



TENDER DOCUMENT

TENDER NO		SCMU 004/2025/2026	
TENDER DESCRIPTION		APPOINTMENT OF A PANEL OF SERVICE PROVIDERS FOR LEGAL ATTORNEYS FOR A PERIOD OF THREE (3) YEARS.	
PERIOD		3 YEARS	
CLOSING DATE	15 December 2025	CLOSING TIME	12:00
POSTAL ADDRESS: Umkhanyakude District Municipality Attention: Supply Chain Management Unit PO Box 449 Mkuze, 3965 <i>Clearly mark the Bid envelope with the bid number and title of bid on the face of the envelope</i> <i>Any tenders couriered to be deposited in the Municipality's Bid Box, any bids sent to the wrong recipient other than being deposited in the Bid Box will not be considered</i>		TO BE DEPOSITED IN: The bid box at the entrance of the Municipal Offices Umkhanyakude District Municipality 13433 Kingfisher Avenue Mkuze 3965	
ATTENTION: FINANCIAL DIRECTORATE SUPPLY CHAIN MANAGEMENT UNIT UMKHANYAKUDE DISTRICT MUNICIPALITY MKUZE		A bid posted or couriered (at sender's risk) to the Municipality, PO Box 449, Mkuze, 3965, in good time so as to reach the Municipality before the above-mentioned closing date and clearly indicated attention supply chain management unit, may be accepted on condition that it is placed in the correct Bid box before the closing time, it being understood that the Council disclaims any responsibility for seeing that such bids are in fact lodged in the bid box.	
SUMMARY FOR TENDER OPENING PURPOSES			
NAME OF TENDERER: CENTRAL SUPPLIER DATABASE NO:			
TOTAL BIDDING PRICE (INCLUDING VAT)			
Total Bidding Price (Including VAT)		R	
PREFERENCE CLAIMED FOR:			
SPECIFIC GOALS:			
Preference Points Claimed:			
Documents or certificates submitted with the quotation document MUST be VALID ORIGINAL IN ORDER TO CLAIM SPECIFIC GOALS-FULL CSD REPORTS, CK DOCUMENTS AND IDENTITY DOCUMENTS.			
VALIDITY PERIOD: AVAILABLE FOR 120 DAYS AFTER THE BID CLOSURE			
CONTACT DETAILS FOR:			
Bidding procedures and documents		Bid Scope and technical specifications	
SUPPLY CHAIN MANAGEMENT Mr K Ntshangase (035) 573 8643 E-mail: kenneth@ukdm.gov.za		LEGAL SERVICES Ms T Khuzwayo TEL: (035) 573 8600 E-mail:	

CHECKLIST

Please ensure that the following forms have been completed and signed and all documents, as requested, are attached to the tender document.

Description of document	Document number	Yes	No
Bid Conditions & Information		<input type="checkbox"/>	<input type="checkbox"/>
Part A: Invitation to bid & Part B: Terms and Conditions for Bidding	MBD 1	<input type="checkbox"/>	<input type="checkbox"/>
Terms of Reference		<input type="checkbox"/>	<input type="checkbox"/>
Current Municipal Certificate / Lease Agreement		<input type="checkbox"/>	<input type="checkbox"/>
Pricing schedule – firm prices (purchases)	MBD 3.1	<input type="checkbox"/>	<input type="checkbox"/>
Form of Offer & Acceptance		<input type="checkbox"/>	<input type="checkbox"/>
Declaration of Interest	MBD 4	<input type="checkbox"/>	<input type="checkbox"/>
Declaration for procurement above R10 million	MBD 5	<input type="checkbox"/>	<input type="checkbox"/>
Preference points claim form for preference points for: 1. Specific Goals	MBD 6.1	<input type="checkbox"/>	<input type="checkbox"/>
Formal contracts for services	MBD 7.1	<input type="checkbox"/>	<input type="checkbox"/>
Declaration of bidder's past supply chain management practices	MBD 8	<input type="checkbox"/>	<input type="checkbox"/>
Certificate of independent bid determination	MBD 9	<input type="checkbox"/>	<input type="checkbox"/>
Authority of Signatory		<input type="checkbox"/>	<input type="checkbox"/>
General Conditions of contract & Bid Requirements		<input type="checkbox"/>	<input type="checkbox"/>
Annexure A: Past Experience		<input type="checkbox"/>	<input type="checkbox"/>

Please sign on Completion.

.....
NAME OF THE BIDDER

.....
SIGNATURE

.....
DATE

1 Agreement

The successful bidder will be expected to sign the Contract Form (Part 1) of this bid document within 30 days of the date of notification by the Umkhanyakude District Municipality that his/her bid has been accepted.

2 Completion of Bid Documents

- (a) The original bid document must be completed fully in black ink and signed by the authorised signatory to validate the proposal. All the pages must be initialled by the authorised signatory. Failure to do so may result in the invalidation of the bid.
- (b) Bid documents may not be retyped or altered in any way.

3 Alteration or Qualification of Bid

No unauthorised alteration of this set of bid documents will be allowed. Any unauthorised alteration will disqualify the proposal automatically. Any ambiguity must be cleared with contact person for the bid before the closure date.

4 Authorised Signatory

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

5 Submission of Bid

- (a) The bid must be put in a sealed envelope, or envelopes when the two-envelope system is specified, clearly marked with the bid number, title as well as closing date and time and placed in the ***Tender Box at the Umkhanyakude District Municipality by not later than 12h00 on 15 December 2025.***
- (b) ***Faxed, e-mailed and late bids will not be accepted. Bids may be delivered by hand, by courier, or posted at the bidder's risk and must be received by the deadline specified above, irrespective of how they are sent or delivered.***

6 Opening, Recording and Publications of Bids Received.

- i. Bids will be opened in public immediately after the bid closure date, or at such time as specified in the bid documents.
- ii. If requested by any bidder present, names of the bidders, and if practical the total amount of each bid and of any alternative bids will be read out aloud.
- iii. Bids received in time recorded and entered in a register which is open for public inspection.

7 Tax Clearance Certificate / SARS TCS Pin

- i. Compulsory requirement to submit active, valid Tax Compliance Status Pin (TCS) for independent verification of Tax status as at Bid evaluation stage.
- ii. Bids submission not supported by a valid SARS TCS Pin will be non-compliant.
- iii. Consortia / joint ventures /sub-contractors are involved; each party must submit individual SARS TCS Pin.

8 Evaluation of Bids

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

9 Acceptance or Rejection of a Bids

The Umkhanyakude District Municipality reserves the right to withdraw any invitation to submit a bid and/or to re-advertise or to reject any bid or to accept a part of it. The Umkhanyakude District Municipality does not bind itself to accepting the lowest bid.

10 Registration on Accredited Supplier Database

It is expected of all prospective service providers who are not yet registered on the Central Supplier Database to register online (www.csd.gov.za) and verify their company information at Umkhanyakude District Municipality Database Department. The Garden Route District Municipality reserves the right not to award proposals to prospective suppliers who are not registered on the CSD (Central Supplier Database).

- 11 Site / Information Meetings**
- None**
- 12 Stamp and Other Duties**
The successful bidder will be liable for all duties and costs on legal documents resulting in the establishment of a contract and for the surety and retentions.
- 13 Language of Contract**
The contract documents will be compiled in English and the English versions of all referred documents will be taken as applicable.
- 14 Procurement Policy**
Bids will be awarded in accordance with the SCM Policy and Preferential Procurement Policy of Umkhanyakude District Municipality, pertaining to the Preferential Procurement Policy Framework Act, No 5 of 2000.
- 15 Expenses Incurred in Preparation of Bid**
The Umkhanyakude District Municipality shall not be liable for any expenses incurred in the preparation and submission of the bid.
- 16 Wrong Information Furnished**
Where a contract has been awarded on the strength of the information furnished by the bidder which, after the conclusion of the relevant agreement, is proved to have been incorrect, the Umkhanyakude District Municipality may, in addition to any other legal remedy it may have, recover from the contractor all costs, losses or damages incurred or sustained by the Municipality as a result of the award of the contract.
- 17 Validity Period**
*Bids shall remain valid for **120 days** after the bid closure date.*
- 18 General and Special Conditions of Contract**
The General Conditions of Contract as well as any Special Conditions of Contract that may form part of this set of bid documents will be applicable to this bid in addition to the conditions of bid.
- 19 Municipal Rates, Taxes and Charges**
- i. The bidder to provide their municipal account of rates and taxes of both the Bidding entity and its directors in its Bid Document submission.
 - ii. Any bidder which is or whose directors are in arrear with their municipal rates and taxes due to any Municipality within South Africa for more than three months and have not arranged for a settlement before the bid closure date will be disqualified.
 - iii. *Bids submission not supported by a recent municipal account will be non-compliant. In the event of leasing, a valid lease agreement must be attached to the bid document.*
 - iv. A Tenderer must submit a Municipal Account for their primary business location or valid lease agreement, as per address indicated in the bid document, to claim preference points for locality.
 - v. Failure to submit a valid Municipal Account or Lease agreement will result in 0 preference point allocation for locality.
- 20 Contact with Municipality after Bid Closure Date**
- i. Bidders shall not contact the Umkhanyakude District Municipality on any matter relating to their bid from the time of the opening of the bid to the time the contract is awarded.
 - ii. If a bidder wishes to bring additional information to the notice of the Umkhanyakude District Municipality, it should do so in writing to the Umkhanyakude District Municipality.
 - iii. Any attempt by the firm to influence the Umkhanyakude District Municipality in the bid evaluation, bid comparison or contract award decisions may result in the rejection of the bid.
- 21 Specific Goals Supplier Bid Declaration**
- i. Bidders should complete the "preference claimed for" block in front page of the document, bid declaration point 1.4, 4.1 & 6.1 and failure on the part of a bidder to complete mentioned bullet points, will be interpreted to mean that preference points for specific goals are not claimed and you will not receive any points.
 - ii. Bids submission not supported by specific goals required documentation will be only considered on rates and no preferences
 - iii. Joint Ventures and Consortiums to submit a valid documentation to claim specific goals in the name of the Joint Venture or Consortium

**PART A
INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE LEGAL SERVICES ATTORNEYS AT UMKHANYAKUDE DISTRICT MUNICIPALITY					
BID NUMBER:	SCMU 004/2025/2026	CLOSING DATE:	15 DECEMBER 2025	CLOSING TIME:	12:00
DESCRIPTION	APPOINTMENT OF A PANEL OF SERVICE PROVIDERS FOR LEGAL SERVICES FOR A PERIOD OF THREE (3) YEARS.				
THE SUCCESSFUL BIDDER WILL BE REQUIRED -TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD 7.1).					
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT					
UMKHANYAKUDE DISTRICT MUNICIPALITY					
SUPPLY CHAIN MANAGEMENT UNIT					
13433 KINGFISHER AVENUE					
MKUZE					
3965					
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
COMPULSORY TO BE COMPLETED BY THE BIDDER					
TAX COMPLIANCE STATUS	TCS PIN:		AND	CSD No:	
SPECIFIC GOALS VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	<input type="checkbox"/> Yes <input type="checkbox"/> No			SPECIFIC GOALS DOCUMENTS	<input type="checkbox"/> Yes <input type="checkbox"/> No
[A FULL CSD REPORT AND VERIFICATION CERTIFICATE (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR SPECIFIC GOALS]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]			ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3]
TOTAL NUMBER OF ITEMS OFFERED				TOTAL BID PRICE	R
SIGNATURE OF BIDDER				DATE	
CAPACITY UNDER WHICH THIS BID IS SIGNED					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:				TECHNICAL INFORMATION MAY BE DIRECTED TO:	
DEPARTMENT	FINANCIAL SERVICES			LEGAL SERVICES	
CONTACT PERSON	K. NTSHANGASE			T. KHUZWAYO	
TELEPHONE NUMBER	(035) 573 8643			(035) 573 8600	
FACSIMILE NUMBER	NOT APPLICABLE			N/A	
E-MAIL ADDRESS	kenneth@ukdm.gov.za				

PART B

TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED– (NOT TO BE RE-TYPED) OR ONLINE**
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.

2. TAX COMPLIANCE REQUIREMENTS

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.
- 2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B: 3.
- 2.5 BIDDERS TO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

- 3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? ☐ YES ☐ NO
- 3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA? ☐ YES ☐ NO
- 3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? ☐ YES ☐ NO
- 3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? ☐ YES ☐ NO
- 3.5. 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 2.3 ABOVE.

3.6.

**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:

FORMAL TENDER ADVERT

Tenders are hereby invited for:		APPOINTMENT OF A PANEL OF SERVICE PROVIDERS FOR LEGAL SERVICES FOR A PERIOD OF THREE (3) YEARS.			
Period:	Three Years				
Advertisements:	Provincial Newspapers; Municipal Notice Boards; Municipal Website & E-Publication				
Tender Number:	SCMU 004/2025/2026	Publish date:	13 November 2025	Closing date:	15 December 2025
Tender application's closing time: 12:00 Tenders will be opened immediately after the aforementioned time at the UMkhanyakude District Municipality Head Office, 13433 Kingfisher Avenue, Mkuze.					
Where to access tender documents					
Tender documents are obtainable from E-Tender Portal during office hours (Mondays to Thursday 08:00 - 16:30 and Fridays 08:00 - 13:30) Tel: (035) 573 8643 E-mail: kenneth@ukdm.gov.za		Tender Portal			
Important notes <ol style="list-style-type: none"> 1. Tenders are to be completed in accordance with the conditions and tender rules stipulated in the tender document. 2. Tender and supporting documents must be delivered in an envelope, clearly marked " SCMU 004/2025/2026: APPOINTMENT OF A PANEL OF SERVICE PROVIDERS FOR LEGAL SERVICES FOR A PERIOD OF THREE (3) YEARS at the UMkhanyakude District Municipality's Head Office, 13433 Kingfisher Avenue, Mkuze 3. Tenders may only be submitted on the tender document issued by the Municipality. 4. Requirements for sealing, addressing, delivery, opening and assessment of tenders, are stated in the tender document. 5. A valid Tax Clearance Status Pin (TCS) and MAAA Number must be submitted with the tender document, failure to submit the required documents with your bid will render the bid non-responsive. It is incumbent upon the bidder to ensure their own Tax Compliance status is maintained for the duration of Bid Validity period; non-tax compliant bidders will be disqualified. 6. VAT must be included in all prices (VAT vendor must be registered). 7. Late tenders, tenders per fax or e-mail will not be accepted. 8. Tenders couriered to be delivered to the Municipality will only be accepted if received within the stipulated closing time. 9. Council reserves the right to accept any bid proposal in full or part thereof. 10. Council will only award tenders to service providers who are registered on the Central Supplier Database (CSD). Visit https://secure.csd.gov.za if you have not registered on CSD. 11. Tenders will only be considered in accordance with the bid requirements. 					
Tenders will be evaluated and adjudicated in terms of the Preferential Procurement Policy of Council based on the Preferential Procurement Regulations of 2022 and the Garden Route District Municipality Supply Chain Management Policy, where 80 points will be allocated in respect of price and 10/10 points in respect of B-BBEE level contributor status and Locality.					
Compulsory Briefing Session:	None	CIDB Grading	None		
Clarity on bidding procedures may be directed to:		Mr Kenneth Ntshangase; Tel: (035) 573 8600 E-mail: kenneth@ukdm.gov.za			
Clarity on technical information may be directed to:		Ms Thobile Khuzwayo; Tel: (035) 573 8600 E-mail:			
Notice no.					
Authorised by:					

UMKHANYAKUDE DISTRICT MUNICIPALITY
TERMS OF REFERENCE
APPOINTMENT OF A PANEL OF SERVICE PROVIDERS FOR LEGAL SERVICES

1. NATURE OF SERVICES REQUIRED

Tenders are hereby invited from suitably qualified and experienced law firms employing admitted attorneys, duly qualified individuals, and institutions other than law firms as provided in this tender to tender for the rendering of professional legal services to the UMkhanyakude District Municipality as required from time to time for a period of three (3) financial years ending February 2029.

The Municipality intends to establish a panel of attorneys, duly qualified individuals, and institutions other than law firms comprising eight (8) areas/ categories of law to render legal advisory and ancillary services in respect of the various categories of service as set out herein. Instructions for the rendering of legal services under areas of law 3.1, 3.2, 3.3 and 3.5 will be issued when required from time to time. No assurance is given that any service provider on the panels will receive instructions during the term of contract.

Areas of law 3.1 – 3.3 and 3.5 will be evaluated and adjudicated on pre-qualification (eligibility);
Areas of law 3.4 will be evaluated and adjudicated on pre-qualification (eligibility) and price.

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

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

2. CONTRACT DURATION

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

- (a) Year 1: 2025/2026 – 1 February 2026 – January 2027
- (b) Year 2: 2026/2027 – 1 February 2027 – January 2028
- (c) Year 3: 2028/2029 – 1 February 2028 – January 2029

The tender rates must be fixed from date of award until January 2029.

3. SCOPE OF SERVICES REQUIRED

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

qualification (eligibility) and tenderers will be registered on the Municipal Panel of Attorneys for these areas of law.

3.1 General legal advisory services

3.1.1 Particulars of services required.

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

- 3.1.1.1 Public and Municipal law;
- 3.1.1.2 Town Planning; Environmental and Property Law;
- 3.1.1.3 Construction Law;
- 3.1.1.4 Labour Law, inter alia Local Government Collective Agreement matters;
- 3.1.1.5 Supply Chain Management;
- 3.1.1.6 Commercial Law;
- 3.1.1.7 Intellectual Property;
- 3.1.1.8 Eviction Services (PIE and ESTA); and
- 3.1.1.9 Insurance Law

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

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

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

Only bidders that have good knowledge of this service will be considered for appointment to the panel for this category of work.

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

The Municipality require services of law firms who have extensive capacity and experience of insurance law matters. More specifically in these matters the interests of the Municipality is to be protected when contracting with successful bidders where the bidder is to provide guarantees and insurance as per the applicable contract.

Note that this section does not apply to those matters for which the Municipality's Insurer appoints its own legal representative to attend to matters where claims are instituted.

The service *inter alia* entails:

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

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

3.1.2 Minimum requirements for this category of service

Only suitably qualified and experienced law firms employing admitted attorneys with relevant experience in the above categories of service will be considered.

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

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

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

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

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

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

3.2.1 Particulars of services required (scope of service)

The appointed service provider is to provide the following services:

- (a) To evaluate, revise and either amend or re-writer (where applicable) the current by-laws and/or policies and to ensure that these by-laws and/or policies comply with the requirements of the Constitution, with specific reference to Section 152 of the Constitution, as well as all other applicable legislation, including the Consumer Protection Act, 2008 (as amended);
- (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 official sand 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 Zulu;
- (i) To compile fine schedules for new and revised by-laws and to obtain approval thereof by the relevant magistrates in the Ubombo Region in terms of section 57(5) of the Criminal Procedure Act, 1977;
- (j) To conduct the training of relevant staff members on the content of amended by-laws and fine schedules and policies;
- (k) To assist the municipal administration in ensuring that the Municipal Code is amended/updated in accordance with instructions given under this section.

3.2.2 Minimum requirements for this category of service

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

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

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

3.3 Specialist Practitioners

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

3.3.1 Legal Services

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

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

3.3.2 Minimum requirements for this category of service

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

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

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

3.3.3 Forensic Services

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

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

- a) To act as an independent suitably qualified and experienced service provider to conduct investigations.
- b) Liaise with the Office of the Municipal Manager, Internal Audit, Risk Management and Legal Services in order to co-ordinate activities and processes.
- c) Identify instances of non-compliance with laws and legislation, policies and procedures as well as instances of fraud and corruption.
- d) Write and present comprehensive report(s) with appropriate findings, conclusions and recommendations based on the evidence gathered and present these to

appropriate forums. This includes progress reporting on matters when requested (at no cost).

- e) Include route-cause analysis and advise the Municipality of recommended course of action relating to remediation of control weaknesses that led to the potential fraud/mismanagement.
- f) In instances where irregularities or misconduct has been confirmed, recommend the appropriate course of action to be instituted by the Municipality.
- g) Provide support in subsequent disciplinary processes – eg. As witness leading evidence in disciplinary processes.
- h) Attend meetings as required by the Municipality (at no cost).

3.3.4 Minimum requirements for this category of service

- 3.3.4.1 Only duly qualified individuals, law firms or institutions other than law firms as provided in this tender with relevant experience in the above fields of expertise will be considered for this category.
- 3.3.4.2 Bidders are required to submit a memorandum setting out the qualifications, capacity and experience offering this service in respect of the above service. Bidders are to indicate their fee structure in line with their registered professional body. See Annexure A hereof.
- 3.3.4.3 Bidders are also required to submit at least three (3) independent Bidder References. See Annexure B hereof. (These references should be submitted with the tender document on the closing date and time of tender).
- 3.3.4.4 Proof of/documents confirming registration with a professional body should be submitted, thus Professional affiliation/membership – Association for Certified Fraud Examiners (ACFE)/ Institute for Commercial Fraud Practitioners (ICFP) Membership or an equivalent relevant Forensics Regulatory body. Either of the following will be accepted:
 - a) Confirmation of the individual's membership with ACFE/ICFP, on the ACFE/ICFP letterhead, or equivalent body; or
 - b) A copy of the individual's Membership Certificate from the ACFE/ICFP, or equivalent regulatory body.

3.4 Conveyancing and Notarial Registrations

3.4.1 Particulars of services required (scope of service)

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

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

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

3.4.2 Minimum requirements for this category of service

3.4.2.1 The Pricing Schedule (Annexure C) must be completed in respect of the conveyancer/s and notary in the bidding law firm offering a service.

3.4.2.2 Only qualified conveyancers and notaries with manned offices will be considered for this service. Bidders are to note the content of paragraph 4.28 in this regard.

3.4.2.3 A certificate/documents confirming admittance as a conveyancer and/or notary.

3.4.2.4 Bidders are required to submit a memorandum setting out the qualifications, capacity and experience of each leading legal practitioners for the above services required, i.e. conveyancer and notary in a law firm who offers services in this category of service – see Annexure A hereof.

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

3.5 Investigations in terms of Code of Conduct for Councillors

3.5.1 Particulars of service required

The Municipality requires the services of 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.

3.5.2 Minimum requirements for this category of service

- 3.5.2.1 Only suitably qualified and experienced law firms employing admitted attorneys with relevant experience in investigating transgressions in terms of the Code of Conduct for Councillors and initiator services will be considered.
- 3.5.2.2 Bidders are required to submit a memorandum setting out the qualifications, capacity and experience of each leading legal practitioners in a law firm who offers services in respect of any one or more of the above categories of service. See Annexure A hereof.
- 3.5.2.3 Bidders are also required to submit at least three (3) independent Bidder References. See Annexure B hereof. (These references should be submitted with the tender document on the closing date and time of tender).

3.6 DEBT COLLECTION

Particulars of service required (scope of services)

- 3.6.1 The Umkhanyakude District Municipality has an approved Credit Control and Debt Collection Policy 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.
- 3.6.2 The Municipality requires the services of an attorney to perform debt collection services, to ensure that monies due and payable to the Municipality are duly collected and to provide legal assistance in incidental matters. These services, amongst others, include the following:
 - 3.6.2.1 SMS/WhatsApp (phone); telephone calls, correspondence (e.g. Email or letter), Letter of Demand, Summons, Judgments, Credit Listing, Attachment, Court Appearance; and Sale in Execution.
 - 3.6.2.2 Investigation of municipal data and documentation which is required to institute legal action against debtors.
 - 3.6.2.3 Do own investigation on properties when necessary.
 - 3.6.2.4 Representing the Municipality in court, as part of the debt collection process.
 - 3.6.2.5 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.

- 3.6.2.6 The ability to trace debtors as part of the collection process, provided that this service is supplied on a “no trace no charge” basis.
- 3.6.2.7 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.
- 3.6.2.8 The successful tenderer must assess and report to the Municipality on the prospects and cost effectiveness of the recovery of debt.
- 3.6.2.9 The successful tenderer must prepare monthly progress reports on each debt handed over, confirming debtor and property inspection physically, as well as any other necessary reporting aspects as may be required by the Municipality, which will have to be provided electronically on a prescribed Excel Worksheet to the municipality (at no cost to the Municipality or debtor). This report must be discussed with the Municipality at weekly feedback meetings (without charge).
- 3.6.2.10 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.
- 3.6.2.11 The successful tenderer must provide a reconciliation and deposit reports to the Municipality.
- 3.6.2.12 Any other debt collection related matter at the sole discretion of the Municipality.
- 3.6.2.13 The successful tendered must have the necessary infrastructure and have sufficient experience in the effective handling of bulk debt collection for large institutional clients.
- 3.6.2.14 The successful tendered must have adequate staff with the necessary skills and relevant experience acceptable to the Municipality, and capacity to perform duties.
- 3.6.2.15 The successful tenderer must conduct its business during the business hours of the Municipality and must be easily accessible to debtors and municipal staff.

3.6.2.16 The successful tenderer must operate an acceptable electronic process when providing the following:

3.6.2.16.1 submission of all costs incurred and all payments received from debtors;

3.6.2.16.2 the creation of a payment and fees file in a predetermined electronic format;

3.6.2.16.3 the successful tenderer must prepare monthly progress reports on each debt handed over and on the highest debtors, which will have to be provided electronically in the format as prescribed by the Municipality.

3.6.3 The data required will inter alia be as follows:

(a) Executive summary of matters handed over for collection.

(b) Amounts collected for the month.

(c) Amount paid to attorney: month, 3rd party paid, litigation, VAT total

(d) Number of files and total active accounts at month end, total.

(e) Number of files and total accounts settled and closed for the month ended total.

(f) Actions instituted and judgments taken (sub-regulation 3(1)(e) for the month ended).

(g) A full detailed report on the status of the accounts with the High Value Arrear Debtors.

(h) List of accounts under query.

3.6.4 All monies collected on behalf of the Municipality must be paid over to the Municipality as per 1.10 and no payments shall be set-off against any monies due by the Municipality to the tenderer.

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

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

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

3.6.8 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. The second highest bidder will be appointed as an alternative service provider in case the highest bidder does not perform in accordance with the terms and conditions of the appointment.

3.6.9 Minimum requirements for this category of service

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

The Pricing Schedule (Annexure E) must be completed.

FUNCTIONALITY

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

	CRITERION	MAXIMUM POINTS
1.	Qualified Admitted Attorneys	30
2.	Attorney Experience	30
3.	Debt Collection Personnel	20
4.	Plant, Equipment, Tools & machinery	20
Total		100

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

Criterion 1: Qualified Admitted Attorneys

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

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

QUALIFIED ADMITTED ATTORNEYS:	MAXIMUM POINTS
Working dedicatedly in the collection department	
None/ no Proof of qualifications and experience (CV) Provided	0
Only 1 with proof of qualifications and experience (CV)	15
2 or more with proof of qualifications and experience (CV)	30

Criterion 2: Attorney Experience

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

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

EXPERIENCE REQUIRED:	MAXIMUM POINTS
Experience relevant to debt collection and litigation services	
All the attorneys mentioned have less than (7) years' experience	10
All the attorneys mentioned have between (8) to ten (10) years' experience	20
All the attorneys mentioned have more than ten (10) years' experience	30

B: Relevant experience is defined as the accumulation of knowledge or skill that results from client participation in relevant similar events or activities and/or as determined by the UMkhanyakude District Municipality.

Criterion 3: Debt Collection Personnel allocated / reserved for this tender

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

DEBT COLLECTION PERSONNEL REQUIRED:	MAX POINTS
Number of personnel currently working the debt collections department <ul style="list-style-type: none"> Must be suitable skilled and have CV verifiable experience in debt collection. Must be computer literate, compile admin reports, proficient in the use of Excel Spread Sheets, capture data and quantities, daily communication 	Between 0-2 staff/personnel members =2 points Between 3-5 staff/personnel members =5 points More than 5 staff/personnel members = 10 points
Number of years' experience of debt collections department (Maximum of 5 personnel will be used for the average calculation) <ul style="list-style-type: none"> Must be suitably skilled and have CV verifiable experience in debt collection 	Less than 7 years = 2 points Between 8-10 years on average = 5 points More than 10 years on average = 10 points
TOTAL	20

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

Criterion 4: Plant Tools and Equipment

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

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

EQUIPMENT	MAXIMUM POINTS
Does the firm have the necessary network and other infrastructure to enable direct connection with the municipal network and computer systems, for example fibre optic cabling or wireless connection or web-based access (supply full details for verification in a separate annexure)	No =0 points Current infrastructure can be upgraded to facilitate office space = 3 points Yes=5 points
Does the firm currently have sufficient printing, copying and scanning capability to handle more than 15 000	No = 0 points

copies per month? (Please give specific details of equipment for verification in a separate annexure).	Will be able to obtain necessary capacity = 3 pints Yes = 5 points
Computers / Laptops and other hardware: How many computers / laptops per employee: (A maximum of 5 computers / laptops will be used to calculate the points)	Computers will be purchased in tender is awarded to firm = 0 points Less than 5 computers / laptops = 3 points More than 5 computers / laptops = 5 points
Connection Software: Does your firm use a dedicated software package developed specifically for collections? (Please give specific details of the nature of the software and number of existing licences for verification in a separate annexure).	None = 0 points Less than 5 software licences = 3 points More than 5 software licences = 5 points
TOTAL	20

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

4. GENERAL CONDITIONS AND SERVICE STANDARD

- 4.1 Successful service providers must report as required by the Municipality but at least one a monthly basis, at no charge, as to work progress on all matters/work allocated. This report must contain relevant information/format as required by the Municipality in respect of each service category.
- 4.2 The acceptance of bids and the placement on the panel of services for a particular category of service should not be construed as assurance that any work or any amount of work will be awarded to a bidder during the contract term.
- 4.3 A service level agreement will be entered into with all law firms/individuals (as the case may be) to whom actual work instructions are issued.
- 4.4 Successful tenderers must be admitted attorneys, as well as conveyancers and notaries in respect of conveyancing services, unless otherwise indicated.
- 4.5 Successful tenderers must be a law firm registered with the relevant Legal Practice Council as well as being in existence for ten (10) years from registration (Proof of date of registration with the relevant Legal Practice Council must be submitted with the tender). Note the exception in this regard as indicated in the document. Similarly, other practitioners/individuals are to include their respective governing body's registration document or an affidavit to the effect that no such governing body applies to them.
- 4.6 The successful tenderers, by acting as agents for the UMkhanyakude District Municipality and on instruction, will be required to adhere to the principles and conditions of legislation and policies/frameworks applicable to the relevant category of work.

- 4.7 Existing service providers who are not placed on the panel of service providers for this tender, will continue with all matters which have been handed over to them prior to the award of this tender.
- 4.8 Work instructions issued to service providers up to 31 January 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 this tender.
- 4.9 Any conflict of interest that may develop or be discovered during the project duration, will affect work allocation. In such event the Municipality reserves the right to cancel the existing agreement and demand that all information, documents and property of the Municipality be returned forthwith. No instruction will be made where, in the view of the Municipality, a conflict of interest exists at the time of issuing of instructions.
- 4.10 It is required of service providers, prior to acceptance of any instruction, to declare any interest it has in an assignment as well as declare any possible conflicts of interest that may prohibit the service provider from performing such instruction.
- 4.11 The successful tenderer must have the necessary infrastructure, a sound knowledge of relevant legislation, capacity, experience and proven success record in the category of service tendered for, in order to be in a position to protect the Municipality's interest in matters referred to it by the Municipality.
- 4.12 The successful tenderers must demonstrate that adequate staff with the necessary skills and relevant experience acceptable to the Municipality, are available to perform the duties.
- 4.13 The successful tenderers must conduct its business between ordinary business hours, Monday to Friday (7h30 – 16h30) and must be readily accessible to municipal staff. In the event of emergencies, after hours work may be required in which case the tendered rates will apply.
- 4.14 The successful tenderers shall at all times comply with the provisions of the POPI Act, 2013 (Act 4 of 2013) to the extent required.
- 4.15 Once work has been awarded, the performance of service providers will be monitored throughout the contract term. The Municipality reserves the right to terminate, reduce, cease the allocation of work or introduce a financial penalty if work performance is deemed below the required standard or tender conditions are not complied with.
- 4.16 Tenderers shall not be entitled to cede or sub-contract the position on the panel or any brief received pursuant thereto, or any portion thereof, nor shall the Tenderer be entitled to allocate any brief or any portion thereof to any person or entity not listed herein. This prohibition shall not be applicable to the appointment of an advocate and a correspondent attorney, provided that the Tenderer remains responsible for and in control of (as appropriate and reasonable) the rendering of all professional legal services and other services as determined herein.

- 4.17 In the event that there are any changes to the Tenderer's Lead Attorney/ Person or Other Key Personnel, the Tenderer shall be required to inform the Municipality in writing, within fourteen (14) days of such a change, accompanied by a detailed CV of the new person. The CV of the new person will be evaluated.
- 4.18 Successful tenderers will be required to be registered on the Municipality's database of Service Providers before work orders are issued.
- 4.19 An invoice, at no cost to the Municipality (thus no drawing fees) must be submitted on completion of work or on a monthly basis, as per the approved and fixed tariffs as per paragraph 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, two (2) invoices will be submitted, the one being a detailed invoice and the other a reduced invoice as indicated by the Municipality. Both shall adhere to the aforementioned requirements.
- 4.20 A law firm which is in good standing with the relevant Legal Practice Council taking into consideration the provisions of the Legal Practice Act, 2014 (Act 28 of 2014) (proof in the form of a valid letter of good standing from the relevant Legal Practice Council must be submitted with the tender). Copies of the latest letter of good standing must be submitted annually during the contract term. Similarly, other practitioners/individuals are to include their respective governing body's letter of good standing, or an affidavit to the effect that no such governing body applies to them.
- 4.21 Certified copy of a Fidelity Fund Certificate must be submitted together with the bid. Copies of the latest certificate must be submitted annually during the contract term. Similarly other practitioners/individuals are to include their respective governing body's letter of good standing or an affidavit to the effect that no such governing body applies to them.
- 4.22 The Tenderer shall ensure that it maintains professional indemnity insurance cover for at least R5 million (five million rand) for the duration of its panel appointment. The Tenderer appointed for the Debt Collection area of law shall ensure that it maintains professional indemnity insurance cover for at least R10 million (ten million rand) for the duration of its panel appointment. Confirmation of such cover is required at submission of the bid. The insurance cover must be annually updated, and copies thereof must be furnished to the Municipality.
- 4.23 The Municipality reserves the right to cancel the appointment of any service provider and to remove such service provider from the panel if:
- 4.23.1 the legal practitioner/person is struck off/suspended from the rolls of practicing attorneys/advocates or relevant body;

4.23.2 it is found that the legal practitioner/person has acted in an unlawful or unethical manner; or

4.23.3 work performance is deemed by the Municipality to be below the required standard.

4.24 The Municipality reserves the right to increase or decrease the scope of the service required as determined by the prevailing circumstances at the time.

4.25 The Municipality may perform background verification on information provided by the bidder(s).

4.26 The Municipality shall under no circumstances, accept any sub-standard services, for whatsoever reason, during the term of the contract.

4.27 The Municipality will not be held responsible for any claims arising as a result of injury or losses sustained by the service provider or his/her employees during the period of the contract or such period as for which extended.

4.28 Tenderers must establish within one (1) month after contract finalisation, a manned operational office in the George municipal area to be eligible to receive instructions for the following areas of law: 3.1, 3.4, 3.5, 3.7 and 3.8.

5. SPECIAL CONDITIONS: EVALUATION AND TENDER AWARD

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

5.1 The Municipality intends to appoint service providers per category of service in order to allow an efficient working relationship between the Municipality and legal service providers/ individuals / practitioners 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, 2000 (Act 5 of 2000), the following objective criteria will apply to this tender: `

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

5.3 Bidders will be deemed non-responsive if they do not comply with any one of the essential requirements for services as listed above.

5.4 The Municipality reserves the right, to clarify any aspect related to a tender submitted, if deemed necessary.

6. BRIEFING OF COUNSEL

Council 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 two (2) options containing the following information in

respect of each. Where possible at least one of the counsel suggested must be from previously marginalised groups:

Name;

Experience of matter at hand;

Hourly charge out rate;

Day fee; and

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

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

7.1 Non-litigious fees

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

7.2 Litigious fees

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

7.3 Fees for debt collection services

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

7.4 Time-based fees

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

7.5 Lump Sum Fees

The Municipality and the service provider may enter into arrangement for the charging of lump sum fees relating to matters in respect of which a time-based fee is

not appropriate. Lump sum fees may only be agreed upon if it constitute a real saving in respect of legal fees as compared to time-based fees.

7.6 Disbursements

Disbursements as set out hereunder will apply:

NATURE OF DISBURSEMENT	METHOD OF CALCULATION
Advocate fees	Actual cost
Correspondent Attorneys	Actual cost
Sheriff fees	Actual cost
Courier fees	Actual cost
Windeed (or other electronic) deeds searches	Actual cost
Travel cost	In accordance with the Law Society's prescribed rate
Accommodation cost	As per prior arrangement. Limited to the amounts as indicated in MFMA Circular No 97 on Cost Containment, and updated as per OCPO SCM Instruction No 7 of 2022/2023 as may be amended from time to time. Queries in this regard can be directed to Mr KS Ntshangase, SCM Manager
Tracing and ancillary (debt collection service)	Actual cost Note the content of Para 3.7.1.5
Postage and Petties	Actual cost

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

8. EVALUATION SYSTEM AND FUNCTIONING OF PANEL OF SERVICE PROVIDERS

8.1 Pre-qualification (eligibility)

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

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

- (i) A law firm registered with the relevant Legal Practice Council as well as being in existence for ten (10) years from registration (Proof of date of registration with the relevant Legal Practice Council must be submitted with the tender). Similarly, other practitioners / individuals are to include their respective governing body's registration document, or an affidavit to the effect that no such governing body applies to them.
- (j) A law firm which is in good standing with the relevant Legal Practice Council taking into consideration the provisions of the Legal Practice Act, 2014 (Act 28 of 2014) (proof in the form of a valid letter of good standing from the relevant Legal Practice Council must be submitted with the tender). Similarly, other practitioners / individuals are to include their respective governing body's letter of good standing or an affidavit to the effect that no such governing body applies to them; and

- (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, 2014 (proof thereof must be submitted with the tender). Similarly, other practitioners / individuals are to include their respective governing body's letter of good standing or an affidavit to the effect that no such governing body applies to them.

Hereafter the ability of bidders will be assessed as follows:

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

8.2 Appointment service providers

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

- 3.1 General legal advisory services (for each specific category as indicated in 3.1.1 – 3.1.9);
- 3.2 Drafting of by-laws and Policies;
- 3.3 Specialist Practitioners (for the respective categories as indicated in 3.3.1 and 3.3.3);
- 3.7 Investigations in terms of the Code of Conduct for Councillors.

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

- 3.4 Conveyancing and Notarial Registrations;
- 3.5 Conveyancing services: State subsidised housing schemes;

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
Completed page containing the details of tenderer			
Submitted their unique person identification number (pin) issued by SARS to enable the Municipality to view the taxpayer's profile and tax status			
Completed the pricing schedules.			
Completed the signed declaration of interest (MBD 4)			
Completed and signed declaration in order to claim preference points (MBD 6.1) and specific goals			
Completed and signed declaration of bidder's past supply chain management practices (MBD 8)			
Completed and signed certificate of independent bid determination (MBD 9)			
Completed and signed certificate for municipal services and payments to service providers (attach municipal accounts not older than 60 days)			
Signed declaration for understanding and complying with technical specifications			

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME)

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

Name (print)

Surname

Position Date

.....

PRO-FORMA MEMORANDUM

To: UMkhanyakude District Municipality

INFORMATION FOR ASSESSMENT OF CAPACITY AND EXPERIENCE: TENDER.....LEGAL SERVICES AND ANCILLARY SERVICES

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

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 profession staff
See supporting information attached page to
5. Local Government experience
See supporting information attached page to

Name of authorised person submitting bid

Signature

Bidder

BIDDER REFERENCES: CONTRACT LEGAL SERVICES AND ANCILLARY SERVICES

Background information of Nominated Referee for bidder.

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

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

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

3. DELIVERY OF GOODS/SERVICES AT CONTRACT PRICE / AS PER THE PROFESSIONAL BODY'S FEE STRUCTURE	
Question: Did the bidder provide the goods/ services at the prices as tendered?	Answer Yes / No

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

5. AVAILABILITY	
Question: Was the bidder readily available for consultation/advice	Answer

when requested?	
	Excellent
	Very Good
	Good
	Fair
	Poor

6. Does the referee recommend the bidder for appointment by the UMkhanyakude District 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.

PRICING SCHEDULE – CONVEYANCING AND NOTARIAL EREGISTRATIONS
(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 tender a price per Rand as requested in the above pricing schedule, the tender will not be considered for evaluation.

PRICING SCHEDULE – CONVEYANCING SERVICES: STATE SUBSIDIZED
HOUSING SCHEMES (AREA OF LAW 3.5) (Not
applicable to this bid)

SUBSIDY HOUSES	CONVEYANCING CHARGE PER PROPERTY (ALL APPLICABLE TAXES INCLUDED)
1 – 100 transfers	R _____ per property
101 – 500 transfers	R _____ per property
501 – 1 000 transfers	R _____ per property
1 001 – 1 500 transfers	R _____ per property
1 501 – 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 tender a price per Rand as requested in the above pricing schedule, the tender will not be considered for evaluation.

PRICING SCHEDULE – DEBT COLLECTION: PRICES MUST INCLUDE VAT

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

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

1.1 Please indicate specific fees that will be charged for the following "Party-to-Party" work as per the Rules set by the Rules Board (undefended actions only).

	PRICE (R)
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	
TOTAL	

1.2 Fees charged for "attorney and client" work. Please indicate the fee for each individual item.

	PRICE (R)
Telephone call	
Correspondence to own client	
Correspondence from own client	
Consultation with client	
Telephone consultation with own client	
Attend meeting with client and debtor	
TOTAL	

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

2.1 Fees for work done regarding a specific debtor, on matters not/not yet handed over for collection.

negotiation with municipal personnel	
meeting, or negotiation with debtors of the municipality where the municipality need or require the assistance of an attorney during the meeting	

2.2 Fees for work done at the special request of the municipality that do not relate to a specific debtor.

	PRICE
Giving advice regarding existing municipal debt collection protocols and internal procedures at the request of the municipality	
Supplying training to municipal personnel at the request of the municipality	
Attending meetings with the Mayor and/or his Mayoral Committee and/or Finance Portfolio Committee, at the request of the municipality	
Travel expenses per km	
The drafting of a detailed monthly report, in the formal 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	
Complete fee structure for assisting the municipality in liquidations, deceased estates, debt review, business rescue proceedings, acknowledgements of debt and other more complicated legal matters, where the debtor has not been handed over to the attorney.	
TOTAL	

TOTAL OF CATEGORIES ABOVE (VAT INCLUDED):

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

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.

[illegible]

Date _____

Signature of Tenderer

CERTIFICATE OF MUNICIPAL SERVICES

Information required in terms of the UMkhanyakude District Municipality's Supply Chain Management Policy, Clause 28 (i) (c) (ii).

Tender Number:	
Name of Bidder:	

DETAILS OF THE BIDDER/S: Proprietor /Director(s) / Partners, etc:	
Physical Business address of the Bidder	Municipal Account Number(s)

If there is not enough space for all 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 _____ 2025

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.

PRICING SCHEDULE – FIRM PRICES (PURCHASES)

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

IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT

NAME OF BIDDER		TENDER NO	SCMU 004/2025/2026
CLOSING DATE	15 DECEMBER 2025	CLOSING TIME	12:00

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

Item No.	Quantity	Description	Bid Price in RSA Currency **(ALL APPLICABLE TAXES INCLUDED)	
			Unit tariff	Total Cost

- Required by: Legal Services
- At: Mkuze
- Brand and Model
- Country of Origin
- Does the offer comply with the specification(s)?*YES/NO
- If not to specification, indicate deviation(s)
- Period required for delivery
*Delivery: Firm/Not firm
- Delivery basis

Note: All delivery costs must be included in the bid price, for delivery at the prescribed destination.

** "all applicable taxes" includes value- added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.

*Delete if not applicable

COMPULSORY TO COMPLETE

TENDER NO: SCMU 004/2025/2026: APPOINTMENT OF A PANEL OF SERVICE PROVIDERS FOR LEGAL SERVICES FOR A PERIOD OF THREE (3) YEARS.

OFFER

The Employer, identified in the acceptance signature block, has solicited offers to enter into a contract for the procurement of:

TENDER NO: SCMU 004/2025/2026: APPOINTMENT OF A PANEL OF SERVICE PROVIDERS FOR LEGAL SERVICES FOR A PERIOD OF THREE (3) YEARS.

The Tender Supplier, identified in the acceptance signature block, has examined the documents listed in the tender data and addenda thereto as listed in the returnable schedules, and by submitting this offer accepted the conditions of tender.

By the representative of the Tender Supplier, deemed to be duly authorized, signing this part of this form of offer and acceptance, the Tender Supplier offers to perform all of the obligations and liabilities of the contractor under the contract, including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the conditions of tender identified in the tender data. **AS PER PRICING SCHEDULE** This offer may be accepted by the employer by signing the acceptance part of this form of offer and acceptance, and returning one copy of this document to the tender supplier before the end of the period of validity stated in the tender data, whereupon the tender supplier becomes the party named as the contractor in the contract identified in the tender data.

Signature(s)

Name(s)

Capacity

Company Name

Address

.....

.....

ACCEPTANCE

By signing this part of the form of offer and acceptance, the employer identified below accepts the Tender supplier's offer. In consideration thereof, the employer shall pay the tender supplier the amount due in accordance with the conditions of quote identified in the tender data. Acceptance of the tender supplier's offer shall form an agreement between the employer and the tender 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 tender supplier receives one fully completed original copy of this document, including the schedule of deviations (if any). Unless the tender 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.

Signature(s)

Name(s) Capacity

..... For the
Employer

.....
(Name and address of organization)

Date:

DECLARATION OF INTEREST

1.	No bid will be accepted from persons in the service of the state.	
2.	Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favoritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in the service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority.	
3	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? If so, furnish particulars.	Yes / No
3.10	Do you have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid? If yes, furnish the following particulars:	Yes / No
3.10.1	Name of person: 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:	

3.11 3.11.1	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? If yes, furnish the following particulars: 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:	Yes / No	
3.12 3.12.1	Are any of the company's directors, managers, principal shareholders or stakeholders in the service of the state? 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:	Yes / No	
3.13 3.13.1	Is any spouse, child or parent of the company's directors, trustees, managers, principle shareholders or stakeholders in the service of the state? 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:	Yes / No	
3.14 3.14.1	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? If yes, furnish particulars:	Yes / No	
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 / Persal Number
The contract will be automatically cancelled if there is a conflict of interest which is not disclosed by the bidder.			

.....
Signature

.....
Date

.....
Capacity

.....
Name of the bidder

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

- (a) a member of –
 - (i) any municipal council;
 - (ii) any provincial legislature; or
 - (iii) the National Assembly or the National Council of Provinces;
- (b) a member of the board of directors of any municipal entity;
- (c) an official 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.

PREFERENCE POINTS CLAIM FORM

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

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

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

1. GENERAL CONDITIONS

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

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

1.2 Preference Point allocation:

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

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

- (a) Price;
- (b) Preference points for B-BBEE status level contribution
- (c) Preference points for Locality

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS	
PRICE	80	
Specific Goals	20	
Enterprise owned by black people : More than 51%	4	
Enterprise owned by Woman: More than 51%	4	
Enterprise owned by Youth	4	
Enterprise owned by Disabled	4	
EME/ QSE	4	
Total points	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 the tender, B-BBEE certificate or an Affidavit for an Exempt Micro Enterprise, will be interpreted to mean that preference points are not claimed.

1.6 Umkhanyakude District Municipality reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim regarding preference points, in any manner required by the Municipality.

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).
- (f) **"B-BBEE"** means broad -based black economic empowerment as defined in section 1 of the Broad -Based Black Economic Empowerment Act;
- (g) **"B-BBEE status level of contributor"** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad -Based Black Economic Empowerment Act;
- (h) **"Broad-Based Black Economic Empowerment Act"** means the Broad -Based Black Economic Empowerment Act, 2003 (Act No.53 of 2003);
- (i) **"Proof of B-BBEE status level of contributor" means:**
 - 1) B-BBEE Status level certificate issued by an authorised body or person;
 - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
 - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (j) **"EME"** means an Exempted Micro Enterprise in terms of a code of good practise on black economic empowerment issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (k) **"QSE"** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9(1) of the Broad -Based Black Economic Empowerment Act;
- (l) **"Functionality"** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents

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:

<u>80/20</u>	or	<u>90/10</u>	
$P_s = 8888 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right)$	or	$P_s = 9988 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right)$	
Where			
P _s	=	Points scored for price of tender under consideration	
P _t	=	Price of tender under consideration	
P _{in}	=	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:

<u>80/20</u>	or	<u>90/10</u>	
$P_s = 8888 \left(1 + \frac{P_t - P_{max}}{P_{max}} \right)$	or	$P_s = 9988 \left(1 + \frac{P_t - P_{max}}{P_{max}} \right)$	

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 SPECIFIC GOALS

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

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

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

5. BID DECLARATION

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

4. SPECIFIC GOALS CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.2

4.1 SPECIFIC GOALS = (Maximum of 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.2 and must be substantiated by relevant proof of B-BBEE status level of contributor.)

5. SUB-CONTRACTING

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

(Tick applicable box)

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

7.1.1 If yes, indicate:

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

(Tick applicable box)

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

- v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations, 2022:

Designated Group: An EME or QSE which is at last 51% owned by:	EME	QSE
	√	√
Any EME		
Any QSE		

8 DECLARATION WITH REGARD TO COMPANY/FIRM

8.1 Name of company/firm.....

8.2 VAT registration number.....

8.3 Company registration number:

8.4 TYPE OF COMPANY/ FIRM

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

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

8.6 COMPANY CLASSIFICATION

- ☐ Manufacturer
- ☐ Supplier
- ☐ Professional
- ☐ Other service providers, e.g. transporter, etc

[TICK APPLICABLE BOX]

8.7 MUNICIPAL INFORMATION

A Tenderer must submit a Municipal Account for their primary business location or valid lease agreement, as per address indicated in the bid document, to claim preference points for locality

Failure to submit a valid Municipal Account or Lease agreement will result in 0 preference point allocation for locality

Municipality where business is situated:.....

Registered Account Number:.....

Stand Number:.....

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

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, 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 *audio 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 – 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	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

CONTRACT FORM – PURCHASE OF GOODS / SERVICES

THIS FORM MUST BE FILLED IN DUPLICATE BY BOTH THE SUCCESSFUL SERVICE PROVIDER (PART 1) AND THE DISTRICT MUNICIPALITY (PART 2). BOTH FORMS MUST BE SIGNED IN THE ORIGINAL SO THAT THE SUCCESSFUL SERVICE PROVIDER AND THE DISTRICT MUNICIPALITY WOULD BE IN POSSESSION OF ORIGINALLY SIGNED CONTRACTS FOR THEIR RESPECTIVE RECORDS.

PART 1 (TO BE FILLED IN BY THE BIDDER)

I the undersigned (Full names) duly authorized thereto hereby undertake to supply all or any of the goods and/or services described in the attached bidding documents to **UMKHANYAKUDE DISTRICT MUNICIPALITY** (the District Municipality) in accordance with the requirements and specifications stipulated in bid number

SCMU 004/2025/2026: APPOINTMENT OF A PANEL OF SERVICE PROVIDERS FOR LEGAL SERVICES FOR A PERIOD OF THREE (3) YEARS

at the price/s quoted. The offer/s remains binding upon me/ the Company/ Close Corporation and open for acceptance by the **District Municipality** during the validity period indicated and calculated from the closing time of bid.

1. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (i) Bidding documents, viz
 - Invitation to bid;
 - SARS TCS Pin;
 - Pricing schedule(s);
 - Technical Specification(s);
 - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2022;
 - Declaration of interest;
 - Declaration of bidder's past SCM practices;
 - Certificate of Independent Bid Determination;
 - Special Conditions of Contract;
 - (ii) General Conditions of Contract; and
 - (iii) Other (specify)

I confirm hereby that I have examined and read the above documents and declare that I am/ the Company/ Close Corporation is bound by the conditions contained in it.

2. I confirm that I have satisfied myself as to the correctness and validity of the bid; that the price(s) and rate(s) quoted cover all the goods and/or services specified in the bidding documents; that the price(s) and rate(s) cover all my/the Company's/Close Corporation's obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own or the Company's/Close Corporation's risk.
3. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me/the Company/Close Corporation under this agreement as the principal liable for the due fulfilment of this contract.
4. I declare that I/the Company/Close Corporation have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
5. I confirm that I am duly authorised to sign this contract.

NAME OF PERSON/ COMPANY/ CLOSE CORPORATION TO WHOM THE TENDER/BID WAS AWARDED (PRINT)

- (i) (Sole Supplier) (Full names..... (Identity Nr)
- (ii) (Registered name of Company/ Close Corporation).....
(Registration Nr.).....) and herein represented by..... , in
his/ her capacity as..... duly authorised thereto **according to a Directors/**

Members resolution of which a copy is attached)

SIGNED ATON THIS..... DAY OF..... 2025

SIGNATURE.....

CAPACITY.....

WITNESSES

1.....

2.....

DATE:

CONTRACT FORM – PURCHASE OF GOODS / WORKS

PART 2 (TO BE FILLED IN BY THE DISTRICT MUNICIPALITY)

I in my capacity as MUNICIPAL MANAGER accept your bid under reference number:

SCMU 004/2025/26: APPOINTMENT OF A PANEL OF SERVICE PROVIDERS FOR LEGAL SERVICES FOR A PERIOD OF THREE (3) YEARS.

Dated for the supply of goods/services indicated hereunder and/or further specified in the annexure(s).

1. An official order indicating delivery instructions is forthcoming.
2. I undertake to make payment for the goods/services delivered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice accompanied by the delivery note.

<u>ITEM NO.</u>	<u>PRICE (ALL APPLICABLE TAXES INCLUDED)</u>	<u>BRAND</u>	<u>DELIVERY PERIOD</u>	<u>SPECIFIC GOALS</u>	<u>BUSINESS LOCATION</u>

4. I confirm that I am duly authorized to sign this contract.

SIGNED AT..... ON THIS DAY OF..... 2025

SIGNATURE
NAME (PRINT)
MUNICIPAL MANAGER

OFFICIAL STAMP

WITNESSES

1.....

2.....

DATE.....

.....

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	Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied). 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.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? 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.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of 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:		
4.4	Was any contract between the bidder and any 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"/>
4.4.1	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 THE CANCELLATION OF A CONTRACT, ACTION MAY BE TAKEN AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
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.

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

SCMU 004/2025/2026: APPOINTMENT OF A PANEL OF SERVICE PROVIDERS FOR LEGAL SERVICES FOR A PERIOD OF THREE (3) YEARS.

in response to the invitation for the bid made by:

UMKHANYAKUDE DISTRICT MUNICIPALITY

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

I certify, on behalf of: _____ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder.
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or 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 the 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.

AUTHORITY OF SIGNATORY

Details of person responsible for Tender process:

Name			
Contact number	()		
Address of office submitting the Tender			
Telephone no	()		
Fax no	()		
E-mail address			

Signatories for close corporations and companies shall confirm their authority by attaching to this form a **duly signed and dated original or certified copy** of the relevant resolution of their members or their board of directors, as the case may be.

"By resolution of the board of directors passed on (date).....

Mr./Mshas been duly authorized to sign all documents in connection with tender number:

SCMU 004/2025/2026: APPOINTMENT OF A PANEL OF SERVICE PROVIDERS FOR LEGAL SERVICES FOR A PERIOD OF THREE (3) YEARS.

and any Contract which may arise there from on behalf of

(BLOCK CAPITALS)

SIGNED ON BEHALF OF THE COMPANY

IN HIS / HER CAPACITY AS

DATE

FULL NAMES OF SIGNATORY

AS WITNESSES 1.

2.

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 provider, 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 provider under the contract for the full and proper performance of his contractual obligations.
 - 1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
 - 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
 - 1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
 - 1.7 "Day" means calendar day.
 - 1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.
 - 1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.
 - 1.10 "Delivery into 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 provider bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
 - 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
 - 1.12 "Force majeure" means an event beyond the control of the provider and not involving the provider'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 provider 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 provider or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
 - 1.17 "Local content" means that portion of the bidding price which is not included in the

<u>General Conditions of Contract</u>	
	<p>imported content provided that local manufacture does take place.</p> <p>1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.</p> <p>1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.</p> <p>1.20 "Project site," where applicable, means the place indicated in bidding documents.</p> <p>1.21 "Purchaser" means the organization purchasing the goods.</p> <p>1.22 "Republic" means the Republic of South Africa.</p> <p>1.23 "SCC" means the Special Conditions of Contract.</p> <p>1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the provider covered under the contract.</p> <p>1.25 "Written" or "in writing" means hand-written in ink or any form of electronic or mechanical writing.</p>
2. Application	<p>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.</p> <p>2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.</p> <p>2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.</p>
3. General	<p>3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.</p> <p>3.2 Invitations to bid are usually published in locally distributed news media and in the institution's website.</p>
4. Standards	<p>4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.</p>
5. Use of contract documents and information; inspection.	<p>5.1 The provider 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.</p> <p>5.2 The provider shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.</p> <p>5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the provider's performance under the contract if so required by the purchaser.</p> <p>5.4 The provider shall permit the purchaser to inspect the provider's records relating to the performance of the provider and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.</p>
6. Patent rights	<p>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.</p> <p>6.2 When a provider 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.</p>
7. Performance security	<p>7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.</p>

General Conditions of Contract	
	<p>7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the provider's failure to complete his obligations under the contract.</p> <p>7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:</p> <p>(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</p> <p>(b) a cashier's or certified cheque.</p> <p>7.4 The performance security will be discharged by the purchaser and returned to the provider not later than thirty (30) days following the date of completion of the provider's performance obligations under the contract, including any warranty obligations, unless otherwise specified.</p>
8. Inspections, tests and analyses	<p>8.1 All pre-bidding testing will be for the account of the bidder.</p> <p>8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the purchaser or an organization acting on behalf of the purchaser.</p> <p>8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.</p> <p>8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.</p> <p>8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the provider.</p> <p>8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.</p> <p>8.7 Any contract supplies may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the provider who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the providers cost and risk. Should the provider fail to provide the substitute supplies forthwith, the purchaser may, without giving the provider further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the provider.</p> <p>8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.</p>

9. Packing	<p>9.1 The provider shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.</p> <p>9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, and in any subsequent instructions</p>
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General Conditions of Contract	
	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 provider 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	<p>13.1 The provider may be required to provide any or all of the following services, including additional services, if any:</p> <ul style="list-style-type: none"> (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 provider of any warranty obligations under this contract; and (e) training of the purchaser's personnel, at the provider's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods. <p>13.2 Prices charged by the provider 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.</p>
14. Spare parts	<p>14.1 As specified, the provider may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the provider:</p> <ul style="list-style-type: none"> (a) such spare parts as the purchaser may elect to purchase from the provider, provided that this election shall not relieve the provider of any warranty obligations under the contract; and (b) in the event of termination of production of the spare parts: <ul style="list-style-type: none"> (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	<p>15.1 The provider 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 provider 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 provider, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.</p> <p>15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise.</p> <p>15.3 The purchaser shall promptly notify the provider in writing of any claims arising under this warranty.</p> <p>15.4 Upon receipt of such notice, the provider shall, within the period specified and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.</p> <p>15.5 If the provider, 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 provider's risk and expense and without prejudice to any other rights which the purchaser may have against the provider under the contract.</p>
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General Conditions of Contract	
16. Payment	<p>16.1 The method and conditions of payment to be made to the provider under this contract shall be specified.</p> <p>16.2 The provider shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract.</p> <p>16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the provider.</p> <p>16.4 Payment will be made in Rand unless otherwise stipulated.</p>
17. Prices	<p>17.1 Prices charged by the provider 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.</p>
18. Increase / decrease of quantities	<p>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 revised 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.</p>
19. Contract amendments	<p>19.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.</p>
20. Assignment	<p>20.1 The provider shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.</p>
21. Subcontracts	<p>21.1 The provider 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 provider from any liability or obligation under the contract.</p>
22. Delays in the provider's performance	<p>22.1 Delivery of the goods and performance of services shall be made by the provider in accordance with the time schedule prescribed by the purchaser in the contract.</p>
	<p>22.2 If at any time during performance of the contract, the provider or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the provider 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 provider's notice, the purchaser shall evaluate the situation and may at his discretion extend the provider's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.</p>
	<p>22.3 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the provider's point of supply is not situated at or near the place where the supplies are required, or the provider's services are not readily available.</p>

	<p>22.4 Except as provided under GCC Clause 25, a delay by the provider in the performance of its delivery obligations shall render the provider 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.</p> <p>22.5 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the provider'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 provider.</p>
23. Penalties	<p>23.1 Subject to GCC Clause 25, if the provider fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.</p>
24. Termination for default	<p>24.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the provider, may terminate this contract in whole or in part:</p> <ul style="list-style-type: none"> (a) if the provider 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 22.2; (b) if the provider fails to perform any other obligation(s) under the contract; or (c) if the provider, in the judgement of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract. <p>24.2 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 provider shall be liable to the</p>

<u>General Conditions of Contract</u>	
	<p>purchaser for any excess costs for such similar goods, works or services. However, the provider shall continue performance of the contract to the extent not terminated.</p> <p>24.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.</p> <p>24.4 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.</p> <p>24.5 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.</p> <p>24.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:</p> <ul style="list-style-type: none"> (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. <p>These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.</p> <p>24.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.</p>

25. Anti-dumping and counter-vailing duties and rights	25.1 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 provider to the purchaser or the purchaser may deduct such amounts from moneys (if any) which may otherwise be due to the provider 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.
26. Force Majeure	<p>26.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the provider shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.</p> <p>26.2 If a force majeure situation arises, the provider shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the provider shall continue to perform its obligations under the contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the force majeure event.</p>
27. Termination for insolvency	27.1 The purchaser may at any time terminate the contract by giving written notice to the provider if the provider becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the provider, 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.

General Conditions of Contract	
28. Settlement of Disputes	<p>28.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the provider in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.</p> <p>28.2 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 provider may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.</p> <p>28.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.</p> <p>28.4 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 provider any monies due the provider for goods delivered and / or services rendered according to the prescripts of the contract.</p>
29. Limitation of liability	<p>29.1 Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6; (a) the provider 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 provider to pay penalties and/or damages to the purchaser; and</p>
	(b) the aggregate liability of the provider 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.
30. Governing language	30.1 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.
31. Applicable law	31.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified.

32. Notices	<p>32.1 Every written acceptance of a bid shall be posted to the provider concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice.</p> <p>32.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.</p>
33. Taxes and duties	<p>33.1 A foreign provider shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.</p> <p>33.2 A local provider shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.</p> <p>33.3 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.</p>
34. Transfer of contracts	<p>34.1 The contractor shall not abandon, transfer, assign or sublet a contract or part thereof without the written permission of the purchaser.</p>
35. Amendment of contracts	<p>35.1 No agreement to amend or vary a contract or order or the conditions, stipulations or provisions thereof shall be valid and of any force unless such agreement to amend or vary is entered into in writing and signed by the contracting parties. Any waiver of the requirement that the agreement to amend or vary shall be in writing, shall also be in writing.</p>

BID REQUIREMENTS OF UMKHANYAKUDE DISTRICT MUNICIPALITY

THE FOLLOWING PARTICULARS MUST BE FURNISHED. FAILURE TO DO SO MAY RESULT IN THE BID BEING DISQUALIFIED

CENTRAL SUPPLIER DATABASE (CSD) NO:

NAME OF BIDDER:

POSTAL ADDRESS:

STREET ADDRESS:

TELEPHONE: AREA CODE:

NUMBER:

FACSIMILE: AREA CODE:

NUMBER:

E-MAIL ADDRESS (IF AVAILABLE):

NAME OF CONTACT PERSON:

CELL PHONE NUMBER OF CONTACT PERSON:

Has a SARS TCS Pin been submitted

Yes / No

Income Tax Number

Name of taxpayer

Identity number of taxpayer (if applicable)

Employer's PAYE registration number (if applicable)

Company or CC Registration No

Are you the accredited representative in South Africa for the goods / services offered by you?

YES / NO / NOT APPLICABLE

AUTHORISED SIGNATURE:

NAME:

CAPACITY:

DATE:

PAST EXPERIENCE

Tenderers must furnish hereunder details of similar services, which they have satisfactorily completed in the past.

EMPLOYER	DURATION AND COMPLETION DATE	EMPLOYER CONTACT NUMBER

DATE

SIGNATURE OF TENDERER

REQUIRED DOCUMENTATION

A PUBLIC COMPANY or SECTION 21 COMPANY

A certified copy of the company's Certificate of Incorporation (CM3).

If any changes had occurred in the board of Shareholders or Directors of the company since registration, a certified copy of the amended Certificate of Incorporation regarding the changes that were registered in the office of the Registrar of Companies must be obtained.

In the case of a Company, a resolution from the directors that the person who is appointed to sign the tender and SLA document is authorized to act on behalf of the Company. The full names, identity number and his/ her capacity must be included in the resolution.

A CLOSE CORPORATION

A certified copy of the Close Corporation's registration document. (CK1 & CK2).

If any changes had occurred in the Membership of the Close Corporation since registration, a certified copy of the amended Registration Certificate regarding the changes in membership that were registered in the office of the Registrar of Companies must be obtained. In the case of a Close Corporation, a resolution from the members that the person who is appointed to sign the tender and SLA document is authorized to act on behalf of the Close Corporation. The full names, identity number and his/ her capacity must be included in the resolution.

A TRUST

A certified copy of the Trust deed (document) as well as a letter of authority in the case of business trust.

A PARTNERSHIP

A certified copy of the Partnership Agreement.

A SOLE PROPRIETOR

A certified copy of the Owner's ID document.

In all cases, a valid Tax Clearance certificate is required.

Where necessary certified copies of other relevant registration certificates pertaining to the business as required by legislation.

The above documentation did not include necessarily all the documentation that may be needed by the Supply Chain department which must also be requested.