

MUNISIPALITEIT DAWID KRUIPER MUNICIPALITY



TN032/2024

**ESTABLISHMENT OF A PANEL OF LEGAL PRACTITIONERS
(ATTORNEYS AND ADVOCATES) FOR A PERIOD OF THIRTY-SIX
(36) MONTHS**

Name of bidder	
Contact details	Telephone Number: Cellphone Number:
Email address	
CSD Registration Nr	MAAA
Locality (where the business is located)	
TOTAL BID AMOUNT:	R (Inclusive of VAT)

DAWID KRUIPER MUNICIPALITY

**COMPILATION OF A GRAP & MSCOA COMPLIANT IMMOVABLE ASSET
REGISTER**

	CONTENTS	PAGE
A	General Conditions of Contract	3 - 17
B	Specifications	18 – 20
C	Form of Quotation	21
D	Summary of items and quoted prices	22
E	Forms	23 – 40
F	Annexures	41

DAWID KRUIPER MUNICIPALITY

Republic of South Africa



DAWID KRUIPER MUNICIPALITY PROCUREMENT:

GENERAL CONDITIONS OF CONTRACT

ESTABLISHMENT OF A PANEL OF LEGAL PRACTITIONERS

(ATTORNEYS AND ADVOCATES) FOR A PERIOD OF THIRTY-SIX (36)

MONTHS

DAWID KRUIPER MUNICIPALITY**SECTION "A"****GENERAL CONDITIONS OF QUOTATION****TABLE OF CLAUSES**

1. Definitions
2. Application
3. General
4. Standards
5. Use of contract documents and information inspection
6. Patent Rights
7. Performance security
8. Inspections, tests and analyses
9. Packing
10. Delivery and documents
11. Insurance
12. Transportation
13. Incidental Services
14. Spare parts
15. Warranty
16. Payment
17. Prices
18. Variation orders
19. Assignment
20. Subcontracts
21. Delays in the supplier's performance
22. Penalties
23. Termination for default
24. Anti-dumping and countervailing duties and rights
25. Force Majeure
26. Termination for insolvency
27. Settlement of Disputes
28. Limitation of Liability
29. Governing language
30. Applicable law
31. Notices
32. Taxes and duties
33. Transfer of contracts
34. Amendments of contracts

GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT**Dawid Kruiper: Republic of South Africa****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 anything of value to influence the action of a public official in the procurement process or in contract execution.
 - 1.5 “Countervailing duties” are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
 - 1.6 “Country of origin” means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
 - 1.7 “Day” means calendar day.
 - 1.8 “Delivery” means delivery in compliance of the conditions of the contract or order.

- 1.9 “Delivery ex stock” means immediate delivery directly from stock actually on hand.
- 1.10 “Delivery into consignees store or to his site” means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the goods 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.

GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

Dawid Kruiper: Republic of South Africa

- 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.
- 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 goods 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.

GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

Dawid Kruiper: Republic of South Africa

- 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 “Supplier” means the successful bidder who is awarded the contract to maintain and administer the required and specified service(s) to the State.
- 1.26 “Tort” means in breach of contract.
- 1.27 “Turnkey” means a procurement process where one service provider assumes total responsibility for all aspects of the project and delivers the full end product / service required by the contract.
- 1.28 “Written” or “in writing” means hand-written in ink or any form of electronic or mechanical writing.
- 1.29 “Legal practitioner” has the same meaning provided in the Legal Practice Act.
- 1.30 “Briefing Pattern Ratio” means the briefing ratio as approved by the briefing policy of the DoJCD
- 1.31 “Listing” means a process where a Legal Practitioner applies to be listed on a panel of legal practitioners to receive instructions from Dawid Kruiper Municipality.
- 1.32 “Years Experience” means practical experience in the specialized law services/fields applying for.

2. Application

- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services (excluding professional services related to the building and construction industry), sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.

- | | | |
|---|-----|---|
| | 2.2 | Where applicable, special conditions of contract are also laid down to cover specific goods, services or works. |
| | 2.3 | Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply. |
| 3. General | 3.1 | Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged. |
| | 3.2 | Invitations to bid are usually published in locally distributed news media and on Dawid Kruiper municipality's website. |
| 4. Standards | 4.1 | The goods supplied shall conform to the standards mentioned in the bidding documents and specifications. |
| 5. Use of contract documents and information inspection | 5.1 | The 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. |

GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

Dawid Kruiper: Republic of South Africa

- | | | |
|--|-----|---|
| | 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.
- 6.2 When a supplier developed documentation / projects for Dawid Kruiper municipality, the intellectual, copy and patent rights or ownership of such documents or projects will vest in Dawid Kruiper municipality.
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.
- 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.

GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

Dawid Kruiper: Republic of South Africa

- | | | |
|------------------------------------|-----|---|
| 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 goods to be produced or services to be rendered should at any stage be subject to inspections, tests and analyses, the bidder or contractor's premises shall be open, at all reasonable hours, for inspection by a representative of the purchaser or organization acting on behalf of the purchaser. |
| | 8.3 | If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned. |
| | 8.4 | If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the goods 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 goods or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such goods or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier. |
| | 8.6 | Goods 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 goods may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected goods 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 goods, which do comply with the requirements of the contract. Failing such removal the rejected |

goods shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute goods forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected goods, purchase such goods as may be necessary at the expense of the supplier.

- 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 22 of GCC.

GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

Dawid Kruiper: Republic of South Africa

- | | |
|----------------------------|--|
| 9. Packing | <p>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 weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.</p> <p>9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, and in any subsequent instructions ordered by the purchaser.</p> |
| 10. Delivery and Documents | <p>10.1 Delivery of the goods and arrangements for shipping and clearance obligations, shall be made by the supplier in accordance with the terms specified in the contract.</p> |
| 11. Insurance | <p>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.</p> |
| 12. Transportation | <p>12.1 Should a price other than an all-inclusive delivered price be required, this shall be specified</p> |
| 13. Incidental Services | <p>13.1 The supplier may be required to provide any or all of the following services, including additional services, if any:</p> <ul style="list-style-type: none"> (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods; (b) furnishing of tools required for assembly and/or maintenance of the supplied goods; (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods; (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not |

relieve the supplier of any warranty obligations under this contract; and

- (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.

GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

Dawid Kruiper: Republic of South Africa

- | | |
|-----------------|--|
| 14. Spare parts | <p>14.1 As specified, 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:</p> <ul style="list-style-type: none"> (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: <ul style="list-style-type: none"> (i) advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested |
| 15. Warranty | <p>15.1 The 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.</p> |

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

GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

Dawid Kruiper: Republic of South Africa

16. Payment
- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified.
- 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.

- | | | |
|--|------|--|
| 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 or in the purchaser's request for bid validity extension, as the case may be. |
| 18. Variation

Orders | 18.1 | In cases where the estimated value of the envisaged changes in purchase does not vary more than 15% of the total value of the original contract, the contractor may be instructed to deliver the goods or render the services as such. In cases of measurable quantities, the contractor may be approached to reduce the unit price, and such offers may be accepted provided that there is no escalation in price. |
| 19. 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 this 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. |

GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

Dawid Kruiper: Republic of South Africa

- 21.3 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the goods are required, or the supplier's services are not readily available.
- 21.4 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 22.2 without the application of penalties.
- 21.5 Upon any delay beyond the delivery period in the case of a goods contract, the purchaser shall, without cancelling the contract, be entitled to purchase goods 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.

GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

Dawid Kruiper: Republic of South Africa

- 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.
- 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 supplier as having no objection and proceed with the restriction.
- 23.5. Any restriction imposed on any person by the purchaser will, at the discretion of the purchaser, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the purchaser actively associated.
- 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 Daulters. 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

GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

Dawid Kruiper: Republic of South Africa

- | | | |
|---|------|--|
| 24. Antidumping
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, Dawid Kruiper Municipality 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 supplier to the purchaser or the purchaser may deduct such amounts from moneys (if any) which may otherwise be due to the supplier in regard to goods 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. 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 | Notwithstanding any reference to mediation and/or court proceedings herein,
<div style="margin-left: 40px;"> (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 for goods delivered and / or services rendered according to the prescripts of the contract. </div> |

GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

Dawid Kruiper: Republic of South Africa

- | | | |
|--------------------------------|------|---|
| 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.
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.
	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 SARS must have certified that the tax matters of the preferred bidder are in order.
- 32.4 No contract shall be concluded with any bidder whose municipal rates and taxes and municipal services charges are in arrears.

GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

Dawid Kruiper: Republic of South Africa

- | | | |
|--|------|--|
| 33. Transfer of contracts | 33.1 | The contractor shall not abandon, transfer, cede assign or sublet a contract or part thereof without the written permission of the purchaser |
| 34. Amendment of contracts | 34.1 | No agreement to amend or vary a contract or order or the conditions, stipulations or provisions thereof shall be valid and of any force unless such agreement to amend or vary is entered into in writing and signed by the contracting parties. Any waiver of the requirement that the agreement to amend or vary shall be in writing, shall also be in writing. |
| 35. Prohibition of restrictive practices | 35.1 | 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. |
| | 35.2 | 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 section 59 of the Competition Act No 89 Of 1998. |
| | 35.3 | 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.

GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

DAWID KRUIPER MUNICIPALITY

SPECIFICATION

1. SCOPE OF BID

This bid is to establish a panel of Legal Practitioners (Attorneys and Advocates) to assist the Dawid Kruiper Municipality with a panel for legal services for a period of thirty-six (36) months.

2. CLOSING DATE

- 2.1. Sealed bids clearly marked “ : **ESTABLISHMENT OF A PANEL OF LEGAL PRACTITIONERS (ATTORNEYS AND ADVOCATES) FOR A PERIOD OF 36 MONTHS**” must be placed in the Municipal tender Box **before or at 14:00 on Friday, 31 January 2025** and will be opened directly thereafter in the Councillor Chambers at the Municipal Offices.

3. GENERAL REQUIREMENTS

- 3.1. This bid document as a whole, without any alteration, modification, deletion, editing or formatting of the documents content, must be completed and returned no later than the closing date and time to be evaluated. Any incomplete, altered, modified, edited or formatted document will not be considered.
- 3.2. The lowest or only bid will not necessarily be accepted.
- 3.3. Bids per fax or E- mail will also not be considered, only the original signed document will be accepted.
- 3.4. The following forms, Summary of items and bid price, MBD 1, MBD 4, **MBD 5**, MBD 6.1, **MDB 7.2**, MBD 8 and MBD 9, must be completed.
- 3.5. Bids will be evaluated in accordance with the applicable Preferential Point Scoring System as set out in the Councils Supply Chain Management Policy.
- 3.6. Bidders must be registered at National Treasury’s Central Suppliers Data Base (CSD) and proof must be submitted.
- 3.7. A copy of the tax clearance certificate issued and/or the document issued by SARS indicating the tax clearance PIN. Please note that it is the responsibility of the supplier to ensure that all tax related matters are in order daily.

4. COMPULSORY DOCUMENTATION

These documents must be attached to the bid form. Bids not containing these documents will be deemed as Non-Responsive

4.1 A copy of the Municipal account not older than 3 months and not in arrears for more than 90 days, on date of submission.

4.2 If the bidder is not liable for levies for municipal services, a Sworn Affidavit indicating reasons as to why a municipal account cannot be submitted and/or a valid lease agreement.

5. BID PRICING

5.1. Bidders are required to quote prices according to the price schedules and specifications.

5.2. Price(s) quoted must be valid for at least 120 (one-hundred-and-twenty) days from bid closing date

5.3. Price(s) quoted must be firm and must be inclusive of VAT.

5.4. All prices must include delivery cost, accommodation and travel cost.

6. METHOD OF DELIVERY AND ADDRESS

Goods and services must be delivered as a whole.

Delivery must be made to

Dawid Kruiper Municipality
Head Office building
Mutual Street
Uppington
Northern Cape

7. LEGISLATIVE AND REGULATORY FRAMEWORK

7.1. This bid and all contracts emanating here from will be subject to General Conditions of Contract (GCC) issued in accordance with Treasury Regulation 16A published in terms of the Public Finance Management Act, 1999 (Act 1 of 1999) (PFMA) as well as the Preferential Procurement Policy Framework Act, 2000 (PPPFA) with its associated Regulations. The MFMA is also applicable on this tender.

7.2. The Special Conditions of Contract (SCC) supplement the GCC. However, when the SCC is in conflict with the GCC, the provisions of the SCC will prevail.

7.3. This bid is subject to but not limited to the following: 2.3.1 Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000) and its associated Regulations.

7.4. Legal Practice Act, 2014 (Act No. 28 of 2014).

7.5. Cost Containment Regulations and Policy

7.6. Travel and Subsistence Policy

8. BID DOCUMENT CHECKLIST AND RETURNABLE

Table 1:

#	Document Name	Included in the published bid document	To be returned by the bidder	Bidder may tick "Yes"
PHASE 1: ADMINISTRATIVE AND LEGISLATION REQUIREMENTS				
1.	MBD 1: Invitation to Bid	Yes	Yes	
2.	Proof of authority must be submitted as per MBD 1 e.g. company resolution for the capacity under which this bid is signed	No	Yes	
3.	MBD 4: Declaration of Interest	Yes	Yes	
4.	MBD 5: Declaration for procurement above R 10 million	Yes	Yes	
5.	MBD 6.1: Preference Points Claim Form in Terms of the Preferential Procurement Regulation	Yes	Yes	
6.	MBD 7.2: Contract form for Rendering of Services	Yes	Yes	
7.	MBD 8: Declaration of Bidders	Yes	Yes	
8.	MBD 9: Past SCM Practices Certification of independent Bid Declaration	Yes	Yes	
9.	Full Updated CSD report (not summarized)	No	Yes	
PHASE 2: MANDATORY REQUIREMENTS				
10.	Submission of Admission Certificates (Court Order)	No	Yes	
11.	Valid Certificate of Good Standing from the South African Legal Practice Council	No	Yes	
12.	Valid Fidelity Fund Certificate as per Section	No	Yes	

13.	87 and 34(2)(b) of the Legal Practice Act Proof of completion of the Practice Management course OR Proof of full exemption from the relevant Law Society	No	Yes
14.	Annexure A (Compliance Checklist – Must be fully completed)	Yes	Yes
15.	Annexure B (Curriculum Vitae – Must be fully completed)	Yes	Yes
16.	Annexure C (Tariff Fees Structure Declaration of Acceptance)	Yes	Yes

PHASE 3: TECHNICAL REQUIREMENTS

Relevant practical experience of Attorneys and Advocates:

17.	Senior Attorney and Advocate: more than 3 years' practical experience in high court litigation with the judgement of 3 finalized trial or opposed motion court matters (Case number will serve as proof) – Practical experience and judgments must be in the specialized law services/fields applying for.	No	Yes
-----	---	----	-----

AND

Junior Attorney and Advocate:

0-3 years' practical experience in non-litigious matters in the specialized law services/fields applying for.

OTHER DOCUMENTS REQUIRED

Relevant practical experience of Attorneys and Advocates:

18.	Copies of ID Documents of all Legal Practitioners	No	Yes
19.	Copies of academic and professional qualifications of all Legal Practitioners	No	Yes
20.	CIPC Company Registration Documents	No	Yes
21.	Annexure D (Company Profile – Must be fully Completed	Ye	Yes
22.	Initial each page of the tender document	Yes	Yes

NB! Bidders are requested to utilize the attached Annexures A to D templates only. Any other template will not be accepted.

9. TERMS OF REFERENCE

9.1 SPECIALISED LAW SERVICES / FIELDS

9.1.1 Dawid Kruiper Municipality requires legal services but not limited to the fields of law provided in the table below.

Table 2:

#	FIELD OF LAW
1.	Tax Law; Customs & Excise Law
2.	Corporate Law, Business Commercial Law; Company Law and Banking Law
3.	Constitutional Law; Administrative Law and Public Procurement Law
4.	ICT Law; Intellectual Property Law; Competition Law
5.	Aerospace; Maritime Law
6.	Property Law, Liquidations, and Insolvency Law
7.	Labour Law; Class Actions; Pensions Law
8.	Water rights; Energy Law; Mineral Law; Environmental Law
9.	Transportation; Construction Law
10.	Medical Law; Medico; Sports Law

11. Criminal Litigation, Civil Litigation; Family Law; Immigration Law
12. Public International Law; Private International Law; Telecommunication Law
13. Conveyancing and Notary Admission
14. General Law
15. General Legal Services

10. EVALUATION CRITERIA

10.1 The details of the evaluation phases are outlined below:

Table 3: Evaluation Criteria

Phase 1	Phase 2	Phase 3
Administrative Evaluation	Mandatory Evaluation	Technical Compliance Evaluation
Compliance with legislative and other bid requirements	Compliance with mandatory requirements	Compliance with requirements relating to the experience of Senior and Junior Attorneys and Advocates

11. PHASE 1: ADMINISTRATIVE EVALUATION

- 11.1 All standard bidding documents as listed above in Table 1 must be completed in full, signed and submitted together with the bid at the closing date and time of the bid.
- 11.2 The following Standard Bidding Documents must be submitted with the Bid:
- 11.2.1 MBD 1 – Invitation to Bid
 - 11.2.2 Proof of authority must be submitted as per MBD 1 e.g. company resolution for the capacity under which this bid is signed.
 - 11.2.3 MBD 4 - Declaration of Interest.
 - 11.2.4 MBD 5 - Declaration for procurement above R 10 million
 - 11.2.5 MBD 6.1 - Preference Points Claim Form in Terms of the Preferential Procurement Regulation.
 - 11.2.6 MBD 7.2 - Contract form for Rendering of Services.
 - 11.2.7 MBD 8 - Declaration of Bidders
 - 11.2.8 MBD 9 - Past SCM Practices Certification of independent Bid Declaration

12. PHASE 2: MANDATORY REQUIREMENTS

- 12.1 During this phase, the proposals received from Legal Practitioners (whether practicing on your own account or through a commercial juristic entity) will be evaluated on functionality and must submit the following information:
- 12.2 Legal practitioners must submit all required documents indicated together with the bid. **Failure to comply with mandatory requirements will invalidate the bid and will be disqualified.**
- 12.3 Legal practitioners are requested to utilize the attached **Annexures A to D** templates only. No other templates will be accepted.
- 12.4 The following documents **MUST** be submitted together with the Bid:
- 12.4.1 **Admission Certificates (Court Orders)**

- a) All legal practitioners must submit their Admission Certificates (Court Order).
- b) For Commercial Juristic Entities, submit their Admission Certificates (Court Orders) of all equity partners / shareholders / directors of the entity and all attorneys and advocates employed that are proposed to the panel.

12.4.2 Valid Certificate of Good Standing:

- a) All legal practitioners must submit their valid Certificate of Good Standing issued by the South African Legal Practice Council.
- b) For Commercial Juristic Entities, submit the valid Certificate of Good Standing of all equity partners / shareholders / directors of the entity.

12.4.3 Valid Fidelity Fund Certificate:

- a) All Legal Practitioners must submit their valid Fidelity Fund Certificate as provided for in Section 84 of the Legal Practice Act.
- b) All Legal Practitioners practising as either director / partners / sole practitioner, including Advocates practicing in terms of Section 34(2)(b) of the Legal Practice Act are required to be in possession of a valid Fidelity Fund Certificate.

12.4.4 Legal Management Course:

- a) All Legal Practitioners must submit the proof of completion of the Legal Practice Management course as provided for in Section 85 of the Legal Practice Act OR proof of full exemption from the relevant Law Society.

12.4.5 Annexure A: Compliance Checklist

- a) Submit completed Compliance Checklist (**Annexure A**).

12.4.6 Annexure B: Curriculum Vitae (CV) of Legal Practitioners

Submit completed CV (**Annexure B**) of all proposed Legal Practitioners.

12.4.7 Annexure C: Tariff Fees Structure Declaration of Acceptance

- a) Submit the signed Tariff Fees Structure Declaration of Acceptance (**Annexure C**).

13. PHASE 3: RELEVANT PRACTICAL EXPERIENCE OF ATTORNEYS AND ADVOCATES

- 13.1 The requirements in this phase will be used to assess the relevant experience of Legal Practitioners (Attorneys and Advocates) for the purpose of correct listing for Dawid Kruiper Municipality. The proposed legal practitioners who do not meet the minimum requirement will not be considered and will be disqualified.

- 13.1.1 **Senior Attorneys and Senior Advocates** must have more than 3 years' practical experience in high court litigation with the judgement of 3 finalized trial or opposed motion court matters (Case number will serve as proof) – Practical experience and judgments must be in the specialized law services / fields applying for.
- 13.1.2 **Junior Attorneys and Junior Advocates** must have at least 0 to 3 years' practical experience in non-litigious matters in the specialized law services/fields applying for.

GENERAL CONDITIONS OF TENDER

14. RIGHT OF LISTING

14.1 Dawid Kruiper reserves its following rights –

14.1.1 To list in part or in full.

14.1.2 Not to list any legal practitioner.

14.1.3 To request further additional information from any tenderer after the closing date.

14.1.4 Verify information and documentation of any tenderer / legal practitioner.

14.1.5 Not to accept any of the bids submitted.

14.1.6 To withdraw or amend any of the tender conditions by notice in writing to all tenderers prior to closing of the bid and post-award, and

14.1.7 If an incorrect listing has been made to remedy the matter in any lawful manner it may deem fit.

15. COUNTER CONDITIONS

15.1 The tenderers attention is drawn to the fact that amendments to any of the bid conditions or setting of counter conditions may result in the invalidation of such bids.

15.2 Dawid Kruiper Municipality reserves the right to change or supplement any information or to issue any addendum to this bid before the closing date and time. Dawid Kruiper Municipality and its officers, employees and advisors will not be liable in connection with either the exercise of or failure to exercise this right.

15.3 If Dawid Kruiper Municipality exercises its right to change or supplement information in terms of the above clause, it may seek amended bid documents from all tenderers.

16. SUBMISSION OF BIDS

- 16.1 Physical and hardcopy bid submission.
- 16.2 Tenderers are required to submit hard copies at Dawid Kruiper Municipal Head Offices via our tender box.
- 16.3 The hard copy of the bid response will serve as the legal bid document.
- 16.4 Tenderers attention is drawn to the sequential submission format as per the checklist in Table 1.
- 16.5. Bids must be submitted at the offices of Dawid Kruiper Municipal Head Offices via our tender box:
- 16.5.1 One (1) original hard copy; and
 - 16.5.2 One (1) USB/memory stick with all the documents as the original hard copy.
- 16.6 It is the responsibility of the bidder to ensure that **All** documents on the USB / memory stick submitted are the exact copy (replica) of the hard copy documents. Any discrepancies between the USB document and the original hard copy, the hard copy will take precedence. Bidders must ensure that the USB / memory stick is marked with the bidder's name.
- 16.7 A bid should be submitted in a sealed envelope or sealed suitable cover on which the name and address of the bidder, the bid number, and the closing date must be visible.

17. LATE BIDS

- 17.1 Bids received after the closing date and time at Dawid Kruiper's Head Office will **NOT** be accepted for consideration and where practical, be returned unopened to the tenderer.

18. COMMUNICATION AND CONFIDENTIALITY

- 18.1 The Accountant: Tenders (Martilee van Rooi) and Manager: Supply Chain Management (Michael Rooi) within the Supply Chain Management Unit may communicate with the tenderer where clarity is sought after the closing date and time of the bid and prior to the award of the transversal contract, or to extend the validity period of the bid, if necessary.
- 18.2 Any communication to any Dawid Kruiper official or a person acting in an advisory

capacity for Dawid Kruiper Municipality in respect of this bid between the closing date and the award of the bid by the tenderer is discouraged.

- 18.3 If a tenderer finds or reasonably believes it has found any discrepancy, ambiguity, error or inconsistency in this bid or any other information provided by Dawid Kruiper Municipality (other than minor clerical matters), the tenderer must promptly notify Dawid Kruiper Municipality in writing of such discrepancy, ambiguity, error or inconsistency to afford the Dawid Kruiper Municipality an opportunity to consider what corrective action is necessary (if any).
- 18.4 Any actual discrepancy, ambiguity, error or inconsistency in this bid or any other information provided by Dawid Kruiper Municipality will, if possible, be corrected and provided to all tenderers without attribution to the tenderer who provided the written notice.
- 18.5 All communication between a tenderer and the Dawid Kruiper's SCM office must be done in writing as per the Contact Details below.
- 18.6 No representations made by or on behalf of Dawid Kruiper Municipality in relation to this bid will be binding on Dawid Kruiper Municipality unless that representation is expressly incorporated into the contract ultimately entered between Dawid Kruiper Municipality and the successful tenderer or legal practitioner(s).

- 18.7 All persons obtaining or receiving this bid and any other information in connection with this bid, or the tendering process must keep the contents of the bid and other such information confidential, and not disclose or use the information except as required for the purpose of developing a response to this bid.

CONCLUSION OF CONTRACT

19. CONCLUSION OF CONTRACT

- 19.1 The contract between Dawid Kruiper Municipality and the Legal Practitioners collectively referred to as the Parties shall come into effect after the Legal Practitioners have been issued with an unconditional letter of acceptance of their bids and listed on the panel.

Once a legal practitioner has been listed on the panel, Dawid Kruiper Municipality may assign work to that legal practitioner as and when a need arises to represent the Municipality or conduct work on our behalf.

- 19.2 The following will form part of the contract documents between the Parties in as far as TN032/2024 is concerned:

- 19.2.1 Bid Documents
- 19.2.2 Letter of Appointment
- 19.2.3 Award Letters
- 19.2.4 Contract Circular and its Annexures
- 19.2.5 Acknowledgement letter

- 19.3 If there is any contradiction between the abovementioned documents, the special conditions of the contract shall take precedence.

20. TARIFF FEE'S STRUCTURE REQUIREMENTS

- 20.1 Dawid Kruiper Municipality issued tariffs, attached as **Annexure C. These tariffs** will be used as tariff fees to be paid for legal services. These tariffs will be reviewed on the anniversary of the contract and will increase with average CPI for the last 12 months.

- 20.2 No deviation will be allowed on the tariffs once adopted.

- 20.3 Where specific cases have travel and accommodation cost implications, these costs will be claimed in accordance with the governments cost containment measures,

Dawid Kruiper Municipality's Travel and Subsistence Policy and travel against rates prescribed by the SARS.

21. TAX COMPLIANCE REQUIREMENTS

- 21.1 It is a condition of this bid that the tax matters of the successful tenderers are in order, or that satisfactory arrangements have been made with the South African Revenue Service (SARS) to meet the bidder's tax obligations.
- 21.2 The Tax Compliance status requirements are also applicable to potential foreign bidders/individuals who wish to submit a bid.
- 21.3 Bidders are required to be registered on the Central Supplier Database (CSD) and the National Treasury shall verify the bidder's tax compliance status through the CSD or through SARS.
- 21.4 Where Consortia / Joint Ventures / Sub-Contractors are involved, each party must be registered on the CSD, and their tax compliance status will be verified through the CSD or through SARS.
- 21.5 Dawid Kruiper Municipality will not award a bid to any tenderer whose tax matters are not in order.
- 21.6 The successful tenderer(s) on the contract must ensure that their Tax Matters are in order during the entire contract period.

22. ALLOCATION OF WORK

- 22.1 Once a legal practitioner has been listed on the panel, Dawid Kruiper Municipality may assign work to that legal practitioner as and when a need arises to represent the Municipality or delivery a service on behalf of the Municipality. The allocation system uses a rotational system that takes the following formula and its elements into account when allocating work to legal practitioners:

Formula for points on number of cases

$$Pa = 45(1 - \underline{LPnc} - LPInc)$$

LPInc

Formula for points value of allocated work

$$Pa = 45(1 - \underline{LPv} - LP Iv)$$

LPIv

Specific Goals

Where:

Pa = Points for the number of cases
 LPnc = Legal Practitioner's number
 of cases previously allocated¹.
 LPInc = Legal practitioner with the
 lowest number of cases.

Where:

Pa = Points for the value of
 allocated work
 LPv = Legal Practitioner's value of
 work previously allocated²
 LPlv = Legal Practitioner with the
 lowest value of cases previously
 allocated.

Allocation of
 points will be
 done as per
 MBD 6.1

22.1.1 The points scored by a legal practitioner in respect of the Points for allocation of work due to a number of cases previously allocated will be added to Points for allocation of work due to the previous value of allocated work.

22.1.2 The legal practitioner with the highest points when adding **points on a number of cases** and **points on the value of allocated work** will be allocated the next work in that specialized law service / field.

1 Dawid Kruiper Municipality reserves the right to determine the period in which the number of cases previously allocated will be calculated from.

2 Dawid Kruiper Municipality reserves the right to determine the period in which the value of cases previously allocated will be calculated from.

22.2 The following elements will be considered when allocating work per allocation group:

22.2.1 Number of cases

22.2.1.1 The allocation systems balance the number of cases allocated to each legal practitioner to ensure that certain practitioners are not favoured by allocating more cases to them than others.

22.2.2 Value

22.2.2.1 The allocation system also factors the value element in the allocation of cases, this is to balance the ratio between the number of cases allocated to a legal practitioner and the value attached to those cases. (E.g., the system may allocate five cases worth R50 000 to one practitioner and two cases worth R50 000 to another practitioner to bring a balance between value and number of cases.)

23. ROLES AND RESPONSIBILITY

23.1 Contract Performance Management

23.1.1 The administration and facilitation of the panel is the responsibility of Dawid Kruiper Municipality together with the SCM Unit and all correspondence in this regard must be directed to: martilee.vanrooi@dkm.gov.za

23.1.2 Legal practitioners to the panel must advise the Accounting Officer of Dawid Kruiper Municipality, Legal Department and SCM Unit immediately when unforeseeable circumstances will adversely affect the execution of the contract. Full particulars of such circumstances as well as the period of delay must be furnished.

23.2 Contract Performance Management

23.2.1 Performance management of Legal Practitioners on the panel shall be the responsibility of the Legal Department.

24. CONDITIONS APPLICABLE TO APPOINTMENT

24.1 At the time of utilization / appointment for a specific legal matter, legal practitioners must disclose all cases against Dawid Kruiper Municipality that they are currently involved with and undertake not to use any information gained in this process to the detriment of the Municipality, or in any manner that may prejudice the Municipality.

24.2 The legal practitioner must provide Dawid Kruiper Municipality with monthly progress reports on all matters received from Dawid Kruiper Municipality or as and when required by Dawid Kruiper Municipality.

24.3 When cases have been postponed at the request of the legal practitioner acting on behalf of the Municipality owing to non-compliance with any procedural requirements, the legal practitioner who was proven negligent in this regard will bear the costs of postponement, and this amount will not be recovered from Dawid Kruiper Municipality.

- 24.4 Legal practitioners whether practicing on your own account or through a commercial juristic entity must be available to perform the services in accordance with the contract conditions. Where a legal practitioner (Attorney / Advocate) on the panel is not available to perform the work at a specific period of time, the legal practitioner must notify Dawid Kruiper Municipality's Accounting Officer, Legal Department and the SCM Unit.
- 24.5 Payment of legal fees by Dawid Kruiper Municipality will be effected within 30 (thirty) days from the date of receipt of an acceptable invoice.
- 24.6 In a case where there is no legal practitioner for a particular legal services field on the panel, Dawid Kruiper Municipality reserves the right during the term of this panel, if necessary, to appoint a legal practitioner outside the approved Panel of legal practitioners for purposes of rendering the services to Dawid Kruiper Municipality.
- 24.7 Should the legal practitioner not perform the work or be incapable of doing so, despite having indicated the ability to do so, Dawid Kruiper Municipality reserves the right to remove such legal practitioner from the panel.
- 24.8 Should the legal practitioner cause material risk or damage to the public and / or Dawid Kruiper Municipality, Dawid Kruiper Municipality reserves the right to remove such legal practitioner in consultation with the Dawid Kruiper Municipality's Accounting Officer.

25. SECURITY AND CONFIDENTIALITY INFORMATION

- 25.1 Legal practitioners shall regard all information, which he / she obtain or are entrusted with concerning the participating department or its members whilst executing the contract, as confidential, secret, or top secret.
- 25.2 The legal practitioners, his / her employees, sub-contractors, or agents may not make any such information obtained or entrusted to any other person or to the media.

26. WITHDRAWAL / REMOVAL OF A LEGAL PRACTITIONER FROM THE PANEL

- 26.1 Legal practitioners listed may, on application be removed from the panel by Dawid Kruiper Municipality in writing and confirmation. Once removed, a legal practitioner cannot be re-listed.
- 26.2 Legal practitioner who has been suspended or their name removed from the roll of advocates / attorneys in terms of the Legal Practice Act, will automatically be removed from the panel and may not conduct any work on behalf of Dawid Kruiper Municipality.
- 26.3 The following procedure will be followed by Dawid Kruiper Municipality in a case where a legal practitioner is being withdrawn from the panel other than voluntary withdrawal by the legal practitioner or struck off the roll by the Legal Practice Council:
 - 26.3.1 The Accounting Officer of Dawid Kruiper Municipality shall notify (official letter) the legal practitioner of its intentions to withdraw the legal practitioner from the panel and provide reasons for such intention to withdraw the legal practitioner from the panel.
 - 26.3.2 The legal practitioner must be given an opportunity to make representation to the The Accounting Officer and Legal Department of Dawid Kruiper Municipality regarding his / her removal from the panel. The legal practitioner shall be given at least 14 days from the issuance of the notice from Dawid Kruiper Municipality to make such a representation; and

- 26.3.3 Failure by the legal practitioner to respond within the provided timelines will be deemed as not having any objection to the removal from the panel.
- 26.4 Dawid Kruiper Municipality shall be entitled to remove a legal practitioner from the panel if one or more of the following occurs: –
 - 26.4.1 The legal practitioner does not honour contractual obligations including submission of information.
 - 26.4.2 The legal practitioner is provisionally or finally liquidated, making it impossible to perform its functions.
 - 26.4.3 The legal practitioner commits an act of insolvency.
 - 26.4.4 Overall poor performance rating during the contract period.
- 26.5 Should there be any dispute between Dawid Kruiper Municipality and a legal practitioner, the National Treasury will act as a mediator.

27. DISSOLUTION OF THE PANEL

- 27.1 Dawid Kruiper Municipality reserves the right to end the existence of the panel through a notice to all legal practitioners listed on the panel.

APPENDIX A

Annexure A must be completed in full

[illegible]

2	TN032_2024-002		Corporate Law, Business Commercial Law; Company Law and Banking Law																						
2	TN032_2024-002		Corporate Law, Business Commercial Law; Company Law and Banking Law																						
2	TN032_2024-002		Corporate Law, Business Commercial Law; Company Law and Banking Law																						
2	TN032_2024-002		Corporate Law, Business Commercial Law; Company Law and Banking Law																						
3	TN032_2024-003		Constitutional Law; Administrative Law and Public Procurement Law																						
3	TN032_2024-003		Constitutional Law; Administrative Law and Public Procurement Law																						
3	TN032_2024-003		Constitutional Law; Administrative Law and Public Procurement Law																						
3	TN032_2024-003		Constitutional Law; Administrative Law and Public Procurement Law																						
3	TN032_2024-003		Constitutional Law; Administrative Law and Public Procurement Law																						
3	TN032_2024-003		Constitutional Law; Administrative Law and Public Procurement Law																						
3	TN032_2024-003		Constitutional Law; Administrative Law and Public Procurement Law																						
3	TN032_2024-003		Constitutional Law; Administrative Law and Public Procurement Law																						

[illegible]

[illegible]

[illegible]

[illegible]

14	TN032_2024-014		General Law																						
15	TN032_2024-015		General Legal Services																						
15	TN032_2024-015		General Legal Services																						
15	TN032_2024-015		General Legal Services																						
15	TN032_2024-015		General Legal Services																						
15	TN032_2024-015		General Legal Services																						

APPENDIX B

Annexure B must be completed in full

Annexure B

CURRICULUM VITAE

CURRICULUM VITAE OF: _____ (insert full name)

Full Name:		Surname:	
Nationality:			
ID Number:			
Gender:			
Home Language:			
Other Languages:			
Company Registration Number (for single person entity)			
Current Employer Name:			
Trust Account?	Confirm - Yes / No		
Office Location:			
Capacity of the Firm		Number of years in the Legal Service Industry	
Contact Tel (Work)/ Cell		Email Address:	
Describe below, in maximum 60 words, significant highlights of your professional experience and high court achievements:			

Briefly indicate below your experience in representing public sector in the high court on litigation matters (maximum 50 words)
If Junior Attorney or Advocate: Confirm the number of years' practical experience in non-litigious matters in the specialised law services / fields applying for and indicate the cases worked on and the period, in order to prove the number of years and relevance of your practical experience.
If Senior Advocate or Attorney: Confirm the number of years' practical experience in high court litigation with judgement of 3 finalized trial or opposed motion court matters (Case number will serve as proof). The years practical experience and judgments must be in the specialized law services / fields applying for.

--

Academic achievements in the legal service sector:

<u>Institution Name</u>	<u>Qualification(s) Obtained</u>	<u>Year obtained</u>

WORK EXPERIENCE

Name of the clients assisted	Location of the client	Case Number	Status of the Judgement	Duration of the case
e.g SARS	e.g Pretoria	e.g JUS4444	e.g finalized or pending	

Professional Bodies Membership

Name of Institution	Membership number

<u>Other Skills/literacy/information (computer skills, publications, etc.)</u>			
Skill/Publication name	Description	Date issued/used	

REFERENCES			
<u>Reference 1</u>			
Name and Surname		Position/ Occupation	
Employer Name			
Contact Details		E-mail	
<u>Reference 2</u>			
Name and Surname		Position/ Occupation	
Employer Name			
Contact Details		E-mail	
<u>Reference 3</u>			
Name and Surname		Position/ Occupation	
Employer Name			
Contact Details		E-mail	

SUPPORTING DOCUMENTATION

(Attach with CV)

Document (Also refer to par. 6.3 of the SCC):	Reference as:
Admission certificate (court order)	Appendix B.1
Valid Certificate of Good Standing from the South African Legal Practice Council	Appendix B.2
Valid Fidelity Fund Certificate as per section 84 of the Legal Practice Act (Applicable to legal practitioners with trust accounts)	Appendix B.3
Legal Practice Management Certificate as per section 85 of the Legal Practice OR Proof of full exemption from the relevant Law Society	Appendix B.4
Copy of Identity Document (ID)	Appendix B.5
Copies of academic and professional qualifications	Appendix B.6

APPENDIX C

Tariff Fees Structure Declaration of Acceptance

*Tariff fees excl VAT, disbursements, and other related expenses

TARIFF FEES FOR JUNIOR LEGAL PRACTITIONERS

NUMBER OF YEARS PRACTICAL EXPERIENCE	FEES PER HOUR	FEES PER DAY 10 HOURS
0-1	R700.00	R7 000.00
1-2	R750.00	R7 500.00
2-3	R800.00	R8 000.00
3-4	R850.00	R8 500.00
4-5	R900.00	R9 000.00
5-6	R950.00	R9 500.00
6-7	R1 000.00	R10 000.00
7-8	R1 050.00	R10 500.00
8-9	R1 100.00	R11 000.00
9-10	R1 200.00	R12 000.00
10-11	R1 300.00	R13 000.00
11-12	R1 400.00	R14 000.00
12-13	R1 500.00	R15 500.00
13-14	R1 600.00	R16 000.00
14-15	R1 700.00	R17 000.00
15-16	R1 800.00	R18 000.00
16-17	R1 900.00	R19 000.00
17-18	R2 000.00	R20 000.00
18-19	R2 100.00	R21 000.00
19-20	R2 200.00	R22 000.00
20-21	R2 300.00	R23 000.00
21-22	R2 400.00	R24 000.00
22-23	R2 500.00	R25 000.00
23-24	R2 600.00	R26 000.00
24-25	R2 700.00	R27 000.00
25-26	R2 800.00	R28 000.00
26-27	R2 900.00	R29 000.00
27-28	R3 000.00	R30 000.00
28-29	R3 100.00	R31 000.00
29-30	R3 200.00	R32 000.00
30-31	R3 300.00	R33 000.00
31-32	R3 400.00	R34 000.00
32-33	R3 500.00	R35 000.00
33-34	R3 600.00	R36 000.00
34-35	R3 700.00	R37 000.00
35-36	R3 800.00	R38 000.00
36-37	R3 900.00	R39 000.00
37-38	R4 000.00	R40 000.00
38-39	R4 100.00	R41 000.00
39-40	R4 200.00	R42 000.00
40-41	R3 900.00	R39 000.00
41-42	R4 000.00	R40 000.00
42-43	R4 500.00	R45 000.00
43-44	R4 000.00	R40 000.00
44-45	R4 700.00	R47 000.00

TARIFF FEES FOR SENIOR LEGAL PRACTITIONERS

NUMBER OF YEARS PRACTICAL EXPERIENCE	FEES PER HOUR	FEES PER DAY 10 HOURS
3-4	R2 300.00	R23 000.00
4-5	R2 400.00	R24 000.00
5-6	R2 500.00	R25 000.00
6-7	R2 600.00	R26 000.00
7-8	R2 700.00	R27 000.00
8-9	R2 800.00	R28 000.00
9-10	R2 900.00	R29 000.00
10-11	R3 000.00	R30 000.00
11-12	R3 100.00	R31 000.00
12-13	R3 200.00	R32 000.00
13-14	R3 300.00	R33 000.00
14-15	R3 400.00	R34 000.00
15-16	R3 500.00	R35 000.00
16-17	R3 600.00	R36 000.00
17-18	R3 700.00	R37 000.00
18-19	R3 800.00	R38 000.00
19-20	R3 900.00	R39 000.00
20-21	R4 000.00	R40 000.00
21-22	R4 100.00	R41 000.00
22-23	R4 200.00	R42 000.00
23-24	R4 300.00	R43 000.00
24-25	R4 400.00	R44 000.00
25-26	R4 500.00	R45 000.00
26-27	R4 600.00	R46 000.00
27-28	R4 700.00	R47 000.00
28-29	R4 800.00	R48 000.00
29-30	R4 900.0	R49 000.00
30-31	R5 000.00	R50 000.00
31-32	R5 100.00	R51 000.00
32-33	R5 200.00	R52 000.00
33-34	R5 300.00	R53 000.00
34-35	R5 400.00	R54 000.00
35-36	R5 500.00	R55 000.00
36-37	R5 600.00	R56 000.00
37-38	R5 700.00	R57 000.00
38-39	R5 800.00	R58 000.00
39-40	R5 900.00	R59 000.00
40-41	R6 000.00	R60 000.00
41-42	R6 100.00	R61 000.00
42-43	R6 200.00	R62 000.00

APPENDIX D

Annexure D must be completed in full

ANNEXURE D

COMPANY PROFILE

To facilitate ease of evaluation please complete the following information in full:

1. Details of the Entity:

Name of Entity	Company Registration Number	Number of years the entity has been in existence	Number of years of experience relevant to this bid

2. Business Structure:

Please insert Business Structure.

3. Details of the Partners/Director(s)/Owner(s):

Full Name and Surname	Position	ID Number

4. A short history (±250 words) of the entity, including the opening date and if a legal practice, the practice number issued by the relevant Provincial Law Society:

5. List of key/major clients that the entity has serviced (current and/ or past), together with an indication of the nature and duration of such attorney/ client relationship:

Name of key/major clients	Nature of attorney/client relationship	Duration of attorney/client relationship

6. List of cases that the entity has worked on, as well as in what capacity the legal assistance was rendered.

Name of Case	Capacity	Outcome of the Case

DAWID KRUIPER MUNICIPALITY**SECTION "C"**

To: The Municipal Manager
Private Bag X6003
UPINGTON
8800

Sir

In response to the official notice calling for the supply and delivery of the services listed I/we, the undersigned, carrying on a business under the name of:

Address:

Tel nr:

do hereby quote to supply the services in accordance with the General Conditions of Quotation and the Specifications attached hereto except in so far as amended in our accompanying covering letter, at the prices given and to deliver those services within the stated delivery period measured from the date of the Council's letter of acceptance of my/our quotation. Quotation prices are included in Section "D" hereof.

The undersigned agrees, that in terms of these documents this Quotation shall remain open for acceptance for a period of **120 (one hundred and twenty))** days from the date on which quotations are returnable and that notification of acceptance by the Municipal Manager shall constitute a binding contract with effect from the date of such notification.

Bid price (all taxes included): NOT APPLICABLE FEES ARE FIXED AND WILL INCREASE ANNUALLY WITH THE AVERAGE CPI FOR THE LAST 12 MONTHS.

SIGNED AT _____ ON THIS _____ DAY OF _____
2025.

Signed by, or on behalf of the bidder, in the presence of the undersigned witnesses.

WITNESSES:

1. _____

2. _____

SIGNATURE OF BIDDER

DAWID KRUIPER MUNICIPALITY

SECTION "D"

SUMMARY OF ITEMS AND BID PRICES

All prices are fixed as per Annexure C and will increase annually with average CPI for the past 12 months.

NB : Completion of this page is compulsory and the total must be entered as the bid price in the MBD 1 form below and section C above.

Signature of Bidder

Witnesses: 1.....

2.....

DAWID KRUIPER MUNICIPALITY

SECTION “E”

FORMS TO BE COMPLETED

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE DAWID KRUIPER MUNICIPALITY					
BID NUMBER:	TN032/2024	CLOSING DATE:	31 January 2025	CLOSING TIME:	14h00
DESCRIPTION	ESTABLISHMENT OF A PANEL OF LEGAL PRACTITIONERS (ATTORNEYS AND ADVOCATES) FOR A PERIOD OF THIRTY-SIX (36) MONTHS				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).					

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX
SITUATED AT (STREET ADDRESS)

DAWID KRUIPER MUNICIPALITY					
CIVIC CENTRE					
MUTUAL STREET					
UPINGTON					
8800					
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
TAX COMPLIANCE STATUS	TCS PIN:		OR	CSD No:	

<u>ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?</u>	☐ Yes ☐ No [IF YES ENCLOSE PROOF]	<u>ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?</u>	☐ Yes ☐ No [IF YES, ANSWER PART B:3]
<u>TOTAL NUMBER OF ITEMS OFFERED</u>		<u>TOTAL BID PRICE</u>	R
<u>SIGNATURE OF BIDDER</u>		<u>DATE</u>	
<u>CAPACITY UNDER WHICH THIS BID IS SIGNED</u>			
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		TECHNICAL INFORMATION MAY BE DIRECTED TO:	
DEPARTMENT	Supply Management Chain	CONTACT PERSON	Toensie Louw / Ruaan Strauss
CONTACT PERSON	Mary Marabi	TELEPHONE NUMBER	054-338-7095 / 054-338-7025
TELEPHONE NUMBER	054-338-7436	FACSIMILE NUMBER	
FACSIMILE NUMBER		E-MAIL ADDRESS	judith.louw@dkm.gov.za / ruaan.strauss@dkm.gov.za
E-MAIL ADDRESS	mary.marabi@dkm.gov.za		

PART B

TERMS AND CONDITIONS FOR BIDDING

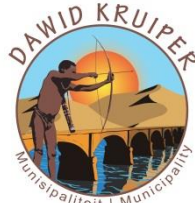
1. BID SUBMISSION:										
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION. 1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR ONLINE 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.										
2. TAX COMPLIANCE REQUIREMENTS										
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS. 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS. 2.3 APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA. 2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3. 2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID. 2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER. 2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.										
3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS										
<table style="width: 100%; border: none;"> <tr> <td style="width: 70%;">3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?</td> <td style="width: 30%; text-align: right;"> ☐ YES ☐ NO </td> </tr> <tr> <td>3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA?</td> <td style="text-align: right;"> ☐ YES ☐ NO </td> </tr> <tr> <td>3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?</td> <td style="text-align: right;"> ☐ YES ☐ NO </td> </tr> <tr> <td>3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?</td> <td style="text-align: right;"> ☐ YES ☐ NO </td> </tr> <tr> <td>3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?</td> <td style="text-align: right;"> ☐ YES ☐ NO </td> </tr> </table> IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.	3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	☐ YES ☐ NO	3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA?	☐ YES ☐ NO	3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	☐ YES ☐ NO	3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	☐ YES ☐ NO	3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	☐ YES ☐ NO
3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	☐ YES ☐ NO									
3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA?	☐ YES ☐ NO									
3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	☐ YES ☐ NO									
3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	☐ YES ☐ NO									
3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	☐ YES ☐ NO									

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

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

DATE:



DECLARATION OF INTEREST

1. No bid will be accepted from persons in the service of the state¹.
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority.
3. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.
 - 3.1 Full Name of bidder or his or her representative:.....
 - 3.2 Identity Number:
 - 3.3 Position occupied in the Company (director, trustee, shareholder²):.....
 - 3.4 Company Registration Number:
 - 3.5 Tax Reference Number:.....
 - 3.6 VAT Registration Number:
 - 3.7 The names of all directors / trustees / shareholders members, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below.
 - 3.8 Are you presently in the service of the state? YES / NO

3.8.1 If yes, furnish particulars.

.....

.....

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

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

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

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

3.9.1 If yes, furnish particulars

.....

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

3.10.1 If yes, furnish particulars.

.....

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

3.11.1 If yes, furnish particulars

.....

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

3.12.1 If yes, furnish particulars.

.....

3.13 Are any spouse, child or parent of the company's director's 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, YES / NO
or stakeholders of this company have any interest in any other related
companies or business whether or not they are bidding for this contract?

3.14.1 If yes, furnish particulars:

.....
.....

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

Full Name	Identity Number	State Employee Number

.....
Signature

.....
Date

.....
Capacity

.....
Name of Bidder

DECLARATION FOR PROCUREMENT ABOVE R10 MILLION (ALL APPLICABLE TAXES INCLUDED)

For all procurement expected to exceed R10 million (all applicable taxes included), bidders must complete the following questionnaire:

1. Are you by law required to prepare annual financial statements for auditing? *YES / NO

1.1. If yes, submit audited annual financial statements for the past three years or since the date of establishment if established during the past three years.

.....

.....

2. Do you have any outstanding undisputed commitments for municipal services towards any municipality for more than three months or any other service provider in respect of which payment is overdue for more than 30 days? *YES / NO

2.1. If no, this serves to certify that the bidder has no undisputed commitments for municipal services towards any municipality for more than three months or other service provider in respect of which payment is overdue for more than 30 days

2.2. If yes, provide particulars.

.....

.....

.....

3. Has any contract been awarded to you by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract? *YES / NO

3.1. If yes, furnish particulars

.....

.....

.....

4. Will any portion of goods or services be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality / municipal entity is expected to be transferred out of the Republic? *YES / NO

4.1. If yes, furnish particulars

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

* Delete if not applicable

CERTIFICATION

I, THE UNDERSIGNED (NAME)

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

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

.....

Signature

.....

Date

.....

Position

.....

Name of Bidder

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

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

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

1. GENERAL CONDITIONS

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

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

To be completed by the organ of state

(delete whichever is not applicable for this tender).

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

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

- (a) Price; and
- (b) Specific Goals.

To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	
SPECIFIC GOALS	
Total points for Price and SPECIFIC GOALS	100

Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. DEFINITIONS

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

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

Where

- Ps = Points scored for price of tender under consideration
- Pt = Price of tender under consideration
- Pmin = Price of lowest acceptable tender

3.2. FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT

3.2.1. POINTS AWARDED FOR PRICE

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

$$\begin{array}{ccc} \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\ \\ \mathbf{Ps = 80 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)} & \mathbf{or} & \mathbf{Ps = 90 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)} \end{array}$$

Where

- Ps = Points scored for price of tender under consideration
 Pt = Price of tender under consideration
 Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
 - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,
- then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

Table 2: A maximum of 20 / 10 points will be allocated as follows:

Locality	Points (80/20)	Points (90/10)
Within the boundaries of Dawid Kruiper Municipality	20	10
Within the boundaries of South Africa	12	6
Outside the boundaries of South Africa	0	0

Tenderer failing to submit proof of required evidence to claim preferences for specific goals –

- may only score in terms of the 80 points formula for price; and
- scores 0 points out of 10 of the relevant specific goals where the supplier or service provider did not stipulate.

Locality points claimed: = (maximum of 10points)

DECLARATION WITH REGARD TO COMPANY/FIRM

- 4.3. Name of company/firm.....
- 4.4. Company registration number:
- 4.5. TYPE OF COMPANY/ FIRM
- ☐ Partnership/Joint Venture / Consortium
 - ☐ One-person business/sole propriety
 - ☐ Close corporation
 - ☐ Public Company

- ☐ Personal Liability Company
☐ (Pty) Limited
☐ Non-Profit Company
☐ State Owned Company
 [TICK APPLICABLE BOX]

- 4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:
- i) The information furnished is true and correct;
 - ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
 - iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
 - iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution, if deemed necessary.

..... SIGNATURE(S) OF TENDERER(S)	
SURNAME AND NAME:	
DATE:	
ADDRESS:	
	
	



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 of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied). The Database of Restricted Suppliers now resides on the National Treasury's website(www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.	Yes ☐	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)? The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.	Yes ☐	No ☐

4.2.1	If so, furnish particulars:
-------	-----------------------------

Item	Question	Yes	No
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 ☐
4.3.1	If so, furnish particulars:		
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 ☐
4.7.1	If so, furnish particulars:		

MBD 8

CERTIFICATION

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder



CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Municipal Bidding Document (MBD) must form part of all bids¹ invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
 - a. take all reasonable steps to prevent such abuse;
 - b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
 - c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
- 4 This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

¹ Includes price quotations, advertised competitive bids, limited bids and proposals.

² Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.

NOTICE

MBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

**ESTABLISHMENT OF A PANEL OF LEGAL PRACTITIONERS
(ATTORNEYS AND ADVOCATES) FOR A PERIOD OF THIRTY-SIX
(36) MONTHS**

in response to the invitation for the bid made by:

DAWID KRUIPER MUNICIPALITY

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

I certify, on behalf of: _____
that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.

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.

7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
- (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder



CONTRACT FORM - RENDERING OF SERVICES

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

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

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.

1. The following documents shall be deemed to form and be read and construed as part of this agreement:

- (i) Bidding documents, viz
 - Invitation to bid;
 - Tax clearance certificate;
 - Pricing schedule(s);
 - Filled in task directive/proposal;
 - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
 - Declaration of interest;
 - Declaration of Bidder's past SCM practices;
 - Certificate of Independent Bid Determination;
 - Special Conditions of Contract;
- (ii) General Conditions of Contract; and
- (iii) Other (specify)

2. 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.

3. 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.

4. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.

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

NAME (PRINT)

CAPACITY

WITNESSES

1

2

SIGNATURE

NAME OF FIRM

DATE

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 CONTRIBUTIO N	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)

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

SIGNED AT ON

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

WITNESSES

1

2

DATE:

DAWID KRUIPER MUNICIPALITY**SECTION "F"**

Annexures

Attach all annexures and documents to this page

1. Tax Clearance certificate
2. CSD registration
3. Municipal account/ Valid Lease Agreement/Sworn Affidavit indicating reason to why lease agreement cannot be submitted
4. Proof of authority
5. Admission Certificates (Court Orders)
6. Valid Certificate of Good Standing
7. Valid Fidelity Fund Certificate
8. Proof of Completion of Legal Management Course
9. Annexure A: Compliance Checklist
10. Annexure B: Curriculum Vitae (CV) of Legal Practitioners
11. Annexure C: Tariff Fees Structure Declaration of Acceptance
12. Annexure D: Company Profile Template