER:	B/SM 54/22	CLOSING DATE:	23 MAY 2022	CLOSING TIME:	12:00
DESCRIPTION	APPOINTMENT OF LEGAL SERVICE PROVIDERS FOR A CONTRACT PERIOD ENDING 30 JUNE 2025				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).					

BID RESPONSE DOCUMENTS MUST BE DEPOSITED IN THE BID BOX SITUATED AT **STELLENBOSCH MUNICIPALITY, TOWN HOUSE COMPLEX, PLEIN STREET, STELLENBOSCH**

SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
TAX COMPLIANCE STATUS	TCS PIN:		OR	CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	<input type="checkbox"/> Yes <input type="checkbox"/> No	B-BBEE STATUS LEVEL SWORN AFFIDAVIT		<input type="checkbox"/> Yes <input type="checkbox"/> No	
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					

1. ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	2. ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3]
3. TOTAL NUMBER OF ITEMS OFFERED		4. TOTAL BID PRICE	R
5. SIGNATURE OF BIDDER	6. DATE	
7. CAPACITY UNDER WHICH THIS BID IS SIGNED			

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		TECHNICAL INFORMATION MAY BE DIRECTED TO:	
DEPARTMENT	FINANCE: SCM	CONTACT PERSON	Mervin Williams
CONTACT PERSON	Jane Sampson	TELEPHONE NUMBER	021 808 8991
TELEPHONE NUMBER	021 808 8520	FACSIMILE NUMBER	n/a
FACSIMILE NUMBER	n/a	E-MAIL ADDRESS	Mervin.williams@ Stellenbosch.gov.za
E-MAIL ADDRESS	Jane.sampson@ Stellenbosch.gov.za		



PART B
TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:	
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.	
1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR ONLINE	
1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.	
2. TAX COMPLIANCE REQUIREMENTS	
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.	
2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.	
2.3 APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.	
2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.	
2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.	
2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.	
2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.	
3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS	
3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	<input type="checkbox"/> YES <input type="checkbox"/> NO
3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	<input type="checkbox"/> YES <input type="checkbox"/> NO
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.	

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

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

DATE:



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PART A – ADMINISTRATIVE REQUIREMENTS IN TERMS OF THE SUPPLY CHAIN MANAGEMENT POLICY



2. CHECKLIST

PLEASE ENSURE THAT THE FOLLOWING FORMS HAVE BEEN DULY COMPLETED AND SIGNED AND THAT ALL DOCUMENTS AS REQUESTED, ARE ATTACHED TO THE TENDER DOCUMENT:

Certificate of Clarification/Virtual Meeting Attendance - Is the form duly completed and signed by both tenderer and agent of the Stellenbosch Municipality?	Yes		No	
Authority to Sign a Bid - Is the form duly completed and is a certified copy of the resolution attached?	Yes		No	
MBD 4 (Declaration of Interest) - Is the form duly completed and signed?	Yes		No	
MBD 5 - Is the form duly completed and signed?	Yes		No	
MBD 6.1 (Preference Points claim form for purchases/services) - Is the form duly completed and signed? Is a CERTIFIED copy of the B-BBEE Certificate issued by a Verification Agency accredited by SANAS or the original Sworn Affidavit attached?	Yes		No	
MBD 8 (Declaration of Past Supply Chain Practices) - Is the form duly completed and signed?	Yes		No	
MBD 9 (Certificate of Independent Bid Determination) - Is the form duly completed and signed?	Yes		No	
MBD 10 (Certificate of Payment of Municipal Accounts) - Is the form duly completed and signed? Are the Identity numbers, residential addresses and municipal account numbers of ALL members, partners, directors, etc. provided on the form as requested?	Yes		No	
Form of Indemnity - Is the form duly completed and signed?	Yes		No	
Pricing Schedule - Is the form duly completed and signed?	Yes		No	
Form of Offer - Is the form duly completed and signed?	Yes		No	
Declaration by Tenderer - Is the form duly completed and signed?	Yes		No	

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			



3. VIRTUAL CLARIFICATION MEETING CERTIFICATE

Virtual meetings declaration:

I / We*, the undersigned, certify that I / we* have familiarized ourselves with the requirements of this tender as discussed at the virtual meeting for which I / we* am / are* submitting this Tender and have, as far as practicable, familiarized myself / ourselves* with all information, risks, contingencies and other circumstances which may influence or affect my / our* tender

NAME & SURNAME			
CAPACITY			
NAME OF FIRM			
ADDRESS			
TELEPHONE NO		FAX NO:	
E-MAIL		SIGNATURE	

*For all compulsory virtual teams meetings, bidders who fail to provide their contact details within 48 hours prior to the virtual teams meeting , will be regarded as **non-compliant***



4. AUTHORITY TO SIGN A BID

1. SOLE PROPRIETOR (SINGLE OWNER BUSINESS) AND NATURAL PERSON

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

OR

1.2. I, _____, the undersigned, hereby confirm that I am submitting this tender in my capacity as natural person.

SIGNATURE:		DATE:	
PRINT NAME:			
WITNESS 1:		WITNESS 2:	

2. COMPANIES AND CLOSE CORPORATIONS

2.1. If a Bidder is a **COMPANY**, a certified copy of the resolution by the board of directors, duly signed, authorising the person who signs this bid to do so, as well as to sign any contract resulting from this bid and any other documents and correspondence in connection with this bid and/or contract on behalf of the company **must be submitted with this bid**, that is, before the closing time and date of the bid

2.2. In the case of a **CLOSE CORPORATION (CC)** submitting a bid, a resolution by its members, authorizing a member or other official of the corporation to sign the documents on their behalf, **shall be included with the bid**.

PARTICULARS OF RESOLUTION BY BOARD OF DIRECTORS OF THE COMPANY/MEMBERS OF THE CC

Date Resolution was taken			
Resolution signed by (name and surname)			
Capacity			
Name and surname of delegated Authorised Signatory			
Capacity			
Specimen Signature			
Full name and surname of ALL Director(s) / Member (s)			
1.		2.	
3.		4.	
5.		6.	
7.		8.	
9.		10.	
Is a CERTIFIED COPY of the resolution attached?		YES	NO
SIGNED ON BEHALF OF COMPANY / CC:		DATE:	
PRINT NAME:			
WITNESS 1:		WITNESS 2:	



3. PARTNERSHIP

We, the undersigned partners in the business trading as _____ hereby authorize Mr/Ms _____ to sign this bid as well as any contract resulting from the bid and any other documents and correspondence in connection with this bid and /or contract for and on behalf of the abovementioned partnership.

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

Full name of partner			Signature
SIGNED ON BEHALF OF PARTNERSHIP:		DATE:	
PRINT NAME:			
WITNESS 1:		WITNESS 2:	

4. CONSORTIUM

We, the undersigned consortium partners, hereby authorize _____ (Name of entity) to act as lead consortium partner and further authorize Mr./Ms. _____ To sign this offer as well as any contract resulting from this tender and any other documents and correspondence in connection with this tender and / or contract for and on behalf of the consortium.

The following particulars in respect of each consortium member must be provided and signed by each member:

Full Name of Consortium Member	Role of Consortium Member	% Participation	Signature
SIGNED ON BEHALF OF PARTNERSHIP:		DATE:	
PRINT NAME:			
WITNESS 1:		WITNESS 2:	



5. GENERAL CONDITIONS OF CONTRACT – GOVERNMENT PROCUREMENT

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 any thing of value to influence the action of a public official in the procurement process or in contract execution.
- 1.5. "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally
- 1.6. "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 1.7. "Day" means calendar day.
- 1.8. "Delivery" means delivery in compliance of the conditions of the contract or order.
- 1.9. "Delivery ex stock" means immediate delivery directly from stock actually on hand
- 1.10. "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies 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.
- 1.13. 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.
- 1.14. "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.
- 1.15. "GCC" means the General Conditions of Contract.
- 1.16. "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.17. "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.



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- 1.18. "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.19. "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.20. "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.21. "Project site" where applicable, means the place indicated in bidding documents.
- 1.22. "Purchaser" means the organization purchasing the goods.
- 1.23. "Republic" means the Republic of South Africa.
- 1.24. "SCC" means the Special Conditions of Contract.
- 1.25. "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.
- 1.26. "Supplier" means the successful bidder who is awarded the contract to maintain and administer the required and specified service(s) to the State.
- 1.27. "Tort" means in breach of contract.
- 1.28. "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.
- 1.29. "Written" or "in writing" means handwritten 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, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2. Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3. Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

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

4. Standards

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

5. Use of contract documents and information; inspection.

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



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

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

6. Patent rights

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

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

7. Performance security

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

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

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

7.3.1. 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

7.3.2. 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. If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspections tests and analysis, the bidder or contractor's premises shall be open, at all reasonable hours, for inspection by a representative of the purchaser or an organization acting on behalf of the purchaser.

8.2. 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.

8.3. 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.

8.4. 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.

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



8.6. Any contract goods may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected 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.

8.7. 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 and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

9.2. The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, and in any subsequent instructions ordered by the purchaser.

10. Delivery

Delivery of the goods shall be made by the supplier in accordance with the documents and terms specified in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified.

11. Insurance

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

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

13. Incidental

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

13.1.1. performance or supervision of on-site assembly and/or commissioning of the supplied goods;

13.1.2. furnishing of tools required for assembly and/or maintenance of the supplied goods;

13.1.3. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;

13.1.4. 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

13.1.5. 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:

14.1.1. 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;

14.1.2. in the event of termination of production of the spare parts:

14.1.2.1. advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and

14.1.2.2. 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 in SCC.

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 in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.

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

16. Payment

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

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

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

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

17. Prices

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

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

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

The supplier shall notify the purchaser in writing of all subcontracts awarded under this contract, 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 supplies 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 without the application of penalties.

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

22. Penalties

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:

23.1.1. 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;

23.1.2. if the Supplier fails to perform any other obligation(s) under the contract; or

23.1.3. if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

23.2. In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.



- 23.3. Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.
- 23.4. If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the supplier as having no objection and proceed with the restriction.
- 23.5. Any restriction imposed on any person by the purchaser will, at the discretion of the purchaser, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the purchase 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:
- 23.6.1. the name and address of the supplier and / or person restricted by the purchaser;
 - 23.6.2. the date of commencement of the restriction
 - 23.6.3. the period of restriction; and
 - 23.6.4. the reasons for the restriction.
- These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.
- 23.7. If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

24. Anti-dumping and countervailing duties and rights

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



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,

27.4.1. the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and

27.4.2. the purchaser shall pay the supplier any monies due 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;

28.1.1. 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

28.1.2. 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

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

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

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

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.

General Conditions of Contract (revised July 2010)



6. GENERAL CONDITIONS OF TENDER

1. Sealed tenders, with the **“Tender Number and Title”** clearly endorsed on the envelope, must be deposited in the **tender box** at the offices of the Stellenbosch Municipality, Plein Street, Stellenbosch.
2. The tender must be lodged by the Tenderer in the tender box in the Main Hall Entrance, Stellenbosch Municipal Offices, Plein Street, Stellenbosch

PLEASE NOTE:

- 2.1. Tenders that are deposited in the incorrect box will not be considered.
 - 2.2. Mailed, telegraphic or faxed tenders will not be accepted.
 - 2.3. Documents may only be completed in non-erasable ink.
 - 2.4. The use of correction fluid/tape is not allowed.
 - 2.4.1. In the event of a mistake having been made, it shall be crossed out in ink and be accompanied by an initial at each and every alteration.
 - 2.4.2. Alterations or deletions not signed by the Tenderer may render the tender invalid.
 - 2.5. All bids must be submitted in writing on the official forms supplied (not to be re-typed)
 - 2.6. All prices shall be quoted in South African currency and be **INCLUSIVE of VAT**.
- 3. Where the value of an intended contract will exceed R1 000 000, 00 (R1 million) it is the bidder's responsibility to be registered with the South African Revenue Service (SARS) for VAT purposes in order to be able to issue tax invoices. The municipality will deem the price above R 1 000 000,00 (R1 million) to be VAT inclusive even if it is indicated that no VAT is charged. Please insure that provision is made for VAT in these instances.**
- 3.1 It is a requirement of this contract that the amount of value-added tax (VAT) must be shown clearly on each invoice.
 - 3.2 The amended Value-Added Tax Act requires that a Tax Invoice for supplies in excess of R3 000,00 should, in addition to the other required information, also disclose the VAT registration number of the recipient, with effect from 1 March 2005. The VAT registration number of the Stellenbosch Municipality is **4700102181**.
- 3 Any Tender received after the appointed time for the closing of Tenders shall not be considered but shall be filed unopened with the other Tenders received or may be returned to the Tenderer at his request.
 - 4 Tenders may not be telefaxed to the Municipality and therefore any tenders received by fax will **not** be considered.
 - 5 Tenders shall be opened in public at the Stellenbosch Municipal Offices as soon as possible after the closing time for the receipt of tenders.
 - 6 The Municipality shall have the right to summarily disqualify any Tenderer who, either at the date of submission of this tender or at the date of its award, is indebted to the Municipality in respect of any rental, levies, rates and/or service charges; **ALTERNATIVELY**;
 - 6.1 That an agreement be signed whereby the Tenderer agrees that a percentage or fixed amount at the discretion of the Municipality, be deducted from payments due to him for this tender, until the debt is paid in full.
 - 6.2 The tenderer shall declare **all** the Municipal account numbers in the Stellenbosch Area for which the enterprise or the proprietors or directors in their personal capacity is/ are responsible or co-responsible.



7. Negotiations for a fair market related price

7.1 The award of the tender may be subject to price negotiation with the preferred tenderers.

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

8.1 Relevant specifications

8.2 Value for money

8.3 Capability to execute the contract

8.4 PPPFA & associated regulations

9 Service Level Agreement

The award of the tender is subject to the signing of a Service Level Agreement (SLA) between the successful bidder and Stellenbosch Municipality.

10 Centralised Supplier Database

No Bids will be awarded to a bidder who is not registered on the Centralised Supplier Database (CSD).

The CSD supplier number starting with (MAAA) number is automatically generated by the Central Database System after successful registration and validation of a prospective service provider. This number is now a mandatory requirement, as referred to in regulation 14(1) (b) of the Municipal Supply Chain Management Regulations, as part of the listing criteria for accrediting a prospective service provider. Prospective suppliers should self – register on the CSD website at www.csd.gov.za Registration on the CSD will be compulsory in order to conduct business with the STELLENBOSCH MUNICIPALITY. Registration on CSD can be done by contacting (021) 808 8594 or Nicolene.Hamilton@stellenbosch.gov.za

Centralised Supplier Database No. MAAA.....



7. MBD 4 – DECLARATION OF INTEREST

1. No bid will be accepted from persons in the service of the state¹.
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority 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.	Full Name of bidder or his or her representative												
3.2.	Identity Number												
3.3.	Position occupied in the Company (director, shareholder ² etc.)												
3.4.	Company Registration Number												
3.5.	Tax Reference Number												
3.6.	VAT Registration Number												

3.7.	Are you presently in the service of the state?	YES		NO	
3.7.1.	If so, furnish particulars:				
3.8.	Have you been in the service of the state for the past twelve months?	YES		NO	
3.8.1.	If so, furnish particulars:				

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

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

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



3.9.	Do you have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid?	YES		NO	
3.9.1.	If so, furnish particulars:				
3.10.	Are you aware of any relationship (family, friend, other) between a bidder and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid?	YES		NO	
3.10.1.	If so, furnish particulars:				
3.11.	Are any of the company's directors, managers, principal shareholders or stakeholders in the service of the state?	YES		NO	
3.11.1.	If so, furnish particulars:				
3.12.	Is any spouse, child or parent of the company's directors, managers, principal shareholders or stakeholders in the service of the state?	YES		NO	
3.12.1.	If so, furnish particulars:				
3.13.	Do you or any of the directors, trustees, managers, principal shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract?	YES		NO	
3.13.1.	If so, furnish particulars:				



3.14.	Please provide the following information on ALL directors/shareholders/trustees/members below:		
Full Name and Surname	Identity Number	Personal Income Tax Number	Provide State ³ Employee Number

<p>NB:</p> <p>a) PLEASE ATTACH CERTIFIED COPY(IES) OF ID DOCUMENT(S)</p> <p>b) PLEASE PROVIDE PERSONAL INCOME TAX NUMBERS FOR ALL DIRECTORS / SHAREHOLDERS / TRUSTEES / MEMBERS, ETC.</p>
--

4. DECLARATION

I, the undersigned (name) _____, certify that the information furnished in paragraph 3 above is correct.

I accept that the state may act against me should this declaration prove to be false.

SIGNATURE		DATE	
NAME OF SIGNATORY			
POSITION			
NAME OF COMPANY			

³ MSCM Regulations: "in the service of the state" means to be –

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



8. MBD5 – DECLARATION FOR PROCUREMENT ABOVE R10 MILLION (VAT INCLUDED)

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

1. Are you by law required to prepare annual financial statements for auditing?	YES		NO	
1.1. If yes, submit audited annual financial statements for the past three years or since the date of establishment if established during the past three years.				
2. Do you have any outstanding undisputed commitments for municipal services towards a municipality 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 a municipality or other service provider in respect of which payment is overdue for more than 30 days.				
2.2. If yes, provide particulars.				
3. Has any contract been awarded to you by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract?	YES		NO	
3.1. If yes, furnish particulars				
4. Will any portion of goods or services be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality / municipal entity is expected to be transferred out of the Republic?	YES		NO	
4.1 If yes, furnish particulars				
CERTIFICATION I, the undersigned (name) _____, certify that the information furnished on this declaration form is correct. I accept that the state may act against me should this declaration prove to be false.				
SIGNATURE		DATE		
NAME (PRINT)				
CAPACITY				
NAME OF FIRM				

9. MBD6.1 – PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017 – PURCHASES/SERVICES 80/20

NB:

Before completing this form, bidders must study the general conditions, definitions and directives applicable in respect of B-BBEE, as prescribed in the Preferential Procurement Regulations, 2017.

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

1. GENERAL CONDITIONS

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

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included)

1.2

- a) The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable; or
- b) The 80/20 preference point system will be applicable to this tender.

1.3 Points for this bid shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contributor.

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

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

1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

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

2. DEFINITIONS

- (a) “**B-BBEE**” means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;

- ### 3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

4. POINTS AWARDED FOR PRICE

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

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

$$P_s = 80 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right) \text{ or } P_s = 90 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right)$$

Where

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration

P_{min} = Price of lowest acceptable bid

4.2 FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME-GENERATING PROCUREMENT

4.3 POINTS AWARDED FOR PRICE

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



$$Ps = 80 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right) \text{ or } Ps = 90 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)$$

Where

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration

Pmax = Price of highest acceptable bid

5. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

- 5.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

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

6. BID DECLARATION

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

7. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1

- 7.1 B-BBEE Status Level of Contributor: = (maximum of 10 or 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

8. SUB-CONTRACTING

8.1 Will any portion of the contract be sub-contracted?

(Tick applicable box)

YES		NO	
-----	--	----	--

8.1.1 If yes, indicate:

- i) What percentage of the contract will be subcontracted.....%
- ii) The name of the sub-contractor.....
- iii) The B-BBEE status level of the sub-contractor.....
- iv) Whether the sub-contractor is an EME or QSE

(Tick applicable box)

YES		NO	
-----	--	----	--

- v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations, 2017:

Designated Group: An EME or QSE which is at least 51% owned by:	EME √	QSE √
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		

9. DECLARATION WITH REGARD TO COMPANY/FIRM

9.1 Name of company/firm:.....

9.2 VAT registration number:.....

9.3 Company registration number:.....

9.4 TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
 - ☐ One person business/sole propriety
 - ☐ Close corporation
 - ☐ Company
 - ☐ (Pty) Limited
- [TICK APPLICABLE BOX]



9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

.....

.....

9.6 COMPANY CLASSIFICATION

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

9.7 MUNICIPAL INFORMATION

Municipality where business is situated:

Registered Account Number:

Stand Number:.....

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

9.9 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;



- (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury 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.

SIGNATURE OF BIDDER(S):			
WITNESS 1:		WITNESS 2:	
DATE:			
ADDRESS:			



10. MBD 8 – DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

4.1	Is the bidder or any of its directors listed on the National Treasury's database as a company or person prohibited from doing business with the public sector? <i>(Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the audi alteram partem rule was applied).</i>	Yes	No
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? <i>(To access this Register enter the National Treasury's website, www.treasury.gov.za, click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 3265445).</i>	Yes	No
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes	No



4.3.1	If so, furnish particulars:		
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes	No
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes	No
4.5.1	If so, furnish particulars:		

5. CERTIFICATION

I, the undersigned (full name), _____, certify that the information furnished on this declaration form true and correct.

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

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



11. MBD 9 – CERTIFICATE OF INDEPENDENT BID DETERMINATION

1. This Municipal Bidding Document (MBD) must form part of all bids invited.
2. Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).⁴ Collusive bidding is a *per se* prohibition meaning that it cannot be justified under any grounds.
3. Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
 - 3.1. take all reasonable steps to prevent such abuse;
 - 3.2. 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
 - 3.3. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
4. This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
5. In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

CERTIFICATE OF INDEPENDENT BID DETERMINATION:

In response to the invitation for the bid made by:

STELLENBOSCH MUNICIPALITY

I, the undersigned, in submitting the accompanying bid, hereby make the following statements that I certify to be true and complete in every respect:

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:
 - 5.1. has been requested to submit a bid in response to this bid invitation;

⁴ 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.



- 5.2. could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
- 5.3. 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 consortium⁵ 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:
 - 7.1. prices;
 - 7.2. geographical area where product or service will be rendered (market allocation)
 - 7.3. methods, factors or formulas used to calculate prices;
 - 7.4. the intention or decision to submit or not to submit, a bid;
 - 7.5. the submission of a bid which does not meet the specifications and conditions of the bid; or
 - 7.6. bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No. 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No. 12 of 2004 or any other applicable legislation.

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

⁵ 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.



12. MBD 10 – CERTIFICATE FOR PAYMENT OF MUNICIPAL SERVICES

DECLARATION IN TERMS OF CLAUSE 112(1) OF THE MUNICIPAL FINANCE MANAGEMENT ACT (NO.56 OF 2003)

I, _____, _____ (full name and ID no.), hereby acknowledge that according to SCM Regulation 38(1)(d)(i), the Municipality may reject the tender of the tenderer if any municipal rates and taxes or municipal service charges owed by the Tenderer or any of its directors/members/partners to the Stellenbosch Municipality, or to any other municipality or municipal entity, are in arrears for more than 3 (three) months.

I declare that I am duly authorised to act on behalf of _____ (name of the firm) and hereby declare, that to the best of my personal knowledge, neither the firm nor any director/member/partner of said firm is in arrears on any of its municipal accounts with any municipality in the Republic of South Africa, for a period longer than 3 (three) months.

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

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

FURTHER DETAILS OF THE BIDDER'S Director / Shareholder / Partners, etc.:

Director / Shareholder / partner	Physical address of the Business	Municipal Account number(s)	Physical residential address of the Director / shareholder / partner	Municipal Account number(s)

NB: Please attach certified copy (ies) of ID document(s) and Municipal Accounts

If the entity or any of its Directors/Shareholders/Partners, etc. rents/leases premises, a copy of the rental/lease agreement must be submitted with this tender.

Signature	Position	Date



13. FORM OF INDEMNITY

INDEMNITY

Given by (Name of Company) _____
of (registered address of Company) _____
a company incorporated with limited liability according to the Company Laws of the Republic of South Africa (hereinafter called the Contractor), represented herein by (Name of Representative) _____
_____ in his capacity as (Designation) _____
of the Contractor, is duly authorised hereto by a resolution dated _____/20____,
to sign on behalf of the Contractor.

WHEREAS the Contractor has entered into a Contract dated _____ / 20____,
with the Municipality who require this indemnity from the Contractor.

NOW THEREFORE THIS DEED WITNESSES that the Contractor does hereby indemnify and hold harmless the Municipality in respect of all loss or damage that may be incurred or sustained by the Municipality by reason of or in any way arising out of or caused by operations that may be carried out by the Contractor in connection with the aforementioned contract; and also in respect of all claims that may be made against the Municipality in consequence of such operations, by reason of or in any way arising out of any accidents or damage to life or property or any other cause whatsoever; and also in respect of all legal or other expenses that may be incurred by the Municipality in examining, resisting or settling any such claims; for the due performance of which the Contractor binds itself according to law.

SIGNATURE OF CONTRACTOR:	
DATE:	
SIGNATURE OF WITNESS 1:	
DATE:	
SIGNATURE OF WITNESS 2:	
DATE:	



STELLENBOSCH
STELLENBOSCH • PNIEL • FRANSCHHOEK
MUNISIPALITEIT • UMASIPALA • MUNICIPALITY

PART B – SPECIFICATIONS AND PRICING SCHEDULE



14. SPECIFICATIONS

1. Introduction

Tenders are hereby requested from suitably qualified and experienced law firms, duly registered employing admitted attorneys as detailed herein below, to tender for the rendering of professional legal services for a variety of legal services to Stellenbosch Municipality as and when required, for a period until 30 June 2025.

The Municipality intends to establish a panel of attorneys comprising sub-panels to render legal and advisory services in respect of the various categories of service as set out herein. Instructions for the rendering of legal services will be issued when required from time to time. No assurance is given that any service provider on the panels will receive instructions during the term of contract.

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

Services required are divided into the following areas of law, each with its own subcategories, specifications and requirements as set out below. All areas of law include services related to Magistrate and High Court litigation as well as other dispute resolution forums as and when required.

Prospective bidders will be required to indicate applicable rates as charged by the firm as per the pricing schedule. Bidders may provide pricing on any or all of the category services indicated, and evaluation will be done per category/subcategory indicated on the pricing schedule. The panel ranking will be done on the rate provided by the tenderer and that rate will only be for ranking purposes on the panel. The appointment of tenderers on the panel on rotation will be done on the lowest rate tendered by the ranked 1 panellist. The panellist ranked 2-5 on the main panel per category must accept to render services on the lowest price tendered by the ranked 1 panellist. If not, those tenderers who so refuse will be placed on the reserve panel and will be appointed on the rates tendered for if and when required.

The legal services required refers to legal expertise in the following fields, the additional details of which appear herein below:

PRINT NAME:			
CAPACITY:		Name of firm	
SIGNATURE:		DATE:	



General legal and advisory services including litigation services at Courts of jurisdiction, mediation, arbitration, or other relevant forums:	
1.	Public and Municipal Law
2.	Town Planning and Environmental Law
3.	Building/Construction Law
4.	Labour Law
5.	Supply Chain Management
6.	Property Law and litigation
7.	Conveyancing and notarial registrations including transfers
8.	Evictions
9.	Investigations in terms of Code of Conduct for Councillors
10.	Debt collection

Service providers may tender for any or all of the categories of legal and advisory services required. Service providers must ensure that all requirements of relevant legislation are adhered to throughout their contract. The 80/20 point system of the SCM Policy will be applicable and scored accordingly:

PRICE	80
B-B BEE STATUS LEVEL OF CONTRIBUTION	20
TOTAL POINTS FOR PRICE AND B-BBEE MUST NOT EXCEED	100

2. Scope

The Municipality intends to establish a panel of attorneys comprising sub-panels to render specialized legal and advisory services which are not always available in-house, on an “as-and-when required” basis in respect of the various categories of service as set out herein. Instructions for the rendering of legal services will be issued when required. No assurance is given that any service provider on the main panel or reserve panel will receive instructions during the term of contract.

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

Services required are divided into the following areas of law, each with its own subcategories, specifications and requirements as set out below. All areas of law include services related to Magistrate and High Court litigation as well as other dispute resolution mechanisms as and when required.

PRINT NAME:			
CAPACITY:		Name of firm	
SIGNATURE:		DATE:	



2.1 GENERAL LEGAL AND ADVISORY SERVICES INCLUDING LITIGATION SERVICES AT COURTS OF JURISDICTION, MEDIATION, ARBITRATION OR OTHER RELEVANT FORUMS:

1	Public and Municipal Law
2	Building and /or Construction Law
3	Town Planning and Environmental Law
4	Labour Law
5	Supply Chain Management

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

2.1.2 Essential requirements for this category of service

2.1.2.1 Only law firms with duly capacitated offices situated within a distance of 65 km from Stellenbosch Municipal Head Office (calculated by Google Maps) with proven experience in any one or more of the categories of service required in terms of this tender, will be considered for the main panel or reserve panel for these services. A panel of service providers for each of the categories of service will be established. In respect of firms who have offices over wider areas, the office of the leading legal practitioner/s offering services must be situated within the above area.

2.1.2.2 Bidders are required to submit a memorandum setting out the qualifications, capacity and experience of each leading legal practitioner in a law firm who offers services in respect of any one or more of the above categories of service. See Annexures A and B hereof.

2.1.2.3 Bidders may tender for any or all of the areas listed under the general legal advisory services.

2.1.2.4 The Pricing Schedule (MBD 3.3) must indicate the leading practitioner/s in the bidding law firm offering a service.

2.2 PROPERTY LAW & LITIGATION

2.2.1 The Municipality requires the services of law firms who has extensive capacity and experience in respect of all aspects of property law including litigation related thereto with regards to disputes pertaining to *inter alia* contracts/agreements entered into. Only qualified conveyancers/attorneys who have experience in property law and litigation will be considered for this category.

PRINT NAME:			
CAPACITY:		Name of firm	
SIGNATURE:		DATE:	



CONVEYANCING AND NOTARIAL REGISTRATIONS

2.2.1.1 Services are required in respect of all aspects of property law and conveyancing from preparation and signing of deeds/agreements, negotiation of final terms of the deeds/agreements, up to and including the registration of transfer of land and land rights (notarial registrations) in the Deeds Registration Office. Transactions include the sale acquisition (by agreement or expropriation) of land by the Municipality as well as the lease of property. Unless otherwise indicated, the purchaser will be responsible for all costs.

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

Two separate panels in respect of Property law and Litigation and Conveyancing and Notarial services will be established. For purposes of these categories firm prices/rates must be tendered and no rates based on conveyancing tariffs will be accepted or considered. (Please see the Pricing Schedule MBD 3.3 for the complete list of categories of service that may be tendered for).

NB: This category of service excludes conveyancing services in respect of State subsidized housing/housing schemes. A separate tender for this service is in place.

2.2.2 Essential requirements for this category of service

2.2.2.1 A maximum of 3 (three) law firms will be considered in respect of property law and litigations.

In respect of conveyancing and notarial registrations a maximum of 3 (three) law firms will be considered.

2.2.2.2 Bidders are required to submit a memorandum (See Annexure B) demonstrating their capacity and experience in respect of property law and litigations as well as conveyancing and notarial registrations in respect of each conveyancer in a law firm who offers services in this category of service.

2.2.2.3 Only qualified conveyancers/notaries will be considered for this service.

2.2.2.4 The Pricing Schedule marked MBD 3.3, must be completed in respect of the conveyancer/s in the bidding law firm offering a service.

PRINT NAME:			
CAPACITY:		Name of firm	
SIGNATURE:		DATE:	



2.3 EVICTION SERVICES

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

The services entail:

2.3.1.1 Facilitating prescribed engagements between the municipality and other parties;

2.3.1.2 General litigation;

2.3.1.3 Tendering court appearances on behalf of the municipality as and when necessary;

2.3.1.4 Assisting with the preparation of housing reports to court;

2.3.1.5 Appointing of mediators or suitable senior counsel for High Court matters;

2.3.1.6 Assisting the municipality in interviewing respondents in municipal eviction matters;

2.3.1.7 Other services relating to eviction matters as required depending on the circumstances of each case.

2.3.1.8 In view of the nature of this service, it is essential that the appointed service providers must be well informed of the detail regarding Stellenbosch's housing policies and housing projects. In view hereof as well as for continuity and practical considerations, the following objective criteria will apply to this category of work in terms of Section 2(1)(f) of the Preferential Procurement Policy Framework Act (Act 5/2000)

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

2.3.2 Essential requirements for this category of service

2.3.2.1 A maximum of 5 (five) law firms who employ an attorney/s with rights to appear in High Court will be considered for this category of service. The law firms must comply with the geographical limits as per par 2.1.2.1 above.

2.3.2.2 Bidders are required to submit a memorandum setting out their capacity and experience in respect of the required services as set out in 2.3.1 above in respect of each practitioner in a law firm who offers services in this category of service.

PRINT NAME:			
CAPACITY:		Name of firm	
SIGNATURE:		DATE:	



2.3.2.3 The Pricing Schedule marked MBD 3.3, must be completed.

2.3.2.4 Offers from bidders which in the view of the Municipality create or may create a conflict of interest, will not be considered for award.

2.4 INVESTIGATIONS IN TERMS OF CODE OF CONDUCT FOR COUNCILLORS

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

2.4.2 Essential requirements for this category of service

2.4.2.1 Only duly qualified individuals or law firms situated within a radius of 65 km from Stellenbosch (as calculated by Google Maps) with relevant experience in investigating transgressions in terms of the Code of Conduct for Councillors and initiator services will be considered. Should insufficient bids for this service be attracted, the Municipality may consider bids from individuals/law firms further than 65km from Stellenbosch.

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

2.4.2.3 The Pricing Schedule marked MBD 3.3, must be completed.

2.5 DEBT COLLECTION

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

2.5.1.1 Litigation in Debt collection matters where the Municipality was not able to collect the debt ourselves or the debtor opposes the legal action taken. (Including correspondence, letter of demand, summons, judgments, attachment, Court Appearance; and Sale in Execution.

2.5.1.2 Taking the necessary action against debtors placed under administration or debt review and act on behalf of the municipality in business rescue and liquidation matters and in executions where the municipality has a vested interest (including Bona Vacantia)

PRINT NAME:			
CAPACITY:		Name of firm	
SIGNATURE:		DATE:	



2.5.1.3 Acting on behalf of the municipality in Arbitration and other dispute resolutions forums.

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

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

A panel of a maximum of 3 (three) service providers for this service, is envisaged.

2.5.2 Essential requirements for this category of service

2.5.2.1 Only law firms with proven experience in debt collection with offices situated within a distance of 65 km from Stellenbosch Municipal Head Office (calculated by Google Maps), will be considered for the legal panels for this service.

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

2.5.2.3 The Pricing Schedule marked MBD 3.3, must be completed.

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

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

3. GENERAL CONDITIONS AND SERVICE STANDARDS

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

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

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

PRINT NAME:			
CAPACITY:		Name of firm	
SIGNATURE:		DATE:	



- 3.4 Successful tenderers must be admitted attorneys, as well as conveyancers and notaries in respect of conveyancing services, unless otherwise indicated.
- 3.5 The successful tenderers, by acting as agents for the Stellenbosch Municipality, will be required to adhere to the principles and conditions of legislation and policies/frameworks applicable to the relevant category of work.
- 3.6 Existing service providers who are not placed on the panel of service providers for this tender, will continue with all matters which have been handed over to them prior to the award of this tender.
- 3.7 Work instructions issued to service providers up to 30 June 2025 may be continued after the aforesaid date until the allocated work is concluded provided that the same rates apply. Such work will be deemed as forming part of BSM 54/2022.
- 3.8 Any conflict of interest that may develop or be discovered during the project duration, will affect work allocation. In such event the Municipality reserves the right to cancel the existing agreement and demand that all information, documents, and property of the Municipality be returned forthwith. No award will be made where, in the view of the Municipality, a conflict of interest exists at the time of issuing of instructions.
- 3.9 It is required of service providers, prior to acceptance of any instruction, to declare any interest it has in an assignment as well as declare any possible conflicts of interest that may prohibit the service provider from performing such instruction.
- 3.10 The successful tenderer must have the necessary infrastructure, a sound knowledge of relevant legislation, experience and proven success record in the category of service tendered for, in order to be in a position to protect the municipality's interest in matters referred to it by the municipality.
- 3.11 The successful tenderers must demonstrate that adequate staff with the necessary skills and relevant experience acceptable to the municipality, are available to perform the duties.
- 3.12 The successful tenderers must conduct its business between ordinary business hours Monday to Friday and must be readily accessible to municipal staff. In the event of emergencies after hours work may be required in which case the tendered rates will apply.
- 3.13 The successful tenderers shall at all times comply with the provisions of the POPI Act (Act 4 of 2013) to the extent required.
- 3.14 Once work has been awarded, the performance of service providers will be monitored throughout the contract term. The Municipality reserves the right to terminate, reduce, cease the allocation of work or introduce a financial penalty if work performance is deemed below the required standard or tender conditions are not complied with.

PRINT NAME:			
CAPACITY:		Name of firm	
SIGNATURE:		DATE:	



- 3.15 Tenderers shall not be entitled to cede or sub-contract the position on the panel or any brief received pursuant thereto, or any portion thereof, nor shall the Tenderer be entitled to allocate any brief or any portion thereof to any person or entity not listed herein. This prohibition shall not be applicable to the appointment of a correspondent attorney provided that the Tenderer remains responsible for and in control of (as appropriate and reasonable) the rendering of all professional legal services.
- 3.16 In the event that there are any changes to the Tenderer's Lead Attorney or Other Key Personnel, the Tenderer shall be required to inform the Municipality in writing within 14 (fourteen) days of such a change, accompanied by a detailed CV of the new person. The CV of the new person will be evaluated.
- 3.17 Successful tenderers will be required to be registered on the Municipality's database of Service Providers before work orders are issued.
- 3.18 An invoice must be submitted on completion of work or on a monthly basis, as per the approved and fixed tariffs as per Par 6 hereof. Should work not be completed by 30 June of each year, the service provider must render an account in respect of services rendered prior and up to 30 June (dated 30 June) in order to ensure that the Municipality is in a position to settle such invoices as part of financial year end procedures (Year end 30 June annually). Failure to provide such an account at year end may lead to non-payment of the fees.
- 3.19 Certified copy of a Fidelity Fund Certificate must be submitted together with the bid. Copies of the latest certificate must be submitted annually during the contract term
- 3.20 The Tenderer shall ensure that it maintains professional indemnity insurance cover for at least R5 million (five million rand) for the duration of its panel appointment. Confirmation of such cover is required at submission of the bid. The insurance cover must be annually updated and copies thereof must be furnished to the Municipality. The Municipality may in its sole discretion accept a lesser insurance amount on request and pending on the type of service (panel) applicable.
- 3.21 The Municipality reserves the right to cancel the appointment of any service provider and to remove such service provider from the panel if:
- 3.21.1 The legal practitioner is struck off/suspended from the rolls of practicing attorneys/advocates;
- 3.21.2 It is found that the legal practitioner has acted in an unlawful or unethical manner; or
- 3.21.3 Work performance is deemed by the Municipality to be below the required standard.

PRINT NAME:			
CAPACITY:		Name of firm	
SIGNATURE:		DATE:	



4. SPECIAL CONDITIONS: EVALUATION AND TENDER AWARD

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

- 4.1 The Municipality intends to appoint a limited number of service providers to the main panel per category of service in order to allow an efficient working relationship between the Municipality and legal service providers and thereby ensuring that the best interest of the Municipality is served. Depending on the category of service, a panel of a maximum of three (3) to five (5) service providers per category of service is envisaged (See Pricing Schedule MBD 3.3 for complete list of categories of service). All responsive bidders will be placed on the reserve panel of service providers. The main panel of service providers will comprise of two sections, see par 7.2 below.
- 4.2 The main panel ranking will be done on the rate provided by the tenderer and that rate will only be for ranking purposes on the panel. The appointment of tenderers on the main panel in a category on rotation will be done on the lowest rate tendered by the ranked 1 panellist in that category. The panellist ranked 2-5 on the main panel per category must accept to render services on the lowest price tendered by the ranked 1 panellist. If not, those tenderers who so refuse will be placed on the reserve panel and will be appointed on the rates tendered by them if and when required.
- 4.3 Instructions for the rendering of services will be issued as and when required from time to time by the Municipality from the main panel per category. These instructions will be issued per category on a rotation basis between the panellist. No assurance is given that any panellist on the panel in a category will receive instructions during the term of contract. The Municipality reserve the right to issue work instructions to any panellist from any segment of the categories or reserve panel, after taking into account factors such as previous involvement in a matter, continuity, nature and complexity of the matter and when expertise and experience in a specific field of law is required, or in exceptional cases, to make appointments outside the panels, to ensure that the best interest of the Municipality is served.
- 4.4 Bidders will be deemed non-responsive if they do not comply with any one of the essential requirements for services as listed above.
- 4.5 The Municipality reserves the right, to clarify any aspect related to a tender submitted, if deemed necessary.

5. BRIEFING OF COUNSEL

Counsel or other legal experts may not be formally briefed by instructing attorneys without the written approval of the Municipality.

PRINT NAME:			
CAPACITY:		Name of firm	
SIGNATURE:		DATE:	



6. FEES

Save for time based work which are tendered for (see Pricing Schedule MBD 3.3), all other services in terms of this tender will be based on pre-determined fixed fees applicable to all appointed service providers. The pre-determined fees are based on the following proclamations/guidelines:-

6.1 Non-litigious fees

In accordance with the Guidelines for Taxing Committees for the Assessment of non-litigious fees issued by The South Africa Legal Practise Council as amended from time to time (Travel costs excluded).

6.2 Litigious fees

All non-time based fees will be charged out in accordance with The Rules for the various courts as proclaimed by the Rules Board in terms of the Courts of Law Act (Act 107 of 1985) as amended from time to time. (Latest amendment - R.1055 dated 29 September 2017).

6.3 Calculated fees

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

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

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

400.00 x 35% = 140.00

100.00 + 140.00 = 240.00

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

6.4 Time based fees

Bids in terms of this tender will be adjudicated in accordance with the tendered time based fees (tariff per hour VAT included). For this purpose the Pricing Schedule (MBD 3.3) must be completed by bidders. An escalation of 6% per annum effective on 1 July of each year will apply to time based fees, unless otherwise indicated in the Pricing Schedule.

Time based fees will also apply to after hour work in cases of emergency. This is subject to clause 4.2 above.

PRINT NAME:			
CAPACITY:		Name of firm	
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6.5 Lump Sum Fees

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

6.6 Disbursements

Disbursement as set out hereunder will apply:

NATURE OF DISBURSEMENT METHOD OF CALCULATION

Advocate's fees	Actual cost
Sheriff's fees	Actual cost
Courier fees	Actual costs
Windeed (or other electronic) deeds searches	Actual cost
Travel Costs	R4.00 per kilometer
Outgoing Telephone Calls (Local)(per 5 mins or part thereof	R5.00
Outgoing Telephone Calls (National) (per 5 mins or part thereof	R10.00
Outgoing Telephone Calls (Cellular) (per 5 mins or part thereof)	R10.00
Outgoing Facsimile (Local)	R5.00
Outgoing Facsimile (National)	R10.00
Outgoing Emails	R5.00
Photocopying per page	R2.00
Accommodation	To be pre-arranged and approved

7. EVALUATION SYSTEM AND FUNCTIONING OF PANEL OF SERVICE PROVIDERS

7.1 Pre-qualification

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

Hereafter the ability of bidders will be assessed in terms of functionality. This exercise will assess capacity and experience of bidders as per Annexure A hereof. Bidders must score at least 80% in this assessment in order to proceed to the next phase of price evaluation.

Bidders who do not comply with these requirements will be regarded as non-responsive.

PRINT NAME:			
CAPACITY:		Name of firm	
SIGNATURE:		DATE:	



7.2 Panel of service providers

The main panel of service providers will comprise of:

A Panel per category of legal service

Sub-panels for each category of service as listed in the Pricing Schedule (MBD 3.3) will be determined. The service providers on the sub-panels will, depending on the nature of the services, be limited to a maximum of 3-5 service providers for each category of service and will be selected based on highest point scoring in each category of service. The maximum number of service providers per sub-panel will be determined by the municipality in own discretion.

Reserve Panel per category of legal service

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

NB: Work instructions will generally be issued on a rotation basis to service providers in the respective categories. The Municipality however reserves the right to deviate from strict rotation and to issue work instructions to any bidder from any segment of the main panel and reserve panel, after taking into account factors such as previous involvement in a matter, continuity, nature and complexity of the matter and when expertise and experience in a specific field of law is required, or in exceptional cases, to make appointments outside the panels, to ensure that the best interest of the Municipality is served.

8. CONDITIONS PERTAINING TO THE SUBMISSION OF TENDERS

8.1 Tender closing date & Tender Submission

The tender documents, as indicated below, duly signed and sealed in an envelope marked "TENDER- BSM 54/22" must be placed in the tender box at the Head Office Building, Plein Street, Stellenbosch on the ground floor not later than **12:00** on the date specified in the advertisement of this tender.

Late tenders will not be considered.

PRINT NAME:			
CAPACITY:		Name of firm	
SIGNATURE:		DATE:	



8.2 Validity Period

This offer shall remain open for acceptance by the Municipality for a period of 180 days from the closing date.

Hereafter bids will be deemed to remain valid until conclusion of the award and appeal processes (if any) unless a bid is withdrawn in writing by the bidder.

8.3 Acceptance of tender conditions

The bidders, by tendering, shall be deemed to have satisfied themselves as to all conditions and circumstances affecting the tender, and the submission of a tender shall presume complete acceptance of the said Conditions of Tender.

8.4 Tender Submission

Tenders must be submitted in a sealed envelope indicating the full particulars and tender number (as stated in the notice) for which it is submitted. Incorrectly marked tenders will not be opened.

8.5 General Conditions: Tender submission

8.5.1 The bidder must ensure that tenders are deposited in the correct tender box (as indicated in the tender notice).

8.5.2 Any tender received after the closing date and time for receipt of this tender (as indicated in the notice) will NOT be considered.

8.5.3 Any tender which does not include all the required information and documentation as indicated in this document above, may be rejected.

8.5.4 Bidders will only be allowed to submit one tender for the rendering of legal services. In the event that two tenders are submitted, or a second tender is submitted by the same company under a different name, or tenders are submitted in conjunction with the same partner, both tenders will be disqualified.

8.5.5 The Municipality will not be liable for any costs incurred in the preparation and submission of tenders.

8.5.6 Tenders will be disqualified if the tender requirements are not met.

8.5.7 A non-refundable fee will be payable for this document

9. Implementation Timetable

The tender will be running for a period up to 30 June 2025.

PRINT NAME:			
CAPACITY:		Name of firm	
SIGNATURE:		DATE:	



10 Information to be provided by the Tenderer

This section must be considered and where appropriate, completed by Tenderers. This section should provide a checklist of the information to be provided by the

Tenderer (specifying required format and quantity), for example:

- 10.1 Completed Tender Form (including Pricing Schedule)
- 10.2 References
- 10.3 Reference contact details
- 10.4 Quality Assurance/ Accreditation Certificates
- 10.5 Special Conditions
- 10.6 Attachments
- 10.7 List all the attachments that are referred to elsewhere in the specification.

List of Returnable Documents

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

10.8 RETURNABLE SCHEDULES REQUIRED FOR TENDER EVALUATION PURPOSES

Schedule: Authority for Signature

Schedule: Evaluation Schedule: Experience of Key Staff (with all attachments)

Schedule: Evaluation Schedule: Tenderer Experience (with all attachments)

Schedule: Tax Compliant Status (PIN)

Schedule: Declaration of Interest

Schedule: Preference Points Claim Form in terms of the Preferential Procurement Regulations, 2017

Schedule: Declaration of Tenderer's Past Supply Chain Management Practices

Schedule: Certificate of Independent Bid Determination

Schedule: Latest Municipal Account

Schedule: List of areas of specialisation

Schedule: Professional Indemnity Insurance

Schedule: Company registration documents.

PRINT NAME:			
CAPACITY:		Name of firm	
SIGNATURE:		DATE:	



11. Confidentiality

11.1 The Tenderer will keep confidential and will not disclose to any person:-

11.1.1 The details of this Agreement, the details of the negotiations leading to this Agreement, and the information handed over to it by the Municipality during the course of negotiations, as well as the details of all the transactions or agreements contemplated in this Agreement; and

11.1.2 All information relating to the business or the operations and affairs of the Municipality, (hereinafter referred to as "Confidential Information").

11.2 The Tenderer agrees to keep all Confidential Information and to disclose it only after obtaining prior written approval of the Municipality's Key Personnel, and then only to its officers, directors, employees, consultants and professional advisors, who:

11.2.1 Have a need to know (and then only to the extent that each such person has a need to know);

11.2.2 Are aware that the Confidential Information should be kept confidential;

11.2.3 Are aware of the Tenderer's undertaking in relation to such information in terms of this Agreement; and

11.2.4 Have been directed by the Tenderer to keep the confidential information confidential.

11.3 The Tenderer's obligations in relation to the maintenance and non-disclosure of Confidential Information in terms of this Agreement does not extend to information that:

11.3.1 Is or become public knowledge, otherwise than pursuant to a breach of this Agreement by the Tenderer or third party who disclosed such Confidential Information, but only to the extent that the Confidential Information has become public knowledge;

11.3.2 Is required by the provisions of any law, statute or regulation or during any court proceedings, or by the rules or regulations of any recognised stock exchange to be disclosed and subject to the provisions of this Agreement, the Tenderer has taken all reasonable steps to oppose or, prevent the disclosure of and to limit, as far as reasonable possible, the extent of such disclosure and has consulted with the Municipality prior to making such disclosure; and

11.3.3 Is disclosed to the Municipality in terms of this Agreement but, at the time of such disclosure such information is known to be in lawful possession or control of that party and not subject to an obligation of confidentiality.

PRINT NAME:			
CAPACITY:		Name of firm	
SIGNATURE:		DATE:	



12 Domicilium and Notices

12.1 For all purposes of this Agreement including, but not by way of limitation, the giving of any notice, the making of any communication, or the serving of any process, the Parties respectively choose domicilium citandi et executandi ("domicilium") at the addresses set out hereunder:

12.1.1 The Municipality

For attention: The Municipal Manager

At physical address: 3rd Floor, Town Hall, Plein Street, Stellenbosch

Telefax: (021) 808 8026

E-mail: munmanager@stellenbosch.gov.za

12.1.2 The Tenderer chooses as its domicilium the details set out in the Particulars of Tenderer set out above.

12.1.3 Each of the Parties, by written notice to the other party 2 (two) months prior to such change, shall be entitled from time to time to vary its domicilium to any other address within South Africa, provided that such address may not be a poste restante, or, in the Tenderer's case, a post office box.

12.1.4 Any notice given and any communication or payment made by either Party to the other ("the addressee") which:-

12.1.4.1 Is delivered by hand or faxed by facsimile transmission during the normal business hours of the addressee at the addressee's domicilium for the time being, shall be presumed, until the contrary is proved, to have been received by the addressee at the time of delivery or on the first business day after the date of facsimile transmission;

12.1.4.2 Is posted by prepaid registered post from an address within South Africa to the addressee at the addressee's domicilium for the time being, shall be presumed, until the contrary is proved, to have been received by the addressee on the 7th (seventh) day after the date of posting.

13. General Provisions

13.1 The Bid Document and Bid Submission contains the entire agreement between the Parties, and the Municipality shall not be bound by any representations, warranties, undertakings, promises or the like (whether or not made by the Tenderer, its agent or servants) which are not recorded herein. No alteration, variation or cancellation by agreement of, addition or amendment to, or deletion from this Agreement shall be of any force or effect unless in writing and signed by or on behalf of the Parties.

PRINT NAME:			
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SIGNATURE:		DATE:	



- 13.2 No indulgence, extension of time, relaxation or latitude shown, granted or allowed by the Municipality to the Tenderer shall constitute a waiver by the Municipality of any of its rights and the Municipality shall not be prejudiced or estopped from exercising any of its rights against the Tenderer which may have arisen in the past or which may arise in the future.
- 13.3 The Tenderer consents to the jurisdiction of the Magistrate Courts of South Africa in respect of any action or proceedings which may be brought against it by the Municipality, or brought by it against the Municipality; provided that the Municipality, shall be entitled to bring proceedings in any other Court if it so elects.
- 13.4 All notices, consents, advice or other communication between the Parties to the other of them shall be in writing, and unless in writing shall be deemed not to have been given or made.
- 13.5 This transaction and its interpretation shall be subject to the laws of the Republic of South Africa.
- 13.6 If any term of this Bid Document should be held to be invalid, unenforceable or unlawful, then such term shall be severable from the balance of this Bid Document and be treated as pro non scripto without invalidating or affecting the enforceability of the remaining provisions, and the remaining terms of this Bid Document shall continue in full force and effect.
- 13.7 All costs incurred in the preparation of a response or any activity pursuant thereto shall be for the account of the Tenderer. All supporting documentation submitted with the response will become the Municipality's property unless otherwise stated by the Tenderer at the time of submission.

14. RESPONSIVENESS CRITERIA

14.1. RESPONSIVENESS CRITERIA

No bid will be considered by Stellenbosch Municipality unless it meets the following responsiveness criteria (for the bid to be considered responsive, the bid must meet the following requirements):

- a) No Bids will be awarded to a bidder who is not registered on the Centralised Supplier Database (CSD).

The CSD supplier number starting with (MAAA) number is automatically generated by the Central Database System after successful registration and validation of a prospective service provider. This number is now a mandatory requirement, as referred to in regulation 14(1) (b) of the Municipal Supply Chain Management Regulations, as part of the listing criteria for accrediting a prospective service provider. Prospective suppliers should self – register on the CSD website at www.csd.gov.za Registration on the CSD will be

PRINT NAME:			
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SIGNATURE:		DATE:	



compulsory in order to conduct business with the STELLENBOSCH MUNICIPALITY. Registration on CSD can be done by contacting (021) 808 8594 or Nicolene.Hamilton@stellenbosch.gov.za

- b) Stellenbosch Municipality will reject a bid in terms of the following:
- i) If any municipal rates and taxes or municipal service charges owed by the bidder or any of its directors to this or any other municipality or municipal entity, are in arrears for more than three months.
 - ii) The name of the company of any of its director(s) names appear on the list of Tender Defaulters or restricted suppliers as published by National Treasury.
- c) The following completed documents must be submitted or provided as part of the bid submission:
- i) Bidders are required to submit their unique person identification number (pin) issued by SARS to enable the organ of state to view the taxpayer's profile and tax status. A trust, consortium or joint venture must submit individual Tax Compliance Status Documents for each company.
 - ii) Copy or Certified valid B-BBEE Status Level Verification Certificate. Bidders who do not submit a B-BBEE Status Level Verification Certificate or are non-compliant contributors to B- BBEE do not qualify for preference points for B-BBEE, but will not be disqualified from the bidding process. A trust, consortium or joint venture must submit a consolidated B-BBEE Status Level Verification certificate for every separate bid.
 - iii) Copy of a billing account of your local municipality for the company or directors where applicable. Such account must not be older than 30 days.
 - iv) Completed and signed declaration of interest form (MBD 4).
- d) Bidders must acquaint themselves fully on the General Conditions of contract and special conditions of contract (if applicable). The General Conditions of Contract of 2010 is available on request from the official dealing with bidding procedures and documents as indicated in MBD 1.
- e) No bids will be accepted unless the bid documentation as issued by the municipality is utilized and not to be retyped.
- f) Telegraphic, telephonic, telex, facsimile, e-mailed or late tenders will not be accepted.
- g) The awarding of this bid is subject to the following:
- i) Relevant technical specifications as stated in this bid document;

PRINT NAME:			
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SIGNATURE:		DATE:	



- ii) Attendance of compulsory site or clarification meetings, if applicable;
 - iii) Attaining the minimum points for functionality, if applicable;
 - iv) Proper completion of this bid document and signing of declarations;
 - v) General conditions of contract of as issued by the National Treasury (July 2010);
 - vi) Any conditions as stipulated in MBD 1; and
 - vii) Any special conditions of contract as stipulated in this bid document.
- h) Persons aggrieved by decisions or actions taken in the implementation of this supply chain management system, may lodge within 14 days of the decision or action, a written objection or complaint against the decision or action.
- i) Inducements, rewards, gifts and favours to municipalities, officials and other role players
- a) No person who is a provider or prospective provider of goods or services, or a recipient or prospective recipient of goods disposed or to be disposed of may either directly or through a representation intermediary promise, offer or grant any inducement or reward to the Stellenbosch Municipality for or in connection with the award of a contract;
 - b) The accounting officer must promptly report any alleged contravention of subparagraph (1) to the National Treasury for considering whether the offending person, and any representative or intermediary through which such person is alleged to have acted, should be listed in the National Treasury's database of persons prohibited from doing business with the public sector.
- j) The bid must be properly received in a sealed envelope. The outside of the envelope must clearly indicate the bid number (refer to invitation to bid for further details regarding submission)
- k) The bid must be deposited in the correct tender box as indicated in the invitation to bid on or before the closing date and time of the bid. It is the responsibility of the bidder to ensure that their bid is placed in the correct tender box. The municipality will not on its own initiative redirect any bid if it is placed in an incorrect tender box before the closing time of submissions.
- l) Bids shall be declared invalid, and shall be endorsed and recorded as such in the bid opening record by the responsible official to open the bid, in the following instances:
- i) If the bid is not sealed;
 - ii) if the bid including the bid price amount, where applicable is not submitted on the official Pricing Schedule;
 - iii) if the bid is not completed in non-erasable ink; or
 - iv) if the name of the bidder is not stated, or is indecipherable

PRINT NAME:			
CAPACITY:		Name of firm	
SIGNATURE:		DATE:	



- m) A bid will not be invalidated if the amount in words and the amount in figures do not correspond, in which case the amount in words shall be read out at the bid opening and shall be deemed to be the bid amount.
- n) The official bid document must be fully completed in indelible ink. Where information requested does not apply to the bidder and the space is left blank, the bidder must provide written clarification.
- o) All requested relevant and/ or additional documentation such as compliance certificates, professional registration, artisan qualification, etc., must be attached behind the bid document.
- p) Bidders must submit a certified statement signed by the bidder declaring that the bidder has no undisputed commitments for municipal services towards a municipality or other service provider in respect of which payment is overdue for more than 90 days.
- q) The bidder must be in good standing to do business with the public sector in terms of Regulation 38 of the Municipal Supply Chain Management Regulations (Government Gazette 27636 of 30 May 2005).
- r) If the entity submitting a bid is a joint venture or consortium or partnership, each party to that formation must submit all the above information.
- s) The bidder must adhere to the pricing instructions. All prices must be inclusive of Value Added Tax (VAT)
- t) The Bidder 's details must be provided.
- u) The necessary document authorising the representative to sign and submit the bid on the bidder's behalf must be completed and signed.
- v) The declaration of interest by the bidder must be completed and signed. The bid must comply with all the minimum technical specifications.
- x) The MBD 9 (certificate of bid determination) must be completed and signed.
- y) No Alternative offers may be submitted by the bidder.

15. EVALUATION OF BIDS

- a) All bids received shall be evaluated in terms of the Municipal Supply Chain Management Regulations, the Preferential Procurement Policy Framework Act no 5 of 2000 and the Preferential Procurement Regulations of 2017.

PRINT NAME:			
CAPACITY:		Name of firm	
SIGNATURE:		DATE:	



- b) The municipality reserves the right to accept all, some, or none of the bids submitted - either wholly or in part - and it is not obligated to accept the lowest bid.
- c) In terms of Regulation 11 of the Preferential Procurement Regulations 2017, a contract may be awarded to a tenderer that did not score the highest points, only in accordance with section 2(1)(f) of the Preferential Procurement Policy Framework Act (Act no 5 of 2000) and Regulation 11 of the Preferential Procurement Regulations 2017. In respect of this tender the following objective criteria will apply:

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

PRINT NAME:			
CAPACITY:		Name of firm	
SIGNATURE:		DATE:	



15. PRE-QUALIFICATION SCORE SHEET

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

ANNEXURE A

CONTRACT CORP 54/22: LEGAL SERVICES:

FUNCTIONALITY ASSESSMENT CAPACITY AND EXPERIENCE OF BIDDER

1. ASSESSMENT METHODOLOGY

- 1.1 It is required of bidders to submit a memorandum as per ANNEXURE B setting out the capacity and the level of experience as represented by the Lead Attorney/s listed in respect of each of the categories of service tendered for. Please see the Pricing Schedule (MBD 3.3) for the complete list of categories of service. It is the responsibility of bidders to ensure that sufficient information is submitted for such assessment. Please note that separate memoranda must be submitted for each category of service tendered for.
- 1.2 In order to determine the overall level of experience of bidders, the scoring method as set out below will be used. A single assessment will be made of the tenderer's capacity (criterion 1), however Experience (assessment criteria 2-4) in respect of each of the categories of service tendered for will be assessed separately.
- 1.3 In respect of bids for Code of Conduct Investigation services, bidders will only be assessed in respect of criterion 2 (Experience of Lead Attorneys).
- 1.4 A total score of 80% must be achieved to proceed to the next level of evaluation (Price and B-BBEE status).
- 1.5 The assessment shall be scored independently by not less than three evaluators.
- 1.6 The overall assessment criteria are as follows:



Assessment criteria	Sub-criteria	Maximum number of points	Category of law to which criterion will apply
1. Tenderer's capacity (single assessment per firm)	Tenderer organisation and staffing	20	All categories of law excluding Labour Law and Code of Conduct Investigations
2. Overall experience of lead attorney/s (single assessment per firm)	Years of general legal experience as practising attorney	20	All categories of law
3. Experience of Lead Attorney/s in specific category of law. (separate assessments for each category of service tendered for)	Years of experience in applicable category of law tendered for.	40	All categories of law excluding Code of Conduct Investigations
4. Experience of key professional staff (separate assessments for each category of service tendered for)	Years of experience of key professional staff	10	All categories of law excluding Labour Law and Code of Conduct Investigations
5. Local government experience in category of law tendered for (separate assessments for each category of service tendered for)	Relevant local government experience of Lead Attorneys	30	All categories of law excluding Building/Construction Law, Labour Law, Code of Conduct Investigations, Property Law and Litigation/Conveyancing and notarial registrations.
Maximum possible score for capacity and experience (per category of law)		120	

2. TENDERER'S CAPACITY

The scoring of the tenderer's capacity will be as set out below (single assessment per firm). In order to perform this assessment, a company profile comprising at least the following, must be attached to the memorandum: (A single profile per Tenderer):

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



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

3. OVERALL GENERAL EXPERIENCE OF LEAD ATTORNEY/S

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

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

Score	Overall experience of Lead Attorney/s (Average years of experience will be calculated if more than one Lead Attorney is listed in the same category of service)
Level 1 (score 0)	No information submitted
Level 2 (score 5)	Limited levels of experience (1 to 3 years) level of education and training, positions held.
Level 3 (score 10)	Reasonable levels of experience (4 to 7 years) level of education and training, positions held
Level 4 (score 15)	Good levels of experience (8 to 11 years) level of education and training, positions held
Level 5 (score 20)	Extensive levels of experience (12 years and more) level of education and training, positions held

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

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

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



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

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

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

Score	Experience of Lead Attorney/s (Average years of experience will be calculated if more than one Lead Attorney is listed in the same category of service)
Level 1 (score 0)	No information submitted
Level 2 (score 15)	Limited levels of experience (1 to 2 years)
Level 3 (score 25)	Reasonable levels of experience (3 to 4 years)
Level 4 (score 35)	Extensive levels of experience (4 to 6 years)
Level 5 (score 40)	Outstanding levels of experience (7 years and more)



5. EXPERIENCE OF KEY PROFESSIONAL SUPPORT STAFF

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

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

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

6. LOCAL GOVERNMENT EXPERIENCE

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

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

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

Score	Local Government experience of the Lead Attorney/s (total duration of experience in respect of the area of law or category of work tendered for as well as variety of experience). An average of the years' experience will be calculated if more than one Lead Attorney is listed per category of service.
Level 1 (score 0)	No information submitted
Level 2 (score 10)	Limited levels of Local Government experience (1 to 2 years) and variety.
Level 3 (score 20)	Reasonable levels of Local Government experience (3 to 5 years) and variety.
Level 4 (score 25)	Extensive levels of Local Government experience (6 to 8 years) and variety.
Level 5 (score 30)	Outstanding levels of Local Government experience (9 years and more) and variety.

ANNEXURE B**PRO-FORMA MEMORANDUM**

To: Stellenbosch Municipality

INFORMATION FOR ASSESSMENT OF CAPACITY AND EXPERIENCE: TENDER CORP / 2022:
LEGAL SERVICES.

The following information is submitted in order to enable the Municipality to perform the above assessment. This memorandum is submitted in respect of the following category of Legal Service (Please select from the categories of service as listed in the Pricing Schedule - MBD 3.3)

1. Tenderer's capacity

See supporting information attached page to

2. Experience of Lead Attorney/s

See supporting information attached page to

3. Experience of key staff

See supporting information attached page to

4. Local Government experience

See supporting information attached page to

Name of Authorised person submitting bid

Signature

Bidder (Law Firm)

ANNEXURE C**BIDDER REFERENCES: CONTRACT BSM 54/22: LEGAL SERVICES**

Background information of Nominated Referee for bidder.

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

1. DELIVERY OF GOOD/ SERVICES ON TIME	
Question: Did the bidder provide the services on time as required?	Answer
	Excellent
	Very good
	Good
	Fair
	Poor

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



3. DELIVERY OF GOODS/ SERVICES AT CONTRACT PRICE	
Question	Answer
Did the bidder provide goods/services the price as tendered?	Yes/ No

4. PROFESSIONALISM	
Question	Answer
Professional behavior towards client and all role players?	Excellent
	Very good
	Good
	Fair
	Poor

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

6. Does the referee recommend the bidder for appointment by Stellenbosch Municipality. Please motivate.

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

Signature of Referee

Date of declaration

(Who declares herewith that he/she is authorised to act as referee)

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

SIGNATURE (Bidder)		FOR OFFICE USE ONLY:	
CAPACITY		Evaluated by	
NAME OF FIRM		Signature:	
NAME (PRINT)		Designation:	
DATE		Date:	



16. SCHEDULE OF WORK EXPERIENCE OF THE TENDERER – CURRENT CONTRACTS

CURRENT CONTRACTS							
EMPLOYER (Name, Tel, Fax, Email)		Contact Person (Name, Tel, Fax, Email)		NATURE OF WORK	VALUE OF WORK (INCL. VAT)	DATE COMPLETED	
Name		Name					
Tel		Tel					
Fax		Fax					
Email		Email					
Name		Name					
Tel		Tel					
Fax		Fax					
Email		Email					
Name		Name					
Tel		Tel					
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Name		Name					
Tel		Tel					
Fax		Fax					
Email		Email					
Name		Name					
Tel		Tel					
Fax		Fax					
Email		Email					

Attach additional pages if more space is required.

Number of sheets appended by the tenderer to this schedule (If nil, enter NIL)				
SIGNATURE		NAME (PRINT)		
CAPACITY		DATE		
NAME OF FIRM				



17. SCHEDULE OF WORK EXPERIENCE OF THE TENDERER – COMPLETED CONTRACTS

The following is a statement of similar work successfully executed by myself / ourselves:

COMPLETED CONTRACTS						
EMPLOYER (Name, Tel, Fax, Email)		Contact Person (Name, Tel, Fax, Email)		NATURE OF WORK	VALUE OF WORK (INCL. VAT)	DATE COMPLETED
Name		Name				
Tel		Tel				
Fax		Fax				
Email		Email				
Name		Name				
Tel		Tel				
Fax		Fax				
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Fax		Fax				
Email		Email				
Name		Name				
Tel		Tel				
Fax		Fax				
Email		Email				

Attach additional pages if more space is required.

Number of sheets appended by the tenderer to this schedule (If nil, enter NIL)

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			



18. PRICING SCHEDULE

NOTE:

1. Only firm prices will be accepted. Non-firm prices will not be considered.
2. All delivery costs **MUST** be included in the bid price, for delivery at the prescribed destination.
3. Document **MUST** be completed in non-erasable black ink.
4. **NO** correction fluid/tape may be used.
 - a. In the event of a mistake having been made, it shall be crossed out in ink and be accompanied by an initial at each and every alteration.
5. The Bidder **MUST** indicate whether he/she/the entity is a registered VAT Vendor or not.
 - a. In the case of the Bidder not being a registered VAT Vendor, both columns (amount/rate including VAT) must reflect the same amount.

I / We _____

(full name of Bidder) the undersigned in my capacity as _____

of the firm _____

hereby offer to Stellenbosch Municipality to render the services as described, in accordance with the specification and conditions of contract to the entire satisfaction of the Stellenbosch Municipality and subject to the conditions of tender, for the amounts indicated hereunder:

	INDICATE WITH AN 'X'									
	YES					NO				
Are you/is the firm a registered VAT Vendor										
If "YES", please provide VAT number										

Please note the following:

1. Stellenbosch Municipality reserves the right to downward adjust the scope of work/ quantity required to stay within its budget.
2. Only firm prices will be accepted and non-firm prices will not be considered.

54/22			
SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			



STELLENBOSCH
STELLENBOSCH • PNIEL • FRANSCHHOEK
MUNISIPALITEIT • UMASIPALA • MUNICIPALITY

PRICING SCHEDULE:

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

OFFER TO BE VALID FOR 180 DAYS FROM THE CLOSING DATE OF BID. THEREAFTER THE BID WILL BE DEEMED TO REMAIN VALID UNTIL CONCLUSION OF THE AWARD AND APPEAL PROCESS, UNLESS THE BIDDER WITHDRAWS THE BID IN WRITING.

Period required for commencement with project after acceptance of bid:

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

B: VALUE ADDED TAX

Where the value of an intended contract will exceed R1 000 000, 00 (one million rand) it is the bidder's responsibility to be registered with the South African Revenue Service (SARS) for VAT purposes in order to be able to issue tax invoices.

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

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

The VAT registration number of the Stellenbosch Municipality is

N.B.

- 1) Fees must be per hour and include 15% VAT. The time based fee will escalate by 6% per annum effective on 1 July of each year, unless otherwise indicated below.
- 2) Bidders may insert only ONE fee under a category of service in cases where more than one Lead Attorney offer services in the same category of service. If more than one fee is inserted the highest fee will be used for evaluation purposes.
- 3) The pricing schedule must be read with Par 6 of the Terms of Reference

54/22			
SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			

Pricing Schedule



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

Category of service	Service offered (Yes/No)	Name and position of Lead Attorney/s (A maximum of 2 Lead Attorneys per category are allowed)	Experience in this field (years)	Time based fee per hour - VAT incl.
1. Public and Municipal Law		1.		R...../hr
		2.		
2. Town Planning and Environmental Law		1.		R...../hr
		2.		
3. Building/Construction Law		1.		R...../hr
		2.		
4. Labour Law		1.		R...../hr
		2.		

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			

Pricing Schedule



Category of service	Service offered (Yes/No)	Name and position of Lead Attorney/s (A maximum of 2 Lead Attorneys per category are allowed)	Experience in this field (years)	Time based fee per hour - VAT incl.
5. Supply Chain Management		1.		R...../hr
		2.		
6. Property Law and litigation,		1.		R...../hr
		2.		
7. Conveyancing and notarial registrations.		1.		R...../hr
		2.		
8. Eviction Services		1.		R...../hr
		2.		
9. Investigations in terms of Code of Conduct for Councillors		1.		R...../hr
		2.		
10. Debt collection		1.		R...../hr
		2.		

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			



FORM OF OFFER

Please attach written confirmation of authority to submit this bid on behalf of the bidder.

To:

STELLENBOSCH MUNICIPALITY

Please attached written confirmation of authority to submit this bid on behalf of the bidder.

I/We

(Name of person, firm or company)

of

(Address)

have thoroughly acquainted myself/ourselves with all the conditions of the contract and hereby tender and undertake to supply and deliver the material at the prices quoted on the schedule of prices and on the conditions set out in the conditions of tender, except where otherwise stated or qualified in the accompanying letter.

I/We further agree that this tender, together with the written acceptance thereof by the Council, shall constitute a binding contract between us.

I/We understand that you are not bound to accept the lowest or any tender you may receive and reserve the right to accept a tender in part or in whole.

Dated this day of 20..... and signed by or on behalf of the tenderer in the presence of the undersigned witnesses

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			



As witnesses:-

1.

2.

Address of Tenderer:

Telephone number:

(Signature of Tenderer)

(Print Name Please)

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			



For the tenderer:

Signature(s):

Name(s):

Capacity:

(Name and address of organization)

Name and signature of witness:

Date:

For the employer:

Signature(s):

Name(s):

Capacity:

(Name and address of organization)

Name and signature of witness:

Date:

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			



13. CHECKLIST FOR COMPLETENESS OF BID DOCUMENT

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

(*Mark with "X" where applicable)

Items to be checked	Yes	No	Comments
1. Completed page containing the details of bidder			
2. Submitted the unique person identification number (pin) issued by SARS to enable the organ of state to view the taxpayer's profile and tax status.			
3. Completed the Pricing Schedule (MBD 3.3)			
4. Completed and signed declaration of interest (MBD 4)			
5. Completed and signed declaration in order to claim preference points (MBD 6.1) and attached a certified copy or original B-BBEE certificate			
6. Completed and signed declaration of bidder's past supply chain management practices (MBD 8)			
7. Completed and signed certificate of independent bid determination (MBD 9)			
8. Completed and signed certificate for municipal services and payments to service providers (attach municipal accounts not older than 90 days)			
9. Signed declaration for understanding and complying with technical specifications			
10. Bidders are required to submit their unique person identification number (PIN) issued by SARS to enable the organ of state to view the taxpayer's profile and tax status.			
11. Completed Annexure B: Information to enable assessment of capacity and experience of bidder with supporting document. Please note that separate memoranda must be completed and submitted if more than one category of service is tendered for.			

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			



Items to be checked	Yes	No	Comments
12. Completed Annexure C - Bidder references			
13. Included Certificate of Good Standing from Law Society			
14. Included Certified copy of Fidelity Fund Certificate			
15. Included certified copies of qualifications and admission certificate of each lead practitioner			
16. Included proof of professional indemnity insurance cover			
17. Included conveyancing/notary qualification (if tendered for)			
18. Bidder to initial every page of this bid document			
19. Attached written confirmation by bidder that person signing and submitting bid is duly authorised.			
20. Completed and signed Form of Offer			
21. Attached proof of right to appear in High Court (if applicable)			

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			



STELLENBOSCH
 STELLENBOSCH • PNIEL • FRANSCHHOEK
 MUNISIPALITEIT • UMASIPALA • MUNICIPALITY

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME).....
 CERTIFY THAT THE INFORMATION FURNISHED ON THIS CHECK LIST IS TRUE
 AND CORRECT.

Name (print) Signature

Position Date

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			



19. DECLARATION BY TENDERER

I / We acknowledge that I / we am / are fully acquainted with the contents of the conditions of tender of this tender document and that I / we accept the conditions in all respects.

I / We agree that the laws of the Republic of South Africa shall be applicable to the contract resulting from the acceptance of *my / our tender and that I / we elect *domicillium citandi et executandi* (physical address at which legal proceedings may be instituted) in the Republic at:

I / We accept full responsibility for the proper execution and fulfillment of all obligations and conditions devolving in me / us under this agreement as the principal liable for the due fulfillment of this contract.

I / We furthermore confirm I / we satisfied myself / ourselves as to the corrections and validity of my / our tender; that the price quoted cover all the work / items specified in the tender documents and that the price(s) cover all my / our obligations under a resulting contract and that I / we accept that any mistake(s) regarding price and calculations will be at my / our risk.

I / We furthermore confirm that my / our offer remains binding upon me / us and open for acceptance by the Purchases / Employer during the validity period indicated and calculated from the closing date of the bid.

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			
WITNESS 1		WITNESS 2	