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SUBJECT: REQUEST FOR PROPOSALS FOR THE PLACEMENT ON THE MUNICIPAL PANEL OF ATTORNEYS FOR A PERIOD OF THIRTY- SIX (36) MONTHS

1. PURPOSE OF THE REPORT

The purpose is to invite all prospective, accredited and qualifying service providers for the handling of Umdoni Local Municipality Legal matters for a period of three (03) years. Umdoni Local Municipality shall appoint a Panel of Attorneys who shall be assigned matters as and when they so arise. NB: LEGAL COSTS: Costs will be in line with the existing rates as determined by the Law of South Africa (LSSA)

2. BACKGROUND

Umdoni Local Municipality commonly referred to as "the ULM" is an organ of state established by section 12 of the Local Government: Municipal Structure Act, Act 117 of 1998 (The Act). Section 217 of the Constitution of the Republic of South Africa provides that when an organ of state in the national, provincial or local sphere of government, or any other institution identified in national legislation, contracts for goods or services, it must do so in accordance with a system which is fair, equitable, transparent, competitive and cost-effective. In order for this objective to be realised, the Umdoni Local Municipality needs to consistently review its current pool of service providers and provide firms of attorneys with the opportunity to submit competitive proposals. The Accounting Officer of the Umdoni Local Municipality ('the MLM') is in terms of the Supply Chain Management Policy read with Treasury Regulations, mandated to establish a list of accredited prospective service providers for services that are required on a recurring basis, such as consultancy and /or professional services of which legal services is one such area.

3. SCOPE OF WORK/ACTIVITIES OR OUTCOMES

Providing legal opinion (oral or written) and appearing in Court, when a written instruction from the Legal services issued and in respect of the following areas of operation:

- 3.1 Administrative and Constitutional Law;
- 3.2 Debt Collection;
- 3.3 Forensic Investigations;
- 3.4 Legislative drafting (Policies and By-laws)
- 3.5 Property law and conveyancing related advices and transactions;
- 3.6 Spatial Planning and Land Use Management.

- 3.7 Providing advices in respect of labour matters and Alternative Dispute Resolution (appearing in the Labour Courts and related forums, where applicable);
- 3.8 Litigation;
- 3.9 Criminal and Civil law
- 3.10 Corporate and Commercial law

4. CATEGORIES OF SPECIALISATION

- 4.1 Administrative and Constitutional Law
- 4.2 Procurement and Contracts;
- 4.3 Litigation and Alternative Dispute Resolution;
- 4.4 Debt Collection
- 4.5 Policies and By-laws
- 4.6 Labour Law;
- 4.7 Criminal Law;
- 4.8 Civil law;
- 4.9 Forensic investigations;
- 4.10 Land (Town Planning), Property, Conveyancing; and
- 4.11 Any other area of law that the Municipality might require legal support in order to fulfil its constitutional and legislative mandate.

5. PROCUREMENT PROCESS

- 5.1 Only firms of attorneys who are on the panel of attorneys shall be instructed to render legal services to the Municipality.
- 5.2 The accounting officer as delegated by Council, and duly assisted by the Manager: Legal Services, shall determine a need to procure the services of an Attorney.
- 5.3 A firm of attorneys shall be appointed by the Accounting Officer of the Municipality, in a competitive, fair and equitable manner.
- 5.4 Before accepting an engagement, a firm of attorneys shall be required to report any conflict of interest that could impair their personnel's professional judgement or objectivity on a specific matter.
- 5.5 The firms shall be appointed on condition that the work is performed by the professionals specified in the proposal. If the specified should leave the firm, the Municipality and the firm may agree that the firm may substitute the professional with another professional of similar experience;
- 5.6 If a firm of attorneys is unable to retain the services of an attorney who left the firm on a part time basis or unable to substitute the attorney with another attorney to the satisfaction of the Municipality, the agreement between the firm and the Municipality shall be terminated.
- 5.7 All Fees for services rendered must be in line with the existing rates as determined in the Law of South Africa (LSSA) as amended from time to time, however fees in excess are not allowed and persons available to provide such services must be identified and their service provided.

- 5.8 Depending on the nature and complexity of the matter, the Municipality may elect not to appoint the firm of attorneys for a particular matter if no demonstrable experience to deal with certain matter has been provided by the firm at submission of the tender;
- 5.9 The complexity of a matter will be a determining factor for the rotation of the appointment of a Panel of Attorneys for handling of Umdoni Local Municipality Legal matters for a period of three (03) years and a rotation system shall apply.
- 5.10 All consultations in relation to legal matters, except where there are compelling reasons shall be held at the Municipality's offices alternatively electronically via Zoom or Microsoft teams, alternatively any other secure electronic virtual platform. Where consultations and/or meetings are not possible to be convened and where a 24hrs Notice was served by either party, no fee is due for services not rendered.

6. MANAGEMENT AND MONITORING OF LAW FIRMS

- 6.1 A firm of attorneys appointed to assist the Municipality must report on a bi-quarterly basis and/or when the need arises to, liaise with the Accounting Officer or delegated official, which is the General Manager: Corporate Services and Manager: Legal & Estates or any other delegated official in the same capacity thereof.
- 6.2 Attorneys appointed to render services must document and provide evidence of work done when submitting itemised invoices for payment, which includes court papers, correspondences, working papers, methods used, the analysis, basic facts, data and information collected, assumptions adopted (if any), conclusions formed, and other related matters.
- 6.3 The documentary evidence of work done may not be discussed or made available to any other parties without the prior written approval from the Accounting Officer and all information exchanged between the parties remains privileged as information between an attorney and his or her client.

7. PROPOSAL:

Arising from the above, the municipality is inviting legal firms, familiar with the municipal environment, in particular, and who have sufficient work experience, staff and qualifications to deliver timeously on the mandates given, from whom a selection of service providers shall be made, to submit proposals in regard to their areas of specialisation as indicated above. The legal firms are required to provide a business proposal with clear recommendations and actions, which shall demonstrate:

- 7.1 The entity's equity(shareholding) or ownership
- 7.2 Knowledge of municipal legislation and prescripts as well as experience in relevant legislation of other spheres of government.
- 7.3 The methodology and process to be followed, and which is expected to best respond to the requirements.
- 7.4 experience, quality and provision of best advantage from a competitiveness perspective and timeous delivery to the municipality.
- 7.5 ability to fulfil its obligations in terms of prospective instructions, that is, that the firm can demonstrate that it possesses the necessary professional qualifications, professional and

technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience, reputation, personnel to perform the work.

8. GENERAL CONDITIONS

The municipality requires prospective, accredited and qualifying panel of Attorneys for the handling of Umdoni Local Municipality Legal matters for a period of three (03) years. This shall be done on a rotation basis on each specialised area as and when the need for the services arises. These are the conditions which must be met by each prospective service provider;

- 8.1 The prospective service provider must be a registered practitioner in terms of the Legal Practice Act 28 of 2014, and the registration certificate, the certificate of good standing (not older than 3 (three) months from the date of submission) and relevant Fidelity Fund certificates must be attached to the bid documents;
- 8.2 The prospective bidder must have a right of appearance in the High Court as envisaged in terms of Section 4 (2) of Act 62 of 1995;
- 8.3 Firms, once selected, may not act against the municipality except only with prior authorisation by the municipality's Accounting Officer, which authorization should not be unreasonably withheld;
- 8.4 In case of Conveyancers, confirmation from Deeds Registry that all Deeds Office fees are fully paid and proof of registration as Conveyancer must be submitted;
- 8.5 Neither joint ventures nor consortia shall be allowed, unless the purpose is to be considered only for special projects such as forensic investigations and other similar work.

9. ACCEPTANCE OF OFFER

Offers will only be accepted if:

- 9.1) the firm is registered and in good standing with the South African Revenue Service (SARS) and has submitted evidence in the form of a Tax Compliance Status Pin issued by SARS;
- 9.2) the firm or any of its directors, partners or associates are not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector;
- 9.3) The firm has not:
 - I. abused the municipality's Supply Chain Management System (i.e. no dishonesty or fraudulent activities); or
 - II. failed to pay municipal rates and taxes or service charges and such rates, taxes and charges are in arrears;
 - III. failed to perform on any previous instruction and has been given a written notice of this effect; subject to receipt of documentary evidence to the contrary.
- 9.4) the firm has no conflicts of interest which may impact on the firm's ability to perform instruction in the best interests of the municipality or potentially compromise instructions.

10. TEST OF RESPONSIVENESS

The municipality shall determine, after opening and before detailed evaluation, whether each offer received:

- 10.1) complies with the requirements of these Conditions of Invitation,
- 10.2) has been properly and fully completed with non-erasable ink and signed, and
- 10.3) is responsive to the other requirements of the terms of reference.

A responsive offer is one that conforms to all the terms, conditions, and specifications of this Invitation document. It is the bidder's responsibility to ensure that its offer is clear and concise, further, does not give rise to ambiguity.

11. APPOINTMENT:

Appointment of a Panel of Attorneys for handling of Umdoni Local Municipality Legal matters for a period of three (03) years.

12. SERVICE LEVEL AGREEMENT

The successful proposals will be expected to enter into a service level agreement with the Umdoni Local Municipality. The service level agreement will include, amongst others, the following

- 12.1 Period of agreement;
- 12.2 Charges;
- 12.3 Method of communication and reporting;
- 12.4 Non-performance and penalties;
- 12.5 Financial penalties and termination of contract;
- 12.6 Procedures relating to payments;
- 12.7 Procedures relating to management reports;
- 12.8 Terms of deliverables;
- 12.9 Forms and formats of working papers;
- 12.10 Reviews;
- 12.11 Uncompleted work;
- 12.12 Confidentiality; and
- 12.13 Disputes.

13. DUTY OF CARE AND EXERCISE OF AUTHORITY:

The service providers shall exercise reasonable skill, care and diligence in the performance of their mandate.

14. STATUTORY OBLIGATIONS, NOTICES, FEES AND CHARGES:

The service providers shall carry out their obligations so as to comply with all relevant laws and regulations and by-laws and shall give all notices required by any relevant authority, which may be

required in relation to any matter arising out of the Agreement. The service provider shall be responsible for payment of all costs, taxes, duties, levies and charges arising out of compliance with such laws and regulations. The service providers will be liable for, and shall indemnify the Client against, any claim arising out of the service provider's non-compliance with any laws and regulations applicable to the execution of this assignment.

15. INSURANCE FOR LIABILITY AND INDEMNITY:

The service provider shall arrange and keep in force professional indemnity insurance cover in respect of the services provided under this Agreement.

16. ASSIGNMENT/CESSION:

Neither the Client nor the service provider shall, without the written consent of the other, assign the Contract or any part thereof or any obligation under the Contract or cede any right or benefit thereunder.

17. CONFLICT OF INTEREST, CORRUPTION AND FRAUD:

Notwithstanding any penalties that may be enforced against the service providers under South African Law, the Client will be entitled to terminate the Agreement if it is shown that the service provider is guilty of:

17.1 Offering, giving, receiving or soliciting anything of value with a view to influencing the behaviour or action of anyone, whether a public official or otherwise, directly or indirectly in the selection process or in the conduct of the Agreement; or

17.2 mis-representation of facts in order to influence a selection process or the execution of a contract to the detriment of the Client, including the use of collusive practices intended to stifle or reduce the benefits of free and open competition.

18. CONFIDENTIALITY:

Unless otherwise provided for the parties warrant that each party thereof shall keep confidential all matters relating to the Project, and that the parties, their employees, agents and servants shall not divulge or disclose to any organisation or any person any information, data, documents, secrets, dealings, transactions or affairs relating to or incidental to the Project. The obligation of confidentiality shall not apply to the following: -

18.1 any matter generally available in the public domain;

18.2 any disclosure which may reasonably be required for the performance of that party's obligations under the Agreement;

18.3 disclosure of information which is required by statute, regulation or any other law;

19. SETTLEMENT OF DISPUTES:

The parties shall seek to resolve in good faith any dispute or difference arising between them in respect of any matter connected with this Agreement and may not initiate any further proceedings until either party has, by written notice to the other, declared that such negotiations have failed.

20. COPYRIGHTS:

The service providers shall, and does, by the submission of a proposal, warrant that all sources of data and information provided have been obtained through legal means, and that where any material is used from outside sources, the written consent of all copyright holders has been obtained. The service providers, by the submission of a proposal, acknowledge and agree that the report, all associated documents and references become the copyright property of the Umdoni Local Municipality and that no data contained in the report (or presentations) may be reproduced in part or whole without the prior written permission of the Umdoni Local Municipality's Accounting Officer. In cases where a fee is levied, the Umdoni Local Municipality may allow the use of such copyright material, provided that it will retain copyright of the data or information and in return for a commercial charge.

21. USE OF MUNICIPAL SOURCES:

The service providers shall be entitled to obtain reasonable information from sources determined by the Umdoni Local Municipality. The Umdoni Local Municipality shall provide reasonable information within such time frames as the Accounting Officer or delegated official may in his/ her discretion determine. The Umdoni Local Municipality shall not be liable for any additional costs sustained or incurred by a service provider arising from any delay in the provision of such information.

22. COMPLIANCE WITH ALL LEGISLATION:

The service providers shall submit proof from the South African Revenue Services, the relevant District and Local Municipality that all taxes, levies and service charges are paid up to date.

No.	Criteria	Evidence Required	Weighting	Score
1	References from three other municipalities stating attorneys' performance and/or confirming relationship regarding general legal practice, litigation, provision of legal opinions	Letters of reference 0 reference letters 1 – 2 3 and above	0 3 5	
2	Evidence of: ➤ Administrative and Constitutional law ➤ Litigation: Civil or Criminal ➤ Alternative Dispute Resolution ➤ Law of Contract, ➤ Procurement law and regulations ➤ Labour Law, ➤ National Building Regulations ➤ Collections (debt collection and recovery) ➤ Forensic Investigations ➤ Property law encompassing but not limited to Conveyancing, Spatial Planning and Land Use Management and Property Rates law. ➤ Drafting of policies and or By- laws within a municipal environment. ➤ Commercial/ Corporate law	Letter of instruction and acknowledgement of receipt of final product (i.e. agreement, report/policy/by-law etc.) 0 submissions 1 – 2 3 – 4 5 or more	0 5 10 15	
3	Original Affidavit duly commissioned by Commissioner of Oaths not from the same law firm; confirming that: The partners, directors and attorneys do not have any of the following convictions: ➤ No adverse criminal convictions; ➤ No adverse professional convictions; ➤ No adverse civil convictions;	Duly commissioned original affidavit No affidavit Affidavit not signed and commissioned	5 0 0	

4	Evidence of successful litigation/alternate dispute resolution in dealing with law fields below: ➤ Administrative and Constitutional law ➤ Law of Contract, ➤ Procurement law and regulations ➤ Labour Law, ➤ National Building Regulations ➤ Collections (debt collection and recovery) ➤ Property rates collections ➤ Property law encompassing but not limited to Spatial Planning and Land Use Management ➤ Commercial/ Corporate law	Letter of instruction together with judgement/ ruling/ award in favour of client. 0 submission 1 – 2 3 – 4 5 – 6 7 onwards	0 5 10 15 20	
5	Evidence of Interpretation of laws provided to Public Sector organizations relating to fields of law as mentioned below: ➤ Administrative and Constitutional law ➤ Litigation: Civil or Criminal ➤ Alternative Dispute Resolution ➤ Law of Contract, ➤ Procurement law and regulations ➤ Labour Law, ➤ National Building Regulations ➤ Collections (debt collection and recovery) ➤ Forensic Investigations ➤ Property law encompassing but not limited to Conveyancing, Spatial Planning and Land Use Management and Property Rates law. ➤ Drafting of policies and or By- laws within a municipal environment. ➤ Commercial/ Corporate law	Copy of Appointment letter, Interpretation memo/document/ opinion submitted to Client and acknowledgment of receipt thereof 0 – 2 3 – 4 5 – 6 7 - onwards	0 5 10 20	

No.	Criteria	Evidence Required	Weight	Score
6.	Period practicing as an attorney	Certified copy of proof of Affiliation with recognised body (legal Practice Council) 0 – 6 years 7 years and over	5 15	
7.	Evidence of conveyancing and general property transactional advise including Town Planning provided to clients where applicable	Letter of instruction for conveyancing and/or property		

		transactional advice together with opinion/ proof of property transfer		
		0 – 2	0	
		3 – 4	5	
		5 – 6	10	
		7 - onwards	20	

PRICING SCHEDULE

YEAR 1

Please indicate rates for Magistrate and High Court Litigation where applicable.

'M' – Magistrate Court

'H' – High Court

PRICING SCHEDULE UGU -	DESCRIPTION (where applicable)	PRINCIPAL RATE	PROFESSIONAL ASSISTANT RATE	CANDIDATE ATTORNEY RATE
CONSULTATION				
PERUSAL OF PAPERS, E-MAILS AND LETTERS				
AGREEMENT DRAFTING				
AGREEMENT VETTING				
POLICY AND DRAFTING OF BY-LAWS				
TRANSACTIONAL ADVICE				
OPINION AND ADVICE				
CONVEYANCING ACTIVITIES				
PRESENTATION AT MUNICIPAL FORUMS				
TRAVEL CLAIM RATE				
MAKING OF TELEPHONE CALLS				
RECEIVING OF TELEPHONE CALLS				
RECEIVING AND PERUSING EMAIL/ LETTERS OR FACSIMILE TRANSMISSION				
DRAFTING OF COMMUNIQUE TO CLIENT				
COPIES PER PAGE				

YEAR 2

Please indicate rates for Magistrate and High Court Litigation where applicable.

'M' – Magistrate Court

'H' – High Court

PRICING SCHEDULE UGU-	DESCRIPTION (where applicable)	PRINCIPAL RATE	PROFESSIONAL ASSISTANT RATE	CANDIDATE ATTORNEY RATE
CONSULTATION				
PERUSAL OF PAPERS				
AGREEMENT DRAFTING				
AGREEMENT VETTING				
POLICY AND BY- LAW DRAFTING				
TRANSACTIONAL ADVICE				
OPINION AND ADVICE				
CONVEYANCING ACTIVITIES				
PRESENTATION AT MUNICIPAL FORUMS				
TRAVEL CLAIM RATE				
MAKING OF TELEPHONE CALLS				
RECEIVING OF TELEPHONE CALLS				
RECEIVING AND PERUSING EMAIL OR FACSIMILE TRANSMISSION				
DRAFTING OF COMMUNIQUE TO CLIENT				
COPIES PER PAGE				

YEAR 3

Please indicate rates for Magistrate and High Court Litigation where applicable.

'M' – Magistrate Court

'H' – High Court

PRICING SCHEDULE UGU	DESCRIPTION (where applicable)	PRINCIPAL RATE	PROFFESIONAL ASSITANT RATE	CANDIDATE ATTORNEY RATE
CONSULTATION				
PERUSAL OF PAPERS				
CONTRACT DRAFTING				
CONTRACT VETTING				
POLICY DRAFTING				
TRANSACTIONAL ADVICE				
OPINION AND ADVICE				
CONVEYANCING ACTIVITIES				
PRESENTATION AT MUNICIPAL FORUMS				
TRAVEL CLAIM RATE				
MAKING OF TELEPHONE CALLS				
RECEIVING OF TELEPHONE CALLS				
RECEIVING AND PERUSING EMAIL OR FACSIMILE TRANSMISSION				
DRAFTING OF COMMUNIQUE TO CLIENT				
COPIES PER PAGE				