



UMSHWATHI MUNICIPALITY

BID DOCUMENT

BID NUMBER: T2022/23/04

Panel of Attorneys

CLOSING TIME	:	12h00
CLOSING DATE	:	07 December 2022
BID DOCUMENT FEE (non-refundable)	:	R350

Bids must be properly received and deposited in the Bid box on or before the closing date and before the closing time. No late Bids will be accepted under any circumstances. Bids must be submitted in a sealed envelope properly marked in terms of the Bid number and Bid description as indicated above, at the Municipal Office situated at New Hanover, Main Road Opposite the SAPS. No Bids will be accepted via facsimile, email or telegram.

SERVICE PROVIDER'S DETAILS

Name of Service Provider:	
Contact Person:	
E-mail Address:	
Telephone Number:	() Code
Fax Number:	() Code
Physical Address:	
Postal Address:	

NOTE: The Service Provider shall be deemed to have satisfied himself/herself/themselves as to all the conditions and circumstances affecting this Bid, including the physical aspects of working areas, and by the submission of a Bid, will confirm acceptance of the conditions and circumstances applicable to any subsequent contract. NB: NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE (as defined in Regulation 1 of the Local Government: Municipal Supply Chain Management Regulations)

Table of Contents

PART 1: INVITATION TO BID	3
Advertisement.....	3
RESPONSIVENESS AND EVALUATION CRITERIA	7
1.1 TENDER INFORMATION	9
1.2 ELIGIBILITY FOR PARTICIPATION FOR PROSPECTIVE TENDERERS – TEST FOR RESPONSIVENESS.....	10
1.3 DEFINITIONS.....	11
PART 2: SPECIFICATIONS AND REQUIREMENTS	12
2.2 GENERAL TERMS AND CONDITIONS.....	12
2.3 SCOPE OF SERVICES	13
2.4 OBJECTIVES - EXPECTED OUTCOMES AND DELIVERABLES	14
2.5 MANDATORY REQUIREMENTS.....	14
2.6 EVALUATION CRITERIA.....	15
2.7 GENERAL INFORMATION TO TENDERERS	16
2.8 STRUCTURE AND FORMAT.....	19
2.8.1 FORMAT COMPLIANCE	19
2.9 BILLING PROCEDURES.....	19
2.10 PRICE VARIATIONS	20
PART 3: GENERAL CONDITION OF CONTRACT	21
GENERAL CONDITIONS OF CONTRACT.....	22
PART 4: MUNICIPAL BID DOCUMENTS (MBD)	32
MBD 4: DECLARATION OF INTEREST	33
MBD 6.1: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017	36
MBD 7.2: CONTRACT FORM - RENDERING OF SERVICES	43
MBD 8:DECLARATION OF BIDDER’S PAST SUPPLY CHAIN MANAGEMENT PRACTICES	45
MBD 9 :CERTIFICATE OF INDEPENDENT BID DETERMINATION	47
PART 4: DETAILED FEE AND DISBURSEMENTS STRUCTURES, INCLUDING VAT	52

PART 1: INVITATION TO BID

Advertisement



UMSHWATHI MUNICIPALITY

BID NUMBER: T2022/23/04

Panel of Attorneys

Bids are invited from reputable legal firms for inclusion in the municipality's panel of attorneys for a period of 36 months.

There is no briefing session to be attended. Bid documents will be available from **the 22nd of November 2022 to the 07th of December 2022** upon payment of a **non-refundable fee of R350.00** or document can be downloaded for free on the government eTender portal by visiting <https://www.etenders.gov.za/>

Original and completed bid documents must be placed in a sealed envelope marked: "**Panel of Attorneys – T2022/23/04**" and must be deposited in the bid box at the reception of uMshwathi Municipality offices. The municipal offices are situated at **Main Road, New Hanover**. **Submission of bids** should be done during office hours between 07h30 to 16h00. Tender Closing date for the submission will be **12h00 PM on 07th of December 2022**. Tenders will be opened in public soon after closure and the bid name will be read out. **Faxed, emailed and late bids will not be accepted.**

Bids Evaluation. Bids will be evaluated using 80/20 points principle of the preferential procurement Regulations, 2017 and functionality. Criterion for functionality will cover: Experience 20 points; Knowledge of local government 20 points and methodology 60 points. **Proposals that fail to achieve minimum score of 60 points** will be disqualified. **The Municipality does not bind itself to accept any lowest bid and reserves the right to apply its discretion in selecting the panel.**

Technical enquiries may be directed to **Mr. Sibusiso Lunga 033 816 6800** or email to sibusisol@umshwathi.gov.za and **procurement enquiries** may be directed to **Mrs. B Ntinga** on **033 816 6882** or email to bongisiwen@umshwathi.gov.za

NM MABASO
MUNICIPAL MANAGER

CHECK LIST

NB: documents must be submitted using reference provided below. Bid that does not comply with this requirement would not be evaluated. Please complete the schedule below.

Compulsory filing reference number	Document	Submitted			Comments
		YES	NO	N/A	
A	Completed Bid Document				
B	Proof of registration with Law Society of South Africa				
C	Proof of registration with South Africa Institute of Intellectual Property Law as patent attorney				
D	Certified copy of Fidelity Fund Certificate				
E	Tax Clearance Certificate / SARS PIN				
F	CV's of personnel to be used with proof of professional registration with professional body/ Law Society				
G	Certified ID copies of company directors				
H	Certified copy of company registration documents				
I	Proof of CSD registration				
J	Proof experience				
K	Reference letters				
L	Methodology				
M	Proof of professional indemnity insurance				
N	Company profile				
O	Municipal rates certificate or copy of lease agreement				
P	BBBEE certificate / affidavit				
	Addition information index				
Q					
R					
S					
T					
U					
V					
W					
X					
Y					
Z					

AUTHORITY OF SIGNATORY TO SIGN

(To be completed when the Tender is submitted by a Company, Corporation or Firm)

I, the undersigned, hereby declare that I am authorized to enter into this Contract on behalf of

.....

by virtue of resolution/letter dated, a certified copy of which is attached.

Signature:

Name (in capital letters) :

In his/her capacity as :

Date :

As Witnesses:

1. Signature: Name:

2. Signature: Name:

**uMSHWATHI MUNICIPALITY
PANEL OF ATTORNEYS**

**Bid Number: T2022/23/04
RESPONSIVENESS AND EVALUATION CRITERIA**

NB: uMshwathi Municipality may verify any information submitted in terms of this bid and any information that is incorrect may result in that bid being automatically disqualified and not considered further.

RESPONSIVENESS CRITERIA

Responsiveness consideration must be read in conjunction with other terms and conditions as stated in other sections of the bid document. No bid will be considered by uMshwathi Municipality unless it meets the following responsiveness criteria (for the bid to be considered responsive, the bid **must** meet the following requirements amongst others):

COMPULSORY RETURNABLE DOCUMENTS:

- a) The **official Quotation document** must be fully completed in indelible black ink. Where information requested does not apply to the Bidder and the space is left blank, it will be deemed to be not applicable.
- b) The Bidder must be in **good standing** to do business with the public sector in terms of Regulation 38 of the Supply Chain Management Regulations 2017 (Government Gazette 27636 of 30 May 2005).
- c) The bidder must adhere to the **Pricing Instructions**,
- d) The necessary document **authorizing the Representative to sign** and submit the bid on the bidder's behalf must be completed and signed.
- e) The **Municipal Bid Documents (MBDs) 4, 6.1, 8, 9** by the bidder must be completed and signed.
- f) Methodology,
- g) Tax Verification PIN or Central Supplier Database number,
- h) Certificate of authority of signatory to sign and a Certified Identity Document,
- i) Latest rates and / or municipal services statement of account not in arrears for more than three (3) months must be submitted. In a case where a bidder is renting, a lease agreement must be attached instead of municipal statement of account. Where business is operated outside of municipal rated area an affidavit to that effect must be attached and accompanied by letter signed by ward councilor confirming location of business premises.
- j) Category of law that the company falls under and experience must be clearly indicated on the proposal

OTHER RETURNABLE DOCUMENTS THAT MAY BE SUBMITTED:

- a) Certified copy of a Valid B-BBEE status level verification certificate issued by a verification agency accredited by SANAS or original sworn affidavit,
- b) ID certificate(s) of all directors, members and/or shareholders,
- c) Central Supply Database Certificate (CSD),
- d) ID certificate(s) of all directors, members and/or shareholders,
- e) Valid Tax Clearance Certificate
- f) Detailed Company profile
- g) Company / CC / Trust / Partnership / registration certificates,
- h) Certificate of Authority for Signatory and Registration/ID.
- i) Previous experiences (both the appointment letter(s) and completion/ reference letter(s),
- j) Curriculum Vitae of a key personnel with relevant working experience(s) and certified copy(ies) of their qualification(s).
- k) Company's bank account confirmation letter,
- l) VAT Registration certificate,
- m) Proof of purchase of tender document (if applicable),
- n) Record of addendum (if applicable)

SIGNATURE:

(of person authorised to sign on behalf of the Tenderer)

DATE:

REQUEST FOR PROPOSALS

TENDER NUMBER: T2022/2304

**SUPPLY OF LEGAL SERVICES ON AN “AS AND WHEN” REQUIRED
BASIS FOR**

COMPANY NAME: _____

COMPANY REPRESENTATIVE AND CONTACT DETAILS: _____

CLOSING DATE: 07 December 2022 at 12:00

NB: LATE SUBMISSION WILL NOT BE ACCEPTED UNDER ANY CIRCUMSTANCES

1.1 TENDER INFORMATION

TENDER No.:	T2022/23/04
DESCRIPTION :	SUPPLY OF LEGAL SERVICES ON AN “AS AND WHEN” REQUIRED BASIS
BRIEFING SESSION :	No briefing session will be held.
CLOSING TIME AND DATE	07 December 2022 at 12:00 No late tenders will be accepted
DELIVERY DETAILS :	One original copy of the proposal must be deposited in a tender box located at reception, New Hanover Main Offices, Opposite Police Station in a sealed envelope, clearly stating the reference number, name of the proposal and company name submitting the proposal. Failure to comply might render the tender to be rejected based failure to comply with submission requirements.
ELECTRONIC TENDERS :	Will not be accepted
POSTAL TENDER :	Will not be accepted
OPENING:	Tender will be opened in public after the closing time when names of the interested companies will be read.
REQUIRED TENDER VALIDITY :	90 days
CONTACT PERSON :	sibusisol@umshwathi.gov.za / 033 816 6820
DURATION OF CONTRACT	For a period not exceeding thirty-six months (36) years, subject to annual review and based on performance and requirements

1.2 ELIGIBILITY FOR PARTICIPATION FOR PROSPECTIVE TENDERERS – TEST FOR RESPONSIVENESS

NB: Failure to comply with participation requirement will invalidate your bid.

- 1.2.1 The Tenderer must be an established business entity with premises from which the company operates and the necessary management skills with experience in managing a professional operation.
- 1.2.2 The Tenderer must have resources to provide shall use only trained and experienced personnel. **NB: CV's, certified qualifications and proof of professional registration of all personnel to be used must be attached.**
- 1.2.3 The Tenderer must have the necessary expertise and understanding of the process to be able to deal with all the challenges of the legal services. **Company profile**
- 1.2.4 The tenderer must be accredited / qualified to render legal services as considered.
- 1.2.5 **uMshwathi Municipality will exclude the following suppliers from its procurement if:**
- 1.2.5.1 The supplier is not registered with relevant legal society.
- 1.2.5.2 There is a conflict of interest between the supplier and uMshwathi Municipality as determined at the discretion of the municipality.
- 1.2.5.3 The supplier has been placed in liquidation, sequestration, business rescue and/or curatorship.
- 1.2.5.4 The supplier has embarked on litigation against municipality or any of its employees.
- 1.2.5.5 The supplier has been blacklisted by any credit bureau, government department, National Treasury or any other local authority.
- 1.2.5.6 The supplier has a poor service track record as determined by municipality on its sole discretion based on previous work done for the municipality or based on reference feedbacks received from previous clients as may be obtained by the municipality during the adjudication.
- 1.2.5.7 The supplier has a criminal conviction.
- 1.2.5.8 Joint ventures shall not be accepted.
- 1.2.5.9 The supplier is considered by the municipality not to be suitable to undertake the work concerned.
- 1.2.5.10 The supplier failed to submit to the municipality an original Tax Clearance Certificate from the South African Revenue Service ("SARS") certifying that the taxes of the supplier are in order or that suitable arrangements have been made with SARS. Latest tax affairs verification method as practice by the SARS at the time of close of tender will also be acceptable. This includes submission of tax status verification PIN.
- 1.2.5.11 The supplier acted in a fraudulent manner or in bad faith or in any other improper

manner in their dealings with the municipality.

1.2.6 Submitted tenders will be assessed on the following, but not limited to:

- a) Technical ability
- b) Understanding of the local government environment
- c) Competence and profile of key personnel
- d) Experience in similar matters
- e) Black Economic Empowerment imperatives and commitments
- f) Competitive pricing

1.3 DEFINITIONS

1.3.1 **“CONFIDENTIAL INFORMATION”** means any uMshwathi Municipality information, technical knowledge, including but not limited to processes, products and business, specifications, data, materials, names of suppliers, clients, purchasing and marketing action, and/or other communications of a confidential nature, either in written, graphical or other tangible form or oral or visual, relating to or useful in connection with the supply of GOODS disclosed or provided by uMshwathi Municipality to the SUPPLIER or, which may be learned or acquired by the SUPPLIER during any examination of any information or during any negotiations and /or discussions concerning the supply of GOODS.

1.3.2 **“CONTRACT”** means the contract concluded between uMshwathi Municipality and SUPPLIER for the supply of SERVICES.

1.3.3 **“DAY”** means a business day.

1.3.4 **“FACSIMILIE OR FAX”** means the successful dispatch by facsimile as confirmed by the sender.

1.3.5 **“GOODS”** means those items or services indicated in each individual Purchase Order;

1.3.6 **“LAW”** means the South African common law and statutory law. Statutory law includes rules, regulations and determinations made by any competent authority whether primary or subordinate.

1.3.7 **“PARTIES”** means uMshwathi Municipality and SUPPLIER.

1.3.8 **“PURCHASE ORDER”** means an order that will be placed on the SUPPLIER from time to time for the purchase of the GOODS or services in terms of, or in accordance with the CONTRACT entered into between uMshwathi Municipality and SUPPLIER for the supply of GOODS as well as all documents incorporated by reference to ascertain the rights and obligations of the parties under the CONTRACT.

1.3.9 **“MUNICIPALITY OFFICIAL”** means the designated, duly authorized UMSHWATHI MUNICIPALITY OFFICIAL, responsible for the PURCHASE ORDER.

1.3.10 **“MUNICIPALITY PREMISES”** means the area indicated in the PURCHASE ORDER or the entire area in which the particular UMSHWATHI MUNICIPALITY conducts its activities and where the SUPPLIER is required to supply and deliver the GOODS as stipulated or indicated in the PURCHASE ORDER.

1.3.11 **“RFP”** means Request for quotation

1.3.12 **“SUPPLIER”** means the party who provides the SERVICE in terms of the CONTRACT and PURCHASE ORDER.

1.3.13 **“VAT”** means Value Added Tax as levied in terms of the Value-Added Tax Act, 89 of 1991, as amended from time to time.

PART 2: SPECIFICATIONS AND REQUIREMENTS

2.1 CORPORATE PROFILE

uMshwathi Municipality falls under uMgungundlovu District Municipality and is located immediately adjacent to Pietermaritzburg. The municipality comprises of five major urban centers (New Hanover, Wartburg, Trustfeed, Dalton and Cool Air) as well as the rural residential settlements of Swayimane, Mpolweni, Thokozani and Ozwathini. uMshwathi covers an area of about 1 811 km². The municipality is led by the council which has the Constitutionally protected right to determine the structure of the municipality's internal operation. The municipality is charges with a primary responsibility of ensuring delivery of basic services on a sustainable basis of of driving local economic development. (For more information please visit the municipality website on www.umshwathi.gov.za).

2.2 GENERAL TERMS AND CONDITIONS

This RFP is made available on the same basis to all Service Providers submitting their response and all bidders are deemed to do so on the basis that they acknowledge and accept the terms set out herein below:

- a) Municipality is entitled to amend any conditions, validity period, specifications, or extend the closing date and/or time of RFP before the closing date. All respondents, to whom the RFP has been issued, will be advised in writing of such amendments, within a reasonably practicable period
- b) Municipality is entitled to not appoint any service provider.
- c) Municipality is entitled to vary, alter, and/or amend the terms of this RFP, at any time prior to the finalization of its adjudication hereof.
- d) Municipality is entitled to not accept the lowest proposal or any proposal in part or in whole without furnishing reasons. Municipality normally awards a contract to a service provider who proves to be fully capable of handling the professional legal

services functions and whose proposal is technically acceptable and/or financially advantageous to the municipality.

- e) Appointment as a Supplier shall be subject to the parties agreeing to mutually acceptable contractual terms and conditions. In the event of the parties failing to reach such agreement within 10 days from the appointment date, the Municipality shall be entitled to appoint the Supplier who was rated second, and so on.
- f) The Municipality also reserves the right to cancel or withdraw this RFP as a whole or in part without furnishing reasons and without attracting any liability

Any material change in the control and or composition of any Supplier or any core member of a bidder after submission of a bid, shall require the prior written approval of Municipality and any failure to seek such approval from the Municipality shall result in the Municipality being entitled, in its sole discretion, to exclude the relevant Supplier from any further participation in the process

Any request for such approval shall be made to Municipality in writing and shall provide sufficient reasons and information to allow the Municipality to decide. The Municipality reserves the right to accept or reject any such request for approval in its sole discretion.

2.3 SCOPE OF SERVICES

Due to the Municipality size, responsibilities and the variety of activities in which it is involved, the municipality requires services of external law firms to render legal services to it from time to time as the need may arise. The areas of law in which the aforesaid external attorneys are required to provide services include but are not limited to the following;

- 2.3.1 Labour law.
- 2.3.2 Administrative Law;
- 2.3.3 Insolvency Law;
- 2.3.4 Litigation;
- 2.3.5 Intellectual Property Law;
- 2.3.6 Property Law (Conveyancing; Notary Public, land invasion etc.)
- 2.3.7 Local and International Dispute Resolution;
- 2.3.8 Procurement Law
- 2.3.9 Local government legislation
- 2.3.10 Private law
- 2.3.11 Debt collection services
- 2.3.12 Law of contract
- 2.3.13 Town plan and environmental management law
- 2.3.14 Bylaws

2.3.15 Building compliance regulations

2.3.16 Regulatory environment within which we operate, including but not limited to the, the Municipality Finance Management Act (including Treasury Regulations) and Companies Act;

2.3.17 Any other specialized field of law that is relevant to the working environment of municipality.

2.4 OBJECTIVES - EXPECTED OUTCOMES AND DELIVERABLES

In relationship with this tender the municipality wants to ensure that:

2.4.1 It receives timeous appropriate expert legal service.

2.4.2 It promotes black economic empowerment.

2.4.3 It promotes employment equity.

2.4.4 The cost of obtaining professional external legal services is optimized without compromising on appropriate legal coverage and service quality.

2.5 MANDATORY REQUIREMENTS

2.5.1 To qualify, potential bidders must meet the following criteria:

2.5.1.1 Be attorneys in terms of the Attorneys Act No. 53 of 1979 that are registered with the Law Society of South Africa;

2.5.1.2 Regarding bids for the provision of intellectual property services, bidders must in addition to registration with the Law Society of South Africa be registered with the South African Institute of Intellectual Property Law as patent attorneys

2.5.1.3 Have a valid Fidelity Fund certificate

2.5.1.4 Have a valid tax clearance certificate / SARS Tax PIN

2.5.1.5 Possess the necessary skills and resources to be able to provide the services required.

2.5.1.6 Proof Central Supplier Database (CSD) registration.

2.5.2 Any change in shareholding or ownership for the duration of the validity period of this tender must be promptly brought to the attention of the municipality in order for the Municipality to determine its influencing impact. Any non-notification could have an adverse impact on the respective Tenderers assessment in terms of this tender process.

2.6 EVALUATION CRITERIA

a) First Stage evaluation criteria

Functionality	Weight	Score
<p>1. Demonstrable experience in a legal field or fields</p> <ul style="list-style-type: none"> • 10 years or more in practice, points 20 • 8 to 9 years in practice, points 16 • 6 to 8 years in practice, points 12 • 4 to 5 years in practice, points 8 • 1 to 3 year or less in practice , points 4 • Zero to eleven months = no points. Numbers will be rounded-off the nearest point. <p><i>Evidence required:</i> CV of company directors, company registration documents and company profile. Bidder will be penalized for inconsistency in evidence submitted.</p>	20%	20
<p>2. Knowledge of the local government environment, including but not limited to the Municipality Finance Management Act. Evidence submitted must be relevant to legal field (s) as mentioned in the document.</p> <p>Two points will be allocated for each evidence that meets the requirements. Only experience over the last 5 years will be considered for point allocation.</p> <p><i>Evidence required:</i> Reference letters from the previous clients. The bidder must provide reference letter(s) from a local government client(s) where the bidder provided a service category in previous 5 years. Evidence older</p>	20%	20

<p>3. Methodology</p> <p>The bidder must outline the firm methodology in handling cases in the following fields:</p> <table border="0"> <thead> <tr> <th style="text-align: left;">Matter</th> <th style="text-align: right;">Maximum points</th> </tr> </thead> <tbody> <tr> <td>○ Land related matters</td> <td style="text-align: right;">10</td> </tr> <tr> <td>○ Labour matters</td> <td style="text-align: right;">10</td> </tr> <tr> <td>○ Debt collection</td> <td style="text-align: right;">10</td> </tr> <tr> <td>○ Minor legal matters</td> <td style="text-align: right;">10</td> </tr> <tr> <td>○ Legal contracts</td> <td style="text-align: right;">10</td> </tr> </tbody> </table> <p>3.2 Cost saving approach outline 10 points</p> <p>Points allocation criteria for Methodology and cost saving</p> <p>Only clear and credible responses will be allocated points. Bidder is at submitted to methodology based on legal fields as listed above. NB Whenever a bid is submitted for just one legal field, the methodology score will count toward the overall score of 50 points. This apply also apply proportionately where legal fields other than those mentioned above a used to outline the firm methodology. Only legal fields that are deemed relevant to the uMshwathi Municipality will be considered.</p> <ul style="list-style-type: none"> - Good methodology 100%. The Tenderer has provided a strong methodology addressing all the key points related respective legal field listed above and in sufficient detail providing confidence that the requirements can be met in full. - Acceptable methodology 50% The Tenderer has provided an acceptable methodology addressing most of the key point's respective legal field listed above in detail. OR The response 	Matter	Maximum points	○ Land related matters	10	○ Labour matters	10	○ Debt collection	10	○ Minor legal matters	10	○ Legal contracts	10	60%	60
Matter	Maximum points													
○ Land related matters	10													
○ Labour matters	10													
○ Debt collection	10													
○ Minor legal matters	10													
○ Legal contracts	10													
Total weighted score/ Maximum possible score	100%	100												
A Minimum qualifying score (expressed in percentage)		60%												

Second stage evaluation - Proposals will be evaluated on the 80/20 basis. Table 5.2

Evaluation categories	Points
1.Price	80
2.Points awarded for B-BBEE Status Level	20
Total points	100

Due to the nature of legal field, prices will be considered on a case-by-case basis, when the demand for a specific service arise.

2.7 GENERAL INFORMATION TO TENDERERS

2.7.1 Incomplete and non-compliant tenders will be rejected.

2.7.2 The municipality does not bind itself to accept the lowest or any offer.

2.7.3 The municipality does not bind itself to issue any order as a result of any enquiry but reserves the right to issue an order in whole with a single supplier or in part with more than one supplier.

2.7.4 The municipality reserves the right to enter into negotiations with any supplier/s.

- 2.7.5 The municipality reserves the right to call for additional information, to send assessors to the law firms to verify the information supplied, and to call upon prospective firms to make presentations and to discuss the proposals in more detail, when deemed necessary.
- 2.7.6 Removal of any firm from the panel is at the municipality's sole discretion.
- 2.7.7 Should no suitable candidate/proposal be identified, the municipality reserves the right to reinstate the process.
- 2.7.8 The municipality will not be liable for any costs incurred by bidders in the submission of their proposal.
- 2.7.9 Tenders will be opened in public after closing time where only names of bidders will be read.
- 2.7.10 This RFP is placed in an endeavor to solicit applications from suitable law firms and will not necessarily result in the appointment of any particular firm to the Panel.
- 2.7.11 Appointment to the panel shall be at the sole discretion of the municipality, and placement does not guarantee that any work will be given to a law firm. While the municipality will endeavor to ensure that there is a fair and even distribution of work to the firms on the panel, the allocation of work is at the sole discretion of the municipality.
- 2.7.12 the municipality must be notified in writing of any changes in ownership and control of successful firms affected after the date of appointment to the panel. The newly constituted firm will not necessarily qualify for placement on the panel and a new application for placement will have to be made.
- 2.7.13 The proposal provided to the municipality must be valid for a period of 90 (ninety) days. In the event that there are any changes to the information supplied in the RFP after the date of submission, this must be brought to the municipality's attention immediately. The municipality reserves the right to reconsider the application made by any firm, in light of the new information supplied.
- 2.7.14 The municipality reserves the right to withdraw this RFP at any time from the date of issue.
- 2.7.15 The municipality is budget and cost conscious and requires the services of law firms that offer favourable rates and have sufficient resources and capacity to render efficient professional services in respect of the identified fields of practice.
- 2.7.16 The municipality prefers firms that are able to respond to request within a reasonable time frame and are located within a reasonable driving distance to the municipality.
- 2.7.17 The municipality expects that law firms appointed to the panel will not be involved in

matters where there is a potential or actual conflict of interest. Where any potential or actual conflict of interest exists, the municipality must be notified thereof immediately. The municipality reserves the right to remove any firm from the panel in the event of it pursuing a matter despite a serious conflict of interest existing. Whether a conflict of interest is present or not would be a matter that would be solely adjudicated upon by the municipality.

2.7.18 The municipality requires that law firms appointed to the panel accept instructions from and liaise only with the municipality manager's office and those persons to whom authority has been delegated by the municipality manager in writing, with regard to all municipality legal work. It is the responsibility of the appointed suppliers to obtain such a written directive from the municipality prior to commencing with the work as may be necessary.

2.8 STRUCTURE AND FORMAT

All bidders must submit hardcopy of their proposals with a minimum the following information as per the following format:

Your proposal must be accompanied by a covering letter on your firm's official letterhead, signed by an authorized person, followed by a copy of your latest SARS Certificate, or a SARS Tax Clearance verification PIN, indicating that your tax obligations have been complied with.

Part 1 – The completed tender document

Part 2 – Standard Bidding Document Forms

Part 3 – A Company Profile

Part 4 – The Company's BEE certificate,

Part 5 – Letters of reference from of your largest clients as declared.

Part 6- Proof of registration with Government Central Supplier Database

2.8.1 FORMAT COMPLIANCE

Failure to produce the proposal in the set-out format as specified might result in the tender being rejected on the basis of being incomplete.

2.9 BILLING PROCEDURES

2.9.1 Billing rates must be specified on the bid document and upon on an annual basis. Annual price adjustment shall not exceed average inflation rate as determined South African Reserve Bank for a given financial year.

2.9.2 All disbursements that do not form part of the billing rates must be clearly defined and costed.

2.9.3 The municipality expects the members of the law firms with which it works to maintain the highest degree of professionalism and ethical conduct at all times. In the absence of prior agreement with the particular legal advisor, practices such as overstaffing, rotating lawyers assigned to the municipal matters or multiple representations at meetings, hearings and other appearances will not be accepted. As a general rule, the municipality requires that only one lawyer be assigned to attend to each municipality matter and that the involvement of more than one lawyer be approved in advance by the responsible municipality manager. Request for such approval must be accompanied by a written motivation which contains detailed financial applications.

2.9.4 The municipality expects each law firm's rates to reflect the volume of business that the municipality will generate to the firm. Major matters expected to generate many

billable hours should therefore be discounted accordingly. Discounted fees will also be preferred for large projects and will be negotiated accordingly. Further, the municipality will only consider paying for disbursements, in addition to agreed rates, that have actually been incurred. Proof of all disbursements must be attached to the statement of account. In addition, if Counsel has been involved, proof of Counsel's fee statement must also be attached to the statement.

2.9.5 Counsel may only be engaged after prior written approval has been obtained from the municipality. Such approval may only be granted after a motivation with sufficient details and financial implications has been presented to the municipality.

2.10 PRICE VARIATIONS

Preference will be given to bidders who are able to offer fixed prices, i.e. NOT subject to contract price adjustment for a minimum period of one (1) year. Price variations must be disclosed in the response.

Name of Bidder: Offer to be valid for 90 days from closing date of bid.

2.10.1 Pricing Schedule

Please note the following:

Prices should be Vat Inclusive

Rates per hour:

Practitioner of 1 to 5 years' experience	R.....
Practitioner of 6 to 10 years' experience	R.....
Practitioner of 10 years or more experience	R.....
Other costs (explanation of the service items must be provided on a separate schedule)	R.....

NB: Detailed pricing schedule appears at the end of the document and must be completed

PART 3: GENERAL CONDITION OF CONTRACT

GENERAL CONDITIONS OF CONTRACT

1. Definitions

The following terms shall be interpreted as indicated:

- 1.1 **“Closing time”** means the date and hour specified in the bidding documents for the receipt of bids.
- 1.2 **“Chief Executive Officer”** means the CEO of the or her/his duly authorized representative;
- 1.3 **“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.
- 1.4 **“Contract price”** means the price payable to the provider under the contract for the full and proper performance of his contractual obligations.
- 1.5 **“Corrupt practice”** means the offering, giving, receiving, or soliciting of any thing of the value to influence the action of a public official in the procurement process or in contract execution.
- 1.6 **“Countervailing duties”** are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- 1.7 **“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.
- 1.8 **“Day”** means calendar day.
- 1.9 **“Delivery”** means delivery in compliance of the conditions of the contract or order.
- 1.10 **“Delivery ex stock”** means immediate delivery directly from stock actually on hand.
- 1.11 **“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.
- 1.12 **“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.
- 1.13 **“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.
- 1.14 **“Fraudulent practice”** means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.15 **“GCC”** mean the General Conditions of Contract.
- 1.16 **“Goods”** means all of the equipment, machinery, and/or other materials that the provider is required to supply to the purchaser under the contract.

- 1.17 **“Imported content”** means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the provider or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as land 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.
- 1.18 **“Letter of acceptance”** means the written communication by the to the contractor recording the acceptance by the Municipality recording the acceptance of the contractor’s tender subject to the further terms and conditions to be itemized in the contract.
- 1.19 **“Local content”** means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.20 **“Manufacture”** means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.21 **“Order”** means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.22 **“Project site,”** where applicable, means the place indicated in bidding documents.
- 1.23 **“Purchaser”** means the organization purchasing the goods.
- 1.24 **“Republic”** means the Republic of South Africa.
- 1.25 **“SCC”** means the Special Conditions of Contract.
- 1.26 **“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.
- 1.27 **“Signature date “** means the date of the letter of acceptance;
- 1.28 **“Tender”** means an offer to supply goods/services to the at a price;
- 1.29 **“Tenderer”** means any person or body corporate offering to supply goods/services to the ;
- 1.30 **“Written”** or **“in writing”** means hand-written in ink or any form of electronic or mechanical writing.

2. Application

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

3. General

3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.

3.2 Invitations to bid are usually published in locally distributed news media and in the institution's website.

4. Standards

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

5. Use of contract documents and information; inspection

5.1 The 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.

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.

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

5.4 The 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.

6. Patent rights

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

6.2 When a provider developed documentation/projects the intellectual, copy and patent rights or ownership or such documents or projects will vest in the Municipality

7. Performance security

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

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

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

(a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or

(b) a cashier's or certified cheque.

7.4 The performance security will be discharged by the purchaser and returned to the provider not later than thirty (30) days following the date of completion of the provider's performance obligations under the contract, including any warranty obligations, unless otherwise specified.

8. Inspections, tests and analyses

8.1 All pre-bidding testing will be for the account of the bidder.

8.2 If it is a bid condition that 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.

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

8.4 If the inspections, tests and analyses referred to in clause 8.2 & 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.

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.

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.

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 not 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.

8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

9. Packaging

9.1 The provider shall provide such packaging of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packaging, case size and weights shall take into consideration, where appropriate, the remoteness of the good's final destination and the absence of heavy handling facilities at all points in transit.

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

10. Delivery and documents

- 10.1 Delivery of the goods and arrangements for shipping and clearance obligations, shall be made by the 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

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

- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
- (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
- (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods.
- (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the 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.

- 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.

14. Spare parts

- 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:

- (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:
 - (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
 - (ii) Following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

- 15.1 The 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.
- 15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise.
- 15.3 The purchaser shall promptly notify the provider in writing of any claims arising under this warranty.
- 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.
- 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.

16. Payment

- 16.1 The method and conditions of payment to be made to the provider under this contract shall be specified.
- 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.
- 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.
- 16.4 Payment will be made in Rand unless otherwise stipulated.

17. Prices

- 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.

18. Increase/decrease of quantities

- 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.

19. Contract amendments

- 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.

20. Assignment

- 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.

21. Subcontracts

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

22. Delays in the provider's performance

- 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.
- 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.
- 22.3 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if any 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.
- 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 21.2 without the application of penalties.
- 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.

23. Penalties

- 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 good 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.

24. Termination for Default

- 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:

- (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 21.2;

- (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.

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 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.

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

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.

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.

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,

28. Settlement of Disputes

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.

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.

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.

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 to the provider for goods delivered and / or services rendered according to the prescripts of the contract.

29. Limitation of Liability

29.1 Except in cases of criminal negligence or willful 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
- (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

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.

32.2.1 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.

33. TAXES AND DUTIES

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.

33.3 A local provider shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.

33.4 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.

34. Transfer of Contracts

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

35. Amendment of Contracts

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.

PART 4: MUNICIPAL BID DOCUMENTS (MBD)

MBD 4: DECLARATION OF INTEREST

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

3 In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

3.1 Full Name:

3.2 Identity Number:

3.3 Company Registration Number:

3.4 Tax Reference Number:

3.5 VAT Registration Number:

3.6 Are you presently in the service of the state* YES NO

3.6.1 If so, furnish particulars.

.....
.....

3.7 Have you been in the service of the state for the past twelve months? YES NO

3.7.1 If so, furnish particulars.

.....
.....

3.8 Do you, have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid? YES NO

3.8.1 If so, furnish particulars.

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

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

.....
.....

3.9 Are you, aware of any relationship (family, friend, other) **YES** **NO**
between a bidder and any persons in the service of the state
who may be involved with the evaluation and or adjudication of this bid?

3.9.1 If so, furnish particulars

.....
.....

3.10 Are any of the company's directors, managers, principal **YES** **NO**
shareholders or stakeholders in service of the state?

3.10.1 If so, furnish particulars.

.....
.....

3.11 Are any spouse, child or parent of the company's directors, **YES** **NO**
managers, principal shareholders or stakeholders in service
of the state?

3.11.1 If so, furnish particulars.

.....
.....

3.12 Are any of the company's directors, trustees, managers, **YES** **NO**
principle shareholders or stakeholders in service of the state?

3.12.1 If yes, furnish particulars.

.....
.....

3.13 Are any spouse, child or parent of the company's directors **YES** **NO**
trustees, managers, principle shareholders or stakeholders
in service of the state?

3.13.1 If yes, furnish particulars.

.....

3.14 Do you or any of the directors, trustees, managers, **YES** **NO**
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.

3.14.1 If yes, furnish particulars:

.....
.....

4. Full details of directors / trustees / members / shareholders.

Full Name	Identity Number	State Employee Number

CERTIFICATION

I, THE UNDERSIGNED (NAME)

.....
CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS CORRECT.

I ACCEPT THAT THE STATE MAY ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE

FALSE.

SIGNATURE: **DATE:**
(of person authorised to sign on behalf of the Tenderer)

.....
Position Name of Bidder

MBD 6.1: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017

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

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.

1. GENERAL CONDITIONS

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

- the 80/20 system for requirements with a Rand value of R30 000.00 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 The value of this bid is estimated to exceed/not exceed R50 000 000 (all applicable taxes included) and therefore the **80/20** system shall be applicable.

1.3 Preference points for this bid shall be awarded for:

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

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

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

1.4 Failure on the part of a bidder to fill in and/or to sign this form and submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS) or a Registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA) or an Accounting Officer as contemplated in the Close Corporation Act (CCA) together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

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

2. DEFINITIONS

- 2.1 “**all applicable taxes**” includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- 2.2 “**B-BBEE**” means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- 2.3 “**B-BBEE status level of contributor**” means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- 2.4 “**bid**” means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;
- 2.5 “**Broad-Based Black Economic Empowerment Act**” means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- 2.6 “**comparative price**” means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;
- 2.7 “**consortium or joint venture**” 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;
- 2.8 “**contract**” means the agreement that results from the acceptance of a bid by an organ of state;
- 2.9 “**EME**” means any enterprise with an annual total revenue of R5 million or less .
- 2.10 “**Firm price**” means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- 2.11 “**functionality**” means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;
- 2.12 “**non-firm prices**” means all prices other than “firm” prices;
- 2.13 “**person**” includes a juristic person;
- 2.14 “**rand value**” means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;
- 2.15 “**sub-contract**” means the primary contractor’s assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a

project in terms of the contract;

- 2.16 “**total revenue**” bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the *Government Gazette* on 9 February 2007;
- 2.17 “**trust**” means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and
- 2.18 “**trustee**” means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

3. ADJUDICATION USING A POINT SYSTEM

- 3.1 The bidder obtaining the highest number of total points will be awarded the contract.
- 3.2 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts;
- 3.3 Points scored must be rounded off to the nearest 2 decimal places.
- 3.4 In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for B-BBEE.
- 3.5 However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for B-BBEE, the successful bid must be the one scoring the highest score for functionality.
- 3.6 Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

4. POINTS AWARDED FOR PRICE

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

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

$$\begin{array}{ccc} 80/20 & \text{or} & 90/10 \\ \\ P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right) & \text{or} & P_s = 90 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right) \end{array}$$

Where

- P_s = Points scored for comparative price of bid under consideration
- P_t = Comparative price of bid under consideration
- P_{\min} = Comparative price of lowest acceptable bid

5. Points awarded for B-BBEE Status Level of Contribution

- 5.1 In terms of Regulation 5 (2) and 6 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

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

- 5.2 Bidders who qualify as EMEs in terms of the B-BBEE Act must submit a certificate issued by an Accounting Officer as contemplated in the CCA or a Verification Agency accredited by SANAS or a Registered Auditor. Registered auditors do not need to meet the prerequisite for IRBA's approval for the purpose of conducting verification and issuing EMEs with B-BBEE Status Level Certificates.
- 5.3 Bidders other than EMEs must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.
- 5.4 A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.
- 5.5 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.
- 5.6 Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.
- 5.7 A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.

5.8 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

6. BID DECLARATION

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

7. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.3.1.2 AND 5.1

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

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or a Registered Auditor approved by IRBA or an Accounting Officer as contemplated in the CCA).

8 SUB-CONTRACTING

8.1 Will any portion of the contract be sub-contracted? YES / NO (delete which is not applicable)

8.1.1 If yes, indicate:

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

.....%

(ii) the name of the sub-contractor?

.....

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

.....

(iv) whether the sub-contractor is an EME? YES / NO (delete which is not applicable)

9 DECLARATION WITH REGARD TO COMPANY/FIRM

9.1 Name of firm :

9.2 VAT registration number :

9.3 Company registration number :

9.4 TYPE OF COMPANY/ FIRM

- Partnership/Joint Venture / Consortium
- One person business/sole propriety
- Close corporation
- Company
- (Pty) Limited

[TICK APPLICABLE BOX]

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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

9.6 COMPANY CLASSIFICATION

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

9.7 MUNICIPAL INFORMATION

Municipality where business is situated
.....
Registered Account Number
Stand Number

9.8 TOTAL NUMBER OF YEARS THE COMPANY/FIRM HAS BEEN IN BUSINESS?

.....
9.9 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contribution indicated in paragraph 7 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- (i) The information furnished is true and correct.
- (ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form.
- (iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 7, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- (iv) If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person’s conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution

WITNESSES:

1.

.....
SIGNATURE(S) OF BIDDER(S)

2.

DATE:.....

ADDRESS:.....

.....

.....

.....

MBD 7.2: CONTRACT FORM - RENDERING OF SERVICES

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

PART 1 (TO BE FILLED IN BY THE SERVICE PROVIDER)

1. I hereby undertake to render services described in the attached bidding documents to (name of the institution)..... in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (i) Bidding documents, viz
 - Invitation to bid;
 - Tax clearance certificate;
 - Pricing schedule(s);
 - Filled in task directive/proposal;
 - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
 - Declaration of interest;
 - Declaration of Bidder's past SCM practices;
 - Certificate of Independent Bid Determination;
 - Special Conditions of Contract;
 - (ii) General Conditions of Contract; and
 - (iii) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorised to sign this contract.

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

CONTRACT FORM - RENDERING OF SERVICES

PART 2 (TO BE FILLED IN BY THE PURCHASER)

1. I **NHLANHLA M. MABASO** in my capacity as a **MUNICIPAL MANAGER** accept your bid under reference number **T2022/23/04** dated.....for the rendering of services indicated hereunder and/or further specified in the annexure(s).
2. An official order indicating service delivery instructions is forthcoming.
3. I undertake to make payment for the services rendered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice.

DESCRIPTION OF SERVICE	PRICE (ALL APPLICABLE TAXES INCLUDED)	COMPLETION DATE	B-BBEE STATUS LEVEL OF CONTRIBUTION	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)

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

SIGNED AT ON

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

WITNESSES

1

2

DATE:

MBD 8:DECLARATION OF BIDDER’S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

- 1 This Municipal Bidding Document must form part of all bids invited.

- 2 It serves as a declaration to be used by municipalities and municipal entities in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.

- 3 The bid of any bidder may be rejected if that bidder, or any of its directors have:
 - a. abused the municipality’s / municipal entity’s supply chain management system or committed any improper conduct in relation to such system;
 - b. been convicted for fraud or corruption during the past five years;
 - c. willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
 - d. been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004).

- 4 **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

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

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

CERTIFICATION

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

MBD 9 :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 (MBD 9) 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:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Municipality / Municipal Entity)

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

I certify, on behalf of: _____ 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 Bidder

INDEX J : STATEMENT OF PREVIOUS EXPERIENCE

The nomination of services, preferably of a similar nature to the requirements in this bid and which the service provider has successfully provided is required for adjudication purposes.

Please list in full the employer's name and the name of the contact person.

Failure to comply with either of these requirements may prejudice the service provider.

NAME OF ORGANIZATION	NATURE OF WORK	CONTACT PERSON & NUMBER	PRICE

Please insert pages in the same format if the space is insufficient.

SIGNATURE:
(of person authorised to sign on behalf of the Tenderer)

DATE:

ALTERATIONS BY SERVICE PROVIDER

Should the service provider desire to make any changes or modifications to the contract or specification, then the service provider shall set out the proposals clearly on this sheet or, alternatively, state them in a covering letter attached to the quotation, and mention the letter/s on this sheet. If the form is not filled in, the quotation will be deemed to have been based upon this document.

If no departures or modifications are desired, this sheet must be marked **NIL**, and **signed by the Bidder**.

PAGE	CLAUSE OR ITEM

SIGNATURE:
(of person authorised to sign on behalf of the Tenderer)

DATE:

PART 4: DETAILED FEE AND DISBURSEMENTS STRUCTURES, INCLUDING VAT

A. GENERAL		
Fee Rate for various and general attendance (which would include, but not be limited to)	RATES / COSTS per Hour Charged for Attendances	
<ul style="list-style-type: none"> • CIVIL AND CRIMINAL LITIGATION • CONTRACTS • LIQUIDATIONS / SEQUESTRATION • REHABILITATIONS • DUE DILIGENCE • ENVIRONMENTAL ISSUES AND WATER RIGHTS • EMPLOYMENT AND LABOUR • PATENTS/COPY RIGHTS • COMPETITION • INTELLECTUAL PROPERTY, COMPLIANCE 	Admitted Attorneys with post admission experience not exceeding 5 years	R
	Admitted Attorneys with post admission experience exceeding 5 years but not more than 10 years	R
	Admitted Attorneys with post admission experience exceeding 10 years but not more than 15 years	R
	Admitted Attorneys with post admission experience exceeding 15 years but not more than 20 years	R
	Admitted Attorneys with post admission experience exceeding 20 years but not more than 25 years	R
	Admitted Attorneys with post admission experience exceeding 25 years	R
	<ul style="list-style-type: none"> • TAX, ACCOUNTING • VARIOUS NON-SPECIFIED ATTENDANCES • AND WORK IN GENERAL UNLESS OTHERWISE SPECIFICALLY AGREED TO. 	Candidate Attorneys, Support and administrative Staff (not qualified Attorneys), Bookkeepers, Accountants
Consultations, telephonic consultations, research and drafting in general shall be accounted for in 15 min Increments as a minimum time unit charged.		
Basic/elementary telephone calls, faxes, emails, SMS, and messages sent, received or made, each		R
Drafting and perusal of documents and/or text including but not limited to correspondence, court documents and contracts per folio (100 words or part thereof equals to 1 folio), unless accounted for on a time basis		R

B. CONTRACTS*	Amount in Rands
RESIDENTIAL LEASE (including 1 hour consultation)	R
COMMERCIAL LEASE (including 1 hour consultation)	R
NON-CIRCUMVENTION/CONFIDENTIALITY (including 1 hour consultation) respectively	R
SALE OF MOVEABLE PROPERTY (including 1 hour consultation)	R
SALE OF IMMOVABLE PROPERTY (including 1 hour consultation)	R
CONSTITUTION OF ASSOCIATION (including 1 hour consultation)	R
H. TRANSLATIONS AND SWORN TRANSLATION CERTIFICATION*	Amount in Rands
TRANSLATION OF TEXT A Folio Unit consists of 100 words. Figures of 3 digits or more are counted as one word, and where a document or text consists of less than 1 folio it is charged as one unit.	R _____ per Folio
CERTIFICATION as Sworn Translation	R _____
TRANSLATION SERVICES in Court or Arbitration	R _____ per hour
NOTE: The rates may be increased due to the complexity, specialised / technical terminology and / or urgency, as may be advised in the circumstances.	
I. NOTARIAL*	Amount in Rands
GENERAL POWER OF ATTORNEY (including 1 hour consultation)	R
AUTHENTICATION OF COPIES and SIGNATURES (not exceeding 30min)	R
CESSION OF EXCLUSIVE USE AREAS (Sectional Title) (including 1 hour consultation)	R
NOTARIAL BONDS (including 1 hour consultation)	R
LONGTERM NOTARIAL LEASES (including 1 hour consultation)	R
NOTE: These fees are for the attendance / drafting only and do not include consultations, disbursements, taxes / duties / application fees / and / or conveyancing fees and Deeds Office fees (where relevant)	

K. COLLECTION COMMISSION: A collection commission of the debt collected shall apply	
Total debt recovered– less than R10 000	_____ %
Total debts recovered above R10 000 but less than R50 000	_____ %
Total debts above recovered e R50 000 but less than R100 000	_____ %
Total debts recovered above R100 000 but less than R200 001	_____ %
L. ADMINISTRATIVE / FILE MANAGEMENT CHARGES	
Opening a new file	R _____
FICA Certification	R _____
Monthly diarizing and filing	R _____
Banking/payments and receipts per attendance	R _____
Administration of Investments and/or Money held in Trust	_____ % of interest earned
The attendance of Photocopying, scanning, and Telefax (per Page)	R _____
M. DISBURSEMENTS AND CONTRIBUTION TOWARDS BASIC EXPENSES	
Travel	R . _____ per km
Tel Calls– cellular per 5 min increments or part	R _____
Tel Calls – local per 5 min increments or part	R _____
Tel Calls – outside of Western Cape per 5 min increments or part	R _____
Tel Calls – international per 5 min increments or part	R _____
Photocopy, email printed and/or Fax received	R . _____ per page
Bank charges (min)	R . _____ per transaction unless accounted for specifically
N. OTHER SERVICE (DESCRIPTION)	
	CHARGES