

GEORGE MUNICIPALITY



BID DOCUMENT NUMBER: GMT034/25-26

**TENDER FOR THE RENDERING OF PROFESSIONAL LEGAL SERVICES
TO GEORGE MUNICIPALITY, AS AND WHEN REQUIRED, FROM DATE
OF APPOINTMENT UNTIL 30 JUNE 2029**

ENQUIRIES: MR. WARREN MULLER / MR. KURT PAULSE
YORK STREET
GEORGE
(044) 801 9072 / (044) 801 9179

ISSUED BY:
MUNICIPALITY OF GEORGE
P O BOX 19
GEORGE
6530

SUMMARY FOR TENDER OPENING PURPOSES

NAME OF BIDDER:

SUPPLIER DATABASE NO.: MAAA

Total Rates (All Applicable Taxes
Included)

VARIOUS RATES

PREFERENCES CLAIMED FOR:

| | | |
|---|--------------|----------------------|
| B-BBEE Status Level of Contributor and Point Claimed: | Level: _____ | Point Claimed: _____ |
|---|--------------|----------------------|

| | | |
|------------------------------------|-----------------|----------------------|
| Locality Status and Point Claimed: | Locality: _____ | Point Claimed: _____ |
|------------------------------------|-----------------|----------------------|

B-BBEE certificates submitted with the tender document MUST be VALID ORIGINAL B-BBEE CERTIFICATES or VALID CERTIFIED COPIES OF THE B-BBEE CERTIFICATES

TENDER CLOSES AT 12H00 ON MONDAY, 16 MARCH 2026

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BIDDER CONTACT DETAILS

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

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

| | | |
|--------------------------------|---|--------------------------------------|
| Name of Bidding Company: | | Mark choice of correspondence with X |
| Postal Address: | Postal Code: | |
| E-mail Address: | | |
| Telephone Number: | | |
| Cellular Number: | | |
| Facsimile Number: | | |

GEORGE MUNICIPALITY / GEORGE MUNISIPALITEIT
TENDER NUMBER / NOMMER: GMT034/25-26

Tenders are hereby invited for the **Rendering of Professional Legal Services to George Municipality, as and when required, from date of appointment until 30 June 2029.**

Tenders word hiermee genooi vir die **Lewering van Professionele Regsdienste aan George Munisipaliteit, soos en wanneer benodig, vanaf die datum van aanstelling tot 30 Junie 2029.**

Completed tenders in a sealed envelope, clearly marked:

Voltooide tenders in 'n verseëelde koevert, duidelik gemerk:

Tender No. GMT034/25-26 must be placed in the tender box at the George Municipality on the **Fifth Floor**, Directorate: Financial Services, Supply Chain Management, Civic Centre, 71 York Street, George by no later than **12:00 on Monday, 16 March 2026**. Tenders will be opened on the same day in the Committee Room at 12:05. Late or unmarked tenders will not be considered. No posted tenders or tenders per fax or e-mail will be accepted.

Tender Nr. GMT034/25-26 moet voor **Maandag, 16 Maart 2026** om **12:00** in die tender bus by die George Munisipaliteit op die **Vyfde Vloer**, Direkoraat: Finansiële Dienste, Voorsieningskanaal Bestuursseenheid, Burgersentrum, Yorkstraat 71, George geplaas word. Tenders sal om 12:05 dieselfde dag in die Komiteekamer oopgemaak word. Laat of ongemerkte tenders sal nie oorweeg word nie. Geen tenders per pos, faks of e-pos sal aanvaar word nie.

Tender documents are available at a non-refundable deposit of R297.85 each from the Supply Chain Management Unit, **Fifth Floor**, Civic Centre, 71 York Street, George.

Tender dokumente is verkrygbaar teen 'n R297.85 nie-terugbetaalbare deposito elk by die Voorsieningskanaal Bestuursseenheid op die **Vyfde Vloer**, Burgersentrum, Yorkstraat 71, George.

Tender documents are available on the George Municipality's website: www.george.gov.za, free of charge.

Tender dokumente is gratis op die George Munisipaliteit se webblad beskikbaar: www.george.gov.za.

Tenders will be evaluated and awarded in terms of the Preferential Procurement Policy Framework Act (Act 5 of 2000) Regulations 2022; the George Municipality's Supply Chain Management Policy as well as the George Municipality's Preferential Procurement Policy, where 80 points will be scored for price and 20 points for B-BBEE status and Specific Goals.

Tenders sal ge-evalueer en toegeken word in terme van die Wet op die Raamwerk vir Voorkeurverkrigingsbeleid (Wet 5 van 2000) Regulasies 2022; die George Munisipaliteit se Voorsieningskanaalbestuursbeleid sowel die George Munisipaliteit se Voorkeurverkrigingsbeleid, waar 80 punte ten opsigte van die prys en 20 punte ten opsigte van B-BBEE status en Spesifieke Doelwitte toegeken sal word.

For more information, contact Mr. Warren Muller / Mr. Kurt Paulse at (044) 801 9072 / (044) 801 9179 or wmmuller@george.gov.za / kpaulse@george.gov.za.

Vir verdere inligting, kontak Mnr. Warren Muller / Mnr. Kurt Paulse by (044) 801 9072 / (044) 801 9179 of wmmuller@george.gov.za / kpaulse@george.gov.za.

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

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

An alternative tenderer may be appointed.

'n Alternatiewe tenderaar mag aangestel word.

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

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

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

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

MR. G LOUW
MUNICIPAL MANAGER
GEORGE MUNICIPALITY
GEORGE
6530

MNR. G LOUW
MUNISIPALE BESTUURDER
GEORGE MUNISIPALITEIT
GEORGE
6530

INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR THE TENDER FOR THE RENDERING OF PROFESSIONAL LEGAL SERVICES TO GEORGE MUNICIPALITY, AS AND WHEN REQUIRED, FROM DATE OF APPOINTMENT UNTIL 30 JUNE 2029

BID NUMBER: GMT034/25-26

CLOSING DATE: 16 March 2026

CLOSING TIME: 12:00

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

Supply Chain Management Unit
The Civic Centre (5th Floor)
York Street
GEORGE

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

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

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

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

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

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

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

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

DETAILS OF TENDERER

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

DETAILS OF TENDERING ENTITY'S BANK

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

| DESCRIPTION OF BANK DETAIL | BANK DETAILS APPLICABLE TO TENDERER'S HEAD OFFICE |
|---------------------------------------|--|
| Name of bank | |
| Branch name | |
| Branch code | |
| Name of Account Holder | |
| Account number | |
| Type of Account | |

Signature of Tenderer: _____

Date: _____

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

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

NAME OF TENDERER

Held at _____ on _____
(Place) (Date)

RESOLVED THAT:

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

TENDER NUMBER:

**GMT034/25-26 – TENDER FOR THE RENDERING OF PROFESSIONAL LEGAL
SERVICES TO GEORGE MUNICIPALITY, AS AND WHEN REQUIRED, FROM DATE OF
APPOINTMENT UNTIL 30 JUNE 2029**

2. Mr/Mrs/Ms _____

In his/her capacity as _____

and who will sign as follows: _____
(SPECIMAN SIGNATURE)

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

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

| | Name | Capacity | Signature |
|---|------|----------|-----------|
| 1 | | | |
| 2 | | | |
| 3 | | | |
| 4 | | | |
| 5 | | | |

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

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

NAME OF TENDERER

Held at _____ on _____
(Place) (Date)

RESOLVED THAT:

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

**TENDER NUMBER:
GMT034/25-26 – TENDER FOR THE RENDERING OF PROFESSIONAL LEGAL
SERVICES TO GEORGE MUNICIPALITY, AS AND WHEN REQUIRED, FROM DATE OF
APPOINTMENT UNTIL 30 JUNE 2029**

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

_____ and
_____ and

2. Mr/Mrs/Ms _____

In his/her capacity as _____

and who will sign as follows: _____
(SPECIMAN SIGNATURE)

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

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

(Physical Address) _____

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

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

JOINT VENTURE

Only to be completed if applicable

| | |
|---|---|
| Name of Joint Venture: | |
| Names of Each Enterprise: | |
| (1) Name and Address of Enterprise: | |
| (2) Name and Address of Enterprise: | |
| (3) Name and Address of Enterprise: | |
| Has an original valid Tax Clearance Certificate been submitted for each enterprise? | YES <input style="width: 40px; height: 20px;" type="checkbox"/> NO <input style="width: 40px; height: 20px;" type="checkbox"/> |
| CIDB Registration Number(s), if any: | |

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

SIGNED ON BEHALF OF JOINT VENTURE _____

SCHEDULE OF SUB-CONTRACTORS

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

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

| Sub-Contractor's Name | Work Activities to be undertaken by the Sub-Contractor/s | Work Recently Executed by Sub-Contractor/s |
|-----------------------|--|--|
| | | |

TENDER SPECIFICATIONS

1. NATURE OF SERVICES REQUIRED

Tenders are hereby invited from suitably qualified and experienced law firms employing admitted attorneys to tender for the rendering of professional legal services to George Municipality, as and when required, from date of appointment until 30 June 2029.

The Municipality intends to establish a panel of attorneys comprising sub-panels to render legal advisory services in respect of the various categories of service as set out herein. Instructions for the rendering of legal services will be issued as and when required. No assurance is given that any service provider on the panels will receive instructions during the term of contract, and the service provider bears the sole risk of incurring any costs associated with compliance with the tender conditions.

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

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

2. CONTRACT DURATION

The envisaged commencement date for the required services is from date of final award except as where indicated otherwise. This is a multi-year tender, hence, the tender will run over 3 (three) financial years, ending June 2029, broken down as follows:

- i. Year 1 (2026/27) - Date of appointment until 30 June 2027;
- ii. Year 2 (2027/28) - 1 July 2027 until 30 June 2028; and
- iii. Year 3 (2028/29) - 1 July 2028 until 30 June 2029.

The tender rates must be firm from date of appointment until 30 June 2029. Matters envisaged not to be finalised by the end of the contract term should be finalised within a maximum period of 12 (twelve) months thereafter on the same terms and conditions of this tender. The 12 (twelve) month period may only be extended upon the service provider submitting adequate written reasons / a motivation to the Municipality at the latest on 31 December 2029 or consideration, who will in its sole discretion grant permission for an extension, in accordance with prescribed supply chain procedures.

3. SCOPE OF SERVICES REQUIRED

Services required are divided into the following 7 (seven) areas of law, each with its own subcategories, specifications and requirements as per par. 3.1 to 3.8 below. All areas of law include services related to Magistrate, High Court and Courts of Appeal litigation as well as other dispute resolution as and when required.

3.1 General legal advisory services

3.1.1 Particulars of services required.

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

- 3.1.1.1 Public and Municipal Law.
- 3.1.1.2 Town Planning and Environmental Law.
- 3.1.1.3 Building/Building Control/Construction Law (General Condition of Contract for Construction Works: Claims, Disputes and Adjudication Procedure.
- 3.1.1.4 Labour Law.
- 3.1.1.5 Supply Chain Management.
- 3.1.1.6 Commercial Law.
- 3.1.1.7 Intellectual Property.
- 3.1.1.8 Eviction Services (P.I.E and ESTA).
- 3.1.1.9 Insurance Law/ Construction Insurance (Professional Indemnity (PI))/ Contractors All Risk (CAR)/ Performance)/Guarantee and Insurance Broker Warranty/ Familiar with Policy Schedule; Policy wording; Scope of works and Contract.

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

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

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

Only bidders that have good knowledge of George Municipality's emergency housing provision programme and rendered this service to George Municipality or other local authority, will be considered for appointment to the panel for this category of work. Tenderers must explain their experience in the relevant field within Annexure A.

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

The Municipality require services of law firms who have extensive capacity and experience of

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

The service *inter alia* entails:

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

Only bidders that have good knowledge of municipal insurance matters and rendered this service to George Municipality or other local authority, will be considered for appointment to the panel for this category of work. Tenderers must explain their experience in the relevant field within Annexure A

3.1.2 Essential requirements for this category of service

Bidders who fail to comply with any of the requirements will be regarded as non-responsive.

3.1.2.1 Only suitably qualified and experienced law firms employing admitted attorneys with relevant experience in the above categories of service will be considered. Ensure that a suitably qualified legal representative with the proper right of appearance attends any court proceedings or hearings with the Municipality at all times.

3.1.2.2 A panel of service providers for each of the categories of service will be established.

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

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

3.1.2.5 Only qualified attorneys with manned operational offices in the George Municipal Area will be considered for this category. *Bidders are to note the content of Paragraph 4.26 in this regard.*

3.1.2.6 Bidders are also required to submit at least 3 (three) independent Bidders references. See Annexure “C” hereto.

3.2 Drafting of By-laws and Policies

3.2.2 Particulars of services required.

The appointed service provider is to provide the following services:

Services are required from service provider:

- a) to evaluate, revise and either amend or re-write (where applicable) the current by-laws and/or policies in order to meet the project objective and to ensure that these by-laws and/or policies comply with the requirements of the Constitution, with specific reference to Section 152 of the Constitution, as well as all other applicable legislation, including the Consumer Protection Act, 2008;
- b) draft new by-laws and/ or policies;
- c) to liaise/consult with the directorates concerned regarding the respective by-laws and/or policies;
- d) to submit reports to the necessary authority for approval of draft by-laws and/or policies;
- e) to workshop with council and senior management for approval of draft by-laws and/or policies;
- f) to consult, where necessary, with relevant role-players identified by the Municipality (e.g. the Department of Justice, public prosecution officials and the South African Police Services), in an attempt to ensure effective law enforcement in terms of revised by-laws;
- g) to effect possible amendments to draft by-laws (and/or policies) after the public participation process;
- h) to provide final by-laws in electronic format, in both English and Afrikaans;
- i) to compile fine schedules for new and revised by-laws and to obtain approval thereof by the relevant magistrates in the George municipal region in terms of section 57(5) of the Criminal Procedure Act, 1977;
- j) to conduct the training of relevant staff members on the content of amended by-laws and fine schedules and policies;
- k) to assist the municipal administration in ensuring that the Municipal Code is amended/updated in accordance with the scope and terms of reference of this tender.

3.2.3 Essential requirements for this category of service

Bidders who fail to comply with any of the requirements will be regarded as non-responsive.

3.2.3.1 Only duly qualified individuals or law firms with relevant experience in drafting by-laws and policies will be considered.

3.2.3.2 Bidders are required to submit a memorandum setting out the qualifications, capacity and experience of each duly qualified individual and/or 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.

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

3.2.3.4 Bidders are also required to submit at least 3 (three) independent Bidders references. See Annexure "C" hereto.

3.3 Specialist Practitioners

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

Firms with the prescribed knowledge and experience as prescribed above, are invited to register on the Panel. Please note that it is not a requirement for these practitioners to have manned operational offices in George, nor is it a requirement that these practitioners must have a legal background, although it will be an advantage. A written motivation of the firm's knowledge and experience with regards to the fields mentioned above, must accompany each application for registration on the Panel.

Specialist Practitioners must be enrolled with a Professional Registered Body and must produce written prove of their enrolment. Service providers should demonstrate experience and expertise in conducting, providing and managing forensic investigations at either private or public sector institutions. The allocated team/s must collectively possess the expertise to conduct investigations/ forensic investigations.

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

- a) To act as an independent suitably qualified and experienced service provider to conduct investigations.
- b) Liaise with the Office of the Municipal Manager, Internal Audit and Legal and Compliance Services in order to co-ordinate activities and processes.
- c) Identify instances of non – compliance with laws and legislation, policies and procedures as well as instances of fraud and corruption.
- d) Make appropriate findings, conclusions and recommendations based on the evidence gathered.
- e) Enable the Municipality to implement consequence management and corrective actions where individuals are found to have transgressed, or irregularities have occurred. Thus, including report factual findings and advise

the Municipality of recommended course of action relating to remediation of control weaknesses that led to potential fraud, mismanagement, etc.

- f) Write and present comprehensive report(s) and present these to appropriate forums. This includes progress reporting on matters when requested (at no cost).
- g) In instances where irregularities or misconduct has been confirmed, recommend the appropriate course of action to be instituted by the Municipality.
- h) Provide support in subsequent disciplinary processes – e.g., as witness leading evidence in disciplinary processes.
- i) Attend meetings as required by the Municipality (at no cost).

3.3.2.1 Essential requirements for this category of service

Bidders who fail to comply with any of the requirements will be regarded as non-responsive.

3.3.2.2 Bidders are required to submit a memorandum (See Annexure B) demonstrating their capacity and experience in respect of the above services required.

3.3.2.3 The Pricing Schedule marked MBD 3.3, must be completed in respect of the specialist practitioners offering the services.

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

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

3.4 Property Law, Conveyancing and Notarial Registrations: General and Specialized

3.4.1 Particulars of services required

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

The Municipality is involved in property transactions ranging from basic lease and

sale transactions to advanced transactions such as expropriation and complicated commercial/industrial transactions. The latter transactions often include a range of planning, environmental and other development related legislative requirements. Conveyancers should have a good understanding of such legislation. Only qualified conveyancers who have experience of more advanced property transactions of the aforesaid nature will be considered for such transfers. Other service providers will be utilized for basic or ordinary transactions and/or conveyancing matters.

Two separate panels in respect of both General and also Specialised Conveyancing services will be established. (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 schemes (see par 3.5 below) and old housing schemes (see par 3.6 below).

3.4.2 Essential requirements for this category of service

Bidders who fail to comply with any of the requirements will be regarded as non-responsive.

3.4.2.1 Bidders are required to submit a memorandum (See Annexure B) demonstrating their capacity and experience in respect of less and more complicated transactions as set out in 3.4.1 above in respect of each conveyancer in a law firm who offers services in this category of service. 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.

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

3.4.2.3 Only qualified conveyancers/notaries within the George Municipal area with an established manned operational office, occupied fulltime by a qualified conveyancer/notaries, will be considered for this service. *Bidders are to note the content of Paragraph 4.26 in this regard.*

3.4.2.4 The Pricing Schedule marked MBD 3.3 and Annexure D must be completed in respect of the conveyancer/s in the bidding law firm offering a service.

3.5 Conveyancing services: State subsidized housing schemes

3.5.1 Particulars of service required

This category calls for bids for the rendering of conveyancing services in respect of the transfer of housing units in State subsidized housing schemes. The Municipality intends to appoint a maximum of 2 (two) firms of attorneys to render conveyancing services in subsidized housing projects as undertaken by the Municipality.

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

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

- 3.5.1.1 the drafting as well as signing of transfer documents, if needed. Signing will take place on a group basis (if possible, otherwise individually) at a venue to be arranged by the Municipality;
- 3.5.1.2 the signing of Deeds of Sale on behalf of the Municipality if needed, for which the required Power of Attorney will be provided;
- 3.5.1.3 application for and obtaining of rates clearance certificates at the local municipal authority, using the relevant programmes of George Municipality;
- 3.5.1.4 application for and obtaining of Transfer Duty Certificate / Exemption from Receiver of Revenue (SARS), using the relevant programmes of George Municipality;
- 3.5.1.5 lodging of individual transfer documents at the Deeds Office for the registration of the individual transfers of the erven in the name of the purchaser(s);
- 3.5.1.6 all Title Deeds must be delivered to the Municipality (, Manager: Housing Administration) for issuing to the newly registered owners; and
- 3.5.1.7 deed of sale, duly signed by the purchasers, will be forwarded to the appointed attorney of the relevant individual transaction (unless the attorney is requested to attend to this in terms of paragraph 3.5.1.1 above). Administrative assistance will also be provided by the Municipal Housing Section for the signing of the transfer documents.

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

Transfers in state subsidised housing schemes are funded from housing project funding as allocated by the provincial government. Pre-determined conveyancing fees as amended as and when required by the provincial government, will apply. The maximum fee currently amounts to **R1,350.00 per transfer (VAT included)**. Note that this fee is subject to change by the Provincial government as and when required and will be adjusted accordingly to these changes. This fee is also not subject to any escalations. All other work related to a housing project, other than those listed above, **will be at fixed fees** (see Par 6 hereof) which must be billed separately.

The maximum fee for the following currently amounts to the fees listed in the table below (VAT included)

| Item (Cost of Menu) | Cost (VAT included) |
|-----------------------------------|---------------------|
| Certificate of Registered Title | R5,500.00 |
| Certificate of Consolidated Title | R10,500.00 |
| Township register | R15,000.00 |
| Reg 68 (1) | R3,000.00 |
| Bond Cancellation | R2,500.00 |
| Rectification Deed | R2,500.00 |
| Rectification Transfer | R10,000.00 |

Since funding for transfers are received for a specific period, it is requested

that all transfers are finalised within a period of three (3) months from date of instruction.

3.5.2 Essential requirements for this service

Bidders who fail to comply with any of the requirements will be regarded as non-responsive.

3.5.2.1 Only bidders who offer to perform this service at a fee up to the pre-determined maximum fee as determined as and when required, will be considered for the panel.

3.5.2.2 Bidders are required to submit a memorandum setting out their capacity and experience in respect of low-cost housing transactions as set out in 3.5.1 above (See Annexure B). 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.

3.5.2.3 The Pricing Schedule marked MBD 3.3 and Annexure E must be completed.

3.5.2.4 A certificate/documents confirming admittance as a conveyancer.

3.5.2.5 Attorneys must have at least one staff member dedicated to low-cost housing project transfers.

3.5.2.6 A manned operational office for the duration of the tender, occupied fulltime by a qualified conveyancer/notaries, will be considered for this service. A time period of 30 days after the award of the tender will be allowed in order to comply. *Bidders are to note the content of Paragraph 4.26 in this regard.*

3.6 Conveyancing services: Old scheme properties

3.6.1 Particulars of service required

This category calls for bids for the rendering of conveyancing services in respect of the transfer of housing units in old scheme properties, thus all other scheme properties not falling under subsidized housing projects as undertaken by the Municipality (see paragraph 3.5 above). The Municipality intends to appoint a maximum of 2 (two) firms of attorneys to render conveyancing services in old housing scheme properties.

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

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

- 3.6.1.1 the drafting as well as signing of transfer documents if needed. Signing will take place on a group basis (if possible, otherwise individually) at a venue to be arranged by the Municipality;
- 3.6.1.2 the signing of Deeds of Sale on behalf of the Municipality if needed, for which

- the required Power of Attorney will be provided;
- 3.6.1.3 application for and obtaining of rates clearance certificates at the local municipal authority, using the relevant programmes of George Municipality;
 - 3.6.1.4 application for and obtaining of Transfer Duty Certificate / Exemption from Receiver of Revenue (SARS), using the relevant programmes of George Municipality;
 - 3.6.1.5 lodging of individual transfer documents at the Deeds Office for the registration of the individual transfers of the erven in the name of the purchaser(s);
 - 3.6.1.6 all Title Deeds must be delivered to the Municipality (, Manager: Housing Administration) for issuing to the newly registered owners; and
 - 3.6.1.7 deed of sale, duly signed by the purchasers, will be forwarded to the appointed attorney of the relevant individual transaction (unless the attorney is requested to attend to this in terms of paragraph 3.6.1.1 above). Administrative assistance will also be provided by the Municipal Housing Section for the signing of the transfer documents.

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

Transfers of old scheme properties in old housing schemes are funded from funding as allocated by the provincial government. Pre-determined conveyancing fees as amended as and when required by the provincial government, will apply. The maximum fee currently amounts to **R3,500.00 per transfer (VAT included)**. Note that this fee is subject to change by the Provincial government as and when required and will be adjusted accordingly to these changes. This fee is also not subject to any escalations. All other work related to a housing project, other than those listed above, **will be at fixed fees** (see Par 7 hereof) which must be billed separately.

The maximum fee for the following currently amounts to the fees listed in the table below (VAT included)

| Item (Cost of Menu) | Cost (VAT included) |
|-----------------------------------|---------------------|
| Certificate of Registered Title | R5,500.00 |
| Certificate of Consolidated Title | R10,500.00 |
| Township register | R15,000.00 |
| Reg 68 (1) | R3,000.00 |
| Bond Cancellation | R2,500.00 |
| Rectification Deed | R2,500.00 |
| Rectification Transfer | R10,000.00 |

Since funding for transfers are received for a specific period, it is requested that all transfers are finalised within a period of three (3) months from date of instruction.

3.6.2 Essential requirements for this service

Bidders who fail to comply with any of the requirements will be regarded as non-responsive.

- 3.6.2.1 Only bidders who offer to perform this service at a fee up to the pre-determined maximum fee as determined as and when required, will be considered for the panel.
- 3.6.2.2 Bidders are required to submit a memorandum setting out their capacity and experience in respect of old housing scheme transactions as set out in 3.6.1 above (See Annexure B). 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.
- 3.6.2.3 The Pricing Schedule marked MBD 3.3 and Annexure F must be completed.
- 3.6.2.4 A certificate/documents confirming admittance as a conveyancer.
- 3.6.2.5 Attorneys must have at least one staff member dedicated to low-cost housing project transfers.
- 3.6.2.6 A manned operational office for the duration of the tender, occupied fulltime by a qualified conveyancer/notaries, will be considered for this service. A time period of 30 days after the reward of the tender will be allowed in order to comply. *Bidders are to note the content of Paragraph 4.26 in this regard.*

3.7 Investigations in terms of Code of Conduct for Councillors

3.7.1 Particulars of service required

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 by the Speaker. After investigation it may be required to act as initiator at hearings for councillors and to assist the chairperson of the Disciplinary Committee to prepare a report with findings to Council for consideration.

3.7.2 Essential requirements for this category of service

Bidders who fail to comply with any of the requirements will be regarded as non-responsive.

- 3.7.2.1 Only duly qualified individuals or law firms with relevant experience in investigating transgressions in terms of the Code of Conduct for Councillors and initiator services will be considered.
- 3.7.2.2 Bidders are required to submit a memorandum setting out their experience in respect of the required services as set out in 3.7.1 above. (See Annexure B). 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.
- 3.7.2.3 The Pricing Schedule marked MBD 3.3, must be completed.

- 3.7.2.4 Only qualified attorneys with manned operational offices in the George Municipal Area will be considered for this category. *Bidders are to note the content of Paragraph 4.26 in this regard.*

3.8 Debt Collection

3.8.1 Particulars of service required

This service will only start operating when the current tender FIN032/2024 Debt Collection Litigation comes to an end on 30 June 2026. This tender will only apply to new matters after the awarding thereof. The existing service providers will continue with all matters which have been handed over prior to the current tender coming to an end.

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

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

3.8.1.1 Debt Collection Services:

- Account Review & Validation
- Tracing the Debtor
- Initial Contact
- Letter of Demand
- Summons
- Mediation or Settlement Negotiation
- Judgment
- Judgment Letter
- Execution Against Movable Property
- Financial Inquiry (Section 65 Proceedings)
- Execution Against Immovable Property

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

3.8.1.3 Do own investigation on properties when necessary.

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

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

3.8.1.6 The ability to trace debtors as part of the collection process, provided that this service is supplied on a 'no trace no charge' basis.

3.8.1.7 The successful tenderer will be required to assist with the interpretation and implementation of relevant current, new or amended legislation, as and when required and therefore should have sound knowledge, experience and

a proven success record in litigation and debt collection.

- 3.8.1.8 The successful tenderer must assess and report to the Municipality on the prospects and cost effectiveness of the recovery of debt on a monthly basis.
- 3.8.1.9 The successful tenderer must prepare monthly progress reports on each debt handed over, confirming debtor and property inspection physically, as well as any other necessary reporting aspects as may be required by the Municipality, which will have to be provided electronically on a prescribed Excel Worksheet to the Municipality (at no cost to the Municipality or debtor). This report must be discussed with the Municipality at weekly feedback meetings (at the cost of the service provider).
- 3.8.1.10 All monies collected (payments received) on behalf of the Municipality must be received on the municipal financial system and paid in directly to the Municipality's primary bank account. Note that a remote login to the municipal financial system and any other system that may be required to perform the required to function as outlined in this section will be provided by the Municipality. The municipal computer infrastructure is virtual and running on Azure. For queries regarding the IT requirements of this section, Mr Renaldo Coetzee, the Deputy Director: Revenue Management can be contacted.
- 3.8.1.11 Any other debt collection related matter at the sole discretion of the Municipality.
- 3.8.1.12 The successful tenderer must have the necessary infrastructure and have sufficient experience in the effective handling of bulk debt collection for large institutional clients.
- 3.8.1.13 The successful tenderer must have adequate staff with the necessary skills and relevant experience acceptable to the Municipality, and capacity to perform duties.
- 3.8.1.14 The successful tenderer must conduct its business during the business hours of the Municipality and must be easily accessible to debtors and municipal staff and must have a manned office based in George.
- 3.8.1.15 The successful tenderer must operate an acceptable electronic process when providing the following:
 - 3.8.1.15.1 Submission of all costs incurred, and all payments received from debtors.
 - 3.8.1.15.2 The creation of a payment and fees file in a predetermined electronic format.
 - 3.8.1.15.3 The successful tenderer must prepare monthly progress reports on each debt handed over and on the highest debtors, which will have to be provided electronically in the format as prescribed by the Municipality.

The data required will inter alia be as follows:

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

- 3.8.1.16 The successful tenderer will operate a legal matters debt collection software
- 3.8.1.17 The successful tenderer will give the municipality access to their legal matters debt collection software.
- 3.8.1.18 It is the intention of the Municipality to award this section only to one (1) service provider from whom legal services (debt collection) will be required.

3.8.2 Essential requirements for this category of service

Bidders who fail to comply with any of the requirements will be regarded as non-responsive.

- 3.8.2.1.1 Bidders are required to submit a memorandum setting out their experience in respect of the required services (See Annexure B). 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.
- 3.8.2.1.2 The Municipality also reserves the right to request the collection of debt for a specified category according to the debt amount outstanding, which collection will be remunerated on rates based on the success rate of the service provider.
- 3.8.2.1.3 Only admitted attorneys with the capacity to deliver this service with experienced staff and proven debt collection experience for large institutional clients will be considered.
- 3.8.2.1.4 Only qualified attorneys with manned and operational offices in the George Municipal Area will be considered for this category. *Bidders are to note the content of Paragraph 4.26 in this regard.*
- 3.8.2.1.5 The Pricing Schedule marked MBD 3.3 and Annexure G must be completed accordingly.

4. GENERAL CONDITIONS AND SERVICE STANDARDS

- 4.1 Successful service providers must report as and when required by the Municipality but at least on a monthly basis, at no charge, as to work progress on all matters/work allocated. The report must contain relevant information/ format as required by the Municipality in respect of each service category Service providers are also required to respond to annual inquiries from the Auditor-General as part of their contractual reporting obligations.
- 4.2 The acceptance of bids and the placement on the panel of services for a particular category of service should not be construed as assurance that any work or any amount of work will be awarded to a bidder during the contract term and the service provider bears the sole risk of incurring any costs associated with compliance with the tender conditions.
- 4.3 A service level agreement will be entered into with all law firms/ individuals (as the case may be) to whom actual work instructions are issued.

- 4.4 Successful tenderers must be admitted attorneys, as well as conveyancers and notaries in respect of conveyancing services, unless otherwise indicated.
- 4.5 Successful tenderers must be a law firm registered with the relevant Legal Practice Council as well as being in existence for three (3) years from registration (Proof of date of registration with the relevant Legal Practice Council must be submitted with the tender). Note the exception in this regard pertaining to paragraph 3.3. Special Practitioners.
- 4.6 The successful tenderers, by acting as agents for the George Municipality, will be required to adhere to the principles and conditions of legislation and policies/frameworks applicable to the relevant category of work.
- 4.7 Existing service providers who are not placed on the panel of service providers for this tender, will continue with all matters which have been handed over to them prior to the award of this tender.
- 4.8 Work instructions issued to service providers up to 30 June 2029 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 GMT034/25-26.
- 4.9 Any conflict of interest that may develop or be discovered during the project duration, will affect work allocation. In such event the Municipality reserves the right to cancel the existing agreement and demand that all information, documents and property of the Municipality be returned forthwith. No instruction will be made where, in the view of the Municipality, a conflict of interest exists at the time of issuing of instructions.
- 4.10 It is required of service providers, prior to acceptance of any instruction, to declare any interest it has in an assignment as well as declare any possible conflicts of interest that may prohibit the service provider from performing such instruction.
- 4.11 The successful tenderer must have the necessary infrastructure, a sound knowledge of relevant legislation, capacity, experience and proven success record in the category of service tendered for, in order to be in a position to protect the Municipality's interest in matters referred to it by the Municipality.
- 4.12 The successful tenderers must demonstrate that adequate staff with the necessary skills and relevant experience acceptable to the Municipality, are available to perform the duties.

The successful tenderers shall be required to conduct its business during ordinary business hours, being Monday to Friday (08:00 – 17:00) and shall remain readily accessible to municipal staff. In the event of emergencies, or where after-hours work is required during public holidays or festive season, such services may be requested, in which case the tendered rates shall apply.
- 4.13 The successful tenderers shall at all times comply with the provisions of the POPI Act (Act 4 of 2013) to the extent required.
- 4.14 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.

- 4.15 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 an advocate and a correspondent attorney provided that the Tenderer remains responsible for and in control of (as appropriate and reasonable) the rendering of all professional legal services and other services as determined herein.
- 4.16 In the event that there are any changes to the Tenderer's Lead Attorney/ Person (par 3.3) or Other Key Personnel, the Tenderer shall be required to inform the Municipality in writing within 14 (fourteen) days of such a change, accompanied by a detailed CV of the new person. The CV of the new person will be evaluated.
- 4.17 Successful tenderers will be required to be registered on the Municipality's database of Service Providers before work orders are issued.
- 4.18 An invoice, at no cost to the Municipality (thus no drawing fees) must be submitted on completion of work or on a monthly basis, as per the approved and fixed tariffs as per Par 7 hereof. Should work not be completed by 30 June of each year, the service provider must render an account in respect of services rendered prior to 30 June in order to ensure that the Municipality is in a position to settle such invoices as part of financial year end procedures (Year end 30 June). Where a matter / work allocated has been indicated as confidential 2 (two) invoices will be submitted, the one being a detailed invoice and the other a reduced invoice as indicated by the Municipality. Both shall adhere to the aforementioned requirements.
- 4.19 A law firm which is in good standing with the relevant Legal Practice Council taking into consideration the provisions of the Legal Practice Act, No. 28 of 2014 (proof in the form of a valid letter of good standing from the relevant Legal Practice Council must be submitted with the tender for each practitioner rendering services in terms of this tender). Copies of the latest letter of good standing must be submitted annually during the contract term
- 4.20 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.
- 4.21 The Municipality reserves the right to cancel the appointment of any service provider and to remove such service provider from the panel if:
 - 4.21.1 The qualified individual / firm/legal practitioner/ person is struck off/suspended from the rolls of practicing attorneys/advocates or relevant body;
 - 4.21.2 It is found that the qualified individual/ firm/ legal practitioner/ person has acted in an unlawful or unethical manner; or
 - 4.21.3 Work performance is deemed by the Municipality to be below the required standard.
- 4.22 The Municipality reserves the right to increase or decrease the scope of the service required as determined by the prevailing circumstances at the time.

- 4.23 The Municipality may perform background verification on information provided by the bidder(s).
- 4.24 The Municipality shall under no circumstances, accept any sub-standard services, for whatsoever reason, during the term of the contract.
- 4.25 The Municipality will not be held responsible for any claims arising as a result of injury or losses sustained by the Service Provider or his / her employees during the period of the contract or such period as for which extended.
- 4.26 Tenderers must establish within one (1) month after the date of award a manned and operational office in the George Municipal area for the duration of the tender with qualified and equipped personnel (relevant to the specific category of law) to be eligible to receive instructions for the following areas of law:

3.1, 3.4.3.5, 3.6, 3.7 and 3.8

5. SPECIAL CONDITIONS: EVALUATION AND TENDER AWARD

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

- 5.1 The Municipality intends to appoint service providers 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.
- 5.2 In terms of Section 2(1)(f) of the Preferential Procurement Policy Framework Act (Act 5/2000) the following objective criteria will apply to this tender:
 - 5.2.1 The Municipality reserves the right to issue work instructions to any bidder 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.
- 5.3 Bidders will be deemed non-responsive if they do not comply with any one of the essential requirements for services as listed above.
- 5.4 The Municipality reserves the right, to clarify any aspect related to a tender submitted, if deemed necessary.

6. BRIEFING OF COUNSEL

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

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

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

7. FEES

Save for time-based work which are tendered for (see Pricing Schedule 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: -

7.1 Non-litigious fees

In accordance with the Guidelines for Taxing Committees for the Assessment of non-litigious fees issued by Legal Practice Council: Western Cape amended as and when required.

7.2 Litigious fees

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

7.3 Calculated fees

All fees in terms of 7.1 and 7.2 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.

7.4 Fees for debt collection services

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

7.5 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 January of each year will apply to time-based fees, unless otherwise indicated in the Pricing Schedule. Time based fees will also apply to after hour work in cases of emergency.

7.6 Lump Sum Fees

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

7.7 Disbursements

Disbursement as set out hereunder will apply:

| NATURE OF DISBURSEMENT | METHOD OF CALCULATION |
|---|---|
| Advocate fees | Actual cost |
| Correspondent Attorneys | Actual cost |
| Sheriff fees | Actual cost |
| Courier fees | Actual cost |
| Windeed (or other electronic) deeds searches | Actual cost |
| Travel cost | In accordance with the Law Society's prescribed rate |
| Accommodation cost | As per prior arrangement. Queries in this regard can be directed to Mr Duane Scholtz, Deputy Director: Expenditure & SCM |
| Tracing and ancillary (debt collection service) | Actual cost Note the content of Par 3.7.1.5 |

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

8. EVALUATION SYSTEM AND FUNCTIONING OF PANEL OF SERVICE PROVIDERS

8.1 Phase 1: Pre-qualification

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

8.2 Phase 2: Functionality

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 96 points out of 120 in this assessment in order to proceed to the next phase of Price, B-BBEE status, and Specific Goals.

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

8.3 Panel of service providers

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

Section 1: Sub-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 for each category of service 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.

NB: Work instructions will generally be issued on a rotation basis to service providers on the respective sub-panels. The Municipality however reserves the right to deviate from strict rotation and 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.

This tender will be evaluated in four phases, namely: Eligibility, Pre-qualification, Functionality and Price and Preferential Points.

Eligibility

Only those service providers who satisfy the following eligibility criteria are eligible to submit tenders:

- i. A law firm registered with the relevant Legal Practice Council as well as being in existence for three (3) years from registration (Proof of date of registration with the relevant Legal Practice Council must be submitted with the tender).
- ii. A law firm which is in good standing with the relevant Legal Practice Council taking into consideration the provisions of the Legal Practice Act, No. 28 of 2014 (proof in the form of a valid letter of good standing from the relevant Legal Practice Council must be submitted with the tender).
- iii. A law firm which has a valid fidelity fund certificate or proof of application for renewal taking into consideration the provisions of the Legal Practice Act, No. 28 of 2014 (proof thereof must be submitted with the tender).

9. CONDITIONS PERTAINING TO THE SUBMISSION OF TENDERS

9.1 Tender closing date & Tender Submission

The tender documents, as indicated below, duly signed and sealed in an envelope marked “**GMT034/25-26**” must be placed in the tender box at the George Municipality Main Building, 71 York Street, on the 5th Floor, not later than **12:00** on the date specified in the advertisement of this tender. **Late tenders will not be considered.**

9.2 Validity Period

This offer shall remain open for acceptance by the Municipality for a period of 120 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.

9.3 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.

9.4 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.

9.5 General Conditions: Tender submission

- 9.5.1 The bidder must ensure that tenders are deposited in the correct tender box (as indicated in the tender notice).
- 9.5.2 Any tender received after the closing date and time for receipt of this tender (as indicated in the notice) will NOT be considered.

- 9.5.3 Any tender which does not include all the required information and documentation as indicated in this document above, may be rejected.
- 9.5.4 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.
- 9.5.5 The Municipality will not be liable for any costs incurred in the preparation and submission of tenders.
- 9.5.6 Tenders will be disqualified if the tender requirements are not met.
- 9.5.7 A non-refundable fee will be payable for this document.

10. ENQUIRIES

| CATEGORIES | CONTACT PERSON AND DETAILS |
|---------------------------------|--|
| Category 3.1, 3.2, 3.3, and 3.7 | <p>Kurt Paulse Senior Manager: Legal Support Section: Legal and Compliance Services Tel: 044 801 9179 E-mail: kpaulse@george.gov.za</p> <p>Warren Muller Senior Manager: Legal Services Section: Legal and Compliance Services Tel: 044 801 9072 E-mail: wmmuller@george.gov.za</p> |
| Category 3.4 | <p>Donnie Gelderbloem Manager: Investment Properties (Section: Planning and Development) Tel: 044 801 9073 Email: dmgelderbloem@george.gov.za</p> |
| Category 3.5 and 3.6 | <p>Simnikiwe Mbekushe Deputy Director: Human Settlements Section: Planning and Development Tel: 044 802 2019 Email: smbekushe@george.gov.za</p> |
| Category 3.8 | <p>Carey Jansen van Vuuren Manager: Credit Control Section: Finance Tel: 044 801 9177 Email: cedwards@george.gov.za</p> |

I, the undersigned, for and on behalf of the bidder, hereby confirm that I/we understand the information as stated above and that I/we will comply with all of the above.

.....
Name (print)

.....
Signature

.....
Capacity

.....
Date

PRICING SCHEDULE – FIRM PRICES
(PROFESSIONAL SERVICES)

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

Name of bidder.....Tender number:
GMT034/25-26 – Rendering of Professional Legal Services

Closing Time: 12h00

Closing Date: 16 March 2026

OFFER TO BE VALID FOR 120 DAYS FROM THE CLOSING DATE OF BID. HEREAFTER 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 (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.

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 George Municipality is **4630193664**.

MBD 3.3 (CONTINUED)**PRICING SCHEDULE (CONTINUED)****N.B.**

1) Fees must be per hour and include VAT. The time-based fee will escalate by 6% per annum effective on 1 January of each year (1st escalation on 1 January 2027), 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.

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/ Building Control/ Construction Law | | 1. | | R...../hr |
| | | 2. | | |
| 4. Labour Law | | 1. | | R...../hr |

| | | | | |
|--------------------------------------|--|----|--|-----------|
| | | 2. | | |
| 5. Supply Chain Management | | 1. | | R...../hr |
| | | 2. | | |
| 6. Commercial Law | | 1. | | R...../hr |
| | | 2. | | |
| 7. Intellectual Property | | 1. | | R...../hr |
| | | 2. | | |
| 8. Eviction Services | | 1. | | R...../hr |
| | | | | |
| | | 2. | | |
| 9. Insurance Law | | 1. | | R...../hr |
| | | | | |
| | | 2. | | |
| 10. Drafting of By-laws and Policies | | 1. | | R...../hr |
| | | 2. | | |

| Category of service | Service offered (Yes/No) | Name and position of Lead Attorney/s (A maximum of 2 Lead Attorneys per category is allowed) | Experience in this field (years) | Time based fee per hour - VAT incl. |
|--|--------------------------|--|----------------------------------|--|
| 11. Specialist Practitioners | | 1. | | R...../hr |
| | | 2. | | |
| 12. Property Law, <u>general</u> conveyancing services and notarial registrations. | | 1. | | R...../hr |
| | | 2. | | |
| 13. Property Law, <u>specialised</u> conveyancing services and notarial registrations. | | 1. | | R...../hr |
| | | 2. | | |
| 14. Conveyancing services: State subsidized housing schemes | | 1. | | Fixed fee of R2,109 (per transfer- VAT included) Annual 6% escalation does not apply. Fixed fees per par 6 of Terms of Reference will apply for ad-hoc services. |
| | | 2. | | |
| 15. Conveyancing old scheme properties | | 1. | | Fixed fee of R2,700(per transfer- VAT included) Annual 6% escalation does not apply. Fixed fees per par 6 of Terms of Reference will apply for ad-hoc services. |
| | | 2. | | |

| | | | | |
|--|--|----|--|---|
| | | | | |
| 16. Investigations in terms of Code of Conduct for Councillors | | 1. | | R...../hr |
| | | 2. | | |
| 17. Debt Collection | | 1. | | R...../hr % Commission charged per R100 collected. |
| | | 2. | | |

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 their unique person identification number (pin) issued by SARS to enable the Municipality to view the taxpayer's profile and tax status. | | | |
| 3. Completed the pricing schedule (MBD 3.3) | | | |
| 4. Completed and signed declaration of interest (MBD 4) | | | |
| 5. Completed and signed MBD5 | | | |
| 6. Completed and signed declaration in order to claim preference points (MBD 6.1) and B-BBEE certificate | | | |
| 7. Completed and signed declaration of bidder's past supply chain management practices (MBD 8) | | | |
| 8. Completed and signed certificate of independent bid determination (MBD 9) | | | |
| 9. Completed and signed certificate for municipal services and payments to service providers (attach municipal accounts not older than 30 days) | | | |
| 10. Signed declaration for understanding and complying with technical specifications | | | |
| 11. Bidder to initial every page of this bid document | | | |
| 12. Proof of qualified attorneys/conveyancers/notaries within the George Municipal area with an established manned and operational office, occupied fulltime by qualified and equipped personnel (refer to Paragraph 4.26). The bidder will have 30 days after date of appointment to comply with this requirement. | | | |

CERTIFICATION

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

.....
Name (print)

.....
Signature

.....
Position

.....
Date

ANNEXURE A**CONTRACT: GMT034/25-26: RENDERING OF LEGAL SERVICES****ASSESSMENT OF 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 criteria and scoring method as set out below will be used. Overall, five criteria will apply, however not all of the five criteria will necessarily apply to all categories of law. The last column of the table below indicates to which of the categories of services, the relevant criterion will apply. **Each of the categories of service tendered for will be assessed separately.**

1.3 A total score of 80% per category of law tendered for must be achieved to proceed to the next level of evaluation (Price, B-BBEE status and Specific Goals). Tenderers that fail to achieve the minimum score for functionality will not be eligible for evaluation and the tender offer will be rejected. Only those bidders scoring 80 points and higher will be considered in the second stage of the evaluation, where bids will be assessed based on the 80/20-point system.

1.4 The assessments shall be scored independently by not less than two evaluators.

1.5 The overall assessment criteria are as follows:

The tenderer shall provide detail of their capacity in terms of clause 10.3.1 as stipulated above. Substantiating documentation to be attached with the tender document upon submission. All relevant information requested based upon which up to **20 points** for functionality will be awarded to the tenderer in this regard.

| Assessment criteria | Sub-criteria | Maximum number of points | Category of law to which criterion will apply |
|--|------------------------------------|---------------------------------|--|
| 1. Tenderer's capacity (single assessment per firm, irrespective how many categories are tendered for) | Tenderer organisation and staffing | 20 | All categories of law excluding Labour Law and Code of Conduct Investigations, |

| | | | |
|---|---|------------|---|
| | | | specialist and by-law/policies. |
| 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 (e.g., Admitted attorneys, conveyancers, notaries) (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 Code of Conduct Investigations. |
| Maximum possible score for capacity and experience (per category of law) | | 120 | |

2. ASSESSMENT CRITERION NO 1: 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 with an exact indication of how long they have been working at the bidder firm;
- 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.

The tenderer shall provide detail of their capacity in terms of clause 10.3.1 as stipulated above. Substantiating documentation to be attached with the tender document upon submission. All relevant information requested based upon which up to **20 points** for functionality will be awarded to the tenderer in this regard.

| 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. ASSESSMENT CRITERION NO 2: 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);

3.3 Brief outline of the skills, knowledge and experience (including the years of experience) the Lead Attorney has in the category as tendered for and which it considers pertinent to the tendering for the services.

The tenderer shall provide detail of their capacity in terms of clause 10.3.1 as stipulated above. Substantiating documentation to be attached with the tender document upon submission. All relevant information requested based upon which up to **20 points** for functionality will be awarded to the tenderer in this regard.

| 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) | Satisfactory 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 |

* Level of education -LLB/ BProc or Bluris (NQF8).

4. ASSESSMENT CRITERION NO 3: EXPERIENCE OF LEAD ATTORNEY/S IN SPECIFIC AREA OF LAW

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

For the purpose of this assessment, the Tenderer will be required to attach the following information, support documentation (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. George Municipality undertakes to maintain strict confidentiality of the details supplied. Details should be put in tabular form with the following headings and submitted with the Bid (add as separate attachment):

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

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

The tenderer shall provide detail of their capacity in terms of clause 10.3.1 as stipulated above. Substantiating documentation to be attached with the tender document upon submission. All relevant information requested based upon which up to **20 points** for functionality will be awarded to the tenderer in this regard.

| 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. ASSESSMENT CRITERION NO 4: EXPERIENCE OF KEY PROFESSIONAL SUPPORT STAFF

The experience of Key Professional Support staff, (where applicable – also see Pricing Schedule) will be assessed as follows:

The tenderer shall provide detail of their capacity in terms of clause 10.3.1 as stipulated above. Substantiating documentation to be attached with the tender document upon submission. All relevant information requested based upon which up to **20 points** for functionality will be awarded to the tenderer in this regard.

| 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 | No information submitted | |

| | | |
|-----------------------|--|--|
| (score 0) | | |
| Level 2 (score 3) | Key Professional Support Staff have limited levels of education, skills, training and experience (1 to 2 years) | |
| Level 3 (score 6) | Key Professional Support Staff have reasonable levels of education, skills, training and experience (3 to 5 years) | |
| Level 4 (score 8) | Key Professional Support Staff have extensive levels of education, skills, training and experience (6 to 8 years) | |
| Level 5 (score 10) | Key Professional Staff 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 professional support staff in the category as tendered for.

6. ASSESSMENT CRITERION NO 5: LOCAL GOVERNMENT EXPERIENCE

The local government experience of the Lead Attorney (where applicable – also 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 category as tendered for. The Lead Attorney's specific experience with regard to local government matters relating to the area of category as tendered for including the years of experience.
- 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). The Municipality undertakes to maintain strict confidentiality as to the information provided.
- 6.3 The variety of local government matters in which the Lead Attorney has knowledge and experience with a clear indication of the years of experience.

The minimum score for functionality is 80 out of a maximum possible score of 100, which will give a minimum percentage score of 80%. Tenderers that fail to achieve the minimum score for functionality will not be eligible for evaluation and the tender offer will be rejected. Only those bidders scoring 80 points and higher will be considered in the second stage of the evaluation, where bids will be assessed based on the 80/20-point system.

The tenderer shall provide detail of their capacity in terms of clause 10.3.1 as stipulated above. Substantiating documentation to be attached with the tender document upon submission. All relevant information requested based upon which up to **20 points** for functionality will be awarded to the tenderer in this regard.

| 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. |

XXXXXXXXXXXXXXXXXXXXXXXXXXXX

ANNEXURE B**PRO-FORMA MEMORANDUM**

To: George Municipality

INFORMATION FOR ASSESSMENT OF CAPACITY AND EXPERIENCE:**TENDER: GMT034/25-26**

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)

| Category of Service Tendered for: | Mark with 'X' |
|--|---------------|
| 3.1.1.1 Public and Municipal Law | |
| 3.1.1.2 Town Planning and Environmental Law | |
| 3.1.1.3 Building/Building Control/Construction Law | |
| 3.1.1.4 Labour Law | |
| 3.1.1.5 Supply Chain Management | |
| 3.1.1.6 Commercial Law | |
| 3.1.1.7 Intellectual Property | |
| 3.1.1.8 Eviction Services (PIE and ESTA) | |
| 3.1.1.9 Insurance Law | |
| 3.2 Drafting of By-Laws and Policies | |
| 3.3 Specialist Practitioners | |
| 3.4 Property Law, Conveyancing and Notarial Registrations: General and Specialised | |
| 3.5 Conveyancing services: State Subsidized housing schemes | |
| 3.6 Conveyancing services: Old scheme properties | |
| 3.7 Investigations in terms of Code of Conduct for Councillors | |
| 3.8 Debt Collection | |

1. Tenderer's capacity

See supporting information attached page to

2. Overall experience of lead attorney/s

See supporting information attached page to

3. Experience of Lead Attorney/s in specific area of law

See supporting information attached page to

4. Experience of key professional staf

See supporting information attached page to

5. Local Government experience

See supporting information attached page to

Name of Authorised person submitting bid

Signature

Bidder (Law Firm)

ANNEXURE C**BIDDER REFERENCES: CONTRACT GMT034/25-26: PROFESSIONAL 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 the goods/services at the prices as tendered? | Yes / No |

| 4. PROFESSIONALISM | |
|---|---------------|
| Question | Answer |
| Professional behaviour 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 George Municipality? Please motivate.

| |
|--|
| |
| |
| |
| |

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

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

.....
Date of declaration

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

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

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

NOTE:

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

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

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

NOTE:

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

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

| OLD SCHEME HOUSES | CONVEYANCING CHARGE PER PROPERTY (ALL APPLICABLE TAXES INCLUDED) |
|--------------------------|---|
| Per transfer | R |

NOTE:

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

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

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

Fees must be fixed for the full duration of the tender

1. Fees for legal work that can be billed to a specific individual debtor’s account:

- 1.1 Specific fees will be charged for the following “Party-and-Party” work as per the Rules set by the Rules Board (undefended actions only): **(NOT NECESSARY TO COMPLETE PRICES)**

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

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

| | Rates (R) per 15 minutes |
|--|---------------------------------|
| Telephone call | R per 15 minutes |
| Correspondence to own client | R per 15 minutes |
| Correspondence from own client | R per 15 minutes |
| Consultation with client | R per 15 minutes |
| Telephone consultation with own client | R per 15 minutes |
| Attend meeting with client and debtor | R per 15 minutes |
| TOTAL FOR RATES: | R |

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

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

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

| | RATES (R) |
|---|-----------------------------|
| Consultation with municipal personnel | R per 15 minutes |
| Consultation, meeting, or negotiation with debtors of the municipality where the municipality need or require the assistance of an attorney during the meeting. | R per 15 minutes |
| TOTAL FOR RATES: | R |

(Excluding Regular Monthly Meetings / Interactions)

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

| | RATES (R) |
|--|---------------------------|
| Giving advice regarding existing municipal debt collection protocols and internal procedures at the request of the municipality. | R per 15 min. |
| Supplying training to municipal personnel at the request of the municipality. | R per 15 min. |
| Attending yearly workshops regarding the budget preparation process, and specifically when any of the policies which have a bearing on debt collection is discussed. (Please note that these workshops normally require 5 to 6 days per year.) | R per 15 min. |
| Attending meetings with the mayor and/or his Mayoral committee and/or meetings of the finance committee, at their request. | R per 15 min. |
| Providing an annual audit of the municipality's internal procedures, forms, and protocols, to ensure compliance with new legislation and case law. | R per 15 min. |
| Travelling time (Please note that travelling as far as the municipal offices in Uniondale/Haarlem is sometimes required). | R per 15 min. |
| Travel expenses per km (Please note that travelling as far as the municipal offices in Uniondale/Haarlem is sometimes required). | R per km |
| The drafting of a detailed monthly report, in the format required by the municipality, on the progress in each individual collection file as well as the provision of any statistical information required by the municipality. The price must be indicated as a fee per file handed over. | R per file handed over |
| Complete fee structure for assisting the municipality in liquidations, deceased estates, debt review, business rescue proceedings, acknowledgments of debt and other more complicated legal matters, where the debtor has not been handed over to the attorney. | R per 15 min. |
| TOTAL FOR RATES: | R |

TOTAL FOR CATEGORIES ABOVE:

| | CATEGORIES | TOTAL FOR RATES (VAT INCLUDED) |
|---|---|--|
| 1.1 | "Party-and-Party" work as per the Rules set by the Rules Board | As per High Court and Magistrate Court tariffs |
| 1.2 | Fees charged for "attorney- and client" work | R |
| 2.1 | Fees for work done regarding a specific debtor, on matters not/not yet handed over for collection | R |
| 2.2 | Fees for work done at the special request of the municipality that does not relate to a specific debtor | R |
| GRAND TOTAL FOR RATES (VAT INCLUDED) | | R |

IMPORTANT NOTES:

- Tenderers must tender a price in each line of the columns for each of the pricing schedule (1.2; 2.1; 2.2) to be considered for evaluation.
- If a tenderer charges R0.00 for a certain line item, R0.00 **must** be completed in the applicable line in the pricing schedule.
- If tenderers do not quote as requested, their tender will not be considered for evaluation.
- No escalation will be allowed due to the short duration of the tender.

PAST EXPERIENCE

This schedule is compulsory to complete!

Bidders must furnish hereunder details of similar works / services, which they have satisfactorily completed in the past. The information shall include a description of the Works / Services, the Contract value and name of Employer.

| Employer | Nature of Work | Value of Work | Duration and Completion Date | Employer Contact Number |
|----------|----------------|---------------|------------------------------|-------------------------|
| | | | | |
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Date

Signature of Tenderer

THE TENDER OFFER

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

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

I/we further agree that:

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

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

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

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

Physical Address: _____

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

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

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

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

Name: _____

Signature: _____

Date: _____

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

ACCEPTANCE

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

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

Name: **MR BEVAN ELLMAN**

Signature: _____

Capacity: **DIRECTOR: CORPORATE SERVICES**

Date: _____

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

MBD 1

TAX COMPLIANCE INFORMATION**PART A**

| | | | | | |
|---|---|--|----|--|--|
| Tax Compliance Status | TCS Pin: | | or | CSD No: | |
| B-BBEE Status Level Verification Certificate [Tick Applicable Box] | <input type="checkbox"/> Yes <input type="checkbox"/> No | | | B-BBEE Status Level Sworn Affidavit | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| [A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE / SWORN AFFIDAVIT (FORM EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE] | | | | | |
| Are You The Accredited Representative In South Africa For The Goods / Services / Works Offered? | <input type="checkbox"/> Yes <input type="checkbox"/> No [If Yes, Enclose Proof] | | | Are You A Foreign Based Supplier For The Goods / Services / Works Offered? | <input type="checkbox"/> Yes <input type="checkbox"/> No [If Yes, Answer Part 2.] |
| Signature of Bidder | | | | Date | |

PART B

TERMS AND CONDITIONS FOR BIDDING

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

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:

MBD 4**DECLARATION OF INTEREST**

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

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

| | | |
|--------|---|-----------------|
| | <p>Name of person / director / trustee / shareholder / member:</p> <p>.....</p> <p>Name of state institution at which you or the person connected to the bidder is employed:</p> <p>.....</p> <p>Position occupied in the state institution:</p> <p>Any other particulars:</p> <p>.....</p> | |
| 3.13 | Is any spouse, child or parent of the company's directors, trustees, managers, principle shareholders or stakeholders in the service of the state? | YES / NO |
| 3.13.1 | <p>If yes, furnish the following particulars:</p> <p>Name of person / director / trustee / shareholder / member:</p> <p>.....</p> <p>Name of state institution at which you or the person connected to the bidder is employed:</p> <p>.....</p> <p>Position occupied in the state institution:</p> <p>Any other particulars:</p> <p>.....</p> | |
| 3.14 | Do you or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract? | YES / NO |
| 3.14.1 | <p>If yes, furnish particulars:</p> <p>.....</p> <p>.....</p> | |

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

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

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

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

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

.....
Signature

.....
Date

.....
Capacity

.....
Name of Bidder

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

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

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

MBD 5

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

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

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

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

.....
.....

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

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

2.2 If yes, provide particulars.

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

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

3.1 If yes, provide particulars.

.....
.....

.....
.....

- 4 Will any portion of goods or services be sourced from outside***YES / NO** 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?

- 4.1 If yes, furnish particulars.

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

CERTIFICATION

I, THE UNDERSIGNED (NAME)

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

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

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

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

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to invitations to tender:

- the 80/20 system for requirements with a Rand value of up to R50 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R50 000 (all applicable taxes included).

1.2 To be completed by the organ of state

The applicable preference point system for this tender is the 80/20 preference point system.

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

- (a) Price;
- (b) BBBEE; and
- (c) Specific Goals.

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

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

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

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

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

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

Where

- Ps = Points scored for price of tender under consideration
- Pt = Price of tender under consideration
- Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

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

Where

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

4. POINTS AWARDED FOR BBBEE AND SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

4.1.1 Points awarded for B-BBEE Level of Contributor

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

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

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

4.1.2 Points awarded for Specific Goals

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

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

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

Bidder's MUST submit proof of address (e. g. municipal account, rental/lease agreement, or affidavit) with the tender document. Failure to attach proof will result in no points awarded for Specific Goals.

George Municipality will reserve the right to use any and all available information at its disposal, including conducting site visits and inspections to verify a bidder's claim of having a local STAFFED / MANNED AND OPERATIONAL office within the George Municipal area.

The principle of substance over legal form, as defined in the Standards of Generally Recognised Accounting Practice (GRAP), will be applied in such assessments. (This means that even though a bidder may present a rental agreement, the claim of having a local staffed and operational office will be assessed in its actual substance and not by only accepting the legal documentation.)

The purpose of the locality points is to promote local economic development within the George Municipal area and any bidder attempting to circumvent the substance of this initiative through any means, including by means of fronting, will be reported to the National Treasury for blacklisting on the Central Supplier Database (CSD).

4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

(a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or

(b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

5. BID DECLARATION

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

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

5.1. **Contribution to BBBEE: =(maximum of 5 or 10 points)**

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

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

| | |
|------|---|
| 5.2. | Contribution to specific Goals: =(maximum of 5 or 10 points) |
|------|---|

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

DECLARATION WITH REGARD TO COMPANY/FIRM

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

5.4. Company registration number:

5.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 5.1 and 5.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the tenderer or contractor, its shareholders, and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a

- period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
- (e) forward the matter for criminal prosecution, if deemed necessary.

| | |
|-------------------|-----------------------------|
| | |
| | SIGNATURE(S) OF TENDERER(S) |
| SURNAME AND NAME: | |
| DATE: | |
| ADDRESS: | |

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

I, the undersigned,

| | |
|--------------------------------|--|
| Full name & Surname | |
| Identity number | |

Hereby declare under oath as follows:

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

| | |
|----------------------------|--|
| Enterprise Name | |
| Trading Name | |
| Registration Number | |
| Enterprise Address | |

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

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

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

Deponent Signature: _____

Date: _____

 Commissioner of Oaths
 Signature & stamp

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

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

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

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME)

CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION

FORM IS TRUE AND CORRECT.

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

.....

Signature

.....

Position

.....

Date

.....

Name of Bidder

CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Municipal Bidding Document (MBD) must form part of all bids¹ 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).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
 - 3 Municipal Supply Regulation 38(1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
 - a. take all reasonable steps to prevent such abuse;
 - b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
 - c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
 - 4 This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
 - 5 In order to give effect to the above, the attached Certificate of Bid Determination (MBD9) must be completed and submitted with the bid:
- ¹ Includes price quotations, advertised competitive bids, limited bids and proposals.
- ² Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.

MBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

GEORGE MUNICIPALITY

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

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

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder.

MBD9

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No. 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No. 12 of 2004 or any other applicable legislation.

| | |
|-----------|----------------|
| | |
| Signature | Date |
| | |
| Position | Name of Bidder |

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

CERTIFICATE FOR MUNICIPAL SERVICES (COMPULSORY TO COMPLETE)

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

Tender Number: GMT034/25-26

Name of the Bidder: _____

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

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

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

| Name of Director / Member / Partner | Identity Number | Physical residential address of Director / Member / Partner | Municipal Account number(s) |
|-------------------------------------|-----------------|--|-----------------------------|
| | | | |
| | | | |
| | | | |

I, _____, the undersigned,

(full name in block letters)

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

Signature

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

at _____ on the _____ day of _____ 2026

PLEASE NOTE:

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

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

GEORGE MUNICIPALITY PROCUREMENT

GENERAL CONDITIONS OF CONTRACT

TABLE OF CLAUSES

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General Conditions of Contract

1. **Definitions:**

1. The following terms shall be interpreted as indicated:

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

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

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

2. Application:

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

3. General:

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

4. Standards:

- 4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.
5. Use of contract documents and information inspection:
 - 5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the provider in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
 - 5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
 - 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the provider's performance under the contract if so required by the purchaser.
 - 5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.
6. Patent rights:
 - 6.1 The provider shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.
 - 6.2 When a supplier developed documentation / projects for the municipality or municipal entity, the intellectual, copy and patent rights or ownership of such documents or projects will vest in the municipality or municipal entity.
7. Performance security:
 - 7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
 - 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
 - 7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
 - (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
 - (b) a cashier's or certified cheque.
 - 7.4 The performance security will be discharged by the purchaser and returned to the provider not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified.
8. Inspections, tests and analyses:

- 8.1 All pre-bidding testing will be for the account of the bidder.
 - 8.2 If it is a bid condition that goods to be produced or services to be rendered should at any stage be subject to inspections, test and analyses, the bidder or contractor's premises shall be open, at all reasonable hours, for inspection by a representative of the purchaser or an organization acting on behalf of the purchaser.
 - 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
 - 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the goods to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
 - 8.5 Where the goods or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such goods or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
 - 8.6 Goods and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
 - 8.7 Any contract goods may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected goods shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with goods which do comply with the requirements of the contract. Failing such removal the rejected goods shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute goods forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected goods, purchase such goods as may be necessary at the expense of the supplier.
 - 8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.
9. Packing:
- 9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
 - 9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, and in any subsequent instructions ordered by the purchaser.
10. Delivery and documents:
- 10.1 Delivery of the goods and arrangements for shipping and clearance obligations shall be made by the supplier in accordance with the terms specified in the contract.

11. Insurance:

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

12. Transportation:

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

13. Incidental services:

- 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any:
- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
 - (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
 - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
 - (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
 - (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.
- 13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the provider for similar services.

14. Spare parts:

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

15. Warranty:

- 15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this

contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.

- 15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise.
- 15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- 15.4 Upon receipt of such notice, the supplier shall, within the period specified and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. Payment:

- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4 Payment will be made in Rand unless otherwise stipulated.

17. Prices:

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

18. Variation orders:

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

19. Assignment:

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

20. Subcontracts:

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

21. Delays in the Supplier's Performance:

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

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

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

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

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

22. Penalties:

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

23. Termination for default:

23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:

- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;

- (b) if the supplier fails to perform any other obligation(s) under the contract; or
 - (c) if the supplier, in the judgement of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.
- 23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.
- 23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the supplier as having no objection and proceed with the restriction.
- 23.5 Any restriction imposed on any person by the purchaser will, at the discretion of the purchaser, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the purchaser actively associated.
- 23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
 - (i) the name and address of the supplier and / or person restricted by the purchaser;
 - (ii) the date of commencement of the restriction;
 - (iii) the period of restriction; and
 - (iv) the reasons for the restriction.

These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.
- 23.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

24. Anti-Dumping and Counter-Vailing duties and rights:

- 24.1 When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-

dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the supplier to the purchaser or the purchaser may deduct such amounts from moneys (if any) which may otherwise be due to the supplier in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.

25. Force Majeure:

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

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

26. Termination for insolvency:

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

27. Settlement of disputes:

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

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

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

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

28. Limitation of liability:

28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;

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

29. Governing language:

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

30. Applicable law:

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

31. Notices:

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

32. Taxes and duties:

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

33. Transfer of contracts:

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

34. Amendment of contracts:

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

contracting parties. Any waiver of the requirement that the agreement to amend or vary shall be in writing, shall also be in writing.

35. Prohibition of restrictive practices:

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