

CHIEF ALBERT LUTHULI MUNICIPALITY



PROFESSIONAL SERVICES

APPOINTEMENT OF A PANEL OF LEGAL PRACTITIONERS

TENDER NO: ALMT25/2024

Chief Albert Luthuli Municipality PO Box 24 CAROLINA 1185 Contact for Administration: Name: Mr. JA Nkosi Telephone. (017) 843 4025	Chief Albert Luthuli Municipality PO Box 24 CAROLINA 1185 Contact for Technical: Name: Mr Collen Dlamini Telephone. (017) 843 4043
Tenderer:	
Bid Amount (R),	
Registration Number:	

CLOSING DATE & TIME: 22 APRIL 2025 @ 12H00

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PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE CHIEF ALBERT LUTHULI MUNICIPALITY					
BID NUMBER:	ALMT25/2024	CLOSING DATE:	22 APRIL 2025	CLOSING TIME:	12:00
DESCRIPTION	Panel of Legal Practitioners				

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX

SITUATED AT:

**28 Kerk Street
CAROLINA
1185**

SUPPLIER INFORMATION

NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
TAX COMPLIANCE STATUS	TCS PIN:		OR	CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	<input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT <input type="checkbox"/> Yes <input type="checkbox"/> No		

[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED? <input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED? <input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3]
--	--

SIGNATURE OF BIDDER	DATE
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CAPACITY UNDER WHICH THIS BID IS SIGNED	
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BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		TECHNICAL INFORMATION MAY BE DIRECTED TO:	
DEPARTMENT	Finance	CONTACT PERSON	C F Dlamini
CONTACT PERSON	JA Nkosi	TELEPHONE NUMBER	017 843 4043
TELEPHONE NUMBER	017 843 4025	FACSIMILE NUMBER	017 843 4001
FACSIMILE NUMBER	017 843 4001	E-MAIL ADDRESS	dlaminicf@albertluthuli.gov.za
E-MAIL ADDRESS	Mamabaat@albertluthuli.gov.za		

PART B

TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:
<p>1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.</p> <p>1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR ONLINE</p> <p>1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.</p>
2. TAX COMPLIANCE REQUIREMENTS
<p>2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.</p> <p>2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.</p> <p>2.3 APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.</p> <p>2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.</p> <p>2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.</p> <p>2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.</p> <p>2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.</p>
3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS
<p>3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA? <input type="checkbox"/> YES <div style="margin-left: 40px;"><input type="checkbox"/> NO</div></p> <p>3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.</p>

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

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

DATE:

2. TERMS OF REFERENCE (TOR)

PROSPECTIVE BIDDERS ARE HEREBY INVITED TO SUBMIT PROPOSALS FOR DATABASE FOR PANEL OF LEGAL PRACTITIONER AND CONVEYANCERS.

1. General Information:

1. OBJECTIVES

The purpose of appointing the panel of attorneys is to establish a data base of legal skills available to the Municipality and they can be contracted by the municipality to provide specialized legal advice and Services.

INVITATION

Firms of attorneys are invited to send proposals to Chief Albert Luthuli local municipality for consideration. In preparing a proposal, it is emphasized that a profile of firm of attorneys together with the demonstrated expertise in the particular fields of law be submitted.

Submission of proposals

Bidders must submit technical and financial proposals marked “**PANEL OF LEGAL PRACTITIONERS**”.

The sealed tenders must be deposited in the Tender Box of the Municipality on or before the closing date of 22 April 2025 at 12:00 where after they will be opened in public. Late proposals will not be accepted/considered as well as those submitted via facsimile or email.

Proposals must be accompanied by:

- Tender document completed in full
- Curriculum vitae of proposed members of the team,
- proof of registration with the law society
- Valid fidelity fund certificates
- A copy of tax certificate or TCS pin Code.
- Directors / Company's Municipal Rates Account (Not in arrears more than three months & Not Older than three months
- Copy of Company Certificates
- Company Profile
- Proof of CSD Registration
- B-BBEE status level Verification Certificates
- Functionality returnables.

Failure to submit all required documents will lead to disqualification of the tender.

Proposals must be signed by an authorized agent to bind the service provider to its provisions.

B. Background:

The required service will be rendered in respect of Chief Albert Luthuli Municipality.

Demonstrated expertise in the particular fields of law be submitted:

Conveyance:
- Land Claims
- Township Establishment
- Town planning Related matters
Labour Law (including litigation, advise CCMA and Local Government Bargaining Council)
Local Government Law (including MFMA and Procurement Law)
Administrative / Municipal law
Town Planning and Building Control

General litigation
Commercial work (including litigation, administrative and public law, drafting contracts, legal advice)
Commercial Law
Criminal Law General Litigation (Civil & Criminal)
Information Communication and Technology (ICT)
Property Law (including Municipal Asset Transfer Regulations, conveyancing, sale, lease, way leave and Communication expropriation)

2. Project Objectives

The purpose of appointing the panel of attorneys is to establish a data base of legal skills available to the Municipality that can provide specialized legal advice and Services.

3. Scope of Works\Deliverables

Firms of attorneys will be required to render services to the municipality on a wide legal range of issues Pertaining to, inter alia the following fields of law as and when required:

- 2.1 Public private partnership
- 2.2 Multinational agreements
- 2.3 Financing agreement; and
- 2.4 Performance and other guarantees
- 2.5 Constitutional law
- 2.6 Information technology law
- 2.7 Legislative drafting
- 2.8 Commercial leases, service level agreements, general contracts, employment contracts, ISO Contracts, procurement contracts, multilateral agreements, confidentiality agreements, Agreements with independent contractors, building contracts etc.
- 2.9 Corporate law
- 2.10 Corporate governance
- 2.11 Legal opinion on complex legal matters
- 2.12 Any other specialist field that the firm of attorneys has expertise in and that is relevant To the working environment of the municipality.
- 2.13 Conduct investigations in respect to a certain matter.
- 2.14 Conveyance:
 - Property Law (including Municipal Asset Transfer Regulations, conveyancing, sale, lease, way leave and Communication expropriation)
 - Land Claims
 - Township Establishment
 - Town planning Related matters
- 2.15 Labour (including litigation, advise CCMA and Local Government Bargaining Council)

SKILLS TRANSFER

The firms of attorneys will also be required to ensure transfer of skills to in house legal advisors of the Municipality.

4. REPORTING RELATIONSHIP

The representative firms of attorneys will report to the Municipal Manager and Manager Legal and Secretariat Services.

5. CONDITIONS OF TENDER**5.1 Appointment of panel**

- 5.1.1 Only legal practices established in accordance with the provisions of the Attorneys Act, 1979 (Act No.53 of 1979 as amended) will be considered for this tender.
- 5.1.2 The requirements of the preferential procurement policy framework Act, 2000 (Act No. 5 2000) will be applicable to the selection process in respect of this tender proposal.
- 5.1.3 A contract will be signed with each member appointed to the panel.
- 5.1.4 The firms of attorneys will be required to sign confidentiality and indemnity agreements With the municipality

Proposals are invited from a single service provider or consortia. In the event that no single service provider or consortium meets the capacity requirements, the **MUNICIPALITY** reserves the right to request service providers who meet other evaluation criteria to form a consortium for the purpose of this project.

5.1.6. PROFESSIONAL FEES

THE PREFERRED FEE STRUCTURE IS SET OUT BELOW AND WILL ALSO BE SUBJECT TO NEGOTIATIONS

SERVICES	TARRIFS
Hourly rates.	
1.1 Magistrate court (per hour)	Refer to the Auditor General Rates
1.2 High Court	
1.3 Arbitration	
1.4 Opinions (per hour)	
2. Correspondence/letters	

DISBURSEMENTS

4. TRAVELLING (PER KM) INDICATE DISTANCE TO	Refer to the Auditor General Rates
5. CHIEF ALBERT LUTHULI LOCAL MUNICIPALITY OFFICES	
6. TOTAL KM FROM YOUR OFFICE TO CHIEF ALBERT LUTHULI/ COURT	
7. LOCAL MUNICIPALITY OFFICE	

- 5.1.7 Panel members are not guaranteed any work under this tender proposal
- 5.1.8 The basis of engaging firms of attorneys will be on an assignment basis
- 5.1.9 The municipality reserves the right to interview panel members that are shortlisted for specific Assignments.
- 5.1.10 The municipality may, at its sole discretion award and assignment or any part thereof to More than one panel member.
- 5.1.11 The municipality may at its own discretion vary an instruction to include more work.
- 5.1.12 The firms of attorneys may not cede or assign any part of its agreement with the municipality nor subcontract any part of the work assigned to them without the prior timeously written authorization of the municipality.
- 5.1.13 Failure to comply with any condition of this request for a proposal will invalidate respective tender proposals.
- 5.1.14 The contract period for this tender is 3 years from date of appointment.
- 5.1.15 The firms of attorneys must declare any interest it has in an assignment as well as declare any possible conflict of interest with the municipality in the pursuance of the proposed assignment.
- 5.1.16 In the event that any conflict of interest is discovered during the assignment, the municipality reserves the right to summarily cancel the agreement and demand that all information, documents and property of the municipality be returned forthwith
- 5.1.17 Prices quoted for assignments should include VAT and disbursements.
- 5.1.18 The assignments to the attorneys are in a form of "as and when required"

- 5.1.19 The municipality holds the right to terminate an assignment or the contract in its entirety, provided the Attorney is failing to perform a certain assignment to the standard required by the Municipality.
- 5.1.20 The attorney must provide a detailed report to the Legal Services on an assignment quarterly at their own cost on any performance of an assignment i.e. consultations and court appearances.

5.2 PROPOSAL REQUIREMENTS

- 5.2.1 Each proposal must include the specialist fields of law of the firm, if a firm of attorneys has expertise in more than one field of law, all relevant fields must be indicated in the proposal together with the demonstrated experience in the specified areas of law.
- 5.2.2 The hourly rate of each attorney must be included in the proposal this rate is subject to the preferred professional service rates of 5.1.6.

5.3 INTELLECTUAL PROPERTY RIGHTS

- 5.3.1 All copyrights and intellectual property that may result as consequences of the work to be Performed will become the property of the municipality.
- 5.3.2 Firms of attorneys must hand over all documents and information in any format, including Copies thereof, that it received from the municipality or that it had access to during the Assignment immediately after completion of the assignment to the municipality.
- 5.3.3 Firms of attorneys shall deliver to the municipality, on completion of an assignment, any security devices, password or protective mechanisms to the soft versions of document that were written, and the municipality will have the right to amend and change these without obligation whatsoever to the firms of attorneys upon completion of the assignment.
- 5.3.4 At the end of the contract, the Service Provider must at own cost submit a close-up report with the copies of all the files of every matter the Service Provider would be handling for the Municipality during the course of the tender.
- 5.3.5 The Service Provider shall have no legitimate expectation of any continuation of this contract beyond the period stipulated herein, nor expect any preferential treatment on second bid for tendering for the services.

5.4 PROCUREMENT POLICIES AND PROCEDURE.

- 5.4.1 The general conditions of tender, contract and order will be applicable to this tender.

8. Evaluation criteria

- A. Adjudication during the bidding process will be subject to:-
- Functionality
 - Price
 - Preferential points

Functionality Evaluation

Assessment on Functionality will be scored as per the table below, with a minimum overall score of 70% that must be attained by the bidder before the bid can be taken to the next stage of evaluation.

No	Element	Criteria	Weight	Score Criteria
1	Organization and Staffing	Bidder to submit an organisational structure	10	Organisational structure personnel: 7 and more = 10 Points 6 = 8 Points 5 = 6 Points 4 = 4 Points
2	Qualification of personnel	Bidder to submit CV's with Qualifications of their Personnel	20	4 Admitted Attorneys with Section 4(2) Certificate and/or 2 Admitted Attorneys with Section 4(2) certificate + 2 Candidate Attorneys with Magistrates Court Right of Appearance = 20 Points 1 Admitted Attorneys with Section 4(2) certificate + 2 Candidate Attorneys with Magistrates Court Right of Appearance = 10 Points
3	Bidders Experience	Bidder to submit Current and previous certified Appointment Letters	30	Certified appointment letters in the relevant field (Providing legal services to municipalities) will be considered: 7 Letters = 30 Points 5 Letters = 20 Points 3 Letters = 15 Points 2 Letters = 10 Points 1 Letter = 5 Points
4	1. Procedure for handling Civil Litigating in the High Court. 2. Procedure for handling Labour Related matters.	Attach report including matters that have been handled Attach report including matters that have been handled	5 5	Written Procedure and cases handled = 5 Points Written Procedure and cases handled = 5 Points
5	Urgency	Give a correct procedure of how you would handle an urgent matter from instruction stage to finalisation of the urgency stage	10	Correct procedure = 10 Points 50% Correct Procedure = 5 Points
6	Registered Conveyancer	Attach Conveyancing Certificate	10	Certificate = 10 Points
7	Skill Transfer Plan for municipal officials	Explain how this would be done	10	10 points

9. Project Duration

Chief Albert Luthuli Municipality intends to appoint professional service providers (PSP) to render professional services to the municipality for the financial years 2024/25; 205/26 and 2026/27.

For more information contact:

Person: Collen Dlamini

Contact no: 017 843 4043

Fax no: 017 843 4001

E-mail: Dlaminicf@albertluthuli.gov.za

3. **CONDITIONS OF TENDER**

3.1 **Appointment of panel**

- 3.1 Only legal practices established in accordance with the provisions of the Attorneys Act, 1979(Act No.53 of 1979 as amended) will be considered for this tender.
- 3.2 The requirements of the preferential procurement policy framework Act, 2000 (Act No. 5 2000) will be applicable to the selection process in respect of this tender proposal.
- 3.3 Firms of attorneys who do not score 60% or more on the technical evaluation will not be appointed to the panel.
- 3.4 A contract will be signed with each member appointed to the panel.
- 3.5 The firms of attorneys will be required to sign confidentiality and indemnity agreements With the municipality
- 3.6 The cost of every assignment will be negotiated with the Legal Services and a letter of appointment will be issued for each assignment awarded.
Panel members are not guaranteed any work under this tender proposal
- 3.7 The basis of engaging firms of attorneys will be on an assignment basis
- 3.8 The municipality reserves the right to interview panel members that are shortlisted for specific assignments.
- 3.9 The municipality may, at its sole discretion award and assignment or any part thereof to more than one panel member.
- 3.10 The municipality may at its own discretion vary an instruction to include more work.
- 3.11 The firms of attorneys may not cede or assign any part of its agreement with the municipality nor subcontract any part of the work assigned to them without the prior written authorization of the municipality.
- 3.12 Failure to comply with any condition of this request for a proposal will invalidate respective tender proposals.
- 3.13 The contract period for this tender is 3 years
- 3.14 Assignment awarded in the last three months of the contract period will be allowed to continue after expiry of this contract period.
- 3.15 The firms of attorneys must declare any interest it has in an assignment as well as declare any possible conflict of interest with the municipality in the pursuance of the proposed assignment.
- 3.16 In the event that any conflict of interest is discovered during the assignment, the municipality reserves the right to summarily cancel the agreement and demand that all information, documents and property of the municipality be returned forthwith

3.2 **Proposal Requirements**

- 3.2.1 Each proposal must include the specialist fields of law of the firm, if a firm of attorneys has expertise in more than one field of law, all relevant fields must be indicated in the proposal together with the demonstrated experience in the specified areas of law.

- 3.2.2 The hourly rate of each attorney must be included in the proposal, this rate is subject to the preferred professional service rates.

3.3 Intellectual Property Rights

- 3.3.1 All copyrights and intellectual property that may result as consequences of the work to be Performed will become the property of the municipality.
- 3.3.2 Firms of attorneys must hand over all documents and information in any format, including Copies thereof, that it received from the municipality or that it had access to during the assignment immediately after completion of the assignment to the municipality.
- 3.3.3 Firms of attorneys shall deliver to the municipality, on completion of an assignment, any security devices, password or protective mechanisms to the soft versions of document that were written and the municipality will have the right to amend and change these without obligation whatsoever to the firms of attorneys upon completion of the assignment.

3.4 Procurement Policies and Procedure.

- 3.4.1 The general conditions of tender, contract and order will be applicable to this tender.

4. SPECIAL CONDITIONS OF CONTRACT

1. Tenders are hereby invited to submit proposals for professional and constructions services providers to assist the municipality.
2. Price(s) of the bid, which must be firm and VAT inclusive, must be valid for at least ninety (90) days from date of your offer.
3. The successful service provider, who must be registered as a service provider with the applicable professional body, will be the one scoring the highest points.
4. The successful service providers must provide clearance from the where municipality they are based indicating that they are not in arrears with regard to their respective municipal services accounts.
5. Bidders must initial all the pages of the Bid document and sign the Bidder particulars page in full.
6. Bidders must complete the original Bid document in black ink, and notice must be taken that tip-ex may not be used in the document.

The original Bid document must be submitted together with the Technical Proposal.

8. The transaction shall be subject to any stipulations in any Act, Ordinance or By-law pertaining thereto.
9. No proposals by any person that is not competent to enter into an agreement will be considered and if it is established that it is the case, the contract agreement in this regard will be considered null and void by Council.

Disputes must be settled by means of mutual consultation, mediation (with or without legal representation) or when unsuccessful, in a South African court of law on an attorney and client scale.

Should any legal action be deemed necessary to determine any aspect arising out of these conditions or to enforce any rights in terms of these conditions, then and in that event the parties hereto agree categorically to the jurisdiction of the Magistrate's Court to hear such action and to pass judgment notwithstanding the fact that the cause of action is beyond the jurisdiction of the Court: Provided always that Council shall have the right in its sole discretion to take action in any competent higher court in any matter exceeding the ordinary jurisdiction of the Magistrate's Court.

Council reserves the right to accept any cost proposal in a tender submitted or part thereof and will not be obliged to accept the lowest tender price submitted in a tender OR any cost proposal submitted.

TAX CLEARANCE

TAX CLEARANCE REQUIREMENTS

IT IS A CONDITION OF BIDDING THAT –

1. The taxes of the successful bidder must be in order, or that satisfactory arrangements have been made with the Receiver of Revenue to meet his / her tax obligations.
2. The attached form “Application for Tax Clearance Certificate (in respect of bidders)”, must be completed in all respects and submitted to the Receiver of Revenue where the bidder is registered for tax purposes. The Receiver of Revenue will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of twelve (12) months from date of issue. This Tax Clearance Certificate must be submitted in the original together with the bid. Failure to submit the original and valid Tax Clearance Certificate may invalidate the bid.
3. In bids where Consortia / Joint Ventures / Sub-contractors are involved each party must submit a separate Tax Clearance Certificate. Copies of the Application for Tax Clearance Certificates are available at any Receiver’s Office.

**APPLICATION FOR TAX CLEARANCE CERTIFICATE
(IN RESPECT OF BIDDERS)**

4. Name of taxpayer / bidder:

5. Trade name:

3. Identification number:

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4. Company / Close Corporation registration number:

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5. Income tax reference number:

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

6. VAT registration number (if applicable):

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

7. PAYE employer's registration number (if applicable):

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

Signature of contact person requiring Tax Clearance Certificate:

Name:

Telephone number: Code:..... Number:

Address:

.....

.....

DATE: 20____ / ____ / ____

PLEASE NOTE THAT THE COMMISSIONER FOR THE SOUTH AFRICAN REVENUE SERVICE (SARS) WILL NOT EXERCISE HIS DISCRETIONARY POWERS IN FAVOUR OF ANY PERSON WITH REGARD TO ANY INTEREST, PENALTIES AND / OR ADDITIONAL TAX LEVIABLE DUE TO THE LATE- OR UNDERPAYMENT OF TAXES, DUTIES OR LEVIES OR THE RENDITION RETURNS BY ANY PERSON AS A RESULT OF ANY SYSTEM NOT BEING YEAR 2000 COMPLIANT.

PRICING SCHEDULE
(Professional Services)

Name of Bidder:	Bid Number:
Closing Time:	Closing Date

OFFER TO BE VALID FORDAYS FROM THE CLOSING DATE OF BID.

Fill in the tables below:

SERVICES	TARRIFS
Hourly rates	
Magistrate court (per hour)	R
High Court (Per hour)	R
Arbitration	R
Opinions (per hour)	R
Correspondence:	
Email (each)	R
Letter (each)	R
DISBURSEMENTS	
TRAVELLING (PER KM)	R
TOTAL COSTS TO BE TRANSFERRED TO THE FRONT PAGE	R

C1.1 Form of Offer and Acceptance**Offer**

The employer, identified in the acceptance signature block, has solicited offers to enter a contract in respect of the following works:

ALMP01/2024**PANEL OF LEGAL PRACTITIONERS FOR 36 MONTHS**

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

By the representative of the tenderer, deemed to be duly authorized, signing this part of this form of offer and acceptance, the tenderer offers to perform all of the obligations and liabilities of the contractor under the contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the conditions of contract identified in the contract data.

THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VALUE ADDED TAX IS:

.....

..... Rand (in words);

R. (in figures)

This offer may be accepted by the employer by signing the acceptance part of this form of offer and acceptance and returning one copy of this document to the tenderer before the end of the period of validity stated in the tender data, whereupon the tenderer becomes the party named as the contractor in the conditions of contract identified in the contract data.

Signature Date

Name

Capacity

for the tenderer

(Name and
address of
organization)

.....

Name and signature

of witness

Acceptance

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

The terms of the contract, are contained in:

Part C1: Agreements and contract data, (which includes this agreement)

Part C2: Pricing data

Part C3: Scope of work

and drawings and documents or parts thereof, which may be incorporated by reference into Parts 1 to 4 above.

Deviations from and amendments to the documents listed in the tender data and any addenda thereto as listed in the tender schedules as well as any changes to the terms of the offer agreed by the tenderer and the employer during this process of offer and acceptance, are contained in the schedule of deviations attached to and forming part of this agreement. No amendments to or deviations from said documents are valid unless contained in this schedule, which must be duly signed by the authorized representatives of both parties.

The tenderer shall within 28 days after receiving a completed copy of this agreement, including the schedule of deviations (if any), contact the employer's agent (whose details are given in the contract data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the contract data. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

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

Signature Date

Name

Capacity

for the

Employer

CHIEF ALBERT LUTHULI LOCAL MUNICIPALITY

PO BOX 24

CAROLINA

1185

Name and
signature

of witness

Date

.....

Schedule of Deviations

Notes:

1. The extent of deviations from the tender documents issued by the Employer prior to the tender closing date is limited to those permitted in terms of the Conditions of Tender.
2. A tenderer's covering letter shall not be included in the final contract document. Should any matter in such, letter, which constitutes a deviation as aforesaid become the subject of agreements reached during the process of, offer and acceptance, the outcome of such agreement shall be recorded here.
3. Any other matter arising from the process of offer and acceptance either as a confirmation, clarification or change to the tender documents and which it is agreed by the parties becomes an obligation of the contract shall also be recorded here.
4. Any change or addition to the tender documents arising from the above agreements and recorded here shall also be incorporated into the final draft of the Contract.

1	Subject
	Details

2	Subject
	Details

3	Subject
	Details

4	Subject
	Details

5	Subject
	Details

2	Subject
	Details

3	Subject
	Details

4	Subject
	Details

5	Subject
	Details

By the duly authorized representatives signing this agreement, the employer and the tenderer agree to and accept the foregoing schedule of deviations as the only deviations from and amendments to the documents listed in the tender data and addenda thereto as listed in the tender schedules, as well as any confirmation, clarification or changes to the terms of the offer agreed by the tenderer and the employer during this process of offer and acceptance.

It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the tender documents and the receipt by the tenderer of a completed signed copy of this Agreement shall have any meaning or effect in the contract between the parties arising from this agreement.

For the Tenderer:

For the Employer:

.....	Signature
.....	Name
.....	Capacity

DECLARATION OF INTEREST

1. No bid will be accepted from persons in the service of the state¹.
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority.
- 3 **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

3.1 Full Name of bidder or his or her representative:.....

3.2 Identity Number:

3.3 Position occupied in the Company (director, trustee, shareholder²):.....

3.4 Company Registration Number:

3.5 Tax Reference Number:.....

3.6 VAT Registration Number:

3.7 The names of all directors / trustees / shareholders members, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below.

3.8 Are you presently in the service of the state? **YES / NO**

3.8.1 If yes, furnish particulars.

.....

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

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

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

3.9 Have you been in the service of the state for the past twelve months? **YES / NO**

3.9.1 If yes, furnish particulars

.....

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

3.10.1 If yes, furnish particulars.

.....
.....

3.11 Are you, aware of any relationship (family, friend, other) between any other bidder and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid?

YES / NO

3.11.1 If yes, furnish particulars

.....
.....

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

YES / NO

3.12.1 If yes, furnish particulars.

.....
.....

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

YES / NO

3.13.1 If yes, furnish particulars.

.....
.....

3.14 Do you or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract.

YES / NO

3.14.1 If yes, furnish particulars:

.....
.....

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

Full Name	Identity Number	State Employee Number

.....
Signature

.....
Date

.....
Capacity

.....
Name of Bidder

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

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for municipal objectives as per the Preferential Chief Albert Luthuli Preferential Policy

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022.

1. GENERAL CONDITIONS

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

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); 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 not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20system shall be applicable.

1.3 Preference points for this bid shall be awarded for:

- (a) Price; and
- (b) Municipal objectives

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

	POINTS
1.3.1.1 PRICE
1.3.1.2 MUNICIPAL OBJECTIVES
Total points for Price and Municipal objectives must not exceed	100

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;

2.4 “**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;

2.6 “**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 Municipal objectives.
- 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 Municipal objectives, 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:

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

Where

Ps = Points scored for comparative price of bid under consideration

Pt = Comparative price of bid under consideration

Pmin = Comparative price of lowest acceptable bid

5. Points awarded for Municipal objectives

5.1 In terms of the Chief Albert Preferential Procurement Policy, preference points must be awarded to a bidder in accordance with the municipal objectives below:

- Enterprises that are at least 50% women-owned (maximum 5/2,5 points)
- Enterprises that are at least 50% owned by disabled persons (maximum 5/2,5 points))
- Enterprises with at least a 50% ownership by Youth (maximum 5/2,5 points)
- Locality within Chief Albert Luthuli Municipality (maximum 5/2,5 points)

WITNESSES:

1.

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

2.

DATE:.....

ADDRESS:.....

.....

.....

.....

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

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

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:

Chief Albert Luthuli Municipality

(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

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 f
 - 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)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES

1

2

DATE: