

TENDER DOCUMENT

TENDER NO: SBM 38/21/22

DESCRIPTION:

**APPOINTMENT OF A PANEL OF ATTORNEY / LEGAL FIRMS TO PROVIDE
LITIGATION AND LEGAL ADVISORY SERVICES TO SALDANHA BAY
MUNICIPALITY FOR THE PERIOD 01 JULY 2022 TO 30 JUNE 2025.**

CLOSING DATE: 20 MAY 2022

CLOSING TIME: 12h00

BID DOCUMENTS MAY BE POSTED TO:

Private Bag X12
VREDENBURG
7380

A tender posted (at sender's risk) to THE MUNICIPAL MANAGER, SALDANHA BAY MUNICIPALITY, PRIVATE BAG X12, VREDENBURG, 7380 in good time so as to reach the Municipal Manager before the above-mentioned closing date, may be accepted on condition that it is placed in the TENDER box before the closing time, it being understood that the Council disclaims any responsibility for seeing that such tenders are in fact lodged in the tender box.

OR

DEPOSITED IN THE TENDER BOX SITUATED AT (STREET ADDRESS)

Finance Department
Buller/Investment Centre
15 Main Road
VREDENBURG

NB: TENDERS must be properly received and deposited in the above-mentioned tender box on or before the closing date and before the closing time. No late tender offers will be accepted under any circumstances. Tender offers must be submitted in a sealed envelope properly marked in terms of the tender number and tender description as indicated above. If the tender offer is too large to fit into the above-mentioned box, please enquire at the public counter opposite the tender boxes for assistance. No tender offers will be accepted via facsimile, email or electronic copies.

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INFORMATION OF TENDERER (IT IS COMPULSORY TO COMPLETE ALL LINE ITEMS)	
NAME OF TENDERER (THE COMPANY)	
STREET ADDRESS	
POSTAL ADDRESS + POST CODE	
TEL NO	
E – MAIL FOR CORRESPONDENCE	
CSD DATABASE REG NO	MAAA.....

COMPULSORY COMPLIANCE REQUIREMENTS REGARDING THE TENDER DOCUMENT

It is compulsory to confirm "yes or no" on all line items		<u>Comply</u> Yes/NO
The original document <u>and price schedule</u> included must be submitted or, if documents are printed from the e-tender website, the original, printed document must be submitted, clearly reflecting all handwriting and signatures in black ink. Documents where the writing, signatures and water mark is unclear and/or copied will render the tender non- responsive.		
It is compulsory to complete the document <u>handwritten</u> in black ink. Information may not be typed on the document		
Print the tender document with a quality printer. If the wording is unclear, the document will be discarded.		
Printed documents must be <u>bounded securely</u> according to page numbers to prevent pages getting lost.		
All Annexures with compulsory attachments must be bound to the back of the document. Failure to submit the complete tender document, Complete Pricing schedule, supporting documents and specifications will render the tender non- responsive.		
No alterations of the document will be accepted. Any alterations will disqualify the tender		
If possible, Print the <u>Tender document</u> on <u>both sides</u> to save paper and for standardisation.		
THIS TENDER DOCUMENT CONSISTS OF 53 PAGES. Ensure that the entire document, including all pages are submitted. Missing pages will render the tender non-responsive.		

It is compulsory to comply and sign below if the tenderer agrees to the requirements above

I accept and approve all of the above.

.....
SIGNATURE OF TENDERER

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ANY ENQUIRIES REGARDING THE BIDDING PROCEDURE MAY BE DIRECTED TO:

Department: Supply Chain Management
Contact Person: Viandro van Wyk
Tel: 022 701 7168
e-mail: viandro.vanwyk@sbm.gov.za

ANY ENQUIRIES REGARDING TECHNICAL INFORMATION / SPECIFICATIONS MAY BE DIRECTED TO:

Contact Person: Lana Ebersohn
Tel: 022 701 7142
e-mail: lana.ebersohn@sbm.gov.za

CHECKLIST

Please ensure that you have included all the documents listed below and submit it with your tender document as well as ensure that you adhere to the listed requirements. This will ensure that your tender is not deemed to be non-responsive and disqualified

PLEASE TICK BOX ☒

- ☐ Current, Valid Tax Clearance Certificate
- ☐ Identity Documents of all those with equity ownership in the organization. In the case of a company please include only those ID documents of the Directors with equity ownership.
- ☐ Company registration forms
- ☐ Certified copy of bidders and director's municipal accounts or valid lease agreements
- ☐ Registration with professional body (If applicable)
- ☐ All relevant sections complete and signed, and all pages of tender document initialed by authorized signatory
- ☐ Proof attached that signatory is duly authorized to enter into contractual agreement with Saldanha Bay Municipality on behalf of the organization

DECLARATION

I declare that all relevant documentations have been included with the bid document and all the tender conditions have been adhered to.

.....
 Name Signature Date

.....
 Capacity Name of Firm

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SECTION 1.1 ADVERTISEMENT

MUNISIPALITEIT SALDANHABAAI TENDER SBM 38/21/22

BESKRYWING: AANSTELLING VAN 'N PANEEL VAN PROKUREURS / REGSFIRMAS OM LITIGASIE EN REGSADVIESDIENSTE TE VOORSIEN AAN SALDANHABAAI MUNISIPALITEIT VIR DIE TYDPERK 01 JULIE 2022 TOT 30 JUNIE 2025.

Tender dokumente is beskikbaar vir aflaai op die e-Tender publikasie webtuiste www.etenders.gov.za of kan alternatiewelik opgetel word by Mnr. Christo de Bruyn, Hoofstraat 15, Buller/Beleggingsentrum, Vredenburg vanaf **Maandag 11 April 2022**.

Indien tenders opgetel word, moet 'n nie-terugbetaalbare tender deposito van R172.50 betaal word aan Saldanhabaai Munisipaliteit. 'n Bewys van betaling of bank-gewaarborgde tjek moet aangebied word vir die verkryging van tender dokumente.

Navrae kan gerig word aan Mev. Lana Ebersohn by Lana.ebersohn@sbm.gov.za.

Tenders moet in die tenderbus by die Buller/Beleggingsentrum, Hoofstraat 15, Vredenburg ingedien word voor **12:00** op **Vrydag 20 Mei 2022** en moet in 'n geseëde kovert wees waarop daar aan die buitekant duidelik gemerk is die bovermelde tender nommer en beskrywing.

Na die sluitingsuur sal die tenders in die publiek oopgemaak word. Enige of die laagste tender sal nie noodwendig aanvaar word nie.

Die voorkeur-puntestelsel soos vervat in die Voorkeur Verkrygingsregulasies Nr. R32 van 20 Januarie 2017 (B-BBEE) sal nie in die beoordeling van hierdie tender gebruik word nie.

'n Geldige inkomstebelasting uitklaringsertifikaat soos uitgereik deur die Suid-Afrikaanse Inkomstediens, moet met die tender dokument ingehandig word, en die tenderaar moet voldoen aan die belastingvoorwaardes op die Sentrale Verskaffers Databasis (CSD).

Mnr. H.F. Mettler
MUNISIPALE BESTUURDER
Munisipaliteit Saldanhabaai
Privaatsak X 12
VREDENBURG
7380

SALDANHA BAY MUNICIPALITY TENDER SBM 38/21/22

DESCRIPTION: APPOINTMENT OF A PANEL OF ATTORNEYS / LEGAL FIRMS TO PROVIDE LITIGATION AND LEGAL ADVISORY SERVICES TO SALDANHA BAY MUNICIPALITY FOR THE PERIOD 01 JULY 2022 TO 30 JUNE 2025.

Tender documents can be downloaded from the eTender publication portal at www.etenders.gov.za or alternatively can be collected from Mr. Christo de Bruyn, 15 Main Road, Buller/Investment Centre, Vredenburg from **Monday 11 April 2022**.

If tenders are collected, a non-refundable tender deposit of R 172.50 is payable to Saldanha Bay Municipality. A proof of deposit or bank guaranteed cheque is required for the collection of tender documents.

Enquiries can be directed to Mrs. Lana Ebersohn on Lana.ebersohn@sbm.gov.za

Tenders must be placed in the tender box at the Buller/Investment Centre, 15 Main Road, Vredenburg, before **12:00** on **Friday 20 May 2022**, in a sealed envelope upon the outside where on is clearly marked the above-mentioned tender number and description.

The tenders shall be opened in public after the closing hour. Any or the lowest tender will not necessarily be accepted.

The preference point system as contained in the Preferential Procurement Regulations No. R32 of 20 January 2017 (B-BBEE) will not be used in the adjudication of this tender.

A valid tax clearance certificate from the South African Revenue Services must be supplied with the tender document and the tenderer must be tax-compliant on the Central Supplier Database (CSD).

Mr. H.F. Mettler
MUNICIPAL MANAGER
Saldanha Bay Municipality
Private Bag X 12
VREDENBURG
7380

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SECTION 1.2

TENDER CONDITIONS AND INFORMATION

1.2.1 General and Special Conditions of Contract

The General Conditions of Contract (GCC) as well as Special Conditions of Contract (SCC) forming part of this set of tender documents will be applicable to this tender in addition to the conditions of tender. Where the GCC and SCC are in conflict with one another, the stipulations of the SCC will prevail.

1.2.2 Acceptance or Rejection of a Tender

The Municipality reserves the right to withdraw any invitation to tender and/or to readvertise or to reject any tender or to accept a part of it. The Municipality does not bind itself to accepting the lowest tender or the tender scoring the highest points.

1.2.3 Validity Period

Bids shall remain valid and binding for a minimum of 90 days after the tender closure date and the validity extend automatically till the contract is signed if validity goes beyond the number of days indicated. The reason for this is to ensure that the tender is valid till appeals were considered, if received.

1.2.4 Cost of Tender Documents

Tender documents can be downloaded from the eTender publication portal at www.etenders.gov.za or alternatively can be collected at a non-refundable tender deposit rate payable to Saldanha Bay Municipality. Payment for tender documents must be made by a crossed cheque, cash or payment into SBM Municipality bank account payable to the SBM Municipality. These costs are non-refundable. No unauthorised alteration of this set of tender documents will be allowed. Any unauthorised alteration will disqualify the tender automatically.

1.2.5 Registration on Accredited Supplier Database

It is expected of all prospective service providers who are not yet registered on the Central Supplier Database, to register online. In the event that a tenderer is not yet registered, it is requested that the online registration proceeds with the Central Supplier Database. The Municipality reserves the right not to award tenders to prospective suppliers who are not registered on the Central Supplier Database.

1.2.6 Completion of Tender Documents

(a) The original tender document must be completed fully in black ink and signed by the authorised signatory to validate the tender. All the pages must be initialled by the authorised signatory and returned. Copies will not be accepted. Failure to do so will result in the disqualification of the tender.

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(b) Tender documents may not be altered or retyped. It will result in the disqualification of the tender.

(c) The complete original tender document must be returned. Missing pages will result in the disqualification of the tender.

(d) No unauthorised alteration of this set of tender documents will be allowed. Any unauthorised alteration will disqualify the tender automatically. Any ambiguity has to be cleared with the contact person for the tender before the tender closure.

(e) Tenders must be completed in indelible ink and NO CORRECTION FLUID may be used in the Tender Document. If corrections must be made, a line must be drawn through the correction and it must be initialed.

1.2.7 Compulsory Documentation

1.2.7.1 Income Tax Clearance Certificate

(a) A valid Income Tax Clearance Certificate must accompany the bid documents unless the bidder is registered on the Accredited Supplier Database of the Municipality and the Municipality has a valid Income Tax Clearance Certificate for the bidder on record. If the South African Revenue Services (SARS) cannot provide a valid Income Tax Clearance Certificate, the bidder must submit a letter from SARS on an original SARS letterhead that their tax matters are in order.

1.2.7.2 Construction Industry Development Board (CIDB)

When applicable, a certified copy of the bidder's registration and grading certificate with the CIDB must be included with the tender. Failure to do so will result in the disqualification of the tender.

1.2.7.3 Municipal Rates, Taxes and Charges

(a) A certified copy of the bidder's municipal account for the month preceding the tender closure date must accompany the tender documents.

(b) Any bidder which is or whose directors are in arrears with their municipal rates and taxes or municipal charges due to any Municipality or any of its entities for more than three months and have not made an arrangement for settlement of same before the bid closure date will be disqualified.

1.2.8 Authorized Signatory

(a) A copy of the recorded Resolution taken by the Board of Directors, members, partners or trustees authorizing the representative to submit this bid on the bidder's behalf must be attached to the Bid Document on submission of same.

(b) A bid shall be eligible for consideration only if it bears the signature (original in black ink) of the bidder or person duly and lawfully authorized to sign it for and on behalf of the bidder.

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1.2.9 Site / Information Meetings

Site or information meetings, if specified, are compulsory. Bids will not be accepted from bidders who have not attended compulsory site or information meetings.

1.2.10 Samples

Samples, if requested, are to be provided to the Municipality with the tender document and are not returnable.

1.2.11 Quantities of Specific Items

If tenders are called for a specific number of items, Council reserves the right to change the number of such items to be higher or lower. The successful bidder will then be given an opportunity to evaluate the new scenario and inform the Municipality if it is acceptable. If the successful bidder does not accept the new scenario, it will be offered to the second placed bidder. The process will be continued to the Municipality's satisfaction.

1.2.12 Submission of Tender

(a) The tender must be placed in a sealed envelope, or envelopes when the two-envelope system is specified, clearly marked with the tender number, title as well as closing date and time and be **placed in the tender box on the Ground floor at the Buller/Investment Centre, 15 Main Road, Vredenburg by not later than 12:00 on requested date.**

(b) Faxed, e-mailed and late tenders will not be accepted. Tenders may be delivered by hand, by courier, or posted **at the bidder's risk** and must be received by the deadline specified above and be placed in the tender box, irrespective of how they are sent or delivered.

1.2.13 Expenses Incurred in Preparation of Tender

The Municipality shall not be liable for any expenses incurred in the preparation and submission of the tender.

1.2.14 Contact with Municipality after Tender Closure Date

Bidders shall not contact the Saldanha Bay Municipality on any matter relating to their bid from the time of the opening of the bid to the time the contract is awarded. If a bidder wishes to bring additional information to the notice of the Saldanha Bay Municipality, it should do so in writing to the Saldanha Bay Municipality. Any effort by the firm to influence the Saldanha Bay Municipality in the bid evaluation, bid comparison or contract award decisions will result in the rejection of the bid.

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1.2.15 Opening, Recording and Publications of Tenders Received

(a) Tenders will be opened on the closing date immediately after the closing time specified in the tender documents. If requested by any bidder present, the names of the bidders, and if practical, the total amount of each bid and of any alternative bids will be read out loud.

(b) Details of tenders received in time will be published on the Municipality's website as well as recorded in a register which is open to public inspection.

1.2.16 Evaluation of Tenders

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

1.2.17 Supply Chain Management Policy and Regulations

Bids will be awarded in accordance with the Preferential Procurement Regulations, 2017 pertaining to the Preferential Procurement Policy Framework Act, No 5 of 2000 as well as the Municipality's Supply Chain Management Policy.

1.2.18 Contract

The successful bidder will be expected to sign the agreement of this bid document **within 7 (seven) days** of the date of notification by the Saldanha Bay Municipality that his/her bid has been accepted. The signing of the relevant sections of this bid document signifies the conclusion of the contract. The Municipality, at its discretion, may request the signing of an additional Service Level Agreement which, together with the signed tender document, will constitute the full agreement between the Municipality and the successful bidder.

1.2.19 Language of Contract

The contract documents will be compiled in English and the English versions of all referred documents will be taken as applicable.

1.2.20 Stamp and Other Duties

The successful bidder will be liable for all duties and costs on legal documents resulting in the establishment of a contract and for the surety and retentions.

1.2.21 Wrong Information Furnished

Where a contract has been awarded on the strength of the information furnished by the bidder which, after the conclusion of the relevant agreement, is proved to have been incorrect, the Municipality may, in addition to any other legal remedy it may have, recover from the contractor all costs, losses or damages incurred or sustained by the Municipality as a result of the award of the contract.

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1.2.22 Intellectual property

The tenderer / Contractor agrees to tender and perform the mutually agreed services as stipulated in the tender and any amendments thereto on the basis that the Tenderer / Contractor (T/C) hereby assigns to SBM all rights, including, without implication, copyrights, patents, trademark rights, and any other intellectual property rights associated with any ideas, concepts, techniques, inventions, processes, works of authorship, confidential information or trade secrets. (i) Developed or created by the T/C, solely or jointly with others during the course of performing work for or on behalf of SBM. (ii) That the T/C conceives, develops, discovers or makes in whole or in part during the T/C employment by SBM that relate to the business of SBM.

If, notwithstanding the foregoing, the T/C for any reasons retains any right, title or interest in or relating to any Work Product, the T/C agrees promptly to assign, in writing and without any requirement of further consideration, all such right, title and interest to SBM. Upon request of SBM at any time during or after the Employment Period, the T/C will take such further actions, including execution and delivery of instruments of conveyance, as may be appropriate to evidence, perfect, record or otherwise give full and proper effect to any assignments of rights under or pursuant to this tender. The T/C will promptly disclose to SBM any such work product in writing

1.2.23 Enquiries

Enquiries in connection with these tender specifications, prior to the tender closure date, may be addressed to Mrs. Lana Ebersohn, 022 701 7142. Enquiries regarding the tender process and Supply Chain Management related aspects may be addressed to Mr. Viandro van Wyk, Tel no: 022 701 7168 or e-mail viandro.vanwyk@sbm.gov.za.

1.2.24 Submission of Invoices:

The successful bidder(s) to ensure compliance with Section 20(4) of the Value Added Tax (VAT) Act, 89 of 1991.

In terms of Section 20(4) of the Act, the TAX INVOICE(S) received from registered Vat vendors MUST bear the following information:

- The words "TAX INVOICE" in a prominent place;
- Name, address and VAT registration number of the supplier;
- The name and address: Saldanha Bay Municipality, Private Bag X12, Vredenburg, 7380;
- The Saldanha Bay Municipality VAT registration number: 41001113150;
- Unique VAT invoice number and date of issue;
- Accurate description of goods and/or services;
- Quantity or volume of goods or services supplied; and
- Price and VAT amount and percentage (%).

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Failure to comply with above mentioned will result in payments not been made timeously.

Also take note that Saldanha Bay Municipality will not be liable for any late payments as a result of invalid Tax Invoice submitted by suppliers

I hereby declare compliance with Section 20(4) of the Value Added Tax (VAT) Act, 89 of 1991 and that I am duly authorised to sign on behalf of the company

PRINT NAME

SIGNATURE

DATE



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SECTION 1.3

GENERAL CONDITIONS OF CONTRACT

1. Definitions

1. The following terms shall be interpreted as indicated:
 - 1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
 - 1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
 - 1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
 - 1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.
 - 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
 - 1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
 - 1.7 "Day" means calendar day.
 - 1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.
 - 1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.
 - 1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
 - 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
 - 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. 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.

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- 1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 "GCC" means the General Conditions of Contract.
- 1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 "Project site," where applicable, means the place indicated in bidding documents.
- 1.21 "Purchaser" means the organization purchasing the goods.
- 1.22 "Republic" means the Republic of South Africa.
- 1.23 "SCC" means the Special Conditions of Contract.
- 1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.25 "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.

2. Application

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

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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 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za

4. Standards

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

5. Use of contract documents and information; inspection.

- 5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser

6. Patent rights

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

7. Performance security

- 7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.

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- 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 supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

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 Department or an organization acting on behalf of the Department.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the 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 supplier.
- 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 analyzed 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 supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk.
Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

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

9. Packing

- 9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

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

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 in the SCC.

12. Transportation

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

13. Incidental services

- 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
- (a) Performance or supervision of on-site assembly and/or commissioning of the supplied goods;
 - (b) Furnishing of tools required for assembly and/or maintenance of the supplied goods;
 - (c) Furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
 - (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and

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- (e) Training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.
- 13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

14. Spare parts

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

15. Warranty

- 15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
- 15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.
- 15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- 15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

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16. Payment

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

17. Prices

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

18. Contract amendments

- 18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s).
As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.

Initial_____

- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.
- 21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.
- 21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without canceling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties

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

23. Termination for default

- 23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
 - (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
 - (b) if the Supplier fails to perform any other obligation(s) under the contract; or
 - (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.

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- 23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.
- 23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.
- 23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.
- 23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
- (i) the name and address of the supplier and / or person restricted by the purchaser;
 - (ii) the date of commencement of the restriction
 - (iii) the period of restriction; and
 - (iv) the reasons for the restriction.

These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.

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

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24. Anti-dumping and countervailing duties and rights

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

25. Force Majeure

- 25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. Termination for insolvency

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

27. Settlement of Disputes

- 27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation.

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No mediation in respect of this matter may be commenced unless such notice is given to the other party.

- 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 27.5 Notwithstanding any reference to mediation and/or court proceedings herein,
- (a) The parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
 - (b) the purchaser shall pay the supplier any monies due the supplier.

28. Limitation of liability

- 28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;
- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and
 - (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29. Governing language

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

30. Applicable law

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

31. Notices

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

32. Taxes and duties

- 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.

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- 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

33. National Industrial Participation (NIP) Programme

- 33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.

34 Prohibition of Restrictive practices

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

SECTION 2.1**MBD 1****INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE SALDANHABAY MUNICIPALITY

BID NUMBER: **SBM 38/21/22** CLOSING DATE: **20 May 2022** CLOSING TIME: **12H00**

DESCRIPTION: APPOINTMENT OF A PANEL OF ATTORNEYS / LEGAL FIRMS TO PROVIDE LITIGATION AND LEGAL ADVISORY SERVICES TO SALDANHA BAY MUNICIPALITY FOR THE PERIOD 01 JULY 2022 TO 30 JUNE 2025.

The successful bidder will be required to fill in and sign a written Contract (MBD 7.2)

BID DOCUMENTS MAY BE POSTED TO:

The Municipal Manager
Saldanha Bay Municipality
Private Bag X12
VREDENBURG
7380

OR

DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)

The Finance Department
Buller/Investment Centre
Ground Floor
15 Main Road
VREDENBURG
7380



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

ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS – (NOT TO BE RE-TYPED)

THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT

**THE FOLLOWING PARTICULARS MUST BE FURNISHED
(FAILURE TO DO SO MAY RESULT IN YOUR BID BEING DISQUALIFIED)**

NAME OF BIDDER

POSTAL ADDRESS.....

.....

STREET ADDRESS

Initial_____

TELEPHONE NUMBER: CODE..... NUMBER.....

CELLPHONE NUMBER.....

FACSIMILE NUMBER

.....

E-MAIL ADDRESS

.....

VAT REGISTRATION NUMBER

.....

HAS A VALID TAX CLEARANCE CERTIFICATE BEEN SUBMITTED? (MBD 2)

YES / NO

HAS A SANAS APPROVED B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE OR VALID B-BBEE AFFIDAVIT BEEN SUBMITTED? (MBD 6.1)

YES / NO

IF YES, WHO WAS THE CERTIFICATE ISSUED BY?

AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA).....☐

A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS); OR.....☐

A REGISTERED AUDITOR☐

[TICK APPLICABLE BOX]

(A SANAS APPROVED B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE OR VALID B-BBEE AFFIDAVIT 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?

YES / NO

[IF YES ENCLOSE PROOF]

SIGNATURE OF BIDDER

DATE.....

CAPACITY UNDER WHICH THIS BID IS SIGNED

ANY ENQUIRIES REGARDING TECHNICAL INFORMATION / SPECIFICATIONS MAY BE DIRECTED TO:

Contact Person: Mrs. Lana Ebersohn

Tel: 022 701 7142

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SECTION 2.2**MBD 2****TAX CLEARANCE CERTIFICATE REQUIREMENTS**

It is a condition of bid that the taxes of the successful bidder must be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the bidder's tax obligations.

1. In order to meet this requirement bidders are required to make application for a Tax Clearance Certificate" from any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign bidders / individuals who wish to submit bids.
2. SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.
3. In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate.
4. Copies of the TCC 001 "Application for a Tax Clearance Certificate" form are available from any SARS branch office nationally or on the website www.sars.gov.za.
5. Applications for the Tax Clearance Certificates may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website www.sars.gov.za.

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SECTION 3.1

MBD 4

DECLARATION OF INTEREST

1. No bid will be accepted from persons in the service of the state¹.
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favoritism, 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 authorized 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, hareholder²):.....

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.

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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 Are you, aware of 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**

3.11.1 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**

3.11.2 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:

.....

Initial_____

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

Full Name	Identity Number	State Employee Number

.....
Signature

.....
Date

.....
Capacity

.....
Name of Bidder (The Company)

Initial_____

SECTION 3.2

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	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 ☐	No ☐
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? (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 ☐	No ☐
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes ☐	No ☐

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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 ☐	No ☐
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes ☐	No ☐
4.5.1	If so, furnish particulars:		

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 Tenderer (Company)

Initial_____

DECLARATION OF MUNICIPAL ACCOUNTS OF COMPANY AND DIRECTORS

Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes ☐	No ☐
--	---------------------------------	--------------------------------

The Tenderer must affix proof of Municipal Accounts or valid lease agreements of the company as well as Directors and also complete the addresses of Directors below. If the Bidder has more than 12 Directors, a schedule with addresses must also be attached to the tender document.

Director 1 Address:Mr. / Mrs**Director 2 Address:**Mr. / Mrs**Director 3 Address:**Mr. / Mrs**Director 4 Address:**Mr. / Mrs**Director 5 Address:**Mr. / Mrs**Director 6 Address:**Mr. / Mrs**Director 7 Address:**Mr. / Mrs**Director 8 Address:**Mr. / Mrs**Director 9 Address:**Mr. / Mrs**Director 10 Address:**Mr. / Mrs**Director 11 Address:**Mr. / Mrs**Director 12 Address:**Mr. / Mrs

Initial_____

SECTION 3.3

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.

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MBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(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.

Initial _____

MBD 9

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.

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

Initial_____

MBD 9

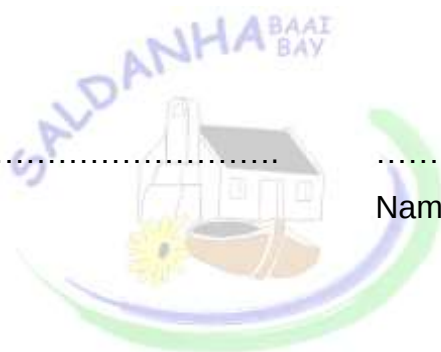
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms 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 (Company)



Initial_____

SECTION 3.4

Central Supplier Database (CSD)

CENTRAL SUPPLIER DATABASE

Paragraph 14(1)(a) of the Municipal Supply Chain Management Policy states that the municipality must keep a list of accredited prospective providers of goods and services that must be used for the procurement requirements. Saldanha Bay Municipality has decided to accept an invitation from Provincial Treasury to join the Western Cape Supplier Database (WCSD) with the view of using one centralized database. However, on 01 July the Municipality will make use of the Centralised Supplier Database. This decision was taken based on the advantages it holds for our suppliers as well as our organization's procurement processes. All prospective providers of municipal goods and/or services are hereby requested to register their business with the CSD.

The usage of the Centralised Supplier Database came into effect on 01 July 2016. REGISTRATION WILL BE COMPULSORY IN ORDER TO CONDUCT BUSINESS WITH SALDANHA BAY MUNICIPALITY. The database will be used to verify the accreditation of a supplier before an award can be made.

All prospective suppliers should be aware of the amended codes of good practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act as issued by the Minister of Trade and Industry (Gazette No.36928) on 11 October 2013.

Enquiries can be made to Mr. S. Macetyana or Mr. A. Adonis at 022 701 6824.

CSD registration number (if registered): MAAA

Initial_____

SECTION 4.1**SPECIAL CONDITIONS OF CONTRACT**

1. Par 1.2.6(e) supersedes Par 1.25 of the GCC relating to tender documents must be completed in handwriting.
2. **It is Compulsory to Comply to all requirements and submission of attachments (including samples where applicable). All proof of technical compliance and technical documentation as requested in the detailed general specifications must be submitted with the tender document at the closing date. Failure to submit all technical documentation as per the general specifications and special conditions of contract at the closing date will render your bid non-responsive.**



Initial_____

SECTION 4.2

SPECIFICATIONS FOR TENDER – PANEL ATTORNEYS**TERMS OF REFERENCE****APPOINTMENT OF A PANEL OF ATTORNEY / LEGAL FIRMS TO PROVIDE LITIGATION AND LEGAL ADVISORY SERVICES TO SALDANHA BAY MUNICIPALITY FOR THE PERIOD 01 JULY 2022 TO 30 JUNE 2025****1. NATURE OF SERVICES REQUIRED**

The appointment of a panel of attorneys/legal firms to provide debt collection, litigation and legal advisory services to SBM.

2. SCOPE OF SERVICES**2.1 General**

Appointment will be for a period of three (3) years with effect from 1 July 2022 to 30 June 2025.

The following areas of law is applicable:

- 
- Town Planning
 - Procurement and Supply Chain Management
 - Environmental Law
 - Labour Law
 - Property Law and Conveyancing
 - Commercial Law
 - Administrative Law
 - Contract Law
 - Magistrate and High Court Litigation
 - Debt Collection

3. Qualifying Criteria

Profile of the legal firm, which include the following:

- Proof that the members of the firm have experience of not less than five years as practicing attorneys;
- Proof that members of the firm have the necessary in-house experience and the capacity to handle both litigation and advisory work in the required legal areas (traceable examples of work undertaken will be and added advantage);
- Proof that the composition of the firm reflects a commitment to the transfer of skills to previously disadvantaged groups and compliance with Employment Equity legislation.

Initial_____

- The names and CV's of the legal practitioners in the firm.
- Declaration of willingness to accept the proposed tariff of fees.
- An original valid Tax Clearance Certificate.

4. Fixed Pricing Structure

- Tariff guideline in respect of Debt Collection, Magistrate and High Court litigious matters, certain non-litigious matters and conveyancing **(See Annexure A)**.

5. Evaluation Criteria

- As per qualifying criteria and requested experience in the required areas of law.



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SECTION 4.3

ANNEXURE“A”

SALDANHA BAY MUNICIPALITY TARIFF GUIDELINE IN RESPECT OF MAGISTRATES COURT LITIGIOUS MATTERS (EXCLUDING COLLECTIONS / BULK MATTERS) HIGH COURT LITIGIOUS MATTERS, CERTAIN NON-LITIGIOUS MATTERS AND CONVEYANCING

1. The Saldanha Bay Municipality seeks to ensure that the legal fees which it is charged by private attorneys are fair and reasonable. It is also the intention of the Municipality to ensure that a fair measure of consistency is achieved so that legal fees are charged at similar rates in appropriate matters and to eradicate the disparities in invoices from attorneys. Accordingly, the Municipality has adopted this guideline in order to ensure parity in attorneys' fees and to put an end to inappropriate charges.

Fee Structure

2. The Municipality shall brief attorneys on the basis of an appropriate hourly charge out rate ("the hourly rate") which will be charged by attorneys and therefore the fees shall be time-based. The hourly rate shall be agreed to between the Municipality and the relevant attorneys/law firm in respect of a particular matter at the commencement of the brief. The applicable hourly rate shall not be more than R1500-00. In exceptional cases depending on the complexity of the matter, the rate may be adjusted to a fee not exceeding R2500-00 per hour and this will be determined by the Municipality (as represented by the Municipal Manager or his / her nominee) should the circumstances warrant it.

Provided that the Municipal Manager or his/her nominee may negotiate a discounted rate in the event of allocating a number of matters to an attorney.

3. Generally, the attorney shall charge an hourly rate which will be agreed between the attorney and the Municipality (as represented by the Municipal Manager or his/her nominee) taking into account the number of years of experience after the admission of such attorney as an attorney of the High Court but subject to paragraph two (2) above. In agreeing upon determining the hourly rate, the following shall be taken into account:
 - 3.1 the complexity, difficulty and/or the novelty of the matter and questions incidental to the matter;
 - 3.2 the specialized knowledge and/or training required of the attorney (specialized knowledge includes, but shall not be limited to, local government law expertise, local government transactional expertise; local government legislative drafting; and/or any area of law which may be considered specialized when practiced within a local government context such as an environmental law, labour law, planning law, constitutional law and administrative law);

Initial_____

- 3.3 the level of importance of the matter to the Municipality (strategic, high-level advice which justifies a higher rate as opposed to more generalist advice which would not);
 - 3.4 the actual experience of seniority of the attorney;
 - 3.5 where money or property is involved, its amount or value;
 - 3.6 savings that the Municipality may make if an attorney is able to advise the Municipality (e.g. opinions and advice) without briefing counsel, or where he or she appears in matters in which counsel generally would be briefed; and
 - 3.7 the urgency attached to the instruction.
- 4. An attorney shall generally charge an hourly rate as provided for in paragraph 2 above, unless the attorney can, with the approval of the Municipality, justify an hourly rate which higher, based on the factors and considerations listed in paragraph 3 above.
 - 5. The hourly rate shall exclude VAT and disbursements, which shall be charged in addition to the hourly rate.

LUMP SUM FEES

- 6. This guide shall not prevent attorneys from entering into arrangements with the Municipality in terms of which a lump sum is charged. Such arrangements may be entered into any appropriate matter including, but not limited to, a matter in which the time-based fee structure is inappropriate or where the Municipality has a predetermined budget for legal fees for a particular project. Lump sum agreements may only be entered into if they constitute a real cost saving in respect of legal fees as compared to a time based fee arrangement.

APPLICATION

This guideline shall apply to:

- 7. Litigation in:
 - 7.1 the High Court;
 - 7.2 court of similar status to the High Court;
 - 7.3 the Magistrates Court in respect of matters other than collections of bulk matters; and
 - 7.4 any other forum which the Municipality agrees shall fall within this category such as arbitration tribunals and independently chaired labour disputes.

Initial_____

8. Opinion work and advice (including transactional advising)
9. Drafting of documents for the Municipality, including but not limited to:
 - 9.1 agreements;
 - 9.2 trust deeds, and any other similar foundational documents in respect of the establishment of municipal entities;
 - 9.3 policies;
 - 9.4 procedures;
 - 9.5 guidelines;
 - 9.6 opinions and advice; and/or
 - 9.7 by-laws.

CHANGE IN STATUS OF A MATTER

10. Should the nature of a matter develop into one which had not been anticipated by the Municipality and/or attorney briefed in such matter, then the attorney may, with the prior approval of the Municipality, increase the hourly rate to an appropriate one after having taken into account the factors listed in paragraph 3 above. Similarly, should a matter evolve into a relatively simple or straightforward one which does not justify the hourly rates agreed to at the inception of the matter, the Municipality may, with the agreement of the relevant attorney, reduce the hourly rate within the applicable band, provided that such reduction shall not be applied with retrospective effect.
11. A change in hourly rates will take place only in circumstances where it was not reasonable for the Municipality and/or the attorney to accurately gauge the factors listed in paragraph 3 at the time the instruction was given to the attorney.

DETAILED NARRATIVES

12. The Municipality needs sufficient information in order to assess whether a fee charged by an attorney is fair and reasonable. In this regard, the fee narration should stipulate time spent on research, appearance and consultations, drafting opinions, pleadings and other documents and other attendances.

Initial_____

DISBURSEMENTS

13. Disbursements shall be charged as follows:

Item	Rate
Telephone calls- incoming and outgoing	150% of Telkom and cellular phone charges
Telefax-incoming and outgoing	R5.00 per page
E-mails-incoming and outgoing	R5.00 per email
Photocopies, printing or scanning	R4.00 per page
Travelling	R4.50 per kilometre

BRIEFING OF COUNSEL

14. The approval of the Municipality must first be obtained prior to Counsel being briefed in any matter. The attorney shall establish from the Counsel proposed to be briefed his or her hourly charge-out rate and/or Counsel's first day fees for an appearance and refreshers thereafter and such rates will need to be approved by the Municipality prior to Counsel being briefed.

CONVEYANCING

15. Fees for conveyancing would be in accordance with the fee structure of the Cape Law Society or as otherwise mutually agreed.

DEBT COLLECTION PRE-LEGAL (PRE-LITIGATION)

16. Fees for debt collection pre-litigation stage will be remunerated and paid as follow:

Process	Rate	Action date
Consumer with an arrear amount older than 30 days.	5% of the amount recovered plus a fixed administration fee of R10,00 (Ten Rand) per successful transaction	Debtors older than 30 days
Pre-Legal process	15% of the amount recovered plus a fixed administration fee of R10,00 (Ten Rand) per	Debtors older than 90 days

Initial _____

	successful transaction	
Legal process (Litigation)	Rates as per existing tender document	Formal instruction to be given by SBM ito this tender



Initial_____

SECTION 4.4**DECLARATION OF WILLINGNESS TO ACCEPT THE PROPOSED
TARIFF OF FEES**

Hereby I _____ in my capacity as
 _____ for the contractor,
 _____ (company name) accepts the
 Saldanha Bay Municipality tariff guideline in respect of magistrates court litigious matters
 (excluding collections / bulk matters) high court litigious matters, certain non-litigious matters and
 conveyancing for the appointment of a panel of attorney / legal firms to provide litigation and legal
 advisory services to Saldanha Bay Municipality for the period 01 July 2022 to 30 June 2025.

Company Name: _____

Tel nr: _____

Fax nr: _____

Email: _____

I further declare that I accept all terms and conditions as stipulated in the above.

 Signature

 Date

Initial _____

SECTION 4.5**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 2017;
 - 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

Initial_____

MBD 7.2

CONTRACT FORM - RENDERING OF SERVICES

PART 2 (TO BE FILLED IN BY THE PURCHASER)

1. I..... in my capacity
as.....
accept your bid under reference numberdated.....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)

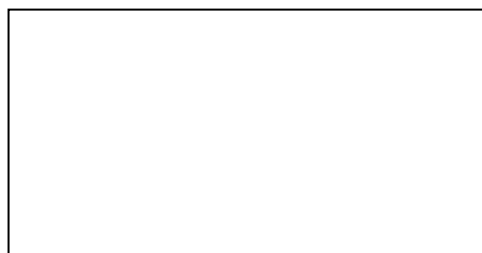
4. I confirm that I am duly authorised to sign this contract.

SIGNED AT

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP



WITNESSES

1

....

2

Initial_____

SECTION 4.6**PRICE ADJUSTMENTS**

Bids shall remain valid and binding for a minimum of 90 days after the tender closure date and the validity extend automatically till the contract is signed if validity goes beyond the number of days indicated. The reason for this is to ensure that the tender is valid till appeals were considered, if received.

I accept and approve all of the above.

.....
SIGNATURE OF TENDERER

Failure to accept the automatic extension will render the bid non-responsive. Any bidder may at any time withdraw their bid in writing in which case the bid will not be further considered.

Initial_____

SECTION 4.7**OMMISSIONS, ALTERATIONS AND ADDITIONS**

Initial_____

SECTION 4.8

SCHEDULE OF VARIATIONS FROM SPECIAL CONDITIONS OF CONTRACT

(Please take note of the 2.5% deduction for Council payment for items as per Clause 1 in the “Special Conditions of Contract” document as well as the affirmation clause under the Price and Delivery Schedule.

Should your company **BE WILLING TO PROVIDE THE 2.5% deduction for payment within 30 days** as per the payment clause in the Conditions of Contract, then **complete the following**.

YES, my company **IS WILLING TO HAVE THE 2.5%** taken off of the payment of the items even though the 2.5% will not be taken into account in the adjudication of the tender.

Tenderer's signature for acceptance of the 2.5% discount
(Only if tenderer wishes to provide the 2.5% discount)

I accept and approve all of the above.

.....
SIGNATURE OF TENDERER



Initial_____

SECTION 4.9

E-TENDER DECLARATION

<u>It is compulsory to confirm "yes or no" on all line items</u>	<u>Comply Yes/NO</u>
The original document collected from the Municipality must be submitted or, If documents are printed from the e-tender website, the original, printed document must be submitted, clearly reflecting all writing and signatures in black ink. Copied documents where the writing and signatures is unclear and/or copied will render the tender non-responsive	
Print the tender document with a quality printer. If the wording is unclear, the document will be discarded	
Printed documents must be <u>binded securely</u> according to page numbers to prevent pages getting lost. Missing pages will render the tender non-responsive. <u>Do not</u> staple the pages together.	
The Price Schedule and All Annexures with compulsory attachments must be binded to the back of the document.	
No alterations of the document will be accepted. Any alterations will disqualify the tender.	
Print the <u>Tender document</u> on <u>both sides</u> to save paper and for standardisation.	

It is compulsory to comply and sign below if the tenderer agrees to the requirements above

I accept and approve all of the above.



.....
SIGNATURE OF TENDERER

Initial_____

SECTION 4.10**SUPPORTING DOCUMENTATION FROM TENDERER**

Please make sure that all relevant documentation is attached as set in document.



Initial_____