



TENDER NO.: SC 2092/2020

**APPOINTMENT OF A PANEL OF ATTORNEYS FOR THE RENDERING OF LEGAL
SERVICES FOR A CONTRACT PERIOD ENDING 30 JUNE 2023
PROCUREMENT DOCUMENT**

NAME OF TENDERER:	
Pricing Schedule (Inclusive of VAT) (refer to page 82 - 86):	

APRIL 2020

PREPARED AND ISSUED BY:

Directorate: Finance:
Supply Chain Management Unit
Overstrand Municipality
PO Box 20, Hermanus, 7200

**CONTACT FOR ENQUIRIES
REGARDING SPECIFICATIONS:**

**Ms. A Le Roux
Manager: Property Admin**

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MBD 1 – INVITATION TO BID

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

1. TENDER DETAILS						
TENDER NUMBER:	SC 2092/2020					
TENDER TITLE:	Appointment of a panel of attorneys for the rendering of legal services for a contract period ending 30 June 2023					
CLOSING DATE:	29 May 2020	CLOSING TIME:		12H00		
SITE MEETING:	DATE:	N/A	TIME:	N/A	COMPULSORY:	N/A
SITE MEETING ADDRESS:	N/A					
CIDB GRADING REQUIRED:	N/A	LEVEL AND CATEGORY:		N/A		
BID BOX NO:	5	SITUATED AT: Overstrand Municipal Building, Magnolia Avenue, Hermanus. The bid box is generally open 24 hours a day, 7 days a week.				
OFFER TO BE VALID FOR AT LEAST:	90 DAYS		FROM THE CLOSING DATE OF BID.			
2. BIDDER'S DETAILS						
LEGAL NAME OF ORGANISATION						
TRADE NAME (if different from legal name)						
POSTAL ADDRESS						
STREET ADDRESS						
NAME OF CONTACT PERSON						
TELEPHONE NUMBER				CELL NUMBER		
E-MAIL ADDRESS						
COMPANY REGISTRATION NUMBER						
OVERSTRAND MUNICIPALITY SUPPLIER DATABASE REGISTRATION NUMBER						
3. BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO THE SUPPLY CHAIN MANAGEMENT UNIT						
CONTACT PERSON	Accountant: Procurement, L du Preez			TELEPHONE NUMBER	028 313 8147	
CONTACT PERSON	Accountant SCM: J Aplon			TELEPHONE NUMBER	028 313 5021	
TECHNICAL INFORMATION REGARDING THIS QUOTATION MAY BE OBTAINED FROM:						
CONTACT PERSON	Manager: Property Admin: A Le Roux			TELEPHONE NUMBER	028 316 3724 anjaleroux@overstrand.gov.za	
4. TAX COMPLIANCE REQUIREMENTS						
TAX CLEARANCE STATUS PIN						
TAX CLEARANCE EXPIRY DATE						
INCOME TAX NUMBER						

VAT REGISTRATION NUMBER	
<p>a) Bidders must ensure compliance with their tax obligations.</p> <p>b) Bidders are required to submit their unique personal identification number (pin) issued by SARS to enable the organ of state to view the taxpayer's profile and tax status.</p> <p>c) Application for the tax compliance status (TCS) certificate or pin may also be made via e-filing. In order to use this provision, taxpayers will need to register with SARS as e-filers through the website www.sars.gov.za</p> <p>d) Foreign suppliers must complete the pre-award questionnaire in part B.3.</p> <p>e) Bidders may also submit a printed TCS certificate together with the bid.</p> <p>f) In bids where consortia / joint ventures / sub-contractors are involved, each party must submit a separate TCS certificate / pin / CSD number.</p>	

Are you the accredited representative in South Africa for the goods /services /works offered? If yes, enclose proof	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
Are you a foreign based supplier for the goods /services /works offered? If yes, answer the questions in par. 6 below.	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>

5. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS				
a) Is the entity a resident of the republic of South Africa (RSA)?	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
b) Does the entity have a branch in the RSA?	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
c) Does the entity have a permanent establishment in the RSA?	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
d) Does the entity have any source of income in the RSA?	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
e) Is the entity liable in the RSA for any form of taxation?	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
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.				

6. SUPPLIER DATABASE OF THE OVERSTRAND MUNICIPALITY				
a) Are you registered as a supplier/services provider on the Supplier Database of the Overstrand Municipality?	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
b) If so, please provide you Supplier Database Registration number with the Overstrand Municipality	<input type="text"/>			
c) If not, please note that you will be required to be registered on the Supplier Database of the Overstrand Municipality before any award can be made to you. Please find a copy of the Supplier Database Registration forms contained in this document.				

PLEASE NOTE:
1. Mailed, telegraphic or faxed bids will not be accepted.
2. Bids may only be submitted on the Bid Documentation provided by the Municipality (not to be re-typed).
3. Bids must be delivered by the stipulated time to the correct box and address. Late bids will not be accepted for consideration.
4. Tender box deposit slot is 28cm x 2.5cm.
5. This bid is subject to the Preferential Procurement Policy Framework Act and the Preferential Procurement Regulations, 2017, the National Treasury General Conditions of Contract (GCC) (2010) and, if applicable, any other special conditions of contract.

7. CAPACITY UNDER WHICH THIS BID IS SIGNED	
NAME OF PERSON DULY AUTHORISED TO SIGN THIS OFFER	<input type="text"/>
SIGNATURE	<input type="text"/>
DATE	<input type="text"/>

**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**

2. CHECKLIST

PLEASE ENSURE THAT THE FOLLOWING FORMS HAVE BEEN DULY COMPLETED AND SIGNED AND THAT ALL DOCUMENTS AS REQUESTED, ARE ATTACHED TO THE TENDER DOCUMENT:

1.	Authority to Sign a Bid - Is the form duly completed and is a certified copy of the resolution attached?	Yes	No	
2.	Tax Clearance Certificate - Provide Tax Compliance Status PIN and Income Tax no. – MBD 1	Yes	No	
3.	MBD 4 (Declaration of Interest) - Is the form duly completed and signed?	Yes	No	
4.	MB 5 (Declaration for procurement above R10 million) - Is the form duly completed and signed	Yes	No	
5.	MBD 6.1 (Preference Points claim form for purchases/services) - Is the form duly completed and signed? Is a CERTIFIED copy of the B-BBEE Certificate or the original B-BBEE Certificate attached?	Yes	No	
6.	MBD 8 (Declaration of Past Supply Chain Practices) - Is the form duly completed and signed?	Yes	No	
7.	MBD 9 (Certificate of Independent Bid Determination) - Is the form duly completed and signed?	Yes	No	
8.	MBD 15 (Certificate of Payment of Municipal Accounts) - Is the form duly completed and signed? Are the Identity numbers, residential addresses and municipal account numbers of ALL members, partners, directors, etc. provided on the form as requested?	Yes	No	
9.	MBD16 (Key Performance Indicators) - Is the form duly completed and signed?	Yes	No	
10.	OHASA (Occupational Health and Safety) - Is the form duly completed and signed? Is a valid Letter of Good Standing from the Compensation Commissioner attached?	Yes	No	
11.	Indemnity - Is the form duly completed and signed?	Yes	No	
12.	Specifications - Is the form duly completed and signed?	Yes	No	
13.	Schedule of Work Experience of Tenderer - Is the form duly completed and signed?	Yes	No	
14.	Pricing Schedule - Is the form duly completed and signed?	Yes	No	
15.	MBD 7.2 (Contract form – Services) - Is the form duly completed and signed?	Yes	No	
16.	DATA BASE REGISTRATION - Is the form duly completed and signed? Are ALL the supporting documents attached?	Yes	No	

3. TENDER NOTICE & INVITATION TO TENDER**TENDER NO. SC 2092/2020****APPOINTMENT OF A PANEL OF ATTORNEYS FOR THE RENDERING OF LEGAL SERVICES FOR A CONTRACT PERIOD
ENDING 30 JUNE 2023**

Tenders are hereby invited for the **Appointment of a panel of attorneys for the rendering of legal services for a contract period ending 30 June 2023.**

Tender documents, in English, are obtainable from **Friday, 24 April 2020**, at the offices of the Supply Chain Management Unit, Overstrand Municipality, Magnolia Avenue, Hermanus from Ms Rita Neethling; Tel. 028 313 8064, between 08h30 and 15h30 upon payment of a **tender participation fee of R198-00 per set**. Alternatively the document may be downloaded free of charge from the website: www.overstrand.gov.za.

Sealed tenders, with "**Tender No. SC 2092/2020: Appointment of a panel of attorneys for the rendering of legal services for a contract period ending 30 June 2023**" clearly endorsed on the envelope, must be deposited in **Tender Box No. 5** at the offices of the Overstrand Municipality, Magnolia Avenue, Hermanus. Bids may only be submitted on the bid documentation issued by Overstrand Municipality.

The closing date and time of the tender is on **29 May 2020 at 12h00** and tenders will be opened in public immediately thereafter in the Supply Chain Management Committee Room, Hermanus Administration.

Please refer enquiries to **Ms. A Le Roux** at email: anjaleroux@overstrand.gov.za and/or telephone number: **028 316 3724**.



PART A – ADMINISTRATIVE REQUIREMENTS IN TERMS OF THE SUPPLY CHAIN MANAGEMENT POLICY



4. AUTHORITY TO SIGN A BID

TYPE OF ENTERPRISE (Please indicate with an "X" and complete the indicated section below)

1	Company (Pty) Ltd. & Ltd.		Please complete section 1 below
2	Close Corporation (CC)		Please complete section 2 below
3	Sole Proprietor		Please complete section 3 below
4	Partnership		Please complete section 4 below
5	Consortium, Club, Trust, etc.		Please complete section 5 below
6	Joint Venture		Please complete section 6 below

1. COMPANIES - (PTY) LTD. & LTD.

1.1. If a bidder is a **COMPANY ((Pty) Ltd. OR Ltd.)**, a certified copy of the resolution by the board of directors, duly signed, authorising the person who signs this bid to do so, as well as to sign any contract resulting from this bid and any other documents and correspondence in connection with this bid and/or contract on behalf of the company must be submitted with this bid, that is, before the closing time and date of the bid.

1.2. A valid resolution must be signed by:

- 1.2.1. Majority directors; or
- 1.2.2. Chairman of the Board; or
- 1.2.3. Company Secretary

PARTICULARS OF RESOLUTION BY THE BOARD OF DIRECTORS OF THE COMPANY

Date resolution was taken			
Resolution signed by (name and surname)			
Capacity			
Name and surname of delegated authorised signatory			
Capacity			
Specimen signature			
Full name and surname of ALL director(s)			
Is a copy of the resolution attached?		YES	NO
SIGNED ON BEHALF OF COMPANY / CC:		DATE:	
PRINT NAME:			
WITNESS 1:		WITNESS 2:	



2. CLOSE CORPORATION (CC)

2.1. In the case of a **CLOSE CORPORATION (CC)** submitting a bid, a resolution by its members, authorizing a member or other official of the corporation to sign the documents on their behalf, shall be included with the bid.

2.2. A valid resolution must be signed by:

- 2.2.1. Majority members; or
- 2.2.2. Member with majority shareholding but only if such shareholding is more than 50%; or
- 2.2.3. Company Secretary.

PARTICULARS OF RESOLUTION BY THE MEMBERS OF THE CLOSE CORPORATION

Date resolution was taken			
Resolution signed by (name and surname)			
Capacity			
Name and surname of delegated authorised signatory			
Capacity			
Specimen signature			
Full name and surname of ALL director(s) / member (s)			
Is a copy of the resolution attached?		YES	NO
SIGNED ON BEHALF OF COMPANY / CC:		DATE:	
PRINT NAME:			
WITNESS 1:		WITNESS 2:	

3. SOLE PROPRIETOR (SINGLE OWNER BUSINESS) & NATURAL PERSON

I, _____, the undersigned, hereby confirm that I am the sole owner of the business trading as _____.

OR

I, _____, the undersigned, hereby confirm that I am submitting this bid in my capacity as natural person.

SIGNATURE:		DATE:	
PRINT NAME:			
WITNESS 1:		WITNESS 2:	



4. PARTNERSHIP

We, the undersigned partners in the business trading as _____
 hereby authorize Mr / Ms _____ to sign this bid as well as any
 contract resulting from the bid and any other documents and correspondence in connection with this bid and /or
 contract for and on behalf of the abovementioned partnership.

The following particulars in respect of every partner must be furnished and signed by every partner:

Full name of partner	Signature

SIGNED ON BEHALF OF PARTNERSHIP:		DATE:	
PRINT NAME:			
WITNESS 1:		WITNESS 2:	

5. CONSORTIUM / CLUB / TRUST / ETC.

We, the undersigned consortium partners, hereby authorize _____
 (Name of entity) to act as lead consortium partner and further authorize Mr / Ms _____
 to sign this offer as well as any contract resulting from this bid and any other documents and correspondence in
 connection with this bid and / or contract for and on behalf of the consortium.

The following particulars in respect of each consortium member must be provided and must be signed by each member:

Full Name of consortium member	Role of consortium member	% Participation	Signature

SIGNED ON BEHALF OF PARTNERSHIP:		DATE:	
PRINT NAME:			
WITNESS 1:		WITNESS 2:	

6. JOINT VENTURE

We, the undersigned, are submitting this bid offer in joint venture and hereby authorize Mr / Ms _____

authorized signatory of the Company / Close Corporation / Partnership (name) _____

acting in the capacity of lead partner, to sign all documents in connection with the bid offer and any contract resulting from it on our behalf.

1. LEAD PARTNER (Whom the Municipality shall hold liable for the purpose of the tender)

Name of firm			
Address			
		Tel. No.	
Signature		Designation	

2. 2nd PARTNER

Name of firm			
Address			
		Tel. No.	
Signature		Designation	

3. 3rd PARTNER

Name of firm			
Address:			
		Tel. No.	
Signature		Designation	

4. 4th PARTNER

Name of firm			
Address:			
		Tel. No.	
Signature		Designation	

NOTE: A copy of the Joint Venture Agreement indicating clearly the percentage contribution of each partner to the Joint Venture, is to be submitted with the bid.

A board resolution, authorising each signatory who signed above to do so, is to be submitted with the bid.

5. GENERAL CONDITIONS OF CONTRACT – GOVERNMENT PROCUREMENT

1. DEFINITIONS

The following terms shall be interpreted as indicated:

- 1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
- 1.2 "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 supplies are so delivered and a valid receipt is obtained.
- 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
- 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable.
- 1.13 Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.14 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.15 "GCC" means the General Conditions of Contract.
- 1.16 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.17 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.18 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.19 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.20 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.21 "Project site" where applicable, means the place indicated in bidding documents.
- 1.22 "Purchaser" means the organization purchasing the goods.
- 1.23 "Republic" means the Republic of South Africa.
- 1.24 "SCC" means the Special Conditions of Contract.
- 1.25 "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.
- 1.26 "Supplier" means the successful bidder who is awarded the contract to maintain and administer the required and specified service(s) to the State.
- 1.27 "Tort" means in breach of contract.
- 1.28 "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.
- 1.29 "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.

2. APPLICATION

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

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 the municipality / municipal entity website.

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4. STANDARDS

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 as far as may be necessary for purposes of such performance.
- 5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. PATENT RIGHTS

- 6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.
- 6.2 When a supplier developed documentation / projects for the municipality / municipal entity, the intellectual, copy and patent rights or ownership of such documents or projects will vest in the municipality / municipal entity.

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:
 - 7.3.1 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
 - 7.3.2 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.

8. INSPECTIONS, TESTS AND ANALYSES

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution

or on completion be subject to inspections tests and analysis, the bidder or contractor's premises shall be open, at all reasonable hours, for inspection by a representative of the purchaser or an organization acting on behalf of the purchaser.

- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in 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 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract goods may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected 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.

9. PACKING

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

10. DELIVERY

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

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11. INSURANCE

The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified.

12. TRANSPORTATION

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

13. INCIDENTAL

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

- 13.1.1 performance or supervision of on-site assembly and/or commissioning of the supplied goods;
- 13.1.2 furnishing of tools required for assembly and/or maintenance of the supplied goods;
- 13.1.3 furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
- 13.1.4 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
- 13.1.5 training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

14. SPARE PARTS

14.1 As specified, 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:

- 14.1.1 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;
- 14.1.2 in the event of termination of production of the spare parts:
 - 14.1.2.1 advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
 - 14.1.2.2 following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. WARRANTY

15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.

15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment

from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.

- 15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- 15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified, 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.

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 by the purchaser no later than thirty (30) days after submission of an invoice, statement or claim by the supplier.
- 16.4 Payment will be made in Rand unless otherwise stipulated.

17. PRICES

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

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

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

The supplier shall notify the purchaser in writing of all subcontracts awarded under this contract, if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the 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

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- penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 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 supplies 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 without the application of penalties.
- 21.5 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the 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**
- 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:
- 23.1.1 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;
- 23.1.2 if the Supplier fails to perform any other obligation(s) under the contract; or
- 23.1.3 if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.
- 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 purchase 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:
- 23.6.1 the name and address of the supplier and / or person restricted by the purchaser;
- 23.6.2 the date of commencement of the restriction
- 23.6.3 the period of restriction; and
- 23.6.4 the reasons for the restriction.
- 23.7 These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.
- 23.8 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.
- 24. ANTI-DUMPING AND COUNTERVAILING DUTIES AND RIGHTS**
- When, after the date of bid, provisional payments are required, or antidumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.
- 25. FORCE MAJEURE**
- 25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

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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

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,

27.4.1 the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and

27.4.2 the purchaser shall pay the supplier any monies due for goods delivered and / or services rendered according to the prescripts of the contract.

28. LIMITATION OF LIABILITY

28.1 Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6;

28.1.1 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

28.1.2 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

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

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.

33. TRANSFER OF CONTRACTS

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

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.

36. *General Conditions of Contract (revised July 2010)*

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6. GENERAL CONDITIONS OF TENDER

1. GENERAL

1.1 All bids must be submitted in **handwriting and in non-erasable (black or blue) ink** on the official forms supplied by the municipality.

1.1.1 Under no circumstances, whatsoever may the bid forms be retyped or redrafted.

1.2 Subject to the provisions of clause 1.3 of this document, no alterations / corrections to the information in the document (including pricing) may be performed by pasting another page over it with glue.

1.2.1 The use of correction fluid / tape is prohibited.

1.3 Notwithstanding the provisions of clause 1.2 of this document, alterations and/or corrections may only be effected as follows:

1.3.1 By striking a straight line in black ink through the incorrect information in such a manner that the information that has been struck through remains legible; writing, the altered or corrected information as appropriate (under, above or next to the information to be corrected), and initialling in the margin next to each and every alteration or correction.

1.3.2 All corrections/alterations to the Pricing Schedule / Bill of Quantities (BoQ) and / or any pricing not effected in accordance with clause 1.3.1 above, will be rejected.

1.4 Bids submitted must be complete in all respects.

1.4.1 The bidder is advised to check the number of pages and to satisfy himself that none are missing or duplicated.

1.4.2 The bidder must ensure that his/her bid document is securely bound.

1.4.2.1 All supporting documents must be submitted by either stapling it to the relevant form in the bid document, or by submitting a bound annexure containing all supporting documents.

1.4.2.2 The Municipality will not take any responsibility for missing / lost pages, in cases where the bidder submit loose pages (not securely attached to the bid document or annexure with supporting documents).

2. PRICING

2.1 Rates and prices offered by the bidder must be written onto the pricing schedule or form of offer of this document by hand, completed in full and originally signed by the duly authorised signatory.

2.2 All prices shall be quoted in South African currency, and be **INCLUSIVE of Value Added Tax (VAT)**.

2.3 Bid prices must include all expenses, disbursements and costs (e.g. transport, accommodation etc.) which may be required for the execution of the bidder's obligations in terms of the Contract. Bid prices shall cover the cost of all general risks, liabilities and obligations set forth or implied in the Contract, as well as overhead charges and profit (in the event that the bid is successful), unless otherwise specified.

2.4 All bid prices will be final and binding.

2.5 A bid will not be invalidated if the amount in words and the amount in figures do not correspond, in which case the amount in words shall be read out at the bid opening and shall be deemed to be the bid amount; therefore, where there is a discrepancy between the amount in figures and the amount in words, the amount in words shall apply

2.6 Where the value of an intended contract will exceed

R1,000,000.00 (R1 million) it is the bidder's responsibility to be registered with the South African Revenue Service (SARS) for VAT purposes in order to be able to issue tax invoices. The municipality will deem the price above R 1 000 000,00 (R1 million) to be VAT inclusive even if it is indicated that no VAT is charged. Please ensure that provision is made for VAT in these instances.

2.6.1 The amended Value-Added Tax Act requires that a Tax Invoice for supplies in excess of R3,000 should, in addition to the other required information, also disclose the VAT registration number of the recipient, with effect from 1 March 2005. The VAT registration number of the Overstrand Municipality is 4140106396.

2.6.2 If a bidder becomes a registered VAT vendor during the contract period, the prices/rates as per the initial award will be considered to be inclusive of VAT and no price adjustment(s) will be allowed.

3. FORWARD EXCHANGE RATE COVER

3.1 In the event of price(s) based on the exchange rate, the successful bidder(s) will be required to obtain exchange rate cover in order to protect the Municipality against exchange rate variations.

3.2 The bidder must provide proof of forward exchange rate cover within 14 days after an order was placed.

3.3 If proof that forward exchange rate cover was taken out within 14 days after the order was placed but is not submitted to the Municipality along with the invoice, the contract price adjustment will not be accepted and the contract may be cancelled.

4. SUBMITTING A BID:

4.1 Sealed bids, with the **"Bid Number and Title"** clearly endorsed on the envelope, must be deposited in the relevant **bid box** as indicated in the notice of the bid, **on or before the closing date and time** of the bid.

4.1.1 Any bid received without the **"Bid Number and / or Title"** clearly endorsed on the envelope will not be opened and read out during the bid opening session and will not be considered

4.2 The bid boxes are at the entrance of the Main Cash Hall, Hermanus Municipal Offices, 1 Magnolia Avenue, Hermanus.

4.3 A specific bid box is provided for each bid to be deposited into and no bid will be considered which, subsequent to the closing date and time for that specific bid, is found in another box.

4.4 The bid box deposit slot is 28cm x 2.5cm.

4.5 Mailed, telegraphic, e-mailed or faxed bids **will not be accepted**.

5. BID OPENING

5.1 Bids shall be opened in public at the Hermanus Municipal Offices as soon as possible subsequent to the closing time for the receipt of bids.

5.2 Where practical, prices will be read out at the time of opening bids.

5.3 The Municipality will record in a register (which is open to public inspection) and publish on its website, the details of bids received by the closing date and time.

5.4 Any bid received after the appointed time for the closing of bids **shall not be considered** but shall be filed unopened with the

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other bids received, which bid(s) can be returned to the bidder at his request and cost.

6. EVALUATION AND ADJUDICATION CRITERIA:

- 6.1 Relevant specifications;
- 6.2 Value for money;
- 6.3 Capacity and capability of bidders to execute the contract;
- 6.4 PPPFA & associated regulations; and
- 6.5 Any other objective criteria.

7. REQUIREMENTS OF A VALID BID:

- 7.1 The following duly completed documents and / or information must be submitted with the submission of the bid. Failure to comply with this requirement will invalidate the bid. The bid will not be considered and no further correspondence will be entered into with regard to the following matters:
 - 7.1.1 The tender has not been completed in non-erasable handwritten ink,
 - 7.1.2 Non-submission of a valid Tax Clearance Certificate and / or PIN,
 - 7.1.3 Incomplete Pricing Schedule or Bill of Quantities,
 - 7.1.4 A Form of Offer not signed in non-erasable ink,
 - 7.1.5 Bid submissions with material alterations / corrections not in compliance with Clause 1.2 and 1.3 above will be rejected.
- 7.2 The Municipality may, after the closing date, request additional information or clarification of tenders in writing, which will include the following:
 - 7.2.1 To obtain a copy of the most recent municipal account(s) from the recommended bidder;
 - 7.2.2 To clarify or verify pricing where the prices are unclear or an obvious mistake has been detected, e.g. a total price was given instead of a unit price or vice versa;
 - 7.2.3 To obtain the personal income tax number(s) from the recommended bidder;
 - 7.2.4 To obtain a valid Tax Clearance Certificate and / or PIN if the certificate has expired or become inactive after the closing date of the tender;
 - 7.2.5 To clarify or obtain outstanding information on the MBD 6.2 form if incomplete or partially completed.
 - 7.2.6 To obtain a valid letter of good standing from the Workmen's Compensation Commissioner, the latest assessment and proof of payment thereof;
 - 7.2.7 To obtain a valid and original B-BBEE certificate or sworn affidavit to verify preference points claimed by a bidder where the bidder submitted only a copy of the B-BBEE certificate or sworn affidavit with the bid submission.
 - 7.2.7.1 If a bidder fails to submit a B-BBEE certificate or a sworn affidavit with the bid submission, the Municipality will not request or allow the bidder to submit it afterwards.

8. TEST FOR RESPONSIVENESS:

- 8.1 A Bid will be considered non-responsive if:
 - 8.1.1 the bid is not in compliance with the specifications;
 - 8.1.2 the bidder has not fully completed and signed where required, all the returnable documents as listed in the bid document; and/or
 - 8.1.3 the bidder has failed to clarify or submit any supporting documentation within 3 business days of being requested to do so in writing.
- 8.2 The Municipality reserves the right to accept or reject:

- 8.2.1 any variation, deviation, bid offer, or alternative bid offer; may cancel the bidding process and reject all bid offers at any time before the formation of a contract. The MUNICIPALITY shall not accept or incur any liability to a bidder for such cancellation and/or rejection, and will only provide written reasons for such action upon receipt of a written request to do so;
- 8.2.2 a bid offer which does not, in the Municipality's opinion, materially and/or substantially deviate from the terms, conditions and specifications of the bid document.
- 8.2.3 the whole bid or part of a bid or any item or part of any item, or to accept more than one bid (in the event of a number of items being offered), and the Municipality is not obliged to accept the lowest or any bid.
- 8.3 The Municipality has the right to summarily disqualify any bidder who, either at the date of submission of a bid or at the date of its award, is indebted to the Municipality in respect of any municipal rates and taxes or municipal service charges for more than three months. However, an agreement signed by the bidder whereby the bidder agrees that a percentage or fixed amount at the discretion of the municipality, be deducted from payments due to him/her for this bid, until the debt is paid in full, will also be accepted by the Municipality.

9. INCORRECT INFORMATION

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

10. WITHDRAWAL OF BID DURING AND AFTER THE SCM PROCESS:

- 10.1 When a bidder withdraws his/her bid during the SCM bidding process, it must be in writing, prior to the award of the bid, of which Overstrand holds the right to accept or reject with or without a claim for any damages.
- 10.2 When a bidder withdraws or cancels the contract after award of the bid to the particular winner of the bid, the awarded bidder will be held responsible for any damages or administrative expenses incurred prior to the award of the bid.

11. INVOICES

- 11.1 All invoices must be forwarded to the following address:
Overstrand Municipality
PO Box 20
Hermanus, 7200

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11.2 Legal requirements for invoices

Please ensure that your tax invoices complies with the requirements as stipulated by SARS (VAT Act No 89 of 1991), i.e.:

11.2.1 Ordinary invoice (not VAT Registered)

- (a) The word '**INVOICE**' to be displayed in a prominent place
- (b) Official invoice number and date of transaction
- (c) Trade name, legal name, registration number (if any) and address of supplier
- (d) The Official order number of Overstrand Municipality is compulsory – non-compliance will result in non-payment
- (e) The Municipality's name and postal address (PO Box 20, Hermanus, 7200)
- (f) Accurate description of goods and / or services supplied / provided.
- (g) Unit of measurement of goods or services supplied
- (h) Price

11.2.2 VAT/Tax invoice (VAT registered) An example of a valid Tax Invoice is attached as **Annexure C**.

- (a) Word '**TAX INVOICE**' to be displayed in a prominent place
- (b) Trade, legal name and registration number(if any) of supplier
- (c) Address and VAT number of supplier
- (d) The official invoice number and date of invoice
- (e) The Official order number of Overstrand Municipality is compulsory – non-compliance will result in non-payment
- (f) The Municipality's name and postal address (PO Box 20, Hermanus, 7200) and VAT registration number (4140106396)
- (g) Accurate description of goods and / or services supplied / provided.
- (h) Unit of measurement of goods or services supplied
- (i) Price and VAT amount

12. PAYMENT TERMS

- 12.1 It is the policy of the Overstrand Municipality to pay all creditors by means of electronic bank transfers.
- 12.2 Creditors will be paid within 30 days after receipt of an invoice and statement for the month in question, detailing all invoices during that month and reflecting the total amount due by the Municipality. In exceptional circumstances, the Municipality may, at its discretion, deviate from the above.
- 12.3 In order to qualify for a weekly payment, a supplier must be registered as a **Survivalist Enterprise / Micro Enterprise**¹ on the Municipality's supplier database. It must however be noted, that a weekly payment is not a right in terms of this Policy. Survivalist and Micro enterprises may request such payments which may then be made at the discretion of the Municipality. These weekly payments will be reviewed after a period of 12 months of doing business with the Municipality, as it may be assumed that the enterprise will, by that stage be self-sustainable. It is the obligation of the supplier to arrange earlier payments with the creditors department.

13. PRECEDENCE OF TERMS AND CONDITIONS

- 13.1 Precedence of terms and conditions in documentation during the bidding process and after award, resulting in an formal agreement:
 - 13.1.1 The following legislative and legal precedence will apply to documentation during the bidding process subsequent to the award of a bid to a bidder:
 - 13.1.1.1 Municipal Financial Management Act 56 of 2003
 - 13.1.1.2 Municipal Supply Chain Management Regulations
 - 13.1.1.3 Supply Chain Management policy
 - 13.1.1.4 Specifications of the bid document
 - 13.1.1.5 Special Conditions of Contract
 - 13.1.1.6 General Conditions of Contract
 - 13.1.1.7 Service Level Agreements/ Service Delivery Agreements
 - 13.1.1.8 Memorandum of Understanding/ Memorandum of Agreements

¹ SURVIVALIST ENTERPRISES / MICRO ENTERPRISES ARE DEFINED **Micro enterprises** are very small businesses, often involving only the owner, some family members and at the most one or two paid employees. They usually lack 'formality' in terms of business licenses, value-added tax (VAT) registration, formal business premises, operating permits and accounting procedures. Most of them have a limited capital base and only rudimentary technical or business skills among their operators. However, many micro enterprises advance into viable small businesses. Earning levels of micro enterprises differ widely, depending on the particular sector, the growth phase of the business and access to relevant support.

AS FOLLOWS:

Survivalist enterprises are generally defined as businesses set up by people unable to find a paid job or get into an economic sector of their choice. Income generated from these activities usually falls far short of even a minimum income standard, with very little capital invested, virtually no skills training in the particular field and only limited opportunities for growth into a viable business. This category is characterised by poverty and the attempt to survive.

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7. MBD 4 – DECLARATION OF INTEREST

1. No bid will be accepted from persons in the service of the state².
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority and/or take an oath declaring his/her interest.
3. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid:

3.1.	Full name of bidder or his or her representative				
3.2.	Identity number				
3.3.	Position occupied in the company (director, shareholder ³ etc.)				
3.4.	Company registration number				
3.5.	Tax reference number				
3.6.	VAT registration number				
3.7.	Are you presently in the service of the state?	Yes		No	
3.7.1.	If so, furnish particulars:				
3.8.	Have you been in the service of the state for the past twelve months?	Yes		No	
3.8.1.	If so, furnish particulars:				
3.9.	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	
3.9.1.	If so, furnish particulars:				
3.10.	Are you aware of any relationship (family, friend, other) between a bidder and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid?	Yes		No	
3.10.1.	If so, furnish particulars:				
3.11.	Are any of the company's directors, managers, principal shareholders or stakeholders in the service of the state?	Yes		No	
3.11.1.	If so, furnish particulars:				

² MSCM Regulations: "in the service of the state" means to be –

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

³ "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.



3.12.	Is any spouse, child or parent of the company's directors, managers, principal shareholders or stakeholders in the service of the state?	Yes		No	
3.12.1.	If so, furnish particulars:				
3.13.	Do you or any of the directors, trustees, managers, principal shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract?	Yes		No	
3.13.1.	If so, furnish particulars:				
3.14.	Please provide the following information on ALL directors / shareholders / trustees /members below:				
	full name and surname	identity number	personal income tax number	Provide State ⁴ employee number (Only to be completed if in the service of the State)	

NB:

- PLEASE ATTACH CERTIFIED COPY(IES) OF ID DOCUMENT(S)
- PLEASE PROVIDE PERSONAL INCOME TAX NUMBERS FOR ALL DIRECTORS / SHAREHOLDERS / TRUSTEES / MEMBERS, ETC.

4. DECLARATION

I, the undersigned (name) _____, certify that the information furnished in paragraph 3 above is correct.

I accept that the state may act against me should this declaration prove to be false.

SIGNATURE		DATE	
NAME OF SIGNATORY			
POSITION			
NAME OF COMPANY			

⁴ **MSCM Regulations: "in the service of the state" means to be –**

- a member of –
 - any municipal council;
 - any provincial legislature; or
 - the National Assembly or the National Council of Provinces;
- a member of the board of directors of any municipal entity;
- an official of any municipality or municipal entity;
- 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);
- a member of the accounting authority of any national or provincial public entity; or
- an employee of Parliament or a provincial legislature.



8. MBD5 – DECLARATION FOR PROCUREMENT ABOVE R10 MILLION (VAT INCLUDED)

For all procurement expected to exceed R10 million (VAT 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 a municipality 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 a municipality 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				
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		
NAME (PRINT)				
CAPACITY				
NAME OF FIRM				



9. MBD 6.1 – PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS

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

NB:

Before completing this form, bidders must study the general conditions, definitions and directives applicable in respect of B-BBEE, as prescribed in the Preferential Procurement Regulations, 2017.

1. GENERAL CONDITIONS

- 1.1. The following preference point systems are applicable to all bids:
 - 1.1.1. the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
 - 1.1.2. the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).
- 1.2. The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable.
- 1.3. Preference points for this bid shall be awarded for:
 - 1.3.1. Price; and
 - 1.3.2. B-BBEE Status Level of Contribution.
- 1.4. The maximum points for this bid are allocated as follows:

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

- 1.5. Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.
- 1.6. The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

2. DEFINITIONS

- 2.1. **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- 2.2. **“B-BBEE status level of contributor”** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- 2.3. **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;
- 2.4. **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003) as amended by Act No 46 of 2013;
- 2.5. **“EME”** means an Exempted Micro Enterprise as defined by Codes of Good Practice issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- 2.6. **“functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents;
- 2.7. **“prices”** includes all applicable taxes less all unconditional discounts;
- 2.8. **“proof of B-BBEE status level of contributor ”** means:
 - 2.8.1. Original B-BBEE Status level certificate issued by an authorized body or person or a certified copy thereof;



- 2.8.2. An original sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
- 2.8.3. Any other requirement prescribed in terms of the B-BBEE Act;
- 2.9. “QSE” means a Qualifying Small Enterprise as defined by Codes of Good Practice issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act,
- 2.10. “rand value” means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;
- 2.11. “sub-contract” means the primary contractor’s assigning, leasing, making out work to, or employing.

3. POINTS AWARDED FOR PRICE

3.1. THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

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

$$P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right) \quad \text{or} \quad P_s = 90 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

Where:-

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

4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTION

- 4.1. In terms of Regulation 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

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

5. BID DECLARATION

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

5.1.1.	B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1	
5.1.2.	B-BBEE Status Level of Contributor	
5.1.3	Points claimed in respect of Level of Contribution (maximum of 10 or 20 points)	

- 5.2. (Points claimed in respect of paragraphs 5.1 and 6.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS, or an original sworn affidavit where applicable.)



6. SUB-CONTRACTING

6.1.	Will any portion of the contract be sub-contracted? (Tick applicable box)	Yes		No	
	If yes, indicate:				
i.	what percentage of the contract will be subcontracted	%			
ii.	the name of the sub-contractor				
iii.	the B-BBEE status level of the sub-contractor				
iv.	whether the sub-contractor is an EME or QSE (Tick applicable box)	Yes		No	
v.	Specify, by ticking the appropriate box, if sub-contracting with an enterprise in terms of Preferential Procurement Regulations, 2017:				
	Designated Group: An EME or QSE which is at least 51% owned by:	EME	QSE		
		√	√		
a.	Black people				
b.	Black people who are youth				
c.	Black people who are women				
d.	Black people with disabilities				
e.	Black people living in rural or underdeveloped areas or townships				
f.	Cooperative owned by black people				
g.	Black people who are military veterans				
	OR				
h.	Any EME				
i.	Any QSE				

7. DECLARATION WITH REGARD TO COMPANY/FIRM

7.1.	Name of company/firm			
7.2.	VAT registration number			
7.3.	Company registration number			
7.4.	TYPE OF COMPANY/FIRM (Tick applicable box)	Partnership / Joint Venture / Consortium		
		One person business / sole proprietor		
		Close Corporation (CC)		
		Company ((Pty) Ltd. / Ltd.)		
		Company (Ltd.)		
7.5.	Describe principal business activities			



7.6.	Company Classification (Tick applicable box)	Manufacturer	
		Supplier	
		Professional service provider	
		Other service providers, e.g. transporter, etc.	
7.7.	Municipal information		
i.	Municipality where business is situated		
ii.	Registered municipal account number		
iii.	Stand number		
7.8.	Total number of years the company/firm has been in business		

7.9. I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBEE status level of contributor indicated in paragraphs 1.4 and 5.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- 7.9.1. The information furnished is true and correct;
- 7.9.2. The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- 7.9.3. In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 5.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- 7.9.4. If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - a) disqualify the person from the bidding process;
 - b) recover costs, losses or damages it has incurred or suffered as a result of that person’s conduct;
 - c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - d) recommend that the bidder 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.

SIGNATURE OF BIDDER(S):			
WITNESS 1:		WITNESS 2:	
DATE:			
ADDRESS:			



11. 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:
 - 3.1. abused the municipality’s / municipal entity’s supply chain management system or committed any improper conduct in relation to such system;
 - 3.2. been convicted for fraud or corruption during the past five years;
 - 3.3. willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
 - 3.4. 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.

4.1	Is the bidder or any of its directors listed on the National Treasury’s database as a company or person prohibited from doing business with the public sector? <i>(Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the audi alteram partem rule was applied).</i>	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)? <i>(To access this Register enter the National Treasury’s website, www.treasury.gov.za, click on the icon “Register for Tender Defaulters” or submit your written request for a hard copy of the Register to facsimile number (012) 3265445).</i>	Yes	No
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes	No
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
4.5.1	If so, furnish particulars:		

5. 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:		NAME (PRINT):	
CAPACITY:		DATE:	
NAME OF FIRM:			



12. MBD 9 – CERTIFICATE OF INDEPENDENT BID DETERMINATION

- | | |
|--|---|
| <ol style="list-style-type: none"> 1. This Municipal Bidding Document (MBD) must form part of all bids 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).⁵ Collusive bidding is a <i>per se</i> 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: <ol style="list-style-type: none"> 3.1. take all reasonable steps to prevent such abuse; | <ol style="list-style-type: none"> 3.2. 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 3.3. 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: |
|--|---|

CERTIFICATE OF INDEPENDENT BID DETERMINATION:

In response to the invitation for the bid made by:

OVERSTRAND MUNICIPALITY

I, the undersigned, in submitting the accompanying bid, hereby make the following statements that I certify to be true and complete in every respect:

- | | |
|--|---|
| <ol style="list-style-type: none"> 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: <ol style="list-style-type: none"> 5.1. has been requested to submit a bid in response to this bid invitation; 5.2. could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and 5.3. 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 consortium⁶ will not be construed as collusive bidding. 7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding: <ol style="list-style-type: none"> 7.1. prices; 7.2. geographical area where product or service will be rendered (market allocation) 7.3. methods, factors or formulas used to calculate prices; 7.4. the intention or decision to submit or not to submit, a bid; 7.5. the submission of a bid which does not meet the specifications and conditions of the bid; or 7.6. bidding with the intention not to win the bid. | <ol style="list-style-type: none"> 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		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			

⁵ 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.

⁶ 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.



13. MBD 15 – CERTIFICATE FOR PAYMENT OF MUNICIPAL SERVICES

DECLARATION IN TERMS OF PARAGRAPH 38(1)(d)(i) OF THE SUPPLY CHAIN MANAGEMENT POLICY OF THE OVERSTRAND MUNICIPALITY (To be signed in the presence of a Commissioner of Oaths)

I, _____, _____ (full name and ID no.), hereby acknowledge that the Municipality may reject the tender of the tenderer if any municipal rates and taxes or municipal service charges owed by the bidder or any of its directors/members/partners to the Overstrand Municipality, or to any other municipality or municipal entity, are in arrears for more than 3 (three) months.

I declare that I am duly authorised to act on behalf of _____ (name of the firm) and hereby declare, that to the best of my personal knowledge, neither the firm nor any director/member/partner of said firm is in arrears on any of its municipal accounts with any municipality in the Republic of South Africa, for a period longer than 3 (three) months.

I further hereby certify that the information set out in this schedule and/or attachment(s) hereto is true and correct. The bidder acknowledges that failure to properly and truthfully complete this schedule may result in the tender being disqualified, and/or in the event that the tenderer is successful, the cancellation of the contract.

PHYSICAL BUSINESS ADDRESS(ES) OF THE TENDERER	MUNICIPAL ACCOUNT NUMBER

Further details of the bidder’s director(s) / shareholder(s) / partner(s) / member(s), etc.:

Director / partner / member	Physical residential address of the director / partner / member	Municipal account number(s)

PLEASE NOTE:

1. Copies of all municipal accounts, not older than 3 months, to be submitted with the bid.
2. If the entity or any of its directors/shareholders/partners/members, etc. rents/leases premises a copy of the rental/lease agreement is to be submitted with this bid.

Signature	Position	Date

<p style="text-align: center;">COMMISSIONER OF OATHS</p> <p>Signed and sworn to before me at _____, on this _____ day of _____ 20____</p> <p>by the deponent, who has acknowledged that he/she knows and understands the contents of this affidavit, it is true and correct to the best of his/her knowledge and that he/she has no objection to taking the prescribed oath, and that the prescribed oath will be binding on his/her conscience.</p> <p>COMMISSIONER OF OATHS:-</p> <p>Signature: _____</p> <p>Print _____ name: _____</p>	<p>Apply official stamp of authority on this page:</p>
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14. MBD 16 – KEY PERFORMANCE INDICATORS

1. KEY PERFORMANCE INDICATORS (KPIs)			
1.1.	Work(s) performed / goods delivered within timeframes specified		
1.2.	Work(s) performed / goods delivered within financial framework specified		
1.3.	Acceptable quality of work(s) performed / goods delivered		
<p>I / We acknowledge that I / we am / are fully acquainted with the abovementioned Key Performance Indicators (KPIs) applicable to this tender / contract as stipulated by the Municipality and that I / we accept these Key Performance Indicators (KPIs) in all respects.</p> <p>I / We furthermore confirm I / we satisfied myself / ourselves as to the corrections and validity of my / our tender: that the price quoted cover all the work / item(s) specified in the tender document and that the price cover all my / our obligations under a resulting contract and that I / we accept that any mistake(s) regarding price and calculations will be at my / our risk.</p>			
SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			
WITNESS 1		WITNESS 2	



15. SECTION 37(2) OF THE OCCUPATIONAL HEALTH AND SAFETY ACT, NO 85 OF 1993

INTRODUCTION

In terms of section 16(1) of the Occupational Health and Safety Act, 1993 (Act 85 of 1993) the Chief Executive Officer is responsible as far as is reasonably practicable to ensure that the duties of his employer as contemplated in the Act are properly discharged. This responsibility is also, in terms of section 37(2) of the Act, extended to include a mandatory that performs work on behalf of the employer on his/her premises.

A "mandatory" is defined in the said Act as: - "Including an agent, contractor or subcontractor for work, but without derogating from his status in his own right as an employer or user"

In terms of Section 37(2), read with section 41, of the said Act, it is legally possible for an employer to indemnify himself from this responsibility or liability regarding the actions of the mandatory. Section 37(2) stipulates that there should be a written agreement in place

between the employer and the mandatory regarding the arrangements and procedures between them to ensure compliance by the mandatory with the provisions of the Occupational Health and Safety Act, 1993.

By ensuring that there is a written agreement in place, the management of Overstrand Municipality is acting in a responsible manner, so as to ensure that this requirement is indeed being met.

In order to ensure that this written agreement is honoured at all times, regular inspections of work that is in the process of being executed will be conducted and if found not to be in compliance with the said agreement, a notice of non-compliance will be issued. All work will be stopped, reasons for non-compliance must be given including the corrective action that will be taken to rectify the situation must be stipulated.

COMPENSATION FOR OCCUPATIONAL INJURIES AND DISEASES ACT, 1993 (ACT 130 OF 1993)	
Overstrand Municipality has legal duty in terms of Section 89 of the said Act to ensure that all contractors with whom agreements are entered into for the execution of work are registered as employers in accordance with the provisions of this Act and that all the necessary assessments have been paid by the contractor. In order to enter into this agreement, the following information is needed regarding the above-mentioned:	
Contractor's registration number with the office of the Compensation Commissioner:	
NOTE: A copy of the latest receipt together with a copy of the relevant assessment OR a copy of a valid Letter of Good Standing to be handed in, in this regard.	

WRITTEN AGREEMENT

This is a written agreement between

OVERSTRAND MUNICIPALITY

And

(Name of the MANDATARY)

in terms Section 37(2) of the Occupational Health and Safety Act, 1993 (Act 85 of 1993) as amended.

I, _____,

representing the MANDATARY do hereby acknowledge that _____

(mandatory) is an employer in its own right with duties as prescribed in the Occupational Health and Safety Act, 1993 (Act 85 of 1993) as amended and agree to ensure that all work that will be performed, any article or substance that will be produced, processed, used, handled, stored or transported and plant and machinery that will be used, will be done in accordance with the provisions of the said Act.

I furthermore agree to comply with the Health and Safety requirements and to liaise with the Municipality should I, for whatever reason, be unable to perform in terms of this Agreement.

SIGNED ON BEHALF OF MANDATORY			
DATE:		PLACE:	
PRINT NAME:			
CAPACITY:			
SIGNATURE:			
SIGNED ON BEHALF OF THE MUNICIPALITY			
DATE:		PLACE:	
PRINT NAME:			
CAPACITY:			
SIGNATURE:			



16. INDEMNITY

Given by (name of company) _____
 of (registered address of company) _____
 a company with limited liability registration number _____
 registered in terms of Laws of the Republic of South Africa (hereinafter the contractor), represented by
 (name of representative) _____
 in his capacity as (designation) _____
 of the contractor, and duly authorised by a resolution dated _____/20_____.

WHEREAS the contractor entered into a contract with the municipality dated _____/20_____.

AND WHEREAS the Municipality requires an indemnity from the contractor.

NOW THEREFORE the contractor hereby indemnifies and holds harmless the Municipality in respect of all loss and/or damage that may be incurred or sustained by the contractor by reason of or in any way arising out of or caused by operations that may be carried out by the contractor in connection with the aforementioned contract; and also in respect of all claims that may be instituted against the Municipality in consequence of such operations, by reason of or in any way arising out of any accidents or damage to life or property or any other cause whatsoever including all legal fees and costs that may be incurred by the Municipality in examining, resisting or settling any such claims.

SIGNATURE OF CONTRACTOR:	
DATE:	
SIGNATURE OF WITNESS 1:	
DATE:	
SIGNATURE OF WITNESS 2:	
DATE:	



PART B – SPECIFICATIONS AND PRICING SCHEDULE

17. SPECIFICATIONS

1. INTRODUCTION / BACKGROUND

Tenders are hereby invited from suitably qualified and experienced law firms employing admitted attorneys, conveyancers and notaries (the latter where applicable) to tender for the rendering of professional legal and advisory services to the Overstrand Municipality (“the Municipality”) as required from time to time for a period ending 30 June 2023.

The Municipality intends to establish a panel of attorneys comprising of sub – panels to render legal and advisory services in respect of the various categories of services as set out herein. The allocation of work will be issued as and when required from time to time. No assurance is given that any service provider on the panel will receive instructions during the term of the contract.

2. SCOPE

- 2.1. Services required will be divided into the following 9 (nine) areas of law, each with its own sub – categories, specifications and requirements. All areas of law include services related to Magistrate and High Court litigation, Labour Law, dispute resolution matters, as well general and specialist conveyancing and notarial services which includes conveyancing and notarial services pertaining to low cost housing.
- 2.2. Prospective bidders will be required to indicate applicable rates as charged by the firm as per the pricing schedule included in this tender. Bidders may provide pricing on any or all of the category of services indicated and evaluation will be done per category on the pricing schedule.
- 2.3. Prospective bidders may tender for any or all of the categories of legal and advisory services required and must ensure that all the requirements of relevant legislation are adhered to throughout the contract period. The 80/20 point system of the Supply Chain Management Policy of the Overstrand Municipality, as amended from time to time, will be applicable and scoring will be done accordingly.
- 2.5 General Legal and advisory services:

General legal services are required in the following categories of service:

2.5.1 Public and Municipal Law Services

The Municipality requires the services of law firms who have extensive capacity and experience in Public and Municipal Law.

2.5.2 Town Planning and Environmental Law Services

The Municipality requires the services of law firms who have extensive capacity and experience in town planning and environmental law.

2.5.3 Building and Construction Law Services

The Municipality requires the services of law firms who have extensive capacity and experience in building and construction law matters.

2.5.4 Labour Law Services

The Municipality requires the services of law firms who have extensive capacity and experience in labour law matters.

2.5.5 Supply Chain Management Law Services

The Municipality requires the services of law firms who have extensive capacity and experience in supply chain management matters.

Signature		Name (print)	
Capacity		Date	
Name of firm			

2.5.6 **Eviction Services**

The Municipality requires the services of law firms who have experience in eviction matters. In these matters the Municipality is either one of the respondents for the purpose of emergency housing provision in a matter between private parties or an applicant for the eviction of an occupant(s) from municipal property.

2.5.7 **Debt Collection Services**

The Municipality requires the services of law firms to attend to debt collection services, but only after a notice of intention to defend has been issued and served on the Municipality, to ensure that monies due and payable to the Municipality are duly collected. This service shall also include taking the necessary actions against debtors placed under administration or debt review and deceased estate collections and act on behalf of the Municipality in business rescue and liquidation matters and executions and deregistration/re-registration of legal entities where the Municipality has a vested interest.

2.5.8 **Property Law, Conveyancing and Notarial Registration Services: Low Cost housing**

The Municipality requires conveyancing and notarial registration services pertaining to low cost housing, which includes, but are not limited to,

- a) Registration of General Plans and/or servitudes and other real rights in the Deeds Office;
- b) Registration and/or cancellation of bonds in favour of the Municipality;
- c) Registration of low cost housing transactions allocated to approved beneficiaries, which includes, but is not limited to the drafting and signing of deeds/sale agreements and other documents necessary to effect transfer; preparation and lodgement of deeds at the Deeds Office.
- d) Monthly reporting on progress with transfers.

2.5.9 **Property Law, Conveyancing and Notarial Registration Services: General and Specialised**

The Municipality requires general and specialist conveyancing and notarial services which includes, but are not limited to:

- a) Drafting of contracts, where applicable;
- b) Registration of transfer of immovable property (General Conveyancing), including vesting transfers in terms of section 16 to 31 of the Deeds Registry Act ("the Act") and exchange transfers;
- c) Cancellation of bonds in favour of the Municipality;
- d) Drafting and registration of Certificates of Registered Titles;
- e) Drafting and registration Certificates of Consolidated title under section 40, Certificates of amended Title and Uniform Title under sections 41 and 42 and Certificates in terms of section 38 of the Act;
- f) Applications for endorsement(s) in terms of section 46 of the Act for the layout of a township or settlement;
- g) Applications for the issuing of a certified copy of a deed in terms of regulation 68(1);
- h) Drafting of notarial deeds of contracts and other documents and attending to the registration thereof;
- i) Communicating and engaging with the Office of the Surveyor – General, with regard to the metrication or amendment of any diagram or obtaining a copy of any diagram or certificate of remainder-including instructions;
- j) Attending to the upliftment of attachment interdicts in the Deeds Office;
- k) Attending to investigations in the Deeds Office, and other related matters.

Signature		Name (print)	
Capacity		Date	
Name of firm			

3. GENERAL

3.1. Contract period

The contract period will commence on the date of signing the contract or 1 July 2020, whichever date occurs last and will expire on 30 June 2023 with the proviso that all work not finalised by the end of the contract term be finalised as soon as possible thereafter on the same terms and conditions of this tender.

3.2. Validity period of tender

The tender shall remain irrevocably open for acceptance by the Municipality for a period of at least 90 (ninety) days calculated from the date of the closing of tenders.

Notwithstanding the above period the tender shall be deemed to remain valid until formal acceptance by the Municipality of an offer at any time after the minimum validity period, unless the Municipality is notified in writing of anything to the contrary by the bidder.

3.3. Implementation timetable

- 3.3.1. The Municipality will, within 5 (five) days from date of formal allocation of work to a successful bidder, furnish all the necessary documents/copies of the Municipality's file relating to the matter, in order to proceed with the instruction.
- 3.3.2. In the event of the successful bidder not receiving the above-mentioned documents/file within the time period stipulated, the relevant Manager/Senior Manager from which the instruction was received must be notified of this in writing.
- 3.3.3. The successful bidder shall at all times maintain and operate ICT capabilities as required by the Municipality and shall inform the Municipality within 24 (twenty four) hours of any breakdown or other issues which may impact email or telephonic communications between the successful bidder and the Municipality.
- 3.3.4. The minimum time period specified in the Rules of Court for the delivery of applications, notices and pleadings must be adhered to.
- 3.3.5. A file will be closed once the deliverables as set out in the instruction have been met.

4. EVALUATION AND ADJUDICATION

- 4.1. In the initial phase (Supply Chain Management and technical compliance) bidders will be screened for compliance with the bid specifications as well as submission of compulsory documentation. **Bidders who fail to comply with any of these requirements will be regarded as non – responsive.**
- 4.2. Thereafter the ability of bidders will be assessed in terms of functionality in terms of each category of service tendered for. This exercise will assess capacity of the bidder firm and experience of lead attorneys and key support staff as per Annexure A hereof. Bidders must score at least 70% in this assessment in order to be evaluated further.
- 4.3. **Bidders who do not comply with these requirements will be regarded as non – responsive.**
- 4.4. All successful bidders will be placed on an overall panel of service providers. The panel of service providers will comprise of a sub – panel for each category of service as listed in the Pricing Schedule. The service providers on the sub – panels will, depending on the nature of the services, be limited to a maximum of 5 (five) service providers for each category of service and will be selected based on the highest point scoring in each category of service. The maximum number of service providers per sub – panel will be determined by the Municipality in its own discretion.
- 4.5. Work will generally be allocated on a rotation basis with regard all categories of services to service providers on the respective sub – panels, with the exception of debt collection services. In terms of debt collection services work will be allocated to the highest scoring bidder on the basis that in many instances more than one account is handed over on the same property, and if handed over to several attorneys, it will cause additional administration, coordination, and consultation amongst attorneys, the continuity and effective management of the debt collection process will further be impacted. In the event that the service level agreement for debt collection work is terminated, and /

Signature		Name (print)	
Capacity		Date	
Name of firm			

or a conflict of interest arises, and / or a suspension of new instructions takes place on the grounds set forth in the service level agreement, the Municipality will allocate work to the second highest scoring bidder who tendered for the debt collection service.

- 4.6. The Municipality reserves the right to deviate from a strict rotation and to allocate work to any successful bidder from any segment of the sub - panel and reserve panels, after taking into account factors such as previous involvement in a matter, continuity, nature and complexity of the matter and when expertise and experience in a specific field of law is required, or in exceptional cases, to make appointments outside of the panels, to ensure that the best interest of the Municipality is served.

5. ELIGIBILITY CRITERIA

The evaluation of bids will be done in terms of compliance with the following criteria. Tenders that do not comply with all the criteria below will not be evaluated further.

Description of requirements	Please indicate with an "X" whether the offer complies with the requirements.		
	Yes	No	Comments and Attachments
5.1. Bidder must have fully capacitated law firm (offices) within the jurisdiction of the High Court of the Western Cape.			
5.2. Bidders must submit a memorandum setting out the capacity of the law firm, and the qualifications, and experience of each leading practitioner/attorney/conveyancer/notary and key support staff member in the law firm who offer the service in respect of any one or more of the categories of legal services required.			
5.3. Bidders bidding for both specialised and low cost housing conveyancing and notarial services must provide proof of access to deeds office search software (proof of license to be attached).			
5.4. Bidders bidding for both specialised and low cost housing conveyancing and notarial services must provide proof of access to conveyancing software (proof of licenses to be attached).			
5.5. In terms of provision of both specialised and low cost housing conveyancing and notarial services, the necessary proof of admission as a conveyancer and notary of the lead attorneys of bidding law firm must be provided.			
5.6. Bidders bidding for each of the category of services listed in this tender, with the exception of conveyancing and notarial services (specialised and /or low cost housing), must provide the necessary lead attorneys' proof of admission to appear in the High Court.			
5.7. Bidders bidding for each of the category of services listed in this tender above must provide proof of indemnity insurance of at least R5,000 000.00 (Five Million Rand)			
5.8. Bidders bidding for each of the category of services listed in this tender must provide certified copies of the admission certificates as attorney of the High Court for each lead attorney and their qualifications.			
5.9. Bidders for each of the category of services listed in this tender must provide certified copies of each lead attorney's fidelity fund certificate.			
5.10. Bidders bidding for each of the category of services must complete annexure A (which equates to a memorandum) in full to enable an assessment of the capacity and experience of each bidder. In the event that a bidder tenders for more than one category of service, a separate annexure A (which equates to a memorandum) must be completed for each category of service tendered for.			

Signature		Name (print)	
Capacity		Date	
Name of firm			

Description of requirements	Please indicate with an "X" whether the offer complies with the requirements.		
	Yes	No	Comments and Attachments
5.11 Bidders bidding for each of the category of services must complete Annexure B (Bidders reference) in full. In the event that a bidder tenders for more than one category of service, a separate annexure B (Bidders reference) must be completed for each category of service tendered for.			
5.12 Bidders for each of the category of services must provide a certificate of good standing from the applicable regulatory body.			

6. FUNCTIONALITY CRITERIA

It is required of bidders to submit a memorandum as per Annexure A setting out the capacity and level of experience as represented by the Lead Attorney/s listed in respect of each category of service tendered for. Please refer to the Pricing Schedule for the complete list of categories of service. It is the responsibility of bidders to ensure that sufficient information is submitted for such assessment. Please note that separate memoranda (Annexure A) must be submitted for each category of service tendered for. The memorandum must be detailed and contain a motivation for registration on the panel.

6.1 Contents of Memorandum – Annexure A

6.1.1 Bidder's capacity

The scoring of the bidder's capacity will be as set out below. In order to perform this assessment, a company/firm profile comprising at least of the following, must be attached to the memorandum as required in this tender: (A single profile per Bidder):

- (a) Name, physical and postal address and other contact details of bidder firm;
- (b) Registration number;
- (c) Firm structure (details of partners, associates, consultants, professional assistants, candidate attorneys;
- (d) Teams and technical / administrative support;
- (e) Service capacity (pertains to the category of service tendered for);
- (f) Focus and speciality areas of support staff;
- (g) Technology infrastructure and software programs / online law products;
- (h) Office infrastructure;
- (i) Office building/s and ownership / lease status;
- (j) Other relevant information in this category.

6.1.2 Qualifications and knowledge of Lead attorneys

For the purpose of this assessment, the Bidder will be required to attach the following information and support documentation to the memorandum:

- (a) Curriculum Vitae's for each of the Lead Attorney(s) who will be rendering the service must be provided to be comprised of not more than 4 (four) pages;
- (b) Certified copies of each of the Lead attorney(s) qualifications and admittance who will be rendering the service
- (c) Brief outline (200 words or less) of the issues considered to be pertinent to the rendering of the services in the area of speciality / category as tendered for.

Signature		Name (print)	
Capacity		Date	
Name of firm			

6.1.3 Experience of key support staff

For the purpose of the above assessment, the Bidder will be required to submit support documentation detailing the education, training, skills, and experience of other key technical and administrative support personnel in the area of speciality / category as tendered for.

6.1.4 Local Government Experience

- (a) The local government experience of Lead Attorney(s) in respect of each category of service tendered for (See Pricing Schedule) will be assessed as set out below.
- (b) For the purpose of this assessment, the bidder will be required to submit sufficient information and support documentation (if necessary) detailing the following:
 - (i) The lead attorney(s) specific experience with regard to local government matters relating to the area of speciality / category as tendered for.
 - (ii) List key examples of High Court and Magistrate Court litigation on behalf of local authorities, as well as other key work instructions performed for local authorities during the past three years. (The examples should only relate to the categories of services in respect of which a bid is submitted in terms of this tender).
 - (iii) List key work instructions performed for local authorities pertaining to conveyancing and notarial services (This pertains to low cost housing and specialist conveyancing and notarial services).
 - (iv) The variety of local government matters in which the Lead Attorney has knowledge of experience.

6.1.5 Social responsibility

The Bidder will have to participate in the social responsibility (community investment) initiatives of the Municipality if and where applicable and permitted in terms of all legislation applicable to the legal profession. In this regard, if successful, the bidder must liaise with the Municipality's Directorate: Economic & Social Development & Tourism.

6.2 Evaluation of Functionality criteria

A total score of 70% (63 points) must be achieved to proceed to the next level of evaluation.

In order to determine the overall experience of bidders, the scoring method as set out below will be used. An assessment will be made in respect of each of the categories of service tendered separately.

The Assessment shall be scored independently by not less than three evaluators.

6.2.1 FUNCTIONALITY CRITERIA – PUBLIC LAW AND MUNICIPAL LAW SERVICES				
	Description	Points attainable	Maximum points attainable	Points Awarded
A	Bidder's capacity – Assessment of facilities, organisation and staffing			
i	The proposed team is well integrated, most members have worked together extensively in the past (6 plus years). Teams have law related speciality areas. Facilities / Infrastructure are very good	20	20	
ii	Staff are well balanced i.e. they show good coordination, complimentary skills, support capacity, clear and defined duties and responsibilities. Some members of the project team have worked together for considerable time (3 – 5 years). Teams focus on certain law related areas. Facilities and infrastructure are good.	15		

Signature		Name (print)	
Capacity		Date	
Name of firm			

iii	The organisational chart is complete and detailed, the technical level and composition or the staffing arrangement is reasonable. Team members have worked together for short period (1 – 2 years). Facilities / Infrastructure are adequate. The Bidder does have litigation capacity and reasonable experience.	10		
iv	The organisation chart contains limited information, the staffing plan is weak in important areas. There is limited capacity / infrastructure and limited support staff. Limited litigation capacity. Team members have worked together for less than 1 year	5		
B	Lead Attorney qualifications			
i	Relevant NQF 9/10 Qualification	30	30	
ii	Relevant NQF 7/8 Qualification	20		
C	Lead Attorney public sector experience			
i	>10 years local government experience	20	20	
ii	8-10 years local government experience	15		
iii	4-7 years local government experience	10		
iv	1-3 years local government experience	5		
D	Experience of key support staff			
i	Other key Personnel have high levels of education, skills, training and experience (9 and more years).	20	20	
ii	Other key support staff have extensive levels of education, skills, training and experience (6 to 8 years).	15		
iii	Other key support staff have reasonable levels of education, skills, training and experience (3 to 5 years).	10		
iv	Other key support staff have limited levels of education, skills, training and experience (1 to 2 years).	5		
			TOTAL POINTS AWARDED	

Signature		Name (print)	
Capacity		Date	
Name of firm			

6.2.2 FUNCTIONALITY CRITERIA – TOWN PLANNING AND ENVIROMENTAL LAW SERVICES				
	Description	Points attainable	Maximum points attainable	Points Awarded
A	Bidder's capacity – Assessment of facilities, organisation and staffing			
i	The proposed team is well integrated, most members have worked together extensively in the past (6 plus years). Teams have law related speciality areas. Facilities / Infrastructure are very good.	20	20	
ii	Staff are well balanced i.e. they show good coordination, complimentary skills, support capacity, clear and defined duties and responsibilities. Some members of the project team have worked together for considerable time (3 – 5 years). Teams focus on certain law related areas. Facilities and infrastructure are good.	15		
iii	The organisational chart is complete and detailed, the technical level and composition or the staffing arrangement is reasonable. Team members have worked together for short period (1 – 2 years). Facilities / Infrastructure are adequate. The Bidder does have litigation capacity and reasonable experience.	10		
iv	The organisation chart contains limited information, the staffing plan is weak in important areas. There is limited capacity / infrastructure and limited support staff. Limited litigation capacity. Team members have worked together for less than 1 year	5		
B	Lead Attorney qualifications			
i	Relevant NQF 9/10 Qualification	30	30	
ii	Relevant NQF 7/8 Qualification	20		
C	Lead Attorney public sector experience			
i	>10 years local government experience	20	20	
ii	8-10 years local government experience	15		
iii	4-7 years local government experience	10		
iv	1-3 years local government experience	5		
D	Expeirience and training of key support staff			
i	Other key Personnel have high levels of education, skills, training and experience (9 and more years).	20	20	

Signature		Name (print)	
Capacity		Date	
Name of firm			

ii	Other key support staff have extensive levels of education, skills, training and experience (6 to 8 years).	15		
iii	Other key support staff have reasonable levels of education, skills, training and experience (3 to 5 years).	10		
iv	Other key support staff have limited levels of education, skills, training and experience (1 to 2 years).	5		
TOTAL POINTS AWARDED				

6.2.3 FUNCTIONALITY CRITERIA – BUILDING AND CONSTRUCTION LAW SERVICES

	Description	Points attainable	Maximum points attainable	Points Awarded
A	Bidder's capacity – Assessment of facilities, organisation and staffing			
i	The proposed team is well integrated, most members have worked together extensively in the past (6 plus years). Teams have law related speciality areas. Facilities / Infrastructure are very good.	20	20	
ii	Staff are well balanced i.e. they show good coordination, complimentary skills, support capacity, clear and defined duties and responsibilities. Some members of the project team have worked together for considerable time (3 – 5 years). Teams focus on certain law related areas. Facilities and infrastructure are good.	15		
iii	The organisational chart is complete and detailed, the technical level and composition or the staffing arrangement is reasonable. Team members have worked together for short period (1 – 2 years). Facilities / Infrastructure are adequate. The Bidder does have litigation capacity and reasonable experience.	10		
iv	The organisation chart contains limited information, the staffing plan is weak in important areas. There is limited capacity / infrastructure and limited support staff. Limited litigation capacity. Team members have worked together for less than 1 year	5		
B	Lead Attorney qualifications			
i	Relevant NQF 9/10 Qualification	30	30	
ii	Relevant NQF 7/8 Qualification	20		
C	Lead Attorney public sector experience			
i	>10 years local government experience	20	20	

Signature		Name (print)	
Capacity		Date	
Name of firm			

ii	8-10 years local government experience	15		
iii	4-7 years local government experience	10		
iv	1-3 years local government experience	5		
D	Experience of key support staff			
i	Other key Personnel have high levels of education, skills, training and experience (9 and more years).	20	20	
ii	Other key support staff have extensive levels of education, skills, training and experience (6 to 8 years).	15		
iii	Other key support staff have reasonable levels of education, skills, training and experience (3 to 5 years).	10		
iv	Other key support staff have limited levels of education, skills, training and experience (1 to 2 years).	5		
TOTAL POINTS AWARDED				

6.2.4 FUNCTIONALITY CRITERIA – LABOUR LAW SERVICES

	Description	Points attainable	Maximum points attainable	Points Awarded
A	Bidder's capacity – Assessment of facilities, organisation and staffing			
i	The proposed team is well integrated, most members have worked together extensively in the past (6 plus years). Teams have law related speciality areas. Facilities / Infrastructure are very good.	20	20	
ii	Staff are well balanced i.e. they show good coordination, complimentary skills, support capacity, clear and defined duties and responsibilities. Some members of the project team have worked together for considerable time (3 – 5 years). Teams focus on certain law related areas. Facilities and infrastructure are good.	15		
iii	The organisational chart is complete and detailed, the technical level and composition or the staffing arrangement is reasonable. Team members have worked together for short period (1 – 2 years). Facilities / Infrastructure are adequate. The Bidder does have litigation capacity and reasonable experience.	10		
iv	The organisation chart contains limited information, the staffing plan is weak in important areas. There is limited capacity / infrastructure and limited support staff.	5		

Signature		Name (print)	
Capacity		Date	
Name of firm			

	Limited litigation capacity. Team members have worked together for less than 1 year			
B	Lead Attorney qualifications			
i	Relevant NQF 9/10 Qualification	30	30	
ii	Relevant NQF 7/8 Qualification	20		
C	Lead Attorney public sector experience			
i	>10 years local government experience	20	20	
ii	8-10 years local government experience	15		
iii	4-7 years local government experience	10		
iv	1-3 years local government experience	5		
D	Experience of key support staff			
i	Other key Personnel have high levels of education, skills, training and experience (9 and more years).	20	20	
ii	Other key support staff have extensive levels of education, skills, training and experience (6 to 8 years).	15		
iii	Other key support staff have reasonable levels of education, skills, training and experience (3 to 5 years).	10		
iv	Other key support staff have limited levels of education, skills, training and experience (1 to 2 years).	5		
TOTAL POINTS AWARDED				

6.2.5 FUNCTIONALITY CRITERIA – SUPPLY CHAIN MANAGEMENT SERVICES

	Description	Points attainable	Maximum points attainable	Points Awarded
A	Bidder's capacity – Assessment of facilities, organisation and staffing			
i	The proposed team is well integrated, most members have worked together extensively in the past (6 plus years). Teams have law related speciality areas. Facilities / Infrastructure are very good.	20	20	
ii	Staff are well balanced i.e. they show good coordination, complimentary skills, support capacity, clear and defined duties and responsibilities. Some members of the project team have worked together for considerable time (3 – 5 years). Teams focus on certain law related areas. Facilities and infrastructure are good.	15		
iii	The organisational chart is complete and detailed, the technical level and composition or the staffing arrangement is reasonable.	10		

Signature		Name (print)	
Capacity		Date	
Name of firm			

	Team members have worked together for short period (1 – 2 years). Facilities / Infrastructure are adequate. The Bidder does have litigation capacity and reasonable experience.			
iv	The organisation chart contains limited information, the staffing plan is weak in important areas. There is limited capacity / infrastructure and limited support staff. Limited litigation capacity. Team members have worked together for less than 1 year	5		
B	Lead Attorney qualifications			
i	Relevant NQF 9/10 Qualification	30	30	
ii	Relevant NQF 7/8 Qualification	20		
C	Lead Attorney public sector experience			
i	>10 years local government experience	20	20	
ii	8-10 years local government experience	15		
iii	4-7 years local government experience	10		
iv	1-3 years local government experience	5		
D	Experience of key support staff			
i	Other key Personnel have high levels of education, skills, training and experience (9 and more years).	20	20	
ii	Other key support staff have extensive levels of education, skills, training and experience (6 to 8 years).	15		
iii	Other key support staff have reasonable levels of education, skills, training and experience (3 to 5 years).	10		
iv	Other key support staff have limited levels of education, skills, training and experience (1 to 2 years).	5		
TOTAL POINTS AWARDED				

6.2.6 FUNCTIONALITY CRITERIA – EVICTION SERVICES				
	Description	Points attainable	Maximum points attainable	Points Awarded
A	Bidder's capacity – Assessment of facilities, organisation and staffing			
i	The proposed team is well integrated, most members have worked together extensively in the past (6 plus years). Teams have law related speciality areas. Facilities / Infrastructure are very good.	20	20	
ii	Staff are well balanced i.e. they show good coordination, complimentary skills, support capacity, clear and defined duties and responsibilities. Some members of the	15		
Signature		Name (print)		
Capacity		Date		
Name of firm				

	project team have worked together for considerable time (3 – 5 years). Teams focus on certain law related areas. Facilities and infrastructure are good.			
iii	The organisational chart is complete and detailed, the technical level and composition or the staffing arrangement is reasonable. Team members have worked together for short period (1 – 2 years). Facilities / Infrastructure are adequate. The Bidder does have litigation capacity and reasonable experience.	10		
iv	The organisation chart contains limited information, the staffing plan is weak in important areas. There is limited capacity / infrastructure and limited support staff. Limited litigation capacity. Team members have worked together for less than 1 year	5		
B	Lead Attorney qualifications			
i	Relevant NQF 9/10 Qualification	30	30	
ii	Relevant NQF 7/8 Qualification	20		
C	Lead Attorney public sector experience			
i	>10 years local government experience	20	20	
ii	8-10 years local government experience	15		
iii	4-7 years local government experience	10		
iv	1-3 years local government experience	5		
D	Experience of key support staff			
i	Other key Personnel have high levels of education, skills, training and experience (9 and more years).	20	20	
ii	Other key support staff have extensive levels of education, skills, training and experience (6 to 8 years).	15		
iii	Other key support staff have reasonable levels of education, skills, training and experience (3 to 5 years).	10		
iv	Other key support staff have limited levels of education, skills, training and experience (1 to 2 years).	5		
TOTAL POINTS AWARDED				

Signature		Name (print)	
Capacity		Date	
Name of firm			

6.2.7 FUNCTIONALITY CRITERIA – DEBT COLLECTION SERVICES				
	Description	Points attainable	Maximum points attainable	Points Awarded
A	Bidder's capacity – Assessment of facilities, organisation and staffing			
i	The proposed team is well integrated, most members have worked together extensively in the past (6 plus years). Teams have law related speciality areas. Facilities / Infrastructure are very good.	20	20	
ii	Staff are well balanced i.e. they show good coordination, complimentary skills, support capacity, clear and defined duties and responsibilities. Some members of the project team have worked together for considerable time (3 – 5 years). Teams focus on certain law related areas. Facilities and infrastructure are good.	15		
iii	The organisational chart is complete and detailed, the technical level and composition or the staffing arrangement is reasonable. Team members have worked together for short period (1 – 2 years). Facilities / Infrastructure are adequate. The Bidder does have litigation capacity and reasonable experience.	10		
iv	The organisation chart contains limited information, the staffing plan is weak in important areas. There is limited capacity / infrastructure and limited support staff. Limited litigation capacity. Team members have worked together for less than 1 year	5		
B	Lead Attorney qualifications			
i	Relevant NQF 9/10 Qualification	30	30	
ii	Relevant NQF 7/8 Qualification	20		
C	Lead Attorney public sector experience			
	>10 years local government experience	20	20	
ii	8-10 years local government experience	15		
iii	4-7 years local government experience	10		
iv	1-3 years local government experience	5		
D	Experience of key support staff			
i	Other key Personnel have high levels of education, skills, training and experience (9 and more years).	20	20	
ii	Other key support staff have extensive levels of education, skills, training and experience (6 to 8 years).	15		
Signature		Name (print)		
Capacity		Date		
Name of firm				
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iii	Other key support staff have reasonable levels of education, skills, training and experience (3 to 5 years).	10		
iv	Other key support staff have limited levels of education, skills, training and experience (1 to 2 years).	5		
TOTAL POINTS AWARDED				

6.2.8 FUNCTIONALITY CRITERIA – PROPERTY LAW SPECIALIST CONVEYANCING AND NOTARY SERVICES: LOW COST HOUSING

	Description	Points attainable	Maximum points attainable	Points Awarded
A	Bidder's capacity – Assessment of facilities, organisation and staffing			
i	The proposed team is well integrated, most members have worked together extensively in the past (6 plus years). Teams have law related speciality areas. Facilities / Infrastructure are very good.	20	20	
ii	Staff are well balanced i.e. they show good coordination, complimentary skills, support capacity, clear and defined duties and responsibilities. Some members of the project team have worked together for considerable time (3 – 5 years). Teams focus on certain law related areas. Facilities and infrastructure are good.	15		
iii	The organisational chart is complete and detailed, the technical level and composition or the staffing arrangement is reasonable. Team members have worked together for short period (1 – 2 years). Facilities / Infrastructure are adequate. The Bidder does have capacity and reasonable conveyancing and notary experience.	10		
iv	The organisation chart contains limited information, the staffing plan is weak in important areas. There is limited capacity / infrastructure and limited support staff. Limited litigation capacity. Team members have worked together for less than 1 year	5		
B	Lead Attorney qualifications			
i	Relevant NQF 9/10 Qualification	30	30	
ii	Relevant NQF 7/8 Qualification	20		
C	Lead Attorney public sector experience			
i	>10 years local government experience	20	20	
ii	8-10 years local government experience	15		
iii	4-7 years local government experience	10		
iv	1-3 years local government experience	5		

Signature		Name (print)	
Capacity		Date	
Name of firm			

D	Experience of key support staff			
i	Other key Personnel have high levels of education, skills, training and experience (9 and more years).	20	20	
ii	Other key support staff have extensive levels of education, skills, training and experience (6 to 8 years).	15		
iii	Other key support staff have reasonable levels of education, skills, training and experience (3 to 5 years).	10		
iv	Other key support staff have limited levels of education, skills, training and experience (1 to 2 years).	5		
TOTAL POINTS AWARDED				

6.2.9 PROPERTY LAW: CONVEYANCING AND NOTARY SOCIALIST AND GENERAL SERVICES				
	Description	Points attainable	Maximum points attainable	Points Awarded
A	Bidder's capacity – Assessment of facilities, organisation and staffing			
i	The proposed team is well integrated, most members have worked together extensively in the past (6 plus years). Teams have law related speciality areas. Facilities / Infrastructure are very good	20	20	
ii	Staff are well balanced i.e. they show good coordination, complimentary skills, support capacity, clear and defined duties and responsibilities. Some members of the project team have worked together for considerable time (3 – 5 years). Teams focus on certain law related areas. Facilities and infrastructure are good.	15		
iii	The organisational chart is complete and detailed, the technical level and composition or the staffing arrangement is reasonable. Team members have worked together for short period (1 – 2 years). Facilities / Infrastructure are adequate. The Bidder does have capacity and reasonable conveyancing and notary experience.	10		
iv	The organisation chart contains limited information, the staffing plan is weak in important areas. There is limited capacity / infrastructure and limited support staff. Limited litigation capacity. Team members have worked together for less than 1 year	5		
B	Lead Attorney qualifications			
i	Relevant NQF 9/10 Qualification	30	30	

Signature		Name (print)	
Capacity		Date	
Name of firm			

ii	Relevant NQF 7/8 Qualification	20		
C	Lead Attorney public sector experience			
i	>10 years local government experience	20	20	
ii	8-10 years local government experience	15		
iii	4-7 years local government experience	10		
iv	1-3 years local government experience	5		
D	Experience of key support staff			
i	Other key Personnel have high levels of education, skills, training and experience (9 and more years).	20	20	
ii	Other key support staff have extensive levels of education, skills, training and experience (6 to 8 years)	15		
iii	Other key support staff have reasonable levels of education, skills, training and experience (3 to 5 years)	10		
iv	Other key support staff have limited levels of education, skills, training and experience (1 to 2 years)	5		
TOTAL POINTS AWARDED				

7. TECHNICAL REQUIREMENTS FOR EACH CATEGORY OF SERVICE

7.1 The following technical requirements / deliverables must all be complied with: **Public and Municipal Law services**

Description of requirements / deliverables	Please indicate with an "X" whether the offer complies with the requirements.		
	Yes	No	Comment
7.1.1 Assist the Municipality in the drafting and preparation of by – laws and policies.			
7.1.2 Rendering of impartial legal opinions pertaining to public and municipal law following a detailed assessment of all documents and correspondence pertaining to a municipal law matter			
7.1.3 Representing the municipality in civil litigation proceedings pertaining to public and municipal law matters			
7.1.4 Represent the municipality in review applications			

Signature		Name (print)	
Capacity		Date	
Name of firm			

7.2 The following technical requirements / deliverables must all be complied with: **Town Planning and Environmental Law services**

Description of requirements / deliverables		Please indicate with an "X" whether the offer complies with the requirements.		
		Yes	No	Comment
7.2.1	Represent the Municipality in civil and commercial litigation pertaining to town planning and environmental law matters			
7.2.2	Represent the Municipality in review applications			
7.2.3	Provide impartial legal opinions on town planning and environmental law			

7.3 The following technical requirements / deliverables must all be complied with: **Building and Construction Law services**

Description of requirements / deliverables		Please indicate with an "X" whether the offer complies with the requirements.		
		Yes	No	Comment
7.3.1	Represent the Municipality in matters pertaining to unlawful building works			
7.3.2	Represent the Municipality in review applications			
7.3.3	Provide impartial legal opinions on building and construction law matters			

7.4 The following technical requirements / deliverables must all be complied with: **Labour law matters**

Description of requirements / deliverables		Please indicate with an "X" whether the offer complies with the requirements.		
		Yes	No	Comment
7.4.1	The rendering of legal opinions pertaining to labour law matters			
7.4.2	Representing the Municipality in review applications in the Labour Court			
7.4.3	Representing the Municipality in Disciplinary Hearings			
7.4.4	Representing the Municipality in arbitration hearings (Bargaining Council i.e. condonation applications)			
7.4.5	Representing the Municipality in Labour Court and Labour Appeal Court hearings			
7.4.6	To investigate serious misconduct of a forensic nature.			

Signature		Name (print)	
Capacity		Date	
Name of firm			

7.5 The following technical requirements / deliverables must all be complied with: **Supply Chain Management Services**

Description of requirements / deliverables		Please indicate with an "X" whether the offer complies with the requirements.		
		Yes	No	Comment
7.5.1	To provide external legal opinions pertaining to section 62 of the Municipal Systems Act No. 32 of 2003 appeals and regulation 49 of the Municipal Finance Management Act 56 of 2003 objections and all other issues pertaining to supply chain management			
7.5.2	To represent the Municipality in review applications and all court proceedings pertaining thereto in accordance with the rules of court			
7.5.3	The provision of specialist advice with regard to sound Supply Chain Management policies, processes and procedures that allow for the procurement of goods and services within a system that is fair, equitable transparent, competitive and cost effective whilst at the same time meeting identified objectives and strategies determined by the Municipality			
7.5.4	To render advice on contractual disputes and assist with dispute resolution arising from contracts pertaining to the procurement of goods and services.			
7.5.5	Representing the Municipality in Labour Court and Labour Appeal Court hearings			

7.6 The following technical requirements / deliverables must all be complied with: **Evictions**

Description of requirements / deliverables		Please indicate with an "X" whether the offer complies with the requirements.		
		Yes	No	Comment
7.6.1	Facilitating prescribed engagements between the Municipality and other stakeholders in eviction proceedings			
7.6.2	To represent the Municipality in eviction proceedings both where the Municipality is cited as a respondent and as applicant			
7.6.3	Attending to court appearances on behalf of the Municipality as and when necessary			
7.6.4	To represent the Municipality in mediation proceedings			
7.6.5	Assisting the Municipality in interviewing respondents in municipal eviction matters			

Signature		Name (print)	
Capacity		Date	
Name of firm			

7.7 The following technical requirements / deliverables must all be complied with: **Debt Collections**

Description of requirements / deliverables		Please indicate with an "X" whether the offer complies with the requirements.		
		Yes	No	Comment
7.7.1	Represent the Municipality in debt collection matters where the Municipality was not able to collect the debt itself or the debtor opposes the legal action taken (including correspondence, default judgment, attachments, court appearances, and dealing with sales in execution)			
7.7.2	Taking the necessary actions against debtors placed under administration or debt review and deceased estate collections and act on behalf of the Municipality in business rescue and liquidation matters and executions and deregistration/re-registration of legal entities where the Municipality has a vested interest.			
7.7.3	Acting on behalf of the Municipality in Arbitration and dispute resolution forums			

7.8 The following technical requirements / deliverables must all be complied with: **Property Law, Conveyancing and Notarial Registrations: Low Cost Housing**

Description of requirements / deliverables		Please indicate with an "X" whether the offer complies with the requirements.		
		Yes	No	Comment
7.8.1	Registration of General Plans and / or servitudes and other real rights in the Deeds Office			
7.8.2	Registration and /or cancellation of bonds in favour of the Municipality			
7.8.3	Attend to the registration of low cost housing allocated to identified and approved beneficiaries, which includes, the drafting and signing of sale agreements and other documents necessary to effect transfer, preparation and lodgement of deeds at the Deeds Office			
7.8.4	Provide monthly reports on progress with transfers			

7.9 The following technical requirements / deliverables must all be complied with: **Property Law, Conveyancing and Notarial Registrations: General and Specialist**

Description of requirements / deliverables		Please indicate with an "X" whether the offer complies with the requirements.		
		Yes	No	Comment
7.9.1	Attend to registration of transfer of immovable property (general conveyancing), including vesting transfers in terms of section 16 to 31 of the Deeds Registry Act ("the Act") and exchange transfers			
7.9.2	Cancellation of bonds in favour of the Municipality			
7.9.3	Drafting and registrations of Certificates of Registered Title			

Signature		Name (print)	
Capacity		Date	
Name of firm			



Description of requirements / deliverables		Please indicate with an "X" whether the offer complies with the requirements.		
		Yes	No	Comment
7.9.4	Drafting and registration of certificates of consolidated title under section 40, certificates of amended title and uniform title under sections 41 and 42 and a certificate in terms of section 38 of the Act			
7.9.5	Applications for endorsements in terms of section 46 of the Act for the layout of a township or settlement			
7.9.6	Applications for the issuing of a certified copy of a deed in terms of regulation 68 (1)			
7.9.7	Drafting of notarial deeds of contracts and other documents and attending to the registration thereof			
7.9.8	Communicate and engage with the Office of the Surveyor – General, for metrication or amendment of any diagram or obtaining a copy of any diagram or certificate or remainder or any other general information.			
7.9.9	Attend to the upliftment of attachment interdicts in the Deeds Office			
7.9.10	Attending to investigations in the Deeds Office, and all other relates matters.			

8. INFORMATION TO BE PROVIDED BY BIDDER

Bidders who do not submit the information will be deemed as non-responsive

- 8.1. It is required of bidders to submit a memorandum setting out the firm’s profile and comprising of the information listed in clause 6.1.1 to 6.1.4 to assess the capacity of each bidder in respect of each category of service;
- 8.2. The Lead Attorney(s) qualifications, admission certificate(s), relevant training, skills, knowledge and experience of matters relating to the category of services as tendered for (must present certified copies);
- 8.3. Curriculum Vitae’s for each of the Lead Attorney(s) rendering the service comprising of not more than 4 (four) pages, excluding supporting documents;
- 8.4. Submission of support documentation detailing the education, training, skills, and experience of other key technical and administrative support personnel in the area of speciality / category as tendered for (Must present certified copies);
- 8.5. The memorandum (Annexure A) must contain an outline of each Lead Attorneys’ knowledge and experience of issues which he or she considers pertinent to the tendering for the service;
- 8.6. The memorandum (Annexure A) must include examples of key relevant assignments undertaken / matters attended to by the Lead Attorney(s) for Municipalities, with contact details of references to enable the Municipality to contact them. The Municipality undertakes to maintain strict confidentiality as to the information provided;
- 8.7. The Memorandum (Annexure A) must reflect each Lead Attorney(s) specific local government experience (in years) relating to the area of speciality / category of services as tendered for;
- 8.8. The Memorandum (Annexure A) must list key examples of High Court and Magistrate Court litigation on behalf of Local Municipalities as well as other key work instructions performed for Local Municipalities during the past three years (the examples should only relate to the category of services in respect of which a bid is submitted in terms of this tender);

Signature		Name (print)	
Capacity		Date	
Name of firm			



- 8.9. The Memorandum (Annexure A) must list key work instructions performed for Municipalities pertaining to Conveyancing and Notarial Services (This pertains to low cost housing and specialist conveyancing and notarial services);
- 8.10. Certified copy of the fidelity fund certificate for each of the Lead Attorney(s) who will be rendering the service must be submitted;
- 8.11. Certified copy reflecting each of the Lead Attorney(s) right of appearance in the High Court must be submitted;
- 8.12. Certified copy of each Lead Attorney(s) admission as a conveyancer and notary must be submitted if a bid is submitted for the relevant category of service;
- 8.13. Certified proof of indemnity insurance of at least R5,000,000.00 (five million rand) must be submitted.
- 8.14. The memorandum (Annexure A) must reflect a brief outline (200 words or less) of the issues considered pertinent to the rendering of the services in the area of speciality / category of services tendered for.
- 8.15. The bidder must provide a completed Annexure B which is to be completed by the nominated referee of the bidder. A separate Annexure B must be completed for each category of service tendered for.

9. GENERAL CONDITIONS AND SERVICE STANDARDS

- 9.1 Successful bidders with whom a service level agreement (see draft as Annexure C) is entered into must report on a monthly basis as to work progress on all matters/work allocated. The report must contain relevant information as required by the Municipality in respect of each service category.
- 9.2 The acceptance of bids for a particular category of service should not be construed as assurance that any work or any amount of work will be awarded to a successful bidder during the contract term.
- 9.3 A service level agreement will be entered into with all law firms appointed to the sub - panel for each category of service.
- 9.4 The successful bidders, by acting as agents for the Municipality will be required to adhere to the principles and conditions of all legislation and policy and frameworks applicable to the relevant category of service.
- 9.5 Existing service providers, who are not placed on the panel of service providers for this tender, will continue with and complete all matters which have been allocated to them prior to the award of this tender.
- 9.6 Work allocated to successful bidders up to 30 June 2023 may be continued after the aforesaid date until the allocated work is concluded, provided that the same rates tendered for will apply. Such work will be deemed to form part of the procurement contract and must be finalized as soon as possible after expiry date.
- 9.7 Any conflict of interest that may develop or be discovered during the contract term, will affect work allocation. In such event the Municipality reserves the right to cancel the existing service level agreement and demand that all information, documents, and property of the Municipality be returned forthwith. No awards will be made where, in the view of the Municipality, a conflict of interest exist at the time of allocation of work.
- 9.8 It is required of successful bidders, prior to the acceptance of any work, to declare any interest it has in an assignment as well as declare any possible conflicts of interest that may prohibit it from performing the work.
- 9.9 The successful bidder must have the necessary infrastructure, a sound knowledge of relevant legislation, experience and proven success record in the category services tendered for, in order to be in a position to protect the Municipality's interest in work allocated to it by the Municipality.
- 9.10 The successful bidder must conduct its business between ordinary business hours Monday to Friday and must be readily accessible to the Municipality pertaining to the category of service it tendered for. In the event of emergencies after hours work may be required in which case the tendered rates will apply.

Signature		Name (print)	
Capacity		Date	
Name of firm			



- 9.11 The successful bidder will at all times comply with the provisions of the POPI Act, Act 4 of 2013, to the extent required, once fully implemented.
- 9.12 Subsequent to work having been allocated, the performance of a successful bidder will be monitored throughout the contract term. The Municipality reserves the right to terminate, reduce, or suspend the allocation of work.
- 9.13 Successful bidders shall not be entitled to cede, assign or subcontract their position on the panel or any brief received pursuant thereto, or any portion thereof, nor shall the Bidder be entitled to allocate any brief or any portion thereof to any person or entity not listed herein. The prohibition shall not be applicable to the appointment of correspondent attorneys provided that the Bidder remains responsible for and in control of the rendering of the professional service.
- 9.14 In the event that there are any changes to the Bidder's Lead Attorney or other key personnel, the Bidder shall be required to inform the Municipality in writing within 30 (thirty) days of such a change, accompanied by a detailed Curriculum Vitae of the new person. The Curriculum Vitae of the new person will be evaluated in accordance with the specifications of this tender.
- 9.15 Successful bidders will be required to be registered on the Municipality's database of service providers before work will be allocated.
- 9.16 An invoice must be submitted on completion of litigation / labour law work or on a monthly basis, as per clause 10. Should work not be completed by 30 June of each year, the service provider must render an account in respect of services rendered prior to 30 June in order to ensure the Municipality is in a position to settle invoices as part of the financial year end procedures (Year end 30 June).
- 9.17 For conveyancing and notarial work, invoices will only be paid once the transaction has been duly registered in the Deeds office, or the investigation in the Deeds Office has been finalized and in the case of a lost title deed application, once the certified copy has been received by the Municipality.
- 9.18 The successful bidder shall ensure that it maintains professional indemnity insurance cover for at least R5, 000,000.00 (five million rand) for the duration of his contract term and until such time work allocated is finalized. Confirmation of such cover is required at submission of the tender. The insurance cover must be updated annually and certified copies thereof must be submitted to the Municipality.
- 9.19 The Municipality reserves the right to terminate the appointment of a successful bidder and to remove such service provider from the panel on any of the grounds set forth in the service level agreement.
- 9.20 Counsel or other experts (legal or otherwise) may not be formally briefed by the successful bidder without the prior obtained written approval from the Municipality. For this purpose the successful bidder will submit to the Municipality at least 2 (two) options containing the following information in respect of each: name, experience in the matter at hand, hourly charge out rate, and day fee. In the case of junior counsel, an indication whether junior counsel will be used, must be duly motivated.

Signature		Name (print)	
Capacity		Date	
Name of firm			



18. ANNEXURE A : PRO – FORMA MEMORANDUM

To: Overstrand Municipality

INFORMATION FOR ASSESSMENT OF CAPACITY AND EXPERIENCE: TENDER SC2092/2020: APPOINTMENT OF A PANEL OF ATTORNEYS FOR THE RENDERING OF LEGAL SERVICES FOR A CONTRACT PERIOD ENDING 30 JUNE 2023

The following information must be submitted in order to enable the Municipality to perform the above assessment. This memorandum is submitted in respect of the following category of Legal Services **(Please select from the categories of services as listed in the pricing schedule).**

See supporting information attached pages ____ to _____

1. Bidder’s capacity – Assessment of facilities, organisation and staffing

See supporting information attached page ____ to _____

2. Lead Attorneys qualifications

See supporting information attached page ____ to _____

3. Lead Attorney/s Local government experience

See supporting information attached page _____ to _____

4. Experience of key support staff

See supporting information attached page _____ to _____

Signature		Name (print)	
Capacity		Date	
Name of firm			

19. ANNEXURE B : BIDDERS REFERENCE

BIDDERS REFERENCE: TENDER SC 2092/2020: APPOINTMENT OF A PANEL OF ATTORNEYS FOR THE RENDERING OF LEGAL SERVICES FOR A CONTRACT PERIOD ENDING 30 JUNE 2023

Background information of Nominated Referee for bidder.

Referee name (Individual):	
Referee name (Organisation):	
Capacity:	
Postal address:	
Contact number of referee:	
Email address:	
Name of bidder evaluated:	
Contract and description of work in respect of the bidder preformed services for the referee:	

1. Delivery of services on time	
Question: Did the bidder provide the services on time as required	
	Excellent
	Very Good
	Good
	Fair
	Poor

2. Quality	
Question: What was the quality of the service provided	
	Excellent
	Very Good
	Good
	Fair
	Poor

Signature		Name (print)	
Capacity		Date	
Name of firm			



3. Professionalism	
Question: Professional behaviour towards the client and all role players.	
	Excellent
	Very Good
	Good
	Fair
	Poor

4. Availability	
Question: Was the bidder readily available for consultation / advice when requested.	
	Excellent
	Very Good
	Good
	Fair
	Poor

5. Does the referee recommend the bidder for appointment by Overstrand Municipality? Please motivate.	

I, the undersigned, hereby certify that the above information, is to the best of my knowledge, correct and a true reflection.

Signature of Referee

Date of declaration

(Who declares that he / she is authorised to act as referee)

The Municipality reserves the right to contact the referee if deemed necessary.

Signature		Name (print)	
Capacity		Date	
Name of firm			



20. ANNEXURE C : DRAFT SERVICE LEVEL AGREEMENT

SERVICE LEVEL AGREEMENT

ENTERED INTO:

OVERSTRAND MUNICIPALITY

("THE MUNICIPALITY")

AND

XXX

("THE FIRM")

IN RELATION TO TENDER NUMBER SC2092/2020: APPOINTMENT OF A PANEL OF ATTORNEYS FOR THE RENDERING OF LEGAL SERVICES FOR A CONTRACT PERIOD ENDING 30 JUNE 2023

Signature		Name (print)	
Capacity		Date	
Name of firm			



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Signature		Name (print)	
Capacity		Date	
Name of firm			



SERVICE LEVEL AGREEMENT

SCHEDULE

This Service Level Agreement records the agreement entered into by and between the Municipality and its panel attorney, which is recorded in this Schedule. The standard South African Government Procurement General Conditions of Contract are incorporated into this Service Level Agreement by reference only.

1. THE PARTIES

1.1 The Overstrand Municipality (“the Municipality”)
 (a statutory entity as described in section 2 of the Municipal Systems Act 56 of 2003, with its principal place of business at 1 Magnolia Street, Hermanus, herein represented by _____XXXX_____ in his capacity as _____XXXX_____.

Physical address: 1 Magnolia Street, Hermanus
 Contract person: *Lionel Wallace/Anja Le Roux/Elmarie Hooneberg/Frank Frans
 Tel: 028 313 5031/028 316 3724 / 028 313 8149 / 028 313 8144

And

1.2 _____XXXX_____ (“the Firm”)
 herein represented by _____XXXX_____ duly authorised thereto, and in his or her capacity as _____XXXX_____
 Tel: _____XXXX_____
 Fax: _____XXXX_____
 Email: _____XXXX_____

2. INTERPRETATION AND DEFINITIONS

- 2.1 The headings to the clauses are for the purpose and convenience and reference only and shall not be used in the interpretation of or to modify the terms of the Service Level Agreement, nor any clause thereof.
- 2.2 The Service Level Agreement shall be governed by and construed and interpreted in accordance with the laws of the Republic of South Africa.
- 2.3 The rule of construction that the Service Level Agreement shall be interpreted against the party responsible for the drafting or preparation of the Service Level Agreement shall not apply to this Service Level Agreement.
- 2.4 Where figures are referred to in numerals and in words, if there is any conflict between the two, the words shall prevail.
- 2.5 Terms other than those defined within the Service Level Agreement will be given their plain English meaning and those terms, acronyms, abbreviations and phrases known in the relevant profession to which this Service Level Agreement applies shall be interpreted in accordance with their generally known meaning in such profession.
- 2.6 Any reference to any organisation, institution, office, body, organ or person vested with certain powers and authority shall include a reference to its successor(s) in title.
- 2.7 The parties shall initial the annexures for the purposes of identification and the same shall form part of this Service Level Agreement as if specifically included herein.
- 2.8 The expiration or termination of this Service Level Agreement shall not affect those provisions of this Service Level Agreement which expressly provide that they will remain operative after any such expiration or termination or which necessarily must continue to have effect after such termination, notwithstanding the fact that the clauses themselves do not expressly provide for this.

Signature		Name (print)	
Capacity		Date	
Name of firm			



- 2.9 The following words bear the meaning set out below and cognate expressions bear a like meaning:
- 2.9.1 **Category of Services** means any and/ or all of the following as tendered for by the Firm (**DELETE WHICH IS NOT APPLICABLE*):
 - 2.9.1.1 *Public and Municipal Law Services
 - 2.9.1.2 *Town Planning and Environmental Law Services
 - 2.9.1.3 *Building and Construction Law Services
 - 2.9.1.4 *Labour Law Services
 - 2.9.1.5 *Supply Chain Management Law Services
 - 2.9.1.6 *Eviction Services
 - 2.9.1.7 *Debt Collection Services
 - 2.9.1.8 *Property Law, Conveyancing and Notarial Registration Services: Low Cost housing
 - 2.9.1.9 *Property Law, Conveyancing and Notarial Registration Services: General and Specialised
 - 2.9.2 **Contract Manager** means the official of the Municipality holding the position of Contract Manager and budget holder of the Municipality within the specific category of services, this Service Level Agreement is applicable to, being:
 - *Senior Manager: Legal Services
 - *Manager: Property Administration
 - *Senior Manager: Revenue
 - *Senior Manager: Corporate Projects
 - (**delete which is not applicable*)
 - 2.9.3 **Day(s)** shall mean calendar day(s), unless specifically stated to the contrary.
 - 2.9.4 **Effective Date** means the **1st of July 2020** irrespective of the date of signature of this Service Level Agreement by the authorised and delegated representatives
 - 2.9.5 **Firm** meansXXX....., located at.....XXX.....
 - 2.9.6 **Lead Attorney** means the attorney at the firm primarily responsible for the provision of legal services to the Municipality and who is responsible for the overall conduct of the Firm in dealing with and supervising the work in respect of municipal matters to the signature of this Service Level Agreement.
 - 2.9.7 **Panel of Attorneys** means the firms of attorneys appointed to provide legal services to the Municipality. To avoid doubt, the Firm acknowledges that the Municipality may have more than one Panel of Attorneys at any one time, and that an appointment is specific to the Panel of Attorneys as specified in clause 3 below.
 - 2.9.8 **Panel Attorney** means a firm duly appointed to the Panel of Attorneys of the Municipality.
 - 2.9.9 **Professional person** means a person employed by the Panel Attorney, and holding the position of Director, Partner or Professional Assistant, or other similar position, and who is admitted to practice as an attorney.
 - 2.9.10 **Service Level Agreement** means the Service Level Agreement set out in this document, together with the annexures hereto, as well as any directives issued by the Municipality from time to time.

3. RECORDAL

- 3.1 The Municipality hereby appoints the Firm to its Panel of Attorneys in the Western Cape Province, to perform the following Categories of Services subject to the terms and conditions of this Service Level Agreement and in accordance with all annexures and directives that may be issued by the Municipality from time to time (**DELETE WHICH IS NOT APPLICABLE*).

*Public and Municipal Law Services;

Signature		Name (print)	
Capacity		Date	
Name of firm			



- *Town Planning and Environmental Law Services;
 - *Building and Construction Law Services;
 - *Labour Law Services;
 - *Supply Chain Management Law Services;
 - *Eviction Services;
 - *Debt Collection Services;
 - *Property Law, Conveyancing and Notarial Registration Services: Low Cost housing; AND/OR
 - *Property Law, Conveyancing and Notarial Registration Services: General and Specialised
- 3.2 The Firm accepts that the Municipality may, at any stage, distribute or redistribute instructions in any manner that will ensure equitable work allocation to the Firms appointed to its Panel of Attorneys.
- 3.3 The Firm hereby accepts the appointment and undertakes to perform all services subject to the terms and conditions of this Service Level Agreement and approved tender document and in accordance with all annexures and directives that may be issued by the Municipality from time to time.
- 3.4 In the event of the Firm having more than one office, only the office located at the address reflected in this Service Level Agreement is appointed to the Municipality's Panel of Attorneys.
- 3.5 This Service Level Agreement serves to record the agreement entered into by and between the Parties and to regulate all aspects of the services to be supplied by the Firm, as well as the general business relationship between the Parties.
- 3.6 Such scope of work or specifications is / are incorporated into the provisions of this Service Level Agreement as if specifically referred to mentioned and is / are binding and enforceable on the Parties.

4. GOVERNING PRINCIPLES

The relationship between the Parties shall at all times be governed by, and in the spirit of the following principles.

4.1 Good faith

The parties shall at all times deal with each other in a manner which is fair and honest, and shall not act in any way to the detriment of the other party, where such detriment could reasonably have been avoided by the exercise of reasonable care.

4.2 Mutual trust

A party shall not conduct itself in its dealings with other and/or third parties in a manner detrimental to the relationship of trust and confidence between the Parties and thereby detrimentally prejudice the interest of the other party.

The Firm shall through its best endeavours and in all its dealings with, for and on behalf of the Municipality, protect the reputation image and interest of the Municipality.

4.3 Ethical dealings

The Firm shall at all times act in accordance with the professional and ethical rules of the legal profession and shall adhere to ethical standards of it by virtue of the professional nature of its business.

The Parties shall:

- 4.3.1 Timeously recognise and deal with potential conflicts of interest;
- 4.3.2 Protect the financial integrity of the Municipality by being scrupulous with their use of financial resources of the Municipality, as these finances are derived from public sources.

4.4 Protection of Public Funds

Signature		Name (print)	
Capacity		Date	
Name of firm			



The Firm in particular and all the staff of the Firm who will deal with the Municipality shall ensure that:

- 4.4.1 The Municipality receives services and / or advice which is suitable and appropriate to the circumstances, and which meet the requirements of the Municipality;
- 4.4.2 It maintains the necessary levels of skills in order to continuously provide the Municipality with the best quality of service;
- 4.4.3 It continuously pursues the successful discharge of services in order to ensure as far as reasonably possible given the complexities of law, that a positive outcome for the Municipality is achieved;
- 4.4.4 It will not overcharge the Municipality for the services provided and keep within the tendered fees;
- 4.4.5 Matters are finalised as speedily and cost effectively as possible.

4.5 Accountability and Reporting

The Parties shall ensure that effective measures are in place to report regularly to each other on issues of mutual interest.

The Firm further acknowledges that it will be held accountable for its actions and the actions of its employees. For this purpose, the Firm shall at all times report to the Municipality in an open and transparent manner.

5. PROCEDURAL REQUIREMENTS AND DOCUMENTS

5.1 On date of signature of this Service Level Agreement the Contract Manager of the Municipality will be in possession of the following in respect of each Lead Attorney or Professional person who will , on behalf of the Firm, be rendering services to the Municipality on behalf of the Firm:

- 5.1.1 Full names and surname;
- 5.1.2 Professional qualifications;
- 5.1.3 Date of admission as an Attorney of the High Court;
- 5.1.4 A valid certified copy of Fidelity Fund Certificate of the Lead Attorney that will render the professional service;
- 5.1.5 Proof of indemnity insurance to the value of R 5 000 000.00 (Five Million Rand);
- 5.1.6 Date of admission as a Conveyancer and Notary (where applicable);
- 5.1.7 Position in the Firm;
- 5.1.8 Cell phone number, and
- 5.1.9 Email address.

5.2 In the event of the Lead Attorney becoming unable to perform his or her responsibilities for whatever reason, the Lead Attorney shall notify the Municipality of same within 5 (five) Days of the Lead Attorney being unable to perform the professional service.

5.3 If the Lead Attorney's ability to perform is of a temporary nature, the Firm shall within 30 (thirty) Days appoint a temporary substitute Lead Attorney with equivalent or better experience as that of the Lead Attorney being substituted.

5.4 If the Lead Attorney's ability to perform is of a permanent nature, the Firm shall within 30 (thirty) Days appoint a temporary substitute Lead Attorney with equivalent or better experience as that of the Lead Attorney being substituted, provided that the Firm must appoint a new permanent Lead Attorney with equivalent or better experience as that of the Lead Attorney being substituted within 60 (sixty) days from the date the substituted Lead Attorney informed the Municipality of his or her inability to perform.

5.5 Within 10 (ten) Days of appointing a temporary or permanent substitute Lead Attorney the Firm shall deliver to the Municipality's Contract Manager either by hand or email the following in respect of the Lead Attorney to be contained in a curriculum vitae:

5.5.1 Full names and surname;

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Capacity		Date	
Name of firm			



- 5.5.2 Professional Qualifications;
- 5.5.3 Date of admission as an Attorney of the High Court;
- 5.5.4 A valid certified copy of Fidelity Fund Certificate of the Lead Attorney that will render the professional service;
- 5.5.5 Proof of indemnity insurance to the value of R5,000,000.00 (Five Million Rand);
- 5.5.6 Date of admission as a Conveyancer and Notary (where applicable);
- 5.5.7 Position in the Firm;
- 5.5.8 Cell number;
- 5.5.9 Email address; AND

in order for the Municipality to evaluated the new Lead Attorney in terms of the specifications contained in the tender. The Municipality will inform the Firm within 10 (ten) Days from date of receipt of the documentation of the outcome of this evaluation.

- 5.6 In the event that there are any other changes to the Firm’s Lead Attorney or Other key Personnel, the Firm shall be required to inform the Municipality in writing within 30 (thirty) days of such a change, accompanied by a detailed Curriculum Vitae of the new person. The Curriculum Vitae of the new person will be evaluated in accordance with the specifications of the tender and the Municipality will inform the Firm within 10 (ten) Days from date of receipt of the documentation of the outcome of this evaluation.
- 5.7 In the event of the Lead Attorney or any other Professional person or other key personnel in the employ of the Firm leaving the Firm, the Firm shall notify the Contract Manager of this fact in writing and delivered by hand, or by email, not less than 30 (thirty) Days prior to such person leaving the Firm and the conditions included in 5.4 to 5.6 above will be applicable.
- 5.8 The Firm hereby consents to and authorises the Municipality to conduct credit checks with regard to the Firm and on each Professional person, Lead Attorney and Candidate Attorney of the Firm who will be rendering services to the Municipality.
- 5.9 The Firm hereby consents to and authorises the Municipality to conduct criminal record checks on each Professional person, Lead Attorney, candidate attorney, and key support personnel of the Firm who will be responsible for rendering services to the Municipality, and further agrees to obtain the necessary consents from such persons.
- 5.10 The Municipality has the right, based on the information obtained from the credit and criminal record checks, to instruct the Firm that a Professional person, Lead Attorney, candidate attorney or other key personnel may not render services to the Municipality.
- 5.11 Within 30 (thirty) Days of date of signature of this Service Level Agreement and thereafter on or before 31 March of each succeeding year, the Firm undertakes to deliver in writing to the Contract Manager of the Municipality either by hand, certified copies of the following:
 - 5.11.1 Certificate of Good Standing issued by the relevant professional body in respect of the Professional persons and Lead Attorneys;
 - 5.11.2 A Valid Fidelity Fund Certificate issued by the relevant professional body in respect of the Firm.
 - 5.11.3 Proof of indemnity insurance to the value of at least R5,000,000.00 (five million rand).

6. WARRANTIES

The Firm hereby warrants that:

- 6.1 Unless authorised by the Municipality, the **services** required by the Municipality shall at all times be performed by the Lead Attorney in the direct employ of the Firm and / or by such other persons who are in the direct employment of the Firm and under the direct supervision and control of the Lead Attorney.

Signature		Name (print)	
Capacity		Date	
Name of firm			



- 6.2 No litigation, arbitration or administrative proceedings are pending or threatened against the Firm which may have an adverse effect upon its financial condition its business and / or ability to perform its obligations under the Service Level Agreement.
- 6.3 The Lead Attorney who will be rendering **services** to the Municipality is in the full time employ of the Firm; and
- 6.4 Each Lead Attorney rendering services to the Municipality under this **Service Level Agreement** shall for the duration of this Service Level Agreement have a valid Certificate of Good Standing issued by the **relevant professional body**.

7. DURATION

- 7.1 Irrespective of the date of signature hereof, this Service Level Agreement shall commence on the 1st of July 2020 and shall, subject to clause 12 below, endure until 30 June 2023.
- 7.2 The Municipality reserves the right in its sole discretion to extend the term of this Service Level Agreement.
- 7.3 The extension of the term of this Service Level Agreement will be subject to the required Supply Chain Management process.

8. ACTING AGAINST THE MUNICIPALITY

- 8.1 The Firm agrees that from 1 July 2020, it shall not act in any way which may give rise to a conflict of interest between it and the Municipality or the services to be rendered by it in terms of this Service Level Agreement.
- 8.2 From the 1st of July 2020 and for the duration on this Service Level Agreement, the Firm may not accept any instruction to institute proceedings or bring applications against the Municipality, or defend actions or oppose applications instituted or brought by the Municipality or in any other manner against the Municipality.
- 8.3 In addition to paragraph 8.1 above, in instances where the Firm accepted an instruction to act against the Municipality prior to the 1st of July 2020 of this Service Level Agreement, the Firm shall terminate such mandate(s) within a period of 30 (thirty) Days from the 1st of July 2020 of this Service Level Agreement and furnish the Municipality with proof thereof.

9. FURNISHING OF INSTRUCTIONS

- 9.1 The Municipality will on an as and when basis appoint the Firm to represent the Municipality in the categories of services the Firm tendered for.
- 9.2 Such instructions will be furnished by the relevant delegated authority upon approval by the Municipal Manager, or the delegated director in terms of the Municipality's system of delegations.
- 9.3 The Municipality reserves the right to determine the manner in which the instructions will be distributed between the Panel of Attorneys. In furnishing instructions, the Municipality will consider inter alia:
 - 9.3.1 The fact that the Panel Attorney is under suspension in terms of clause 10 below;
 - 9.3.2 The fact that the matter involves a point of law that has previously been considered by a particular Panel Attorney;
 - 9.3.3 Where, in the view of the Municipality, the value and / or complexity of the matter warrants a particular Panel Attorney;
 - 9.3.4 The performance of a particular Panel Attorney; and
 - 9.3.5 Any other consideration which the Municipality may deem relevant.
- 9.4 Instructions will be distributed between the Panel Attorneys located within the jurisdiction of the Western Cape High Court.

Signature		Name (print)	
Capacity		Date	
Name of firm			



10. SUSPENSION OF NEW INSTRUCTIONS

10.1 The Municipality may at any time on good cause shown suspend the furnishing of new instructions to a Firm on the Panel of Attorneys.

10.2 Reasons for Suspension

In deciding to suspend instructions, the Municipality will have regard to, amongst other considerations, the following:

- 10.2.1 Any breach or breaches of the terms of this Service Level Agreement;
- 10.2.2 The capacity of the Firm;
- 10.2.3 The level of service delivery by the Firm or any of the Professional Persons or other key personnel in its employ;
- 10.2.4 The performance of the Firm;
- 10.2.5 A violation by the Firm of the Governing Principles contained in clause 4 above.
- 10.2.6 Any other reason which in the Municipality’s opinion warrants the suspension of new instructions to the Firm.

10.3 Period of suspension

- 10.3.1 The initial period of suspension will be determined by the Municipality but shall not be less than 3 (three) months.
- 10.3.2 The Municipality may extent the initial period of suspension for a further 3 (three) month period should the Municipality deem this to be appropriate and in its best interest.
- 10.3.3 At any time during or after the period of suspension, the Municipality may terminate the Service Level Agreement in accordance with clause 12 below.

10.4 Process of suspension

- 10.4.1 Notice of suspension and the duration of the initial period for which instructions are to be suspended will be delivered to the Lead Attorney in writing by the Municipality’s Contract Manager and shall contain the reason(s) for the suspension of new instructions.
- 10.4.2 The suspension will become effective on the same day that the notice referred to in clause 10.4.1 above is delivered in writing to the Firm.
- 10.4.3 In the event of the initial period of suspension being extended by the Municipality, this will be conveyed to the Lead Attorney by the Municipality’s Contract Manager in writing, at least 10 (ten) Days prior to the initial period of suspension expires and shall contain the reason(s) for the extension.

10.5 Disputes arising from suspension

- 10.5.1 Within 5 (five) Days of receipt of either of the notices referred to in clause 10.4 above, the Lead Attorney may deliver to the Municipality’s Contract Manager a written response to such notice, addressing the reasons for the suspension or the extension of the suspension period.
- 10.5.2 The Municipality will consider and review the response including all relevant factors and within 10 (ten) Days of receipt of the response contemplated in clause 10.5.1 above, and will notify the Lead Attorney in writing whether the initial or extended suspension period will remain in effect; or if the initial or extended suspension period will be varied, in which event the Firm will be advised of the new period of suspension.
- 10.5.3 In the event of the Firm remaining dissatisfied with the decision of the Municipality, the Lead Attorney may, within 3 (three) Days of receipt of the notification referred to in clause 10.5.2 above, in writing, send a meeting request to the Municipality’s Contract Manager to discuss the suspension.
- 10.5.4 Such meeting will be held within 10 (ten) Days from receipt of the request referred to in clause 10.5.3 above, or such longer period as agreed to between the Parties.

Signature		Name (print)	
Capacity		Date	
Name of firm			



- 10.5.5 Within 3 (three) Days of the meeting having been held, the Municipality’s Contract Manager will notify the Lead Attorney of the decision regarding the suspension.
- 10.5.6 Instructions to the Firm will remain suspended during the process contemplated in this clause 10.

10.6 Relationship between the Parties during the period of suspension

- 10.6.1 All the terms of the Service Level Agreement with the exception of the issuing of new instructions will remain in full force and effect for the duration of the period of suspension.
- 10.6.2 The Firm shall ensure that all instructions received by the Firm prior to the suspension are dealt with in accordance with the relevant provisions of the Service Level Agreement.
- 10.6.3 The Firm shall ensure that the level of service standards expected of the Firm prior to the suspension is maintained during the period of suspension.

11. BREACH

- 11.1 In the event of either one of the Parties (the defaulting party) committing a breach of any of the provisions of this Service Level Agreement and failing to remedy such breach within a period of 14 (fourteen) Days after receipt of a written notice from the other party (the aggrieved party) calling upon the defaulting party to remedy the breach complained of, then the aggrieved party shall be entitled at its sole discretion and without prejudice to any of their other rights in law and or in terms of this agreement, either to claim specific performance in terms of the agreement, or cancel the agreement forthwith with without further notice and recover damages from the defaulting party.
- 11.2 In the event that the defaulting party being in breach of any provision of this Service Level Agreement and the aggrieved party having to take legal action / dispute resolution steps against the defaulting party as a result thereof (please refer to the arbitration clause), the defaulting party shall be liable to pay the aggrieved party’s legal cost as well as all disbursements and other expenses reasonably incurred in having to had to take such action.

12. TERMINATION OF THE SERVICE LEVEL AGREEMENT BY THE MUNICIPALITY

- 12.1 The Municipality may at any time terminate this Service Level Agreement by giving 30 (thirty) Days written notice to the Firm.

12.2 Reasons for termination

In deciding to terminate this Service Level Agreement, the Municipality will have regard to, amongst other considerations, the following:

- 12.2.1 A breach or breaches of the terms and conditions of the Service Level Agreement;
- 12.2.2 The Firm failing to uphold the attorney / client relationship;
- 12.2.3 The Firm acting against the Municipality;
- 12.2.4 Operational requirements of the Municipality;
- 12.2.5 The Lead Attorney, Professional Person, candidate attorney or other key personnel employed by the Firm being found guilty of a fraudulent act;
- 12.2.6 An attorney delivering services to the Municipality having been suspended by the relevant professional body for any reason;
- 12.2.7 The Firm failing to provide the Municipality with Fidelity Fund certificates as required in this agreement.
- 12.2.8 Instructions to the Firm having been suspended and on the expiration of the initial or extended suspension period, the cause or causes for suspension not having been remedied by the Firm to the satisfaction of the Municipality;
- 12.2.9 *A de bonis propriis* cost order granted against the Firm in a matter in which the Firm had been instructed to attend to on behalf of the Municipality;

Signature		Name (print)	
Capacity		Date	
Name of firm			



- 12.2.10 An adverse cost order granted against the Municipality, or any of its employees in their personal capacities, which could have been avoided had the Firm taken reasonable care in the handling of the matter;
 - 12.2.11 A court having found that the Firm, or any of the Professional Persons in its employ, had acted unprofessionally in discharging its duties in relation to any matter where the Firm held instructions on behalf of the Municipality;
 - 12.2.12 A judgment by default having been granted against the Municipality in a matter in which the Firm was instructed by the Municipality and the sole cause of the default judgment being that the Firm failed to timeously or **adequately** enter an Appearance to Defend;
 - 12.2.13 A judgment by default having been entered against the Municipality due to the Firms failure to timeously or adequately deliver a plea;
 - 12.2.14 A writ of execution having been served on the Municipality the sole cause of the writ being that the Firm failed to provide the Municipality with the court order within 3 (three) Days of the order having been granted, as required in terms of Annexure B;
 - 12.2.15 The Firm having been instructed to oppose a taxation of a bill of costs failed to do so;
 - 12.2.16 The capacity of the Firm;
 - 12.2.17 The level of service delivery by the Firm;
 - 12.2.18 The performance of the Firm;
 - 12.2.19 A violation by the Firm of the governing principles contained in clause 4 above, particularly, but not limited to the principle of **trust**;
 - 12.2.20 Distribution or redistribution of instructions by the Municipality in any manner that will ensure equitable file allocation to the firm's appointed to its Panel of Attorneys.
 - 12.2.21 Any other reason in which the Municipality's opinion warrants the termination of the Service Level Agreement;
- 12.3 Process of termination**
- 12.3.1 Notice of termination of the Service Level Agreement will be delivered to the Lead Attorney in writing by the Municipality's Contract Manager and shall contain the reasons for termination of the Service Level Agreement.
 - 12.3.2 The termination of the Service Level Agreement will become effective on the 31st day following the receipt by the Firm of the notice referred to in clause 12.3.1.
 - 12.3.3 Any termination will be subject to the provisions of clause 12.4 of this Service Level Agreement.
- 12.4 Disputes arising from termination of the Service Level Agreement by the Municipality**
- 12.4.1 Within 5 (five) Days of receipt of the notice referred to in clause 12.3 above, the Lead Attorney may deliver to the Municipality's delegated Contract Manager a written response to such notice, addressing the reasons for the termination of the Service Level Agreement.
 - 12.4.3 The representations made by the Firm will be considered by the Municipality and within 10 (ten) Days of receipt of the response referred to in clause 12.4.1 above, the Municipality's Contract Manager will in writing notify the Lead Attorney of the outcome of the representations made.
 - 12.4.4 In the event of the Firm remaining dissatisfied with the decision of the Municipality, the Lead Attorney may, within 3 (three) Days of receipt of the notice referred to in clause 12.4.2 above, in writing, furnish a meeting request to the Municipality's Contract Manager to discuss the termination of the Service Level Agreement.
 - 12.4.5 Such meeting will be held within 10 (ten) Days from receipt of the request referred to in clause 12.4.3 above, or such longer period as agreed to between the Parties in writing.

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Capacity		Date	
Name of firm			



- 12.4.6 Within 3 (three) Days of the meeting having been held, the Municipality’s Contract Manager will notify the Lead Attorney of the Municipality’s decision regarding the termination of the Service Level Agreement.
- 12.4.7 Should the Firm be dissatisfied with the decision of the Municipality, the Firm may refer the dispute for arbitration in terms of clause 14 below.

12.5 Relationship between the Parties after termination of the Service Level Agreement

- 12.5.1 The firm, upon receipt of the notice contemplated under clause 12.1 above, shall be deemed to be under suspension as contemplated in clause 10 above for the duration of the 30 (thirty) Days’ notice period, with the proviso that all the terms of clause 10.6 above shall apply to it.
- 12.5.2 During the 30 (thirty) Days’ notice period, irrespective of whether the Firm agrees with the termination or not, the Firm shall prepare all un-finalized files for handover to the Municipality as contemplated in clause 13 below.
- 12.5.3 The Firm shall also ensure that the service standards expected of the Firm prior to the termination of the Service Level Agreement are maintained during the period of deemed termination.
- 12.5.4 The governing principles of good faith, mutual trust and ethical conduct shall endure after termination of the Service Level Agreement.
- 12.5.5 Upon the Service Level Agreement with the Firm having been finally terminated, the Firm shall be disqualified from consideration for any tender issued by the Municipality for a period of **3 (three) years** subsequent to the date of termination.

13. TERMINATION OF THE SERVICE LEVEL AGREEMENT BY THE FIRM

- 13.1 The Firm may terminate the Service Level Agreement by giving the Municipality 60 (sixty) Days’ notice in writing.

13.2 Process of termination

- 13.2.1 Notice of termination of the Service Level Agreement by the Firm must be delivered in writing to the Municipality’s designated Contract Manager and shall contain the reasons for the termination of the Service Level Agreement.
- 13.2.2 The termination of the Service Level Agreement will become effective on the 61st day following the receipt by the Municipality of the notice referred to in clause 13.2.1.

13.3 Relationship between the Parties after termination of the Service Level Agreement by the Firm

- 13.3.1 Upon receipt by the Municipality of a notice contemplated under clause 13.2.1 above, the Firm shall be deemed to be under suspension as contemplated in clause 10 above for the duration of the 60 (sixty) Days’ notice period contemplated in clause 13.2.1 above.
- 13.3.2 During the 60 (sixty) Days’ notice period, the Firm shall prepare all un-finalized files for handing over to the Municipality as contemplated in clause 13.4 below.
- 13.3.3 The Firm shall also ensure that the service standards expected of the Firm prior to the termination of the Service Level Agreement are maintained during the period of deemed suspension.

13.4 Handover process (By termination)

- 13.4.1 Upon termination of the Service Level Agreement by either the Municipality or the Firm, the Firm will be obliged to hand over all un-finalized files to the Municipality.
- 13.4.2 The Firm waives any and all rights of retention over **any** and all documents in respect of any work done by it on behalf of the Municipality.

Signature		Name (print)	
Capacity		Date	
Name of firm			



13.5 Procedure upon receipt of notice of termination

- 13.5.1 Immediately upon date of the notice of termination having being furnished by either of the Parties, the Firm shall commence preparations for handover of the un-finalized files.
- 13.5.2 Within 30 (thirty) Days of notice of termination and subsequent to the delivery of all un-finalized files to the Municipality by the Firm, the Firm shall in terms of clause 13.5.4 below, prepare, serve and file the notices of withdrawal as attorneys of record for all un-finalized matters in the Firm’s possession which shall be delivered to the Municipality’s Legal Services Department, and signed for by the Senior Manager: Legal Services.
- 13.5.3 The Firm shall remain responsible for all un-finalized matters which have not yet been handed over to the Municipality.
- 13.5.4 Within 30 (thirty) Days of notice of termination, the Firm shall make copies of the files of all un-finalized files in its possession. The original files shall be delivered by hand to the Municipality’s Legal Services Department, and signed for by the Senior Manager: Legal Services. The files shall be accompanied by:
 - 13.5.4.1 An inventory of all matters handed over;
 - 13.5.4.2 Copies served and filed and notices of withdrawal as attorneys of record attached to each file;
 - 13.5.4.3 A written confirmation by the Lead Attorney that all un-finalized files have been handed over, and that no documents or files have been withheld for whatever reason.

13.6 Procedure in respect of cost after termination of the Service Level Agreement

- 13.6.1 Within 90 (ninety) Days of termination, but not prior to the date on which the files are handed over, the Firm shall present the Municipality with bills of cost (actual) in respect of each matter handed over to the Municipality.
- 13.6.2 These bills of cost shall be delivered by hand to the Legal Services Department of the Municipality, and signed for by the Senior Manager: Legal Services.
- 13.6.3 The bills of cost shall be accompanied by:
 - 13.6.3.1 A list of the matters to which the bills pertain;
 - 13.6.3.2 A written confirmation by the Lead Attorney that the bills represent the full value of outstanding fees and disbursements due to the Firm; and
 - 13.6.3.3 A consolidated statement of account of outstanding fees and disbursements due to the Firm.

14. DISPUTE RESOLUTION

- 14.1 All disputes with regards to or arising from this Service Level Agreement shall come into being from the date of notification thereof by one party to the other which notice shall contain the nature of the dispute to be resolved. The parties must refer any dispute to be resolved by:
 - 14.1.1 Negotiation, and if not successful;
 - 14.1.2 Mediation; and if not successful;
 - 14.1.3 Arbitration
- 14.2 Dispute resolution shall not preclude any party from approaching the High Court of South Africa for interim relief in respect of urgent matters by way of an interdict, or mandamus pending finalisation of the dispute resolution process. The Parties irrevocably submit to the jurisdiction of the High Court of South Africa.
- 14.3 During the dispute resolution process the Lead Attorney must continue with the professional service for all existing matters, and maintain the required service standard.

Signature		Name (print)	
Capacity		Date	
Name of firm			



- 14.4 This clause furthermore constitutes the irrevocable confirmation that the parties submit to the dispute resolution proceedings in terms hereof and neither of the parties shall be entitled to withdraw therefrom or to claim at any negotiation, mediation or arbitration proceedings that they are not bound by the dispute resolution provisions of this agreement.
- 14.5 Within 10 (ten) Days of notification, the parties must seek an amicable resolution to the dispute by referring the dispute to designated and authorised representatives of each of the parties to negotiate and attempt to resolve the dispute. If an amicable resolution to the dispute is arrived at, the authorised representatives of the parties must sign, within the 10 (ten) day period an agreement confirming that the dispute has been resolved.
- 14.6 In the event of negotiations in terms of clause 14.5 having failed, the parties must, within 15 (fifteen) Days of the negotiations having failed refer the dispute for resolution by mediation under the rules of the Arbitration Foundation of South Africa or its successor or body nominated in writing by it in its stead.
- 14.7 The period for negotiation or for referral of the dispute for mediation, may be decreased or increased by written agreement between the parties.

15. ARBITRATION

- 15.1 Should any dispute arise between the parties in connection with the interpretation or application of the provisions of this Service Level Agreement or a breach, or termination, or any other matter excluding suspension and cost issues, such disputes will, unless resolved between the parties, be referred to and be determined by arbitration in terms of this clause, as expediently as may be reasonably possible.
- 15.2 During the arbitration process the Lead Attorney must continue with the professional service for all existing matters, and maintain the required service standard.
- 15.3 The referral of a dispute to arbitration will take place in the event of mediation contemplated in clause 14.5 having failed. The referral will take place within 15 (fifteen) Days of the mediation having failed, for resolution by expedited arbitration under the current rules of the Arbitration Foundation.
- 15.4 Either Party to this Service Level Agreement may demand that a dispute be determined in terms of this clause by written notice to the other party, provided that any resolution measures referred to in this Service Level Agreement has been exhausted.
- 15.5 Written demand for a dispute to be referred to arbitration must be delivered by the Firm to the Municipality's Contract Manager by hand; or by the Municipality to the Lead Attorney by electronic mail.
- 15.6 The parties shall be entitled to legal representation during the arbitration process.
- 15.7 The arbitration shall be held in Cape Town, or elsewhere by agreement, with only the parties and their legal representatives being present, and in accordance with the formalities and procedures to be determined by the arbitrator, and may be held in an informal and summary manner, on the basis that it will not be necessary to observe or carry out the usual formalities or procedures, pleadings, and discovery or the strict rules of evidence, it being the intention that the arbitration be held and completed as expediently soon as possible.
- 15.8 A single arbitrator will be appointed by agreement between the parties within 10 (ten) Days of the dispute having been referred to arbitration. The arbitrator will be an advocate of not less than 7 (seven) years' experience, acceptable to both parties.
- 15.9 Should the parties fail to agree on the arbitrator within 5 (five) Days after the arbitration was demanded, the arbitrator will be appointed at the request of either party by the Chairperson for the time being of the Cape Bar Council, his or her successor in title or assigns.
- 15.10 Each party shall be liable to pay an equal share of the arbitration costs, subject to the provisions of clause 15.12 below.
- 15.11 The decision of the arbitrator will be final and binding on the parties.

Signature		Name (print)	
Capacity		Date	
Name of firm			



- 15.12 The arbitrator will be entitled to make such award, including an award for specific performance, damages or a penalty or otherwise as he/she, in his/her sole discretion, may deem fit and appropriate and to deal with as he/she deems fit and with regard to the question of costs, , if applicable, costs on an attorney and client scale and his/her own fees.
- 15.13 This arbitration clause does not prohibit a party from seeking relief in a dispute where urgency can be proved, and where, as a result, application can be made for an urgent interdict, urgent declaratory order or other urgent relief to any court of competent jurisdiction on condition that such urgent relief is only of an interim nature pending the final determination by the arbitrator.
- 15.14 The provisions of this clause constitute an irrevocable confirmation by both parties that they submit to proceedings in terms hereof and no party will be entitled to withdraw therefrom or claim at any such proceedings that it is not bound by such provisions. These provisions are severable from the remainder of this Service Level Agreement and will remain in effect until the dispute pertaining to the termination of or invalidity of the Service Level Agreement has been finally resolved.

16. PAYMENT

- 16.1 The Municipality shall pay the Firm for the due, full and proper performance and fulfilment by the Firm of its obligations.
- 16.2 Payment of invoices shall be subject to the review and sign-off by the delegated official of the Municipality, which sign-off shall not be unreasonably withheld.
- 16.3 The Firm shall ensure that the invoices submitted to the Municipality are sufficiently detailed and shall include such supporting documentation as is necessary for the Municipality to be able to confirm the correctness of the amounts being invoiced as well as to be able to tie the invoice to the matter.
- 16.4 For conveyancing and notarial work, invoices will only be paid once the transaction has been duly registered in the Deeds office, or the investigation in the Deeds Office has been # finalized and in the case of a lost title deed application, once the certified copy has been received by the Municipality
- 16.5 The Firm must be registered on the Municipality’s Supply Chain Management database before any payment can be made.
- 16.6 An original and detailed tax invoice must be submitted after the Municipality has acknowledged receipt rendered in writing.
- 16.7 A verification of bank details, must be received before payment may be effected.
- 16.8 The Firm shall be required to verify its bank account by furnishing the Municipality with a letter with a bank stamp.
- 16.9 The following bank details must be verified.
 - 16.9.1 Account holder and the trading names
 - 16.9.2 Bank Name
 - 16.9.3 Branch Name
 - 16.9.4 Branch Code
 - 16.9.5 Account Number
 - 16.9.6 Type of Account
- 16.10 Payment will be made within 30 (thirty) Days from date of receipt of the invoice on condition that the documentation listed in 16.2 and 16.3 above is furnished to the Municipality. The Firm shall be responsible for the payment of its service providers involved in the case, i.e. correspondents, advocates, etc. provided that the involvement of other services providers has been preapproved by the delegated authority of the Municipality.
- 16.11 Should the documentation be incomplete, incorrect or late, payment shall only be effected once the correct and complete documents have been received and shall be made in terms of the provisions 16.5 and 16.6 above.

Signature		Name (print)	
Capacity		Date	
Name of firm			



- 16.12 Payment shall be effected by electronic bank transfer or any other method of payment decided to be used by the Municipality from time to time in its sole discretion.
- 16.13 Value Added Tax (VAT) shall be charged on all invoices (where applicable), which must include the Firm’s VAT registration number, in terms of the South African Value Added Tax Act.
- 16.14 Any disputes that may arise between the Firm and the Municipality regarding:
 - 16.14.1 the non-payment, under payment or erroneous payment of fees and disbursements, and/or
 - 16.14.2 the misrepresentation and consequent over-payment of fees and disbursements, will be dealt with in terms of clause 14 above.

17. REPORTING

- 17.1 In addition to general feedback, monthly status reports must be furnished to the Municipality by the Firm on the last day of each month.
- 17.2 The monthly reports must be delivered by electronic mail to the addressed provided to the Firm from time to time in respect of each relevant department and office.
- 17.3 The Municipality may from time to time give the Firm notice of new electronic mail addresses to which the monthly status reports must be delivered.
- 17.4 In the monthly status reports the Firm must report on each un-finalized matter and each matter finalised during the month preceding the reporting date.
- 17.5 Written Monthly status reports must be submitted, and contain the following information:
 - 17.5.1 File reference number;
 - 17.5.2 Date firm received file content;
 - 17.5.3 Contact person at Firm;
 - 17.5.4 Details of Parties involved;
 - 17.5.5 Status of matter
- 17.6 The Municipality may during the term of this Service Level Agreement implement new ICT technologies which may necessitate a change in the format which the Firm must submit monthly reports to the Municipality. The Firm undertakes to abide by any change in the reporting format as required by the Municipality.
- 17.7 In addition to the monthly reports outlined above, the Municipality may at any time require the Firm to report more frequently, or on matters not dealt with above.
- 17.8 The Firm recognises that the Municipality is entitled to any and all information held by the Firm relating to matters handled by the Firm on behalf of the Municipality.
- 17.9 The Firm acknowledges that the failure to comply with any of its reporting obligations will constitute a material breach of its obligations in terms of this Service Level Agreement, and may warrant suspension, or termination of the Service Level Agreement.

18. CONTRACT MANAGEMENT

- 18.1 The parties acknowledge the need for proper monitoring of their obligations in terms of this Service Level Agreement.
- 18.2 The Firm undertakes to at all times have a dedicated person assigned to the Municipality as a contact person in respect of contract management issues.

Signature		Name (print)	
Capacity		Date	
Name of firm			



- 18.3 To this end the Firm designates the following person / persons as ultimately responsible for the contract management of this Service Level Agreement.
 - 18.3.1 Lead Attorney
 - 18.3.2 Name:
 - 18.3.3 Tel No:
 - 18.3.4 Email:
- 18.4 In order to facilitate effective contract management, the Firm shall at quarterly intervals or at such intervals as determined by the Municipality, attend meetings with the Municipality’s designated Contract Manager and the delegated Department Head to discuss contract management issues.
- 18.5 Each party’s representatives shall be entitled to place such items which they intend to discuss at the meeting on the agenda for the meeting and shall give the representatives of the other party notice of all such items by no later than 16h30 2 (two) Days prior to the day on which the meeting is to be held.
- 18.6 The Firm shall not be entitled to raise a fee for attending these meetings.

19. GIFTS, INDUCEMENTS AND REWARDS

- 19.1 The Firm shall not, under any circumstances, offer, promise or make any gift, payment, loan, reward, inducement, benefit or other advantage to any of the Municipality’s employees.
- 19.2 Such an act shall constitute a material breach of the Service Level Agreement and the Municipality shall be entitled to terminate the Service Level Agreement forthwith, without prejudice to any of its rights in terms of this Service Level Agreement or otherwise in law.

20. CONFIDENTIAL INFORMATION

- 20.1 Notwithstanding and without limitation to the common law relationship between the Parties regarding the confidential nature of information made available to the Firm, the Firm acknowledges and accepts that it will have access to and be placed in possession of client information, financial information, statistics, procedures, processes and procedures of the Municipality.
- 20.2 The Firm acknowledges and accepts that it is reasonable for the Municipality to protect its rights in and to the confidential information.
- 20.3 The Parties acknowledge and accept that disclosure of the confidential information could, if disseminated to or used by any person without prior authorisation of the Municipality, cause the Municipality to suffer material harm.
- 20.4 The Firm will not disclose any portion of the confidential information to any third party other than to persons who are required to obtain such information by virtue of being appointed to provide a professional service in the matter.
- 20.5 The management of information must be in accordance with the provisions of POPI (when it comes into effect).
- 20.6 The Firm will procure all persons in its employ and any third party it may appoint who will have access to the confidential information as a result of such appointment, to bind themselves to the provisions of this clause.
- 20.7 The entire clause shall survive the termination of this Service Level Agreement for whatever reason and remain binding to the Firm indefinitely.
- 20.8 The Parties agree that they shall protect each other’s confidential information using the same standard of care that each party applies to safeguard its own confidential information and that the information shall be stored and handled in such a way as to prevent any unauthorised disclosure thereof.
- 20.9 Within 30 (thirty) Days after the termination of this Service Level Agreement for whatever reason, the receiving party of confidential information shall return same, including the original documentation.

Signature		Name (print)	
Capacity		Date	
Name of firm			



- 20.10 The disclosing party of confidential information may at any time request the receiving party of such confidential information to return any material containing, pertaining to or relating to information disclosed pursuant to the terms of this Service Level Agreement, and may in addition request the receiving party to furnish a written statement to the effect, that upon such return, the receiving party has not retained in its possession or under its control either or indirectly such material.
- 20.11 It is recorded that the following information shall, for the purposes of this Service Level Agreement, not be considered to be confidential information: Information known to the public or generally available to the public prior to the date that it was disclosed by either of the Parties to the other; or information which become known to the public or become generally available to the public subsequent to the date that it was disclosed by either of the Parties to the other, through no act or failure to act on the part of the recipient of such information.

21. DOMICILIUM CITANDI ET EXECUTANDI

21.1 The parties hereby choose as their respective *domicilium citandi et executandi* for all purposes of this Service Level Agreement, whether in respect of court processes, notices or other documentation or communications of whatever nature, the following address:

21.1.1 The Municipality:

.....

21.1.2 The Firm:

.....

21.2 Any notice or communication required or permitted to be given in terms of this Service Level Agreement shall be valid and effective only if in writing.

21.3 Notice shall be deemed to be given:

- 21.3.1 7 (seven) Days after posting by registered mail;
- 21.3.2 If delivered by hand, at the time of delivery;
- 21.3.3 On dispatch of successful transmission by electronic mail with a delivery receipt.

22. MISCELLANEOUS

- 22.1 This Service Level Agreement constitutes the whole agreement between the Parties and there are no terms, conditions, obligations, oral or written, express or implied other than those contained in this Service Level Agreement.
- 22.2 This Service Level Agreement replaces all previous agreements with a similar content between the Firm and the Municipality. There are no prior agreements with a similar subject to this Service Level Agreement that is binding on the Parties.
- 22.3 No amendment, addition, or variation, nor any extension of time of this Service Level Agreement shall have any force or effect unless same has been reduced to writing and signed by both Parties to this Service Level Agreement.
- 22.4 No extension of time or waiver of any of the provisions or terms of this Service Level Agreement shall constitute a novation or operate as an estoppel against any party in respect of its rights under this Service level Agreement **nor** shall it operate so as to preclude such party from exercising its rights strictly in accordance with this Service Level Agreement.
- 22.5 If any provision of this Service Level Agreement is unenforceable in law, such provision shall be severed from the remaining provisions of this Service Level Agreement and the remaining provisions of this Service Level Agreement shall not be affected and shall remain in full force and effect.

Signature		Name (print)	
Capacity		Date	
Name of firm			



22.6 The Municipality and the Firm warrant to each other that their respective signatories and representatives have the delegated power, authority, and legal right to conclude and sign this Service Level Agreement and perform in terms of this Service Level Agreement, and that this Service Level Agreement has been duly authorised by all necessary actions of their respective governing organs and management on them in accordance with the provisions of this Service Level Agreement.

23. CESSION AND ASSIGNMENT

23.1 The Firm shall not cede, assign or transfer any of its rights and obligations in terms of this Service Level Agreement whether in part or in whole, or delegate any of its obligations in terms of this Service Level Agreement.

23.2 The prohibition shall not be applicable to the appointment of correspondent attorneys provided that the Firm remains responsible for and in control of the rendering of the professional service.

24. NON – EXCLUSIVE AGREEMENT

24.1 The acceptance of the Firm’s tender and the placement of the Firm for a particular category of service must not be construed as an assurance that any work will be awarded to it during the contract term. The Municipality is not obligated to make exclusive use of the Firm.

24.2 Nothing in this Service Level Agreement shall be interpreted as precluding the Municipality from referring similar category of legal services to other firms.

25. CONTRACTUAL RELATIONSHIP – COMMUNICATIONS AND CONSENSUAL EFFORTS AND RESOLUTION

The Firm may not make any statement or furnish any information or cause any information to be furnished to news media, on or regarding any matter relating to the contractual relationship between the Parties, except with the prior **written consent** of the Municipal Manager of the Municipality.

26. LIMITATION OF LIABILITY AND INDEMNIFICATION

26.1 The Municipality shall not be liable for any damages arising out of any injuries sustained by the Firm’s employees whilst such person(s) is on any premises or in any vehicle owned or used by the Municipality or arising out of any damage or loss of any property belonging to such person(s) on or in such premises or property, whether such injury or damage or loss is caused by the negligence by the Municipality or any of its employees.

26.2 The Firm indemnifies the Municipality against any claims that may arise from the performance of their functions in terms of this Service Level Agreement and that of their employees.

27. INSURANCE

27.1 Without limiting the Firm’s liabilities or responsibilities in terms of this Service Level Agreement, the Firm shall provide insurance to cover its liabilities and responsibilities in terms of the Service Level Agreement.

27.2 The Firm shall ensure that it maintains professional indemnity insurance to cover to the value of at least R5, 000,000.00 (five million rand) for the duration of this Service Level Agreement and until such time all work allocated is finalised.

27.3 The insurance cover must be annually updated and certified copies submitted to the Municipality.

28. COMPLIANCE WITH LAWS AND TAX OBLIGATIONS

28.1 The Firm warrants that it complies with all laws and regulations applicable to it, with its legal obligations pertaining to its business in general and to its obligations contained in this Service Level Agreement as well as with all applicable requirements.

Signature		Name (print)	
Capacity		Date	
Name of firm			



- 28.2 The Firm warrants that any of its undertakings in terms of this Service Level Agreement do not constitute a contravention in terms of any statute, regulation, or regulating body rules that it is bound by, and undertakes to take all reasonable to ensure that this remains so.
- 28.3 The Firm furthermore specifically warrants that it complies with all of its obligations in terms of all tax laws and regulations applicable to it, including but not limited to all of its obligations pertaining to the payment of income tax, capital gains tax, employees tax, value added tax, skills development levies, unemployment insurance fund levies, workmen’s compensation fund levies, council levies and all other taxes payable now or in future and whether it is liable in in the Republic of South Africa, and undertake to continue to take all reasonable and necessary steps to ensure that this remains so.

29. SEVERABILITY

- 29.1 If any term, condition or performance, or any part thereof, in this Service Level Agreement is determined to be invalid, illegal, unlawful or unenforceable to any extent, then the provision shall be removed from the remaining provisions of this Service Level Agreement, or amended to make it valid, legal or enforceable, in such a manner as to leave the amended agreement substantially the same in essence, and the Service Level Agreement so amended shall remain in force and effect.
- 29.2 If any provision of this Service Level Agreement is determined to be invalid, illegal, unlawful or unenforceable to any extent above, such provision shall be deemed to be severable from the rest of the provisions of this Service Level Agreement, and shall not in any way affect the validity and enforceability of the rest of the provisions of this Service Level Agreement and the Service Level Agreement as a whole.

30. SCOPE OF WORK AND PROCEDURE

- 30.1 Within 5 (five) Days of the Municipality furnishing instructions, the Municipality will provide the firm with a copy of the Municipality’s file.
- 30.2 In the event of the Firm not receiving copies of the Municipality’s file content within the time period referred to above, the delegated department head from which the instruction was received must be notified of this in writing.
- 30.3 The Firm shall at all times maintain and operate ICT capabilities as required by the Municipality and shall inform the Municipality within 24 (twenty four) hours of any breakdown or other issues which may impact electronic mail or telephonic communications between the Firm and the Municipality.
- 30.4 The minimum time period specified in the Rules of Court for the delivery of applications, notices and pleadings must be adhered to at all times.

31. BRIEFING OF COUNSEL OR OTHER LEGAL EXPERTS

- 31.1 The Firm must first obtain written instructions/approval from the Municipality through its delegated authority to brief counsel or other experts, legal or otherwise.
- 31.2 Counsel or other experts will not be instructed for matters to be dealt with in the Magistrates Court, unless the prior written consent is obtained from the Municipality through its delegated authority.
- 31.3 When counsel or other experts has or have been instructed on trial, the Firm shall not, without the prior written approval of the Municipality through its delegated authority, brief counsel or other experts to provide written opinions on any aspect of the matter.
- 31.4 The written consent referred to above must be obtained from the delegated authority.

32. SOCIAL RESPONSIBILITY

The Firm undertakes to participate in the social responsibility (community investment) initiatives of the Municipality if and where applicable and permitted in terms of all legislation applicable to the legal profession. In this regard the Firm must liaise with the Municipality’s Directorate: Economic & Social Development & Tourism.

Signature		Name (print)	
Capacity		Date	
Name of firm			



33. FEE STRUCTURE (*DELETE IF NOT APPLICABLE)

33.1 General fee structure for litigation

Save for the time based work, and property law, conveyancing and notarial registration: low cost housing, and property law, conveyancing and notarial registrations: general and specialised work which are tendered for all other work will be based on pre – determined fixed fees applicable to all appointed service providers. The pre – determined fees are based on the following guidelines.

33.1.1*Non – litigious fees

In accordance with the Guidelines for Taxing Committees for the Assessment of non – litigious fees issued by the Legal Practice Council as amended from time to time. In this regard the Firm is limited to the fees tendered as per Annexure A attached.

33.1.2*Litigious fees

All non – time based fees will be charged out in accordance with the rules of the various courts as proclaimed by the Rules Board in terms of the Courts of Law Act (Act 107 of 1985) as amended. In this regard the Firm is limited to the fees tendered as per Annexure A attached.

33.2 *Property Law, Conveyancing and Notarial Registrations: Low Cost Housing Properties, General and Specialised

In this regard the Firm is limited to the fees tendered as per Annexure A attached.

SIGNED AT _____ **XXX** _____ **ON THIS** _____ **XXX** _____ **DAY OF** _____ **XXX** _____ **2020**

Witness
Name:

Name:
For: Overstrand Municipality
Name
Capacity

Witness
Name:

SIGNED AT _____ **XXX** _____ **ON THIS** _____ **XXX** _____ **DAY OF** _____ **XXX** _____ **2020**

Witness
Name:

Name:
For: Firm
Name
Capacity

Witness
Name:

Signature		Name (print)	
Capacity		Date	
Name of firm			



21. SCHEDULE OF WORK EXPERIENCE OF THE TENDERER

	Employer (Name, Tel, Fax, Email)		Nature of work	Value of work (Incl. VAT)	Date started	Date completed
1.	Name of entity					
	Contact Person					
	Tel					
	Fax					
	Email					
2.	Name of entity					
	Contact Person					
	Tel					
	Fax					
	Email					
3.	Name of entity					
	Contact Person					
	Tel					
	Fax					
	Email					
4.	Name of entity					
	Contact Person					
	Tel					
	Fax					
	Email					
5.	Name of entity					
	Contact Person					
	Tel					
	Fax					
	Email					

Attach more pages if necessary.

SIGNATURE		NAME (PRINT)		DATE	
CAPACITY		NAME OF FIRM			



22. PRICING SCHEDULE

- NOTE:**
1. Only firm prices will be accepted. Non-firm prices will not be considered.
 2. All delivery costs **MUST** be included in the bid price, for delivery at the prescribed destination.
 3. Document **MUST** be completed in non-erasable black ink.
 4. **NO** correction fluid/tape may be used.
 - a. In the event of a mistake having been made, it shall be crossed out in ink and be accompanied by an initial at each and every alteration.
 5. The Bidder **MUST** indicate whether he/she/the entity is a registered VAT Vendor or not.
 - a. In the case of the Bidder not being a registered VAT Vendor, both columns (amount/rate excluding AND including VAT) must reflect the same amount.

					INDICATE WITH AN 'X'				
Are you/is the firm a registered VAT Vendor					YES		NO		
If "YES", please provide VAT number									

I / We _____

(full name of Bidder) the undersigned in my capacity as _____

of the firm _____

hereby offer to Overstrand Municipality to render the services as described, in accordance with the specification and conditions of contract to the entire satisfaction of the Overstrand Municipality and subject to the conditions of tender, for the amounts indicated hereunder:

PRICING SCHEDULE:

10.1 Categories of Legal Services

- 10.1.1 Bids in terms of this tender will be adjudicated in accordance with the tendered time based fees (tariff per hour VAT included) where indicated in the Pricing Schedule as a time based fee. For this purpose the Pricing Schedule must be completed by bidders. An escalation of 6% per annum effective on July of each year will apply to time based fees, unless otherwise indicated in the Pricing Schedule.
- 10.1.2 Bidders may insert only one fee under a category of service in cases where more than one Lead Attorney offer services in the same category of service. If more than one fee is inserted the highest fee will be used for evaluation purposes.
- 10.1.3 Time based fees will also apply to after-hours work in cases of emergency.

Signature		Name (print)	
Capacity		Date	
Name of firm			

10.2 Please indicate the time based fee quoted for the category of service offered.

Item #	Description	Name and position of the lead attorney	Experience in this field	Rate per Hour (Incl. VAT)
10.2.1	Public and Municipal Law			

Item #	Description	Name and position of the lead attorney	Experience in this field	Rate per Hour (Incl. VAT)
10.2.2	Town Planning and Environmental Law			

Item #	Description	Name and position of the lead attorney	Experience in this field	Rate per Hour (Incl. VAT)
10.2.3	Building and Construction Law			

Item #	Description	Name and position of the lead attorney	Experience in this field	Rate per Hour (Incl. VAT)
10.2.4	Labour Law			

Item #	Description	Name and position of the lead attorney	Experience in this field	Rate per Hour (Incl. VAT)
10.2.5	Supply Chain Management			

Item #	Description	Name and position of the lead attorney	Experience in this field	Rate per Hour (Incl. VAT)
10.2.6	Evictions			

Item #	Description	Name and position of the lead attorney	Experience in this field	Rate per Hour (Incl. VAT)
10.2.7	Debt Collection			

Note: Save for the time based work, and property law, conveyancing and notarial registration: low cost housing, and property law, conveyancing and notarial registrations: general and specialised work which are tendered for (see Pricing Schedule), all other services in terms of this tender **will be based on pre – determined fixed fees applicable to all appointed service providers.** The pre – determined fees are based on the following guidelines.

10.3 Non – litigious fees

In accordance with the Guidelines for Taxing Committees for the Assessment of non – litigious fees issued by the Law Society of the Cape of Good Hope as amended from time to time.

10.4 Litigious fees

Signature		Name (print)	
Capacity		Date	
Name of firm			

All non – time based fees will be charged out in accordance with the rules of the various courts as proclaimed by the Rules Board in terms of the Courts of Law Act (Act 107 of 1985) as amended.

Disbursements as set out hereunder will apply.

NATURE OF DISBURSEMENT	METHOD OF CALCULATION
Advocate fees	Actual cost
Sheriff fees	Actual cost
Courier fees	Actual cost
Deeds searches	Actual cost
Accommodation cost	Actual cost
Tracing cost	Actual cost
Travel cost	R4.00 per kilometre
Accommodation	To be pre – arranged and approved
Outgoing telephone calls (local) per 5 minutes or part thereof	R10.00
Outgoing telephone calls (National)	R10.00
Outgoing telephone calls (Cellular) (per 5 minutes or part thereof)	R10.00
Outgoing emails	R5.00
Photocopying per page	R2.00

Pricing Schedule - Property Law, Conveyancing and Notarial Registrations: Low Cost Housing Properties, General and Specialised.

10.5 Low Cost Housing Properties

Purchase price/Property value	Conveyancing cost per transfer	Breakdown of account attached
Registration of transfer of low cost housing unit / per transfer*		

***Note: the fee is limited to R1,000.00 (one thousand rand) VAT excluded per transfer being the approved government grant funding per transfer.** Also excluded is the Deeds Office fee and/or other cost to effect transfer.

10.6 Conventional transfers and vesting transfers

Purchase price/Property value	Conveyancing cost per transfer	Breakdown of account attached
(i) does not exceed R100,000.00		
(ii) exceeds R100,000.00 but does not exceed R200,000.00		
(iii) exceeds R200,000.00 but does not exceed R300,000.00		
(iv) exceeds R300,000.00 but does not exceed R600,000.00		
(v) exceeds R600,000.00 but does not exceed R800,000.00		
(vi) exceeds R800,000.00 but does not exceed R1,000,000.00		
(vii) exceeds R1,000,000.00 but does not exceed R2,000,000.00		
(viii) exceeds R2,000,000.00 but does not exceed R4,000,000.00		
(ix) exceeds R4,000,000.00 but does not exceed R6,000,000.00		
(x) exceeds R6,000,000.00 but does not exceed R8,000,000.00		
(xi) exceeds R8,000,000.00 but does not exceed R10,000,000.00		
(xii) exceeds R10,000,000.00 but does not exceed R15,000,000.00		
(xiii) exceeds R15,000,000.00 but does not exceed R20,000,000.00		
(xiv) exceeds R20,000,000.00		

Signature		Name (print)	
Capacity		Date	
Name of firm			

10.7 Certificates of Title

	Description	Conveyancing cost per transaction	Breakdown of account attached
(i)	certificates of title under Sections 18, 34, 35, 36, 39, 43, 46 and 64 of the Act for first property		
(ii)	certificates of title under Sections 18, 34, 35, 36, 39, 43, 46 and 64 of the Act for additional property (per property)		
(iii)	certificates of consolidated title under Section 40, certificates of amended title and uniform title under Sections 41 and 42 and a certificate in terms of Section 38 of the Act (first properties)		
(iv)	certificates of consolidated title under Section 40, certificates of amended title and uniform title under Sections 41 and 42 and a certificate in terms of Section 38 of the Act - every additional constituent property after the first two properties		

10.8 Bond cancellations

	Capital amount of bond	Conveyancing cost per cancellation	Breakdown of account attached
(i)	does not exceed R150,000.00		
(ii)	exceeds R150,000.00 but does not exceed R300,000.00		
(iii)	exceeds R300,000.00 but does not exceed R600,000.00		
(iv)	exceeds R800,000.00 but does not exceed R1,000,000.00		

10.9 Miscellaneous**10.9.1 Fixed costs**

	Description	Conveyancing cost per transaction	Breakdown of account attached
(i)	Application for endorsement(s) in terms of Section 46 of the Act for the layout of a township or settlement per application		
(ii)	Application for the issuing of a certified copy of a deed in terms of Regulation 68(1)		
(iii)	Attending to the upliftment of attachment interdict in the Deeds Office		
(iv)	Drafting and registering of any notarial lease, servitude, donation or other notarial deed or cancellation thereof		

10.9.2 Cost/fee per hour (time based)

	Description	Conveyancing cost per transaction	Breakdown of account attached
(i)	For attendance on Surveyor-General, for the metrication or amendment of any diagram or obtaining a copy of any diagram or certificate of remainder from the Surveyor-General, including instructions;		
(ii)	Attending to investigations in the Deeds Office		

Signature		Name (print)	
Capacity		Date	
Name of firm			

10.9.3 Disbursements

	Description	Cost per transaction	Breakdown of account attached
(i)	Postage and Petties		
(ii)	Obtaining a copy of title deed/notarial deed/interdict for information purposes		

The fees stipulated this paragraph 10.2 will be fixed for the full duration of the contract term. The only increase allowed will be the Deeds Office costs which escalates annually on the 1st of April.

Signature		Name (print)	
Capacity		Date	
Name of firm			



23. MBD 7.2 – CONTRACT FORM – RENDERING OF SERVICES

NOTE:

1. This form must be completed in duplicate by both the successful bidder (Part 1) and the purchaser (Part 2). Both forms must be signed in the original so that the successful bidder and the purchaser will be in possession of originally signed contracts for their respective records.
2. NO correction fluid/tape may be used.
3. In the event of a mistake having been made, it shall be crossed out in ink and be accompanied by an initial at each and every alteration.

PART 1 (to be completed by the TENDERER)

1. I hereby undertake to render services described in the attached bidding documents to **Overstrand Municipality**, in accordance with the requirements and task directives / proposals specifications stipulated in Tender Number **SC2092/2020: Appointment of a panel of attorneys for the rendering of legal services for a contract period ending 30 June 2023**, at the price(s) quoted below / as per pricing schedule.
2. My offer(s) remain(s) binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid.
3. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - Bidding documents, viz
 - (a) Invitation to bid
 - (b) Tax clearance certificate
 - (c) Pricing schedule(s)
 - (d) Filled in task directive/proposal
 - (e) Preference claims in terms of the Preferential Procurement Regulations 2017
 - (f) Declaration of interest
 - (g) Special Conditions of Contract; and
 - (h) General Conditions of Contract.
4. 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.
5. 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 fulfilment of this contract.
6. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
7. I confirm that I am duly authorised to sign this contract.

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			
WITNESS 1:		WITNESS 2:	
DATE:			

Signature		Name (print)	
Capacity		Date	
Name of firm			



CONTRACT FORM - RENDERING OF SERVICES

PART 2 (to be completed by OVERSTRAND MUNICIPALITY)

1. I, _____,
 in my capacity as _____,
 accept your bid under reference number _____ dated _____,
 for the rendering of services indicated hereunder and/or further specified in the annexure(s).
2. An official order indicating service delivery instructions is forthcoming.
3. I undertake to make payment for the services rendered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice.
4. I confirm that I am duly authorised to sign this contract.

SIGNED AT _____ on this _____ day of _____ 20 ____.

TO BE COMPLETED BY THE OVERSTRAND MUNICIPALITY		
SIGNATURE:		OFFICIAL STAMP:
NAME (PRINT):		
WITNESS 1:		
WITNESS 2:		

24. DECLARATION BY TENDERER

I / We acknowledge that I / we am / are fully acquainted with the contents of the conditions of tender of this tender document and that I / we accept the conditions in all respects.

I / We agree that the laws of the Republic of South Africa shall be applicable to the contract resulting from the acceptance of *my / our tender and that I / we elect *domicillium citandi et executandi* (physical address at which legal proceedings may be instituted) in the Republic at:

I / We accept full responsibility for the proper execution and fulfillment of all obligations and conditions devolving in me / us under this agreement as the principal liable for the due fulfillment of this contract.

I / We furthermore confirm I / we satisfied myself / ourselves as to the corrections and validity of my / our tender; that the price quoted cover all the work / items specified in the tender documents and that the price(s) cover all my / our obligations under a resulting contract and that I / we accept that any mistake(s) regarding price and calculations will be at my / our risk.

I / We furthermore confirm that my / our offer remains binding upon me / us and open for acceptance by the Purchases / Employer during the validity period indicated and calculated from the closing date of the bid.

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



PART C – DATABASE REGISTRATION

A	If you are a bidder, DULY REGISTERED as a Preferred Supplier on the Supply Chain Management Database of the Overstrand Municipality, COMPLETE THIS SECTION		
SCM DATABASE REGISTRATION NUMBER		SC	
NAME OF FIRM			
SIGNATURE		CAPACITY	
NAME (PRINT)			

B	If you are a bidder, NOT DULY REGISTERED as a Preferred Supplier on the Supply Chain Management Database of the Overstrand Municipality, it is compulsory to complete and attach the following forms:
1	Database Registration Form
2	Questionnaire For Preferential Procurement Policy
3	Declaration By Supplier
4	National Small Business Act No. 102 Of 1996 Classification
5	Documents Required
6	Nature Of Operations, Products Or Services
7	Credit Order Instruction



FOR OFFICE USE ONLY

FORMS REMOVED & HANDED TO DATABASE OFFICIAL					
1	Database Registration Form	Yes		No	
2	Questionnaire For Preferential Procurement Policy	Yes		No	
2.1	BBBEE Certificate / Letter from Auditor				
3	Declaration By Supplier	Yes		No	
4	National Small Business Act No. 102 Of 1996 Classification	Yes		No	
5	Nature Of Operations, Products Or Services	Yes		No	
6	Credit Order Instruction	Yes		No	
7	Documents Required:				
7.1	Copy of Company Registration Documentation	Yes		No	
7.2	Tax Clearance Certificate	Yes		No	
7.3	PAYE	Yes		No	
7.4	UIF Certificate / proof	Yes		No	
7.5	WCA Certificate / Letter of Good Standing	Yes		No	
7.6	Copies of ID documents of Directors / Members / Shareholders / Partners.	Yes		No	
8.	LIST ANY OTHER FORMS REMOVED AND SUBMITTED TO DATABASE OFFICIAL:				
<i>I confirm that I have removed the forms as indicated above from the tender document and forwarded it to the Supplier Database Official</i>					
	Removed	Checked			
Print Name					
Signature					
Date					

PREFERENTIAL PROCUREMENT REGULATIONS 2017

1. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTION

1.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

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

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

2 BID DECLARATION

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

2.1.1 B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.3.1.2 AND 5.1	
2.1.1.1 B-BBEE Status Level of Contribution as reflected on the B-BBEE Certificate	
2.1.1.2 Points claimed in respect of Level of Contribution (maximum of 10 or 20 points)	

(Points claimed in respect of paragraph 6.1 must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or a Registered Auditor approved by IRBA or an Accounting Officer as contemplated in the CCA).

3	Persentasie aandeelhouing van persone geklassifiseer as jeug . (18 – 35 Jaar oud) / Percentage of shareholding of persons in the business classified as youth . (18 – 35 Years old) / Ipersenti labantu abanezabelo kwinkonzo zoshishino ababizwa ngokuba lulutsha (18 – 35 Yeminyaka)	%
4	Is u besigheid geleë binne die jurisdiksie van die munisipaliteit ? Is your business established within the area of jurisdiction of the Municipality?	In/Ngaphakathi
	Ingaba ishishini lakho limi kwingingqi elawulwa nguMasipala wesithili?	Uit/Out/Ngaphandle

Hiermee sertifiseer ek/ons die ondergetekende en die getuienisse dat bogenoemde inligting korrek is. / I/We hereby certify that the abovementioned information is correct signed by myself/ourselves and the witnesses. / Mna/Thina siqinisekisa ukuba ezi nkukacha zingasentla zilungile kwaye zisayinwe ndim/sithi kunye namangqina

Handtekening / Signature / Osayinileyo	Getuie / As Witness / Njengengqina



DECLARATION BY SUPPLIER

1. This document serves as a declaration to be used by the municipality 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. No Registration will be accepted from persons in the service of the state*.

2.(a) Any prospective supplier, having a kinship with persons in the service of the state, including a blood relationship, may in terms of current legislation register on the Municipality's Database. In view of possible allegations of favouritism, should a resulting bid, or part thereof, be awarded to suppliers connected with or related to persons in the service of the state, it is required that the supplier or his/her authorised representative declare their position in relation to the evaluating/adjudicating authority and/or take an oath declaring his/her interest.

2.(b) The request for registration on the Municipality's database may be rejected if the supplier, or any of its directors/members/partners have:

- (i) abused the municipality's supply chain management system or committed any improper conduct in relation to such system;
- (ii) been convicted for fraud or corruption during the past five years;
- (iii) willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years;
- (iv) being a person whose tax matters are not cleared by the South African Revenue Services; or
- (v) 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).

3.	In order to give effect to the above, the following questionnaire must be completed and signed before a Commissioner of Oaths.			
3.1	Print full Name:			
3.2	Company/CC Registration or ID Number:			
3.3	Are you presently <i>in the service of the state</i> ? *	YES	NO	
3.3.1	If so, furnish particulars.			
3.4	Have you been <i>in the service of the state</i> for the past twelve months?	YES	NO	
3.4.1	If so, furnish particulars.			
3.5	Do you, have any relationship (family, friend, other) with persons <i>in the service of the state</i> and who may be involved with the evaluation and or adjudication of any prospective bid?	YES	NO	
3.5.1	If so, furnish particulars.			
3.6	Are you, aware of any relationship (family, friend, other) between a supplier and any persons <i>in the service of the state</i> who may be involved with the evaluation and or adjudication of any bid?	YES	NO	
3.6.1	If so, furnish particulars.			
3.7	Are any of your company's directors, managers, principle shareholders or stakeholders <i>in the service of the state</i> ?	YES	NO	
3.7.1	If so, furnish particulars.			
3.8	Is any spouse, child or parent of your company's directors, managers, principle shareholders or stakeholders <i>in the service of the state</i> ?	YES	NO	
3.8.1	If so, furnish particulars.			
3.9	Is the supplier or any of its directors/partners listed on the National Treasury's database as a company or person prohibited from doing business with the public sector?	YES	NO	
3.9.1	If so, furnish particulars.			



3.10	Is the supplier 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)?	YES		NO	
3.10.1	If so, furnish particulars.				
3.11	Was the supplier 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	
3.11.1	If so, furnish particulars.				
3.12	Does the supplier 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	
3.12.1	If so, furnish particulars.				
3.13	Was any contract between the supplier 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	
3.13.1	If so, furnish particulars.				

CERTIFICATION

I, the undersigned, _____, 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	Position	Date

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

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

COMMISSIONER OF OATHS

Signed and sworn to before me at _____, on this _____ day of _____ 20____

by the Deponent, who has acknowledged that he/she knows and understands the contents of this Affidavit, it is true and correct to the best of his/her knowledge and that he/she has no objection to taking the prescribed oath, and that the prescribed oath will be binding on his/her conscience.

COMMISSIONER OF OATHS:-

Position: _____

Address: _____

Tel: _____

Apply official stamp of authority on this page:



MBD 15 – CERTIFICATE FOR PAYMENT OF MUNICIPAL SERVICES

DECLARATION IN TERMS OF PARAGRAPH 38(1)(d)(i) OF SUPPLY CHAIN MANAGEMENT POLICY OF THE OVERSTRAND MUNICIPALITY (To be signed in the presence of a Commissioner of Oaths)

DECLARATION IN TERMS OF PARAGRAPH 38(1)(d)(i) OF SUPPLY CHAIN MANAGEMENT POLICY OF THE OVERSTRAND MUNICIPALITY (To be signed in the presence of a Commissioner of Oaths)

I, _____, _____ (full name and ID no.), hereby acknowledge that according to SCM Regulation 38(1)(d)(i), the Municipality may reject the tender of the tenderer if any municipal rates and taxes or municipal service charges owed by the Tenderer or any of its directors/members/partners to the Overstrand Municipality, or to any other municipality or municipal entity, are in arrears for more than 3 (three) months.

I declare that I am duly authorised to act on behalf of _____ (name of the firm) and hereby declare, that to the best of my personal knowledge, neither the firm nor any director/member/partner of said firm is in arrears on any of its municipal accounts with any municipality in the Republic of South Africa, for a period longer than 3 (three) months.

I further hereby certify that the information set out in this schedule and/or attachment(s) hereto is true and correct. The Tenderer acknowledges that failure to properly and truthfully complete this schedule may result in the tender being disqualified, and/or in the event that the tenderer is successful, the cancellation of the contract.

PHYSICAL BUSINESS ADDRESS(ES) OF THE TENDERER	MUNICIPAL ACCOUNT NUMBER

FURTHER DETAILS OF THE BIDDER'S Director / Shareholder / Partners, etc.:

Director / Shareholder / partner	Physical address of the Business	Municipal Account number(s)	Physical residential address of the Director / shareholder / partner	Municipal Account number(s)

NB: Please attach certified copy(ies) of ID document(s)

Number of sheets appended by the tenderer to this schedule (If nil, enter NIL)	
--	--

Signature	Position	Date

<p align="center">COMMISSIONER OF OATHS</p> <p>Signed and sworn to before me at _____, on this _____ day of _____ 20__</p> <p>by the Deponent, who has acknowledged that he/she knows and understands the contents of this Affidavit, it is true and correct to the best of his/her knowledge and that he/she has no objection to taking the prescribed oath, and that the prescribed oath will be binding on his/her conscience.</p> <p>COMMISSIONER OF OATHS:-</p> <p>Position: _____</p> <p>Address: _____</p> <p>Tel: _____</p>	<p>Apply official stamp of authority on this page:</p>
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National Small Business Act No. 102 of 1996 Classification

1. Indicate your Economic Sector - Give full description in 1.4 on page 1		2. Indicate the size of your Business if the National Small Business Act applies to your enterprise.				
Sector or sub-sectors in accordance with the Standard Industrial Classification		Size of class	Total full-time equivalent of paid employees	Total annual turnover	Total gross asset value (fixed property excluded)	Indicate the category of your business
Please indicate your Sector "X"			Less than:	Less than:	Less than:	"X"
All Tiers of Government 00001 - 09999		Not applicable	Not applicable	Not applicable	Not applicable	Not applicable
Agriculture 11001 - 14999		Medium	100	R 5 m	R 5 m	
		Small	50	R 3 m	R 3 m	
		Very small	10	R 0.50 m	R 0.50 m	
		Micro	5	R 0.20 m	R 0.10 m	
Mining and Quarrying 21001 - 29999		Medium	200	R 39 m	R 23 m	
		Small	50	R 10 m	R 6 m	
		Very small	20	R 4 m	R 2 m	
		Micro	5	R 0.20 m	R 0.10 m	
Manufacturing 30001 - 39999		Medium	200	R 51 m	R 19 m	
		Small	50	R 13 m	R 5 m	
		Very small	20	R 5 m	R 2 m	
		Micro	5	R 0.20 m	R 0.10 m	
Electricity, Gas and Water 41001 - 42999		Medium	200	R 51 m	R 19 m	
		Small	50	R 13 m	R 5 m	
		Very small	20	R 5.10 m	R 1.90 m	
		Micro	5	R 0.20 m	R 0.10 m	
Construction 50001 - 50999		Medium	200	R 26 m	R 5 m	
		Small	50	R 6 m	R 1 m	
		Very small	20	R 3 m	R 0.50 m	
		Micro	5	R 0.20 m	R 0.10 m	
Wholesale Trade, Commercial Agents and Allied Services 58001 - 61999		Medium	200	R 64 m	R 10 m	
		Small	50	R 32 m	R 5 m	
		Very small	20	R 6 m	R 0.60 m	
		Micro	5	R 0.20 m	R 0.10 m	
Retail and Motor Trade and Repair Services 62101 - 63500		Medium	200	R 39 m	R 6 m	
		Small	50	R 19 m	R 3 m	
		Very small	20	R 4 m	R 0.60 m	
		Micro	5	R 0.20 m	R 0.10 m	
Catering, Accommodation and other Trade 64101 - 64299		Medium	200	R 13 m	R 3 m	
		Small	50	R 6 m	R 1 m	
		Very small	20	R 1.50 m	R 0.90 m	
		Micro	5	R 0.20 m	R 0.10 m	
Transport, Storage and Communications 71001 - 75999		Medium	200	R 26 m	R 6 m	
		Small	50	R 13 m	R 3 m	
		Very small	20	R 3 m	R 0.60 m	
		Micro	5	R 0.20 m	R 0.10 m	
Finance and Business Services 81001 - 88999		Medium	200	R 26 m	R 5 m	
		Small	50	R 13 m	R 3 m	
		Very small	20	R 3 m	R 0.50 m	
		Micro	5	R 0.20 m	R 0.10 m	
Community, Social and Personal Services 91001 - 99999		Medium	200	R 13 m	R 6 m	
		Small	50	R 6 m	R 3 m	
		Very small	20	R 1 m	R 0.60 m	
		Micro	5	R 0.20 m	R 0.10 m	



NATURE OF OPERATIONS, PRODUCTS OR SERVICES

Please list the products/services provided by your enterprise under the appropriate headings. Indicate the PRIMARY and/or SECONDARY function applicable to your business by ticking the appropriate box and (i.e. nature of operations, products or services):

PRIMARY FUNCTION:		SECONDARY FUNCTION:	
PRODUCTS	<input type="checkbox"/>	PRODUCTS	<input type="checkbox"/>
SERVICES	<input type="checkbox"/>	SERVICES	<input type="checkbox"/>
LABOUR	<input type="checkbox"/>	LABOUR	<input type="checkbox"/>
EQUIPMENT	<input type="checkbox"/>	EQUIPMENT	<input type="checkbox"/>



KREDIETBEVEL INSTRUKSIE / CREDIT ORDER INSTRUCTION / UMYALELO NGOTYALO MALI

Dit is die Overstrand Munisipaliteit se beleid om alle krediteure deur middel van direkte bankoorplasinge te vereffen. Verskaf meegaande inligting en verkry asb. U bankiers se bevestiging.	It is the policy of the Overstrand Municipality to pay all creditors by means of direct bank transfers. Please complete this information and acquire your banker's confirmation.	Yinkqubo kaMasipala waseOverstrand ukuhlawula abo kufuneka bebahlawule ngokufaka imali ebhankini. Nceda ke ngoko uzalise olu xwebhu lungezantsi ngeenkukacha zakho ucele ibhanki yakho ukuba yenze isiqinisekiso sezi nkukacha.
--	--	---

BESONDERHEDE VAN FIRMA/INSTANSIE / DETAILS OF FIRM/INSTITUTION / IINKCUKACHA ZEFEMU/IZIKO:												
Naam / Name / Igama												
Adres / Address / Idilesi												

BESONDERHEDE VAN MY/ONS BANKREKENING IS AS VOLG / DETAILS OF MY/OUR BANK ACCOUNT ARE AS FOLLOWS / IINKCUKACHA ZEBHANKI YAM ZIMI NGOLU HLOBO:												
NAAM VAN BANK / NAME OF BANK / IGAMA LEBHANKI												
NAAM VAN TAK / NAME OF BRANCH / IGAMA LESEBE LEBHANKI												
REKENING NR / ACCOUNT NO / INOMBOLO YE_AKHAWUNTI												
TAKKODE / BRANCH CODE / IKHOWUDI YESEBE												
TIPE REKENING / TYPE OF ACCOUNT / UHLOBO LWE_AKHAWUNTI												

1 =	Tjekrekening Cheque Account I-akhawunti yetshekhi	2 =	Transmissierekening Transmission Account I-akhawunti vokuqithisela	3 =	Soaarrekening Savings Account I-akhawunti vemali eqciniweyo
4 =	Verbandrekening Bond Account I-akhawunti yebhondi	5 =	(Nie in gebruik) (Not in use) Avisetvenziswa	6 =	Subskripsieaandeelrekening Subscription Share Account I-akhawunti vomrhumo wezabelo

Ek/ons versoek en magtig hiermee die Overstrand Munisipaliteit om enige bedrae wat my/ons mag toeval, in my/ons bankrekening te krediteer. Ek/ons verstaan dat 'n betalingsadvies deur die Overstrand Munisipaliteit in die normale wyse verskaf sal word wat die datum sal aantoon wanneer die fondse beskikbaar sal wees, asook besonderhede van die betaling. Ek/ons onderneem verder om die Overstrand Munisipaliteit vroegetydig in kennis te stel van enige verandering in my/ons bankbesonderhede en erken dat hierdie magtiging slegs deur my/ons met dertig dae kennis gekanselleer kan word deur middel van voorafbetalde geregistreerde pos.	I/we hereby request and authorise the Overstrand Municipality to pay any amounts that may accrue to me/us to the credit of my/our bank account. I/we understand that a payment advice will be supplied by the Overstrand Municipality in the normal way that will indicate the date on which funds will be available in my/our bank account and details of payment. I/we further undertake to inform the Overstrand Municipality in advance of any change in my/our bank details and accept that this authority may only be cancelled by me/us by giving thirty days' notice by prepaid registered post.	Mna/Thina sicela/sigunyazisa uMasipala waseOverstrand ukuba ahlawule yonke imali eziimfanelo zam/zethu kwi-akhawunti yebhanki yam/yethu. Ndi/Siyaqonda ukuba isiqinisekiso semali ehlawulwe ngumasipala siza kufumaneka kwaye eso siqinisekiso siza kubonisa umhla ekuhlawulwe ngawo kunye nezinye iinkukacha zentlawulo. Ndi/Siya kumazisa umasipala xa iinkukacha zebhanki yam/zethu zitshintshile kwaye ndiza/siza kubanika isaziso seentsuku ezingama-30 ndisi/sisthumele ngeleta erejistarishiweyo.
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GEMAGTIGDE HANDTEKENING / AUTHORISED SIGNATURE / USAYINO OLUGUNYAZISIWEYO			
VOORLETTERS EN VAN / INITIALS AND SURNAME / OONOBUMBA BOKUQALA BEGAMA KUNYE NEFANI			
TELEFOONNOMMER / TELEPHONE NUMBER / INOMBOLO YEFOWUNI		DATUM / DATE / UMHLA	

VIR BANKGEBRUIK ALLEENLIK / FOR BANK USE ONLY / KUSETYENZISWA YIBHANKI KUPHELA	
I/WE HEREBY CERTIFY THAT THE DETAILS OF OUR CLIENTS BANK ACCOUNT AS INDICATED ON THE CREDIT ORDER INSTRUCTION IS CORRECT: _____ NAME & SURNAME OF BANK OFFICIAL (PRINT NAME) _____ SIGNATURE OF A BANK OFFICIAL	OFFICIAL DATE STAMP OF BANKING INSTITUTION



DOCUMENTS REQUIRED

DOCUMENTS REQUIRED	SOLE PROPRIETOR	CC'S AND PRIVATE COMPANIES	PARTNER-SHIPS	PUBLIC COMPANY	BUSINESS TRUST	NON PROFIT ORGANIZATIONS (NPO)	WHERE TO GET DOCUMENTS
COMPANY REGISTRATION CERTIFIED COPIES	N/A	Certificate of incorporation CK1/CK2	Partnership agreement	Certificate of Incorporation CM3	Trust agreement	Certificate of Incorporation Section 21	Registrar of CC's & Companies
PROOF OF OWNERSHIP CERTIFIED COPIES	N/A	Shareholding CK1/CK2	Partnership agreement	Shareholding CM3	Trustees details: Letter of Authority	Auditor's letter no shareholding	Registrar of CC'S & Companies
PROOF OF BANKING	Bank statement/ cancelled cheque	Bank statement/ cancelled cheque	Bank statement/ cancelled cheque	Bank statement/ cancelled cheque	Bank statement/ cancelled cheque	Bank statement/ cancelled cheque	Branch of bank at which Account is.
TAX CLEARANCE CERTIFICATE	For the Owner or the business	For the company / cc	For each individual shareholder	For the company	For the trust	For the NPO	SARS
P.A.Y.E	If staff are employed	If staff are employed	If staff are employed	If staff are employed	If staff are employed	If staff are employed	SARS
VAT REGISTRATION	Yes	Yes	Yes	Yes	Yes	Yes	SARS
U.I.F Certificate	YES	YES, if staff remuneration	YES, if staff remuneration	YES, if staff remuneration	YES, if staff remuneration	YES, if staff remuneration	Department of Labour
Workman's Compensation	YES, if staff remuneration	YES, if staff remuneration	YES, if staff remuneration	YES, if staff remuneration	YES, if staff remuneration	YES, if staff remuneration	Department of Labour
Security Officer's Board	If applicable –for security industry	If applicable –for security industry	If applicable –for security industry	If applicable –for security industry	If applicable –for security industry	If applicable – For security industry	Security Service Regulatory Authority
Proof of Disability	If owner is disabled	If Shareholder is disable	If Shareholder is disabled	If Is Shareholder is disable	If Shareholder is disable	If Shareholder is disabled	
Proof of Identity CERTIFIED	Owner	Directors / Members	Partners	Directors	Trustees	Directors	

FOR OFFICE USE ONLY:

BUSINESS NAME

DATE RECEIVED

DATE CAPTURED

ACCEPTED

DATABASE REGISTRATION NUMBER