



UMKHANYAKUDE DISTRICT MUNICIPALITY

APPOINTMENT OF A PANEL OF SERVICE PROVIDERS FOR LEGAL ATTORNEYS FOR A PERIOD OF THREE (3) YEARS.

BID No:

SCMU 005/2026/2027

BID DESCRIPTION:

APPOINTMENT OF A PANEL OF SERVICE PROVIDERS FOR LEGAL ATTORNEYS FOR A PERIOD OF THREE (3) YEARS.

TOTAL BID AMOUNT:

.....

AMOUNT IN WORDS

.....

CLOSING DATE:

12h00 midday, Monday, 19 October 2026

NAME OF BIDDER:

.....

CONTACT PERSON:

.....

STREET ADDRESS

.....

.....

TEL:

.....

CELL:

FAX:

.....

E-MAIL:

PREPARED FOR:

UMkhanyakude District
Municipality
13433 Kingfisher Avenue
Mkuze

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INVITATION TO BID

uMkhanyakude District Municipality invites prospective service providers to submit bids in accordance with the Terms of Reference provided in this invitation.

BID NO.	PROJECT NAME
SCMU 005/2026/2027	APPOINTMENT OF A PANEL OF SERVICE PROVIDERS FOR LEGAL ATTORNEYS FOR A PERIOD OF THREE (3) YEARS.
COLLECTION OF BID DOCUMENTS:	Bid documents available on www.etenders.gov.za and UMkhanyakude District Municipality website (www.ukdm.gov.za)
COMPULSORY SITE INSPECTION AND BRIEFING MEETING:	Will be held at UMkhanyakude District Municipality main office (Council Chamber) on the 11 th of September 2026.
BID CLOSING:	12h00 midday, Monday, 19 October 2026. Bids must be delivered at uMkhanyakude District Municipality Offices no later than the time and date indicated above. The delivery address is 13433 Kingfisher Avenue, Mkuze, KwaZulu-Natal.

The Bid evaluation process will be conducted in three stages as follows:

Stage 1: Administrative Compliance.

Stage 2: Preferential System will be applied using the 80:20 points system, where 80 points are allocated to price and 20 points are allocated to Special Goals (MBD 6.1) in terms of UKDM SCM Policy.

Stage 3: Award Criteria

Bids must be sealed, externally endorsed with the **Project Name: "APPOINTMENT OF A PANEL OF SERVICE PROVIDERS FOR LEGAL ATTORNEYS FOR A PERIOD OF THREE (3) YEARS."** Bid No: **SCMU 005/2026/2027** to be deposited in the uMkhanyakude District Municipality Tender Box, 13433 Kingfisher Avenue, Mkuze.

All technical enquiries regarding this bid must be directed **in writing** to the uMkhanyakude District Municipality Office of the Municipal Manager contact person: Adv. T Khuzwayo Telephone: - 035 573 8600 at Email: - ukdmlegal@ukdm.gov.za. For administrative queries, contact Supply Chain Management: Manager, Mr S.B. Buthelezi Telephone: - 035 573 8600; Email: scm@ukdm.gov.za.

Should you not receive communication from uMkhanyakude District Municipality within 120 days of submitting your bid; accept your submission is unsuccessful

TENDER SUBMISSION CHECKLIST

The Checklist below is attached hereto to assist Tenderers with the completion of the tender document. Tenderers are required to **TICK** the relevant boxes for verification purposes. Where information is not applicable to the tender, the symbols **N/A** must be inserted in the space provided.

***** D: Failure to comply with these Sections will prejudice the tender.**

No.	Description	<u>Tenderer to Tick (✓)</u>	<u>For Official Use Only</u>	
1	Has the Tender Document been completed in BLACK INK and all corrections counter-signed? (No correction fluid used)		D	
2	Have all tendered rates been priced in BLACK INK and corrections counter-signed? (No correction fluid used)	N/A	D	
3	Has all tendered amounts been arithmetically checked and the correct total amounts carried forward to the Summary Page and Tender Form?			
4	Has all information as required in terms of the Tender Document been submitted with the tender?		D	
5	Has the compulsory "Site Inspection/Tender Briefing" meeting been attended and has the "Site Inspection/Tender Briefing" Certificate been completed and signed at the meeting?	N/A	D	
6	Have all Declarations contained in the Tender Document been completed and signed by the Tenderer, and before a Commissioner of Oaths (if applicable)?		D	
7	Has the "Tender Form" been completed and signed?		D	
8	Has the "Special Goals Claim Form in terms of the UKDM SCM Policy" been completed in its entirety and signed?			
9	As an EME , is a certificate issued by an Accounting Officer or a Verification Agency accredited by SANAS or a Registered Auditor attached to the tender document?			
11	Is a valid Tax Clearance Status Verification Pin attached to the tender document?		D	
12	Has the CSD Supplier Number and Unique Registration Reference Number been submitted with the Tender Document? (Not older than 3 three months)		D	
13	Has the Proof of payment of municipal services (Not older than 3 three months) or Lease Agreement attached?			
14	Has the tenderer submitted all the required information in terms of claiming the specific goals as noted in this tender document? (ID Copy, Company Registration, Full CSD Report not older than 3 months, Medical Certificate – in case of a disabled person)			

Name of Tenderer : _____

Signature : _____



TENDER NOTICE

UMkhanyakude District Municipality hereby invites tenders from qualifying service providers for the **APPOINTMENT OF A PANEL OF SERVICE PROVIDERS FOR LEGAL ATTORNEYS FOR A PERIOD OF THREE (3) YEARS.**

Tender documents will be made available to tenderers. Tender documents can be downloaded and printed at the tenderer's cost from the National Treasury eTender Publication Portal on www.etenders.gov.za

Any enquiries relating to this tender must be forwarded to scm@ukdm.gov.za (SCM related). **Note that no enquiries will be attended to within the last three (3) calendar days before the date of tender closing.**

Tenders must be submitted in hard copy contained in sealed envelopes and marked with "**Contract No.** and the **Contract Description**" must be placed in the Tender Box located in the Foyer, Municipal Building, not later than **12h00 midday on Monday 19 October 2026** when they will be publicly opened. Only tenders placed in the Tender Box shall be accepted.

Tender Validity Period: 120 days commencing from the closing date of tender.

Tender Adjudication/Evaluation Criteria: The tender shall be evaluated on a Three (3) Stage Evaluation System – Stage One: Eligibility Criteria (Pre-screening); Stage Two: Functionality and Stage Three: 80/20 Special Goals System in accordance with the UKDM SCM Policy. ***The bidders should obtain the minimum functionality score of 70%.***

PREFERENCE/SPECIFIC GOAL POINTS WILL BE AWARDED AS FOLLOWING:

PREFERENCE/SPECIFIC GOAL		
PRICE	80	
SPECIFIC GOALS	20	
Specific Goal		REQUIREMENTS TO CLAM
1. Enterprise owned by Black people ≥ 51%	4	Certified ID Copies / CSD Full Report / Shareholder certificate
2. Enterprise owned by Women ≥ 51%	4	Certified ID Copies / CSD Full Report / Shareholder certificate
3. Enterprise owned by Youth	4	Certified ID Copies / CSD Full Report / Shareholder certificate
4. Enterprise owned by Disabled Persons	4	Medical Certificate
5. Enterprise owned by SMME'S – QSE and EME	4	CSD Full report / Proof of municipal accounts / affidavit / proof of residence signed by ward councillor (for those residing in rural areas) / lease agreement

Please ensure that the following compulsory documents are attached: Proof of compliance with their tax obligations with the South African Revenue Service (SARS); Proof of registration with the **Central Supplier Database (CSD)**; Proof of Good Standing with Municipal Account / Municipal Statement or Lease Agreement; MBD 4 – Declaration of Interest; MBD 6.1 – Specific Goals; MBD 8 – Declaration of bidders' past SCM practices; and MBD 9 – Independent Bid Determination.

Bidders shall take note of the following bid conditions:

1. The UMkhanyakude District Municipality Supply Chain Management Policy will apply
2. Bids which are late, incomplete, unsigned or submitted by facsimile or electronically, will not be accepted.
3. Price(s) quoted must be valid for at least one hundred and twenty (120) days from date of your offer.
4. Price(s) quoted must be firm and must specify whether inclusive of VAT (if a VAT vendor).

All bid documentation must be completed in its entirety and signed. Failure to submit the above documentation will disqualify your bid. Bidders must indicate their registered business address for the municipality to validate the good standing with municipal accounts.

The UMkhanyakude District Municipality does not bind itself to accept the lowest quotation or any tender and reserves the right to accept the whole or any part of a tender. This Bid is subject to the General Conditions of Contract (GCC) 2010 and, if applicable, any other Special Conditions of Contract.

DR.N.J. SIBEKO

MUNICIPAL MANAGER

UMKHANYAKUDE DISTRICT MUNICIPALITY

COMPULSORY TENDER DOCUMENTS:

1. Tax Clearance Certificate / Tax Clearance Pin. Each company within the Joint Venture / Consortium must submit Tax Clearance Certificate or a copy of Tax Compliance Status document with Pin and VAT certificate if applicable.
 2. Certified copies of all directors ID.
 3. Curriculum Vitae of all directors and attorneys in the law firm.
 4. Copy of current Fidelity Fund Certificate.
 5. Letter of Good Standing from the professional body for all directors.
 6. Letter of Good Standing for all attorneys/junior attorneys.
 7. Bank confirmation letter of the law firms Trust Account.
 8. Bank confirmation letter of the law firms Business Account.
 9. Copy of company registration documents. (if Incorporated)
 10. Copy of latest municipal account (Rates, Taxes and Services Account) which is not more than 3 months old at the time of closing/Lease agreement.
 11. Central Supplier Database (CSD) registration full report not older than 3 months.
 12. Completed and Signed Schedule of Quantities. Where an item is not going to be charged 0.00 must be inserted not a dash (-)
 13. Authority of Signatory must be completed and signed in case of a business not sole proprietor or one-person
- i.business or board of director's resolution authorizing signature to sign off the bid documents.
14. MBD 1: Invitation to tender.
 15. MBD 3.1 & 3.2
 16. MBD 4. Declaration of Interest.
 17. MDB 5. Declaration of procurement above R10 million (vat included)
 18. Audited/Reviewed annual financial statements for the past three years or since the date of establishment if established during the past three years for bids above R10 million.
 19. MBD 6.1 Preferential Points.
 20. MBD 7.2: Contract form – Rendering of services
 21. MBD 8: Declaration of bidder's past supply chain management practices.
 22. MBD 9: Certificate of independent bid determination.
 23. Bidders must sign or initial each page.
 24. Bid Documents must be completed in full.
 25. Registration of the service provider director's with IRBA or SAICA or IIA.

INVITATION TO BID – MBD 1

PART A

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE UMKHANYAKUDE DISTRICT MUNICIPALITY					
BID NUMBER:	SCMU005/2026/2027	CLOSING DATE:	19 October 2026	CLOSING TIME:	12h00 Midday
DESCRIPTION	APPOINTMENT OF A PANEL OF SERVICE PROVIDERS FOR LEGAL ATTORNEYS FOR A PERIOD OF THREE (3) YEARS.				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).					

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT 13433 HARLINGEN AVENUE, KINGFISHER ROAD, MKUZE, 3965

SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
TAX COMPLIANCE STATUS	TCS PIN:		O R	CSD No:	
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES WORKS OFFERED?	☐ Yes, ☐ No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES? WORKS OFFERED?		☐ Yes ☐ No [IF YES, ANSWER PART B:3]
TOTAL NUMBER OF ITEMS OFFERED			TOTAL BID PRICE		R N/A
SIGNATURE OF BIDDER			DATE		
CAPACITY UNDER WHICH THIS BID IS SIGNED					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:			TECHNICAL INFORMATION MAY BE DIRECTED TO:		
DEPARTMENT	FINANCE – SCM		DEPARTMENT	EXECUTIVE	
CONTACT PERSON	MR SB Buthelezi		CONTACT PERSON	Ms. T. KHUZWAYO	
TELEPHONE NUMBER	035 573 8643		TELEPHONE NUMBER	035 573 8600	
E-MAIL ADDRESS	siya@ukdm.gov.za		E-MAIL ADDRESS	ukdmlegal@ukdm.gov.za	

PART B
TERMS AND CONDITIONS FOR BIDDING

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

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

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			

STANDARD CONDITIONS OF TENDER

1. DOCUMENTS

This document comprises of the Standard Conditions of Tender, Standard Conditions of Contract, Special Conditions of Contract (if any), Legislation, Definitions, Specifications, Pricing Schedule, Tender Form, Drawings (if any), Data Sheets and Annexures thereto.

2. COMPULSORY SITE INSPECTION/TENDER BRIEFING MEETING

Will be held at UMkhanyakude District Municipality main office (Council Chamber) on the 11th of September 2026 at 09:00am.

3. SUBMISSION OF TENDERS

Tenders must be made out on the Tender Form annexed hereto. Tenderers are advised that this document must be completed in ink and submitted in its entirety. Failure to comply with this condition shall result in the tender being disqualified.

Only original hand written priced tender documents will be considered. Tenders submitted by electronic mail, telex or facsimile shall not be considered. ***The use of correction fluid is strictly prohibited.*** All corrections are to be countersigned.

Tenderers using Courier Companies or any other mode of transport to deliver their tender documents must ensure that the tender documents are delivered to the District Municipal Offices by the close of tenders. The Council shall not be held liable for any tender document which is not timeously delivered, mislaid or incorrectly delivered due to the negligence of the Courier Company or any other party involved in the delivery of the tender documents, including any employee of the Council.

Sealed tenders endorsed with the appropriate contract number, must reach the District Municipal Offices, no later than the closing date and time stated in the public advertisement inviting tenders, when they will be opened in public. Under no circumstances will any extension of time be allowed for the submission of tenders. Tenders shall remain valid for one hundred and twenty (120) days from the date of opening, except for the initial five (5) working days' grace period after the close of tenders within which period a tenderer may be permitted to withdraw its tender subject to an application with good and sufficient reasons being submitted in writing to obtain approval of such withdrawal, at the sole discretion of the Head: Supply Chain Management.

All literature submitted must be securely attached to the tender. The Council shall not be held liable for any loss or damages sustained due to the Tenderer's failure to comply with this condition.

In the case of a Tenderer withdrawing its tender after the expiry of the grace period, the Council may refuse to receive or consider, for such period as it may think fit, any further tenders from that Tenderer.

4. COMMUNICATION WITH MEMBERS OF THE COUNCIL OR COUNCIL EMPLOYEES

Without detracting from any prevailing law, no Tenderer shall offer, promise or give any person or persons connected with the adjudication, or awarding of the tender, any gratuity, bonus, discount or consideration of any kind in connection with the obtaining of a contract. Nor shall any Tenderer communicate with any member of the Council or a Council employee on a question affecting the awarding of a contract which is the subject of a tender, during the period between the closing date of tenders and the date of notification of the successful Tenderer; provided always that the Head: Supply Chain Management may, in exceptional circumstances, obtain additional information from a Tenderer to enable her to formulate her recommendation to Council.

Any attempt to contravene this condition which is brought to the notice of the Head: Supply Chain Management shall result in the disqualification of the Tenderer.

Prospective Tenderers are further advised that s118 of the Municipal Finance Management Act prohibits the interference, by any person, with the supply chain management system of the Municipality and the amendment of or tampering with any tender, quotation, contract or bid after its submission.

5. IMPORT PERMITS

The Council will not undertake to secure any import permits or currency for the import of any goods or materials required for the execution of this contract. The Tenderer must apply directly for any import permits or currency needed. However, the Council will furnish the successful Tenderer with a supporting statement, if required.

6. REGISTRATION WITH THE CENTRAL SUPPLIER DATABASE (CSD)

The National Treasury's Central Supplier Database (CSD) has been open for registration from 01 September 2015. The CSD serves as one single source of supplier information to all spheres of government.

Within this system, suppliers are required to register once when they do business with the state. This will significantly reduce the administrative burden for businesses, especially small and medium sized enterprises. The database interfaces with the South African Revenue Service (SARS), the Companies and Intellectual Property Commission (CIPC) and the payroll system. It will electronically verify a supplier's tax status and enable public sector officials doing business with the state to be identified.

All prospective suppliers can register any time on the CSD website www.csd.gov.za Prospective suppliers may also visit the Provincial Treasury Database office situated at Treasury House, Ground Floor, 145 Chief Albert Luthuli Road, Pietermaritzburg from 08h00 to 15h00, Mondays to Fridays, for any assistance with on-line registration on CSD.

For further information or enquiries, please contact 033 – 897 4516 / 033 – 897 4212 / 033 – 897 4624 / 033 – 897 4535 / 033 – 897 4676 / 033 – 897 4509 or toll-free at 0800 201 049 during office hours or via e-mail at database@kzntreasury.gov.za.

With effect from 01 July 2016, the uMkhanyakude District Municipality stopped to award any tender to a supplier not registered as a prospective supplier on the CSD. Accordingly, negotiations for the tender award will only be concluded with the qualify tenderer(s) who is/are registered on the CSD.

In order for Council to verify your Company's registration with CSD, please provide the following information for verification purposes:

CSD Supplier Number	
Unique Registration Reference Number	

Failure to provide the above information shall render the tender to be disqualified.

7. TAX CLEARANCE CERTIFICATE REQUIREMENTS

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

Tenderers shall be required to submit, together with the tender document, a valid Tax Clearance Certificate and a Tax Compliance Status Verification Pin issued by SARS. Failure to submit a valid Tax Clearance Certificate and a Tax Compliance Status Verification Pin will result in the invalidation and disqualification of the tender.

Further to the above, Tenderers are to note that the Tax Clearance Certificate must be valid for the full duration of the tender validity period i.e., three (3) months commencing from the closing date of the tender.

Should the validity of the Tax Clearance Certificate expire prior to the final award of the contract being made, the Council reserves the right to request the Tenderer to submit a further valid Tax Clearance Certificate. In this instance, the Tenderer shall be given seven (7) working days' written notice in which to comply. Should the Tenderer fail to comply with this request, the Council further reserves the right to make no award to the Tenderer and the Council shall not be held liable for any loss or damages sustained by the Tenderer.

If a tenderer has already submitted a Tax Clearance Certificate when registering on the Central Supplier Database (CSD), then there is no need to submit a hardcopy of another Tax Clearance Certificate provided that the Tax Clearance Certificate is still valid for the full duration of the validity period for this tender. In this instance, the Tenderer will be required to indicate below the CSD Supplier Number and Unique Registration Reference Number for verification purposes:

CSD Supplier Number	
Unique Registration Reference Number	

8. RATES

The prices, rates or percentages quoted in the proposal shall be deemed to include all costs, including but not limited to materials, plant, labour, patent rights and royalties, freight, insurance, customs, railage, delivery, etc, unless the Service Provider states otherwise in the proposal.

9. INCOMPLETE TENDERING

Tenders may be rejected if they show any additional, conditional or incomplete offers or irregularities of any kind in either the Tender Form or the Pricing Schedule, or if the prices tendered in the Schedule are not market related i.e., the tendered rates do not conform to current day prices.

Partial awards **may** be made where this is perceived by the Accounting Officer to be in the best interests of the Council. Council reserves the right to take into account the principle of the distribution of works in order to empower SMME's and BEE's.

Should there be any difference or discrepancy between the prices and particulars contained in the Tender Form and those contained in any covering letter submitted by the Tenderer, the prices and particulars contained in the Tender Form shall prevail.

10. ACCEPTANCE OF ANY TENDER

The Council does not bind itself to accept the lowest or any tender and reserves the right to accept the whole or any part of a tender.

Where less than three (3) tenders are received, the Head: Supply Chain Management reserves the right to purchase such items on the open market notwithstanding the acceptance of an offer.

The procedure which will be followed with the acceptance of a tender is as follows:

Formal agreement will be signed.

A Service Level Agreement will be entered into with the successful Service Provider. A letter of acceptance stipulating which rate/s has been accepted will be sent by the Head: Supply Chain Management to the Tenderer. The tender documents, together with the letter of acceptance, shall constitute a binding agreement between the Tenderer and the Council.

Unless otherwise stipulated in the covering letter submitted with the tender, the Tenderer shall have waived, renounced and abandoned any conditions printed or written upon any stationery used for the purpose of, or in connection with, the submission of the tender which are in conflict with the Council's Conditions of Tender and the Standard Conditions of Contract. The Tenderer is warned that any material divergence from the official conditions or specification may render the tender liable to disqualification.

11. DOMICILIUM CITANDI ET EXECUTANDI

For the purpose of the service of all documents and the giving of notice as may be required in terms of this contract, or as a result of any action arising in conjunction with it, the Council chooses Stand 13433 King Fisher Road, Remainder of Harlingen Farm Mkuze 3965 as its *domicilium citandi et executandi*.

The Tenderer's *domicilium citandi et executandi* shall be whatever street address is given in the Tender Form attached hereto.

Either party may, at any time, give one (1) month notice, in writing, of a change of its *domicilium citandi et executandi* provided that such address shall be within the Republic of South Africa.

12. DATA SHEETS

Tenderers shall be required to complete all Data Sheets and the Tender Form attached hereto in their entirety for adjudication purposes. Where Data Sheets and/or any other documentation as contained herein are required to be commissioned, such Data Sheets and/or documentation must be stamped and signed by a Commissioner of Oaths (where applicable). ***Failure to comply with these provisions will render the offer unresponsive (invalid).***

13. PROHIBITION ON AWARDS TO PERSONS IN THE SERVICE OF THE STATE

The Supply Chain Management Regulations states that the Council may not make any award to a person:

- (a) Who is in the service of the state;
- (b) If that person is not a natural person, of which and director, manager, principal shareholder or stakeholder is a person in the service of the state; or
- (c) Who is an advisor or consultant contracted with the municipality or municipal entity.

14. MUNICIPAL FEES

All Tenderers are to sign the Declaration herein declaring that their Municipal Fees are in order, or that proper arrangements have been made with the Council. Tenderers must include the relevant account numbers in the declaration.

15. APPEALS AND/OR OBJECTIONS

Any Tenderer aggrieved by decisions or actions taken by the Municipality may lodge within fourteen (14) calendar days of the date of the decision or action, a written objection or complaint to the Municipal Manager / Head: Supply Chain Management and Provincial Treasury Municipal Bids Appeals Tribunal. In the event that an appeal and/or objection is lodged, the above procedure shall apply.

16. JOINT VENTURE AGREEMENTS AND CONSORTIUMS

Tenderers intending to tender in the form of Joint Ventures/Consortiums **must submit** the following documentation together with the tender:

- 1) Original valid Tax Clearance Certificates or a Tax Compliance Status Verification Pins issued by SARS of all parties of the Joint Venture/Consortium;
- 2) All parties of the Joint Venture/Consortium must submit signed copies of:
 - a. The Declaration of Interest Form;
 - b. The Declaration of Bidder's Past Supply Chain Management Practices
 1. Form, and
 - c. The Certificate of Independent Bid Determination Form.
- 3) An undertaking duly signed by all parties of the Joint Venture/Consortium indicating their intention to enter into an agreement for the purposes of this contract, and,

Further to the above, the name of the Joint Venture/Consortium must appear on the relevant pages of the document. Failure to comply with these requirements shall lead to disqualification.

17. COMBATIVE TENDERING

The Supply Chain Management Regulations states that Combative tendering practices are unethical and illegal. These include but are not limited to:

- (i) Suggestions to fictitious lower quotations;
- (ii) Reference to non-existent competition;
- (iii) Exploiting errors in tenders;
- (iv) Soliciting tenders from Tenderers whose names appear on the list of restricted tenderers/suppliers/persons, and,
- (v) Submission of two tenders by a Tenderer.

Any attempt by a Tenderer to contravene this condition which is brought to the notice of the Municipal Manager or the Head: Supply Chain Management shall result in the disqualification of the tender. The Council further reserves the right to take any other action as it may deem necessary.

18. ADJUDICATION CRITERIA

The tender shall be evaluated on a Three Stage Evaluation System – Stage One: Eligibility Criteria; Stage Two: Functionality and Stage Three: 80/20 Special Goals Point System in accordance with the UKDM SCM Policy

UMKHANYAKUDE DISTRICT MUNICIPALITY

DEFINITIONS

- 1) The following definitions apply: -
- 2) **"Council"** means UMkhanyakude District Municipality (UKDM).
- 3) **"Head: Supply Chain Management"** means the Head: Supply Chain Management of the day of the UMkhanyakude District Municipality or the Manager's duly appointed Representative.
- 4) **"Accounting Officer"** means the: Office of the Municipal Manager of uMkhanyakude District Municipality or the said Manager's duly appointed Representative.
- 5) **"Service Provider/Contractor"** means the person, firm, Service Provider or company whose tender has been accepted by the District Municipality and includes the Service Provider's heirs, executors, administrators, trustees, judicial managers or liquidators, as the case may be, but not, except with the written consent of the Council, any assignee of the Service Provider.
- 6) **"Special Conditions"** means any addition to or departure from or amendment of these Standard Conditions as set out in Annexure "A" hereof.
- 7) **"Drawings"** means the drawings referred to in the Specification and any modification of such drawings approved in writing by the Engineer and such other drawings as may from time to time be furnished or approved in writing by the Engineer.
- 8) **"Contract Document"** means the Conditions of Tender, Scope of Contract, Terms of Reference, these Definitions, Special Conditions (if any), Equipment Specifications, Rates, Percentages and Prices, Tender Form and Annexures thereto. Any amendments to the contract document agreed to by the Council and the Service Provider, Provisional Letter of Acceptance and the final Letter of Final Acceptance.
- 9) **"Goods"** means the equipment, plant, vehicles, service or materials to be supplied in accordance with the Contract.
- 10) **"The Tender"** means the written offer made by the Service Provider to the Council.
- 11) **"Preferential Procurement Policy"** means the Preferential Procurement Policy Framework Act, 2000 (Act No 5 of 2000).
- 12) **"SARS"** means the South African Revenue Services.

BID CONDITIONS AND INFORMATION

1 Agreement

The successful bidder will be expected to sign the Contract Form (Part 1) of this bid document within 30 days of the date of notification by the uMkhanyakude District Municipality that his/her bid has been accepted.

2 Completion of Bid Documents

(a) The original bid document must be completed fully in black ink and signed by the authorised signatory to validate the proposal. All the pages must be initialled by the authorised signatory. Failure to do so may result in the invalidation of the bid.

(b) Bid documents may not be retyped or altered in any way.

3 Alteration or Qualification of Bid

No unauthorised alteration of this set of bid documents will be allowed. Any unauthorised alteration will disqualify the proposal automatically. Any ambiguity must be cleared with contact person for the bid before the closure date.

4 Authorised Signatory

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

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

5 Submission of Bid

(a) The bid must be put in a sealed envelope, or envelopes when the two-envelope system is specified, clearly marked with the bid number, title as well as closing date and time and placed in the ***Tender Box at the uMkhanyakude District Municipality by not later than 12h00 midday on 19 October 2026.***

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

6 Opening, Recording and Publications of Bids Received.

- i. Bids will be opened in public immediately after the bid closure date, or at such time as specified in the bid documents.
- ii. If requested by any bidder present, names of the bidders, and if practical the total amount of each bid and of any alternative bids will be read out aloud.
- iii. Bids received in time recorded and entered in a register which is open for public inspection.

7 Tax Clearance Certificate / SARS TCS Pin

- i. Compulsory requirement to submit active, valid Tax Compliance Status Pin (TCS) for independent verification of Tax status as at Bid evaluation stage.
- ii. Bids submission not supported by a valid SARS TCS Pin will be non-compliant.
- iii. Consortia / joint ventures /sub-contractors are involved; each party must submit individual SARS TCS Pin.

8 Evaluation of Bids

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

9 Acceptance or Rejection of a Bids

The uMkhanyakude District Municipality reserves the right to withdraw any invitation to submit a bid and/or to re-advertise or to reject any bid or to accept a part of it. The uMkhanyakude District Municipality does not bind itself to accepting the lowest bid.

10 Registration on Accredited Supplier Database

It is expected of all prospective service providers who are not yet registered on the Central Supplier Database to register online (www.csd.gov.za) and verify their company information at uMkhanyakude District Municipality Database Department. The Garden Route District Municipality reserves the right not to award proposals to prospective suppliers who are not registered on the CSD (Central Supplier Database).

11 Site / Information Meetings

None

12 Stamp and Other Duties

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

13 Language of Contract

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

14 Procurement Policy

Bids will be awarded in accordance with the SCM Policy and Preferential Procurement Policy of uMkhanyakude District Municipality, pertaining to the Preferential Procurement Policy Framework Act, No 5 of 2000.

15 Expenses Incurred in Preparation of Bid

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

16 Wrong Information Furnished

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

17 Validity Period

*Bids shall remain valid for **120 days** after the bid closure date.*

18 General and Special Conditions of Contract

The General Conditions of Contract as well as any Special Conditions of Contract that may form part of this set of bid documents will be applicable to this bid in addition to the conditions of bid.

19 Municipal Rates, Taxes and Charges

- i. The bidder to provide their municipal account of rates and taxes of both the Bidding entity and its directors in its Bid Document submission.
- ii. Any bidder which is or whose directors are in arrear with their municipal rates and taxes due to any Municipality within South Africa for more than three months and have not arranged for a settlement before the bid closure date will be disqualified.
- iii. *Bids submission not supported by a recent municipal account will be non-compliant. In the event of leasing, a valid lease agreement must be attached to the bid document.*
- iv. A Tenderer must submit a Municipal Account for their primary business location or valid lease agreement, as per address indicated in the bid document, to claim preference points for locality.
- v. Failure to submit a valid Municipal Account or Lease agreement will result in 0 preference point allocation for locality.

20 Contact with Municipality after Bid Closure Date

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

21 Specific Goals Supplier Bid Declaration

i. Bidders should complete the “preference claimed for” block in front page of the document, bid declaration point 1.4, 4.1 & 6.1 and failure on the part of a bidder to complete mentioned bullet points, will be interpreted to mean that preference points for specific goals are not claimed and you will not receive any points.
ii. Bids submission not supported by specific goals required documentation will be only considered on rates and no preferences
iii. Joint Ventures and Consortiums to submit a valid documentation to claim specific goals in the name of the Joint Venture or Consortium

1. NATURE OF SERVICES REQUIRED

Tenders are hereby invited from suitably qualified and experienced law firms employing admitted attorneys, duly qualified individuals, and institutions other than law firms as provided in this tender to tender for the rendering of professional legal services to the UMkhanyakude District Municipality as required from time to time for a period of three (3) financial years.

The Municipality intends to establish a panel of attorneys, duly qualified individuals, and institutions other than law firms comprising FOUR (4) areas/ categories of law to render legal advisory and ancillary services in respect of the various categories of service as set out herein. Instructions for the rendering of legal services will be issued when required from time to time. No assurance is given that any service provider on the panels will receive instructions during the term of contract.

Areas of law **Litigation and General Advisory** and **Labour law** will be evaluated and adjudicated on pre-qualification (eligibility); Areas of law **Conveyancing, Town Planning; Environmental and Property law** and **Forensic Services** will be evaluated and adjudicated on pre-qualification (eligibility) and price.

The terms of reference as set out below, must be complied with.

The Municipality reserves the right to appoint any other service provider and is not bound by any appointment in terms of this tender should specialist services be required not provided for in this tender document.

(* Mark with “X” Category/Categories applied for)

Items to be checked	X
Category A - Litigation and General Advisory	
Category B -Conveyancing, Town Planning; Environmental and Property law.	
Category C - Forensic Services	
Category D - Labour law, inter alia Local Government Collective Agreement matters	

2. CONTRACT DURATION

The envisaged commencement date for the required services is from the final award except as indicated otherwise. This is a multi-year tender; hence, the tender will run over three (3) financial years.

The tender rates must be fixed from date of award until the end of the contract.

3. **SCOPE OF SERVICES REQUIRED**

Services required are divided into the following Four (4) areas of law, each with its own subcategories, specifications and requirements.

All areas of law include services related to Magistrate and Higher Courts litigation as well as other dispute resolution as and when required.

3.1 **SERVICES SOUGHT**

3.1.1 Particulars of services required.

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

- (a) Litigation and General Advisory – Public and Municipal law; Constitutional law; Supply Chain Management; Commercial law; Intellectual Property; Eviction Services (PIE and ESTA); Insurance law and Debt collection
- (b) Conveyancing, Town Planning; Environmental and Property law.
- (c) Forensic Services
- (d) Labour Law, inter alia Local Government Collective Agreement matters

LITIGATION AND GENERAL ADVISORY (CATEGORY A)

Scope of work

- (a) Draft court documents, preparing summons, particulars of claim, pleas and counterclaims
- (b) Opposing urgent court applications, interdict or security cost
- (c) Discovery process, compiling, inspecting and exchanging relevant list of document and evidence
- (d) Interviewing witnesses and procuring expert witnesses statement.
- (e) Managing pre-trial conferences, brief to Council and Active Court presentation.
- (f) Settlement enforcement by negotiating settlement agreement.
- (g) Execute writ to enforce judgement
- (h) Any and or alternative services relevant to Litigation

3.2 In respect of **Eviction Services**, it is to be noted that:

The Municipality require services of law firms who have extensive capacity and experience of eviction matters. In these matters the Municipality is either one of the respondents for the purposes of emergency housing provision in a matter between two private parties or an applicant for the eviction of an occupant from municipal property. The services *inter alia* entail:

- (a) Facilitating prescribed engagements between the municipality and other parties;
- (b) General litigation;
- (c) Tendering court appearances on behalf of the municipality as and when necessary;
- (d) Assisting with the preparation of housing reports to court;

- (e) Appointing of mediators or suitable senior counsel for High Court matters;
- (f) Assisting the municipality in interviewing respondents in municipal eviction matters;
- (g) Other services relating to eviction matters as required depending on the circumstances of each case.
- (h) In view of the nature of this service, it is essential that the appointed service providers must be well informed of the detail regarding the municipality's housing policies and housing projects. In view hereof as well as for continuity and practical considerations, the following objective criteria will apply to this category of work in terms of section 2(1)(f) of the Preferential Procurement Policy Framework Act (Act 5 of 2000).

Only bidders that have good knowledge of this service will be considered for appointment to the panel for this category of work.

3.3 In respect of **Insurance Law**, it is to be noted that:

The Municipality require services of law firms who have extensive capacity and experience of insurance law matters. More specifically in these matters the interests of the Municipality is to be protected when contracting with successful bidders where the bidder is to provide guarantees and insurance as per the applicable contract.

Note that this section does not apply to those matters for which the Municipality's Insurer appoints its own legal representative to attend to matters where claims are instituted.

The service *inter alia* entails:

- (a) Ensuring that guarantees, insurance policy schedules and other relevant documents meet the requirements as set out in the tender document and SLA entered into with bidders.
- (b) Facilitating engagements between the municipality and other parties.
- (c) Other services relating to these matters as required depending on the circumstances of each matter.
- (d) In view of the nature of this service, it is essential that the appointed service providers must be well informed of industry norms, engineering contracts and the interaction thereof with insurance policies. In view hereof as well as for continuity and practical considerations, the following objective criteria will apply to this category of work in terms of section 2(1)(f) of the Preferential Procurement Policy Framework Act (Act 5 of 2000).

Only bidders that have good knowledge of the above insurance matters that practice in such field and rendered this service to the UMkhanyakude District Municipality for other municipality, will be considered for appointment to the panel for this category of work.

3.3.1 Minimum requirements for this category of service

Only suitably qualified and experienced law firms employing admitted attorneys with relevant experience in the above categories of service will be considered.

A panel of service providers for each of the categories of service will be established.

Bidders are required to submit a memorandum setting out the qualifications, capacity and experience of each leading legal practitioner in a law firm who offers services in respect of any one or more of the above categories of service. See Annexure A hereof.

Bidders are also required to submit at least three (3) independent Bidder References. See Annexure B hereof. (These references should be submitted with the tender document on the closing date and time of tender).

3.4 Debt Collection

Particulars of service required (scope of services)

3.4.1 The uMkhanyakude District Municipality has an approved Credit Control and Debt Collection Policy and may in terms thereof and read with other legislation, embark on its own debt collection actions, thus exhausting any internal measures before taking legal action against debtors.

3.4.2 The Municipality requires the services of an attorney to perform debt collection services, to ensure that monies due and payable to the Municipality are duly collected and to provide legal assistance in incidental matters. These services, amongst others, include the following:

3.4.2.1 SMS/WhatsApp (phone); telephone calls, correspondence (e.g. Email or letter), Letter of Demand, Summons, Judgments, Credit Listing, Attachment, Court Appearance; and Sale in Execution.

3.4.2.2 Investigation of municipal data and documentation which is required to institute legal action against debtors.

3.4.2.3 Do own investigation on properties when necessary.

3.4.2.4 Representing the Municipality in court, as part of the debt collection process.

3.4.2.5 Taking the necessary action against debtors placed under administration or debt review and act on behalf of the Municipality in business rescue and liquidation matters and in executions where the Municipality has a vested interest.

3.4.2.6 The ability to trace debtors as part of the collection process, provided that this service is supplied on a “no trace no charge” basis.

3.4.2.7 The successful tenderer will be required to assist with the interpretation and implementation of relevant current, new or amended legislation, as and when required and therefore should have sound knowledge, experience and a proven success record in litigation and debt collection.

3.4.2.8 The successful tenderer must assess and report to the Municipality on the prospects and cost effectiveness of the recovery of debt.

3.4.2.9 The successful tenderer must prepare monthly progress reports on each debt handed over, confirming debtor and property inspection physically, as well as any other necessary reporting aspects as may be required by the Municipality, which will have to be provided electronically on a prescribed Excel Worksheet to the municipality (at no cost to the Municipality or debtor). This report must be discussed with the Municipality at weekly feedback meetings (without charge).

3.4.2.10 All monies collected (payments received) on behalf of the Municipality, must be received on the municipal financial system and paid in directly to the Municipality's primary bank account. Note that a remote login to the municipal financial system and any other system that may be required to perform the required to function as outlined in this section will be provided by the Municipality.

3.4.2.11 The successful tenderer must provide a reconciliation and deposit reports to the Municipality.

3.4.2.12 Any other debt collection related matter at the sole discretion of the Municipality.

3.4.2.13 The successful tendered must have the necessary infrastructure and have sufficient experience in the effective handling of bulk debt collection for large institutional clients.

3.4.2.14 The successful tendered must have adequate staff with the necessary skills and relevant experience acceptable to the Municipality, and capacity to perform duties.

3.4.2.15 The successful tenderer must conduct its business during the business hours of the Municipality and must be easily accessible to debtors and municipal staff.

3.4.2.16 The successful tenderer must operate an acceptable electronic process when providing the following:

3.4.2.16.1 submission of all costs incurred and all payments received from debtors;

3.4.2.16.2 the creation of a payment and fees file in a predetermined electronic forma

3.4.2.16.3 the successful tenderer must prepare monthly progress reports on each debt handed over and on the highest debtors, which will have to be provided electronically in the format as prescribed by the Municipality.

3.4.3 The data required will inter alia be as follows:

- (a) Executive summary of matters handed over for collection.
- (b) Amounts collected for the month.
- (c) Amount paid to attorney: month, 3rd party paid, litigation, VAT total (d) Number of files and total active accounts at month end, total.
- (e) Number of files and total accounts settled and closed for the month ended total.
- (f) Actions instituted and judgments taken (sub-regulation 3(1)(e) for the month ended).
- (g) A full detailed report on the status of the accounts with the High Value Arrear Debtors.
- (h) List of accounts under query.

3.4.4 All monies collected on behalf of the Municipality must be paid over to the Municipality as per 1.10 and no payments shall be set-off against any monies due by the Municipality to the tenderer.

3.4.5 The successful tenderer must appoint and pay an independent auditor, to audit, on an annual basis, to ensure that all payments received on behalf of the municipality have been paid over to the Municipality on a monthly basis. The right to request an audit report at any time at no cost to the Municipality is reserved.

3.4.6 Any other matter at the sole discretion of the Municipality.

3.4.7 The Municipality also reserves the right to request the collection of debt for a specified category according to the debt amount outstanding, which collection will be remunerated on a commission based on the success rate of the service provider.

3.4.8 It is the intention of the Municipality to award this section only to one (1) service provider from whom legal services (debt collection) will be required. The second highest bidder will be appointed as an alternative service provider in case the highest bidder does not perform in accordance with the terms and conditions of the appointment.

3.4.9 Minimum requirements for this category of service

Admitted attorneys and institutions with the capacity to deliver this service with experienced staff and proven debt collection experience for large institutional clients will be considered.

The Pricing Schedule (Annexure E) must be completed.

Functionality Criteria

Functionality		100
1. Previous Experience		30
The service provider is required to provide reference letters from clients where the services as described above are/were provided. The appointment letters and reference letters must be on client's letterhead, and include the name, address, and contact details of the client.		
1. Six (6) signed reference letters	30	
2. Four (4) signed reference letters	20	
3. Two (2) signed reference letter	10	
4. Zero (0) signed reference letter	0	
<i>In all reference letters, corresponding appointment letters/orders must be attached.</i>		
Capacity and Expertise		40
The service provider must have at least one team member with relevant certificates / qualifications and Minimum of 10 years' experience or more.	20	
Legal Practice Council for practicing legal professionals COIDA registration/Letter of Good Standing.	20	
<i>The service provider must attach certified copies of qualifications and detailed CV's. Certification may not be older than 3 months. Uncertified qualifications will not be accepted as authentic. Foreign qualifications are required to be accompanied by a SAQA evaluation certificate.</i>		
Project Execution Plan		30

A fully detailed methodology aligned to the Terms of Reference with clear milestones and time frames.	30	
Basic methodology with time frames	10	
Unclear methodology with no time frames	0	

NOTE: Only bidders who scored 70% and more on stage 1 to be evaluated further on price evaluation.

Bidders are requested to complete the pricing schedule provided below in line with relevant guidelines/legislation.

Any other item(s) that has not been highlighted shall be discussed with the client based on the need.

PRICING SCHEDULE

	<u>A. CONSULTATIONS, APPEARANCES AND CONFERENCES</u>	
1.1	Consultation with a client and witnesses to institute or defend an action, for advice on evidence or advice on commission, for obtaining an opinion, research or an advocate's guidance in preparing, pleading, including exceptions, to draft a petition or affidavit and appeal per hour: By; attorney advocate candidate attorney	
1.2	Attendance/Appearance by a practitioner, where necessary, to assist at a contested proceeding per hour by; attorney advocate candidate attorney	R
		R
		R

1.3	Any conference with an advocate, with or without witnesses, on pleading, including exceptions and particulars to pleadings, applications, petitions, affidavit and testimony and on any other matter which the taxing officer may consider necessary, per hour by; Attorney Advocate candidate attorney	
1.4	Attending to give or take disclosure, per hour or thereof by; Attorney Advocate candidate attorney	R
		R
		R
	<u>B. DRAFTING AND DRAWINGS</u>	
1	The drawings of formal statements in a matrimonial matter, verifying affidavits of services or other formal affidavits, index to brief, statement of witness, power of attorney to sue or defend, as well as other formal documents and summonses, including all documents such as prescribed forms in the first schedule of rules, but not the particulars of claim in an annexure to the summons : an inclusive tariff drawing up ,checking, typing, printing, copies delivery and filling thereof, per page of the original only.	R
2	The drawing up of other necessary documents, including	
	a. Instruction for an opinion, for and advocate guidance in preparing pleading including further particulars and requests for same, including exceptions	
	b. Instruction to advocate in respect of all classes of pleading.	
	c. A petition, exception or affidavit, any notice (except a formal notice) , particulars of claim or an annexure to the summons, opinion by an attorney or any other important document not otherwise provided for and inclusive tariff - drawing up, checking, typing, printing, copies, delivery and filling thereof, per page of the original only	R

3.	Letter, telegrams, and facsimile: inclusive tariff for drawings up, checking typing, printing, delivery, copies, postage, posting thereof per page	R
	C. Attendance and perusal	
1.	Attending the receipt, entry, perusing, considering, and filling	
	a. Any summons petition, affidavit, pleading, advocate, advice and draft, report, important letter, notice or document	R
	b. Any formal letter records, stock sheet in voluntary surrenders, judgments or any other material document not elsewhere specified,	R
	c. Any plan or exhibit or other material document which was necessary of the conduct of the action, per page	R
	2. Day fee by attorney Day fee by candidate's attorney	R R
	D. MISCELLANEOUS	
1.	For making necessary copies, including photocopies, of any document or paper not already provided for in this tariff, per A4 size page	R
2.	Colour copies per A4 size page	R
3.	Necessary telephone calls for every five minutes by; Advocate attorney candidate Attorney	R R
4.	Rate per kilometer	R
	TOTAL	R

CONVEYANCING; TOWN PLANNING; ENVIRONMENTAL AND PROPERTY LAW (CATEGORY B)

3.5 Drafting of By-laws and Policies

Please note that it is not a requirement for these practitioners to have manned operational offices in Mkuze, nor is it a requirement that these practitioners must have a legal background, although it will be an advantage.

3.5.1 Particulars of services required (scope of service)

The appointed service provider is to provide the following services:

- (a) To evaluate, revise and either amend or re-write (where applicable) the current by-laws and/or policies and to ensure that these by-laws and/or policies comply with the requirements of the Constitution, with specific reference to Section 152 of the Constitution, as well as all other applicable legislation, including the Consumer Protection Act, 2008 (as amended);
- (b) Draft new by-laws and/or policies;
- (c) To liaise/consult with the directorates concerned regarding the respective by-laws and/or policies;
- (d) To submit reports to the necessary authority for approval of draft by-laws and/or policies;
- (e) To workshop with council and senior management for approval of draft by-laws and/or policies;
- (f) To consult, where necessary, with relevant role-players identified by the Municipality (e.g. the Department of Justice, Public Prosecution official sand the South African Police Services), in an attempt to ensure effective law enforcement in terms of revised by-laws;
- (g) To effect possible amendments to draft by-laws (and/or policies) after the public participation process;
- (h) To provide final by-laws in electronic format, in both English and Zulu;
- (i) To compile fine schedules for new and revised by-laws and to obtain approval thereof by the relevant magistrates in the Ubombo Region in terms of section 57(5) of the Criminal Procedure Act, 1977;
- (j) To conduct the training of relevant staff members on the content of amended by- laws and fine schedules and policies;
- (k) To assist the municipal administration in ensuring that the Municipal Code is amended/updated in accordance with instructions given under this section.

3.5.2 Minimum requirements for this category of service

3.5.2.1 Only duly qualified individuals, law firms or institutions other than law firms as provided in this tender with relevant experience in drafting by-laws and policies will be considered for this category.

3.5.2.2 Bidders are required to submit a memorandum setting out the qualifications, capacity and experience offering this service in respect of the above service. See Annexure A hereof.

3.5.2.3 Bidders are also required to submit at least three (3) independent Bidder References. See Annexure B hereof. (These references should be submitted with the tender document on the closing date and time of tender).

3.6 Conveyancing and Notarial Registrations

3.6.1 Particulars of services required (scope of service)

Services are required in respect of all aspects of property law and conveyancing *inter alia* from preparation and signing of deeds/agreements, negotiation of final terms of the deeds/agreements, up to and including the registration of transfer of land and land rights (notarial registrations) in the Deeds Office as well as bond cancellations, replacement of title deeds and other registrations and/or applications necessary and/or incidental to the transfer of property(es). Transactions include the sale, acquisition (by agreement, expropriation or vesting transports) of land by the Municipality as well as the lease/use of property. Unless otherwise indicated, the purchaser will be responsible for all costs related to the relevant transactions.

The Municipality is involved in property transactions ranging from basic lease and sale transactions to advanced transactions such as expropriation and complicated commercial/industrial transactions. The latter transactions often include a range of planning, environmental and other development related legislative requirements. Conveyancers should have a good understanding of such legislation. Only qualified conveyancers who have experience of more advanced property transactions of the aforesaid nature will be considered for such transfers.

The Municipality will appoint only one (1) qualified conveyancer and one (1) qualified notary firm of attorneys to render conveyancing and notary services under the area of Conveyancing and

Notarial Registrations as undertaken by the Municipality. The second highest bidder will be appointed as an alternative qualified conveyancer and notary firm of attorneys in case the highest bidder does not perform in accordance with the terms and conditions of the appointment.

3.6.2 Minimum requirements for this category of service

3.6.2.1 The Pricing Schedule (Annexure C) must be completed in respect of the conveyancer/s and notary in the bidding law firm offering a service.

3.6.2.2 Only qualified conveyancers and notaries with manned offices will be considered for this service. Bidders are to note the content of paragraph 4.28 in this regard.

3.6.2.3 A certificate/documents confirming admittance as a conveyancer and/or notary.

3.6.2.4 Bidders are required to submit a memorandum setting out the qualifications, capacity and experience of each leading legal practitioners for the above services required, i.e. conveyancer and notary in a law firm who offers services in this category of service – see Annexure A hereof.

3.6.2.5 Bidders are also required to submit at least three (3) independent Bidder References. See Annexure B hereof. (These references should be submitted with the tender document on the closing date and time of tender).

3.7 Specialist Practitioners

Please note that it is not a requirement for these practitioners to have manned operational offices in Mkuze, nor is it a requirement that these practitioners must have a legal background, although it will be an advantage.

3.7.1 Legal Services

Scope of services: Services are required from specialist practitioners/ institutions or law firms specialising in public and municipal law, municipal investigation services; Human Resources / Labour Law; Procurement Law; Environmental law; Commercial law as well as other areas with the focus on highly sensitive and confidential matters pertaining for instance to investigations into allegations of misconduct levelled at municipal staff. Also, to conduct investigations into

auditor-general findings, fraud and corruption reported to Council and other internal reporting mechanisms as and when required.

Firms with the prescribed knowledge and experience as prescribed above, are invited to register on the Panel.

3.7.2 Minimum requirements for this category of service

3.7.2.1 Only duly qualified individuals, law firms or institutions other than law firms as provided in this tender with relevant experience in the above fields of expertise will be considered for this category.

3.7.2.2 Bidders are required to submit a memorandum setting out the qualifications, capacity and experience offering this service in respect of the above service. See Annexure A hereof.

3.7.2.3 Bidders are also required to submit at least three (3) independent Bidder References. See Annexure B hereof. (These references should be submitted with the tender document on the closing date and time of tender).

The following skills, expertise and experience requirements are as follows:

Item	Criteria	Attachments	Points
Where the Conveyancer is a Professional Assistant (P.A), the certificate must be accompanied by the affidavit deposited by such a PA confirming that they have granted permission to have their particulars being used in this tender. NB: In the case of a Free-Lancing Services by a Conveyancer, the said Free Lancer must depose to an affidavit confirming that they have granted the said Law Firm permission to have their particulars used An affidavit must be commissioned in terms of the Justice of the Peace and Commissioners of Oath's Act 16 of 1963.			
1. Admission as a Conveyancer	Number of years admitted as a conveyancer: 15 years and more = 50 points 12 years = 30 points 10 years = 20 points	Certificate of Admission as a Conveyancer (admission year on the certificate)	50
2. Resources	NB: Full CVs of the nominated members of the firm as well as their affidavits permitting the use of their CVs, <u>certified copies of qualifications</u> to be attached. Failure to attach any of these will result in NO points being allocated. <u>Qualifications of Key Staff Members</u> Admitted Conveyancer = 20 points 2 x Conveyancing Secretaries = 15 points or 1 x Conveyancing Secretary = 5 points Fieldworkers (3 and more) = 15 points or Fieldworkers (1 to 2) = 5 points		
		Attachment of Conveyancing Certificate Attachment of the Certificate in Conveyancing Secretary Attachment of the Matric Certificate for each fieldworker	50
TOTAL SCORE FOR FUNCTIONALITY			100 Points

FORENSIC & INVESTIGATION SERVICES (CATEGORY C)

Scope of Services: Specialist Forensic Auditors and Forensic Investigators must be enrolled with a Professional Registered Body and must produce written proof of their enrolment. Service Providers should demonstrate experience and expertise in conducting and managing forensic investigations at either private or public sector institutions. The allocated team/s must collectively possess the expertise to conduct investigations/forensic investigations. Also, to conduct investigations into auditor general findings, fraud and corruption reported to Council and other internal reporting mechanisms as and when required.

The following services will inter alia be required from service providers:

- a) To act as an independent suitably qualified and experienced service provider to conduct investigations.
- b) Liaise with the Office of the Municipal Manager, Internal Audit, Risk Management and Legal Services in order to co-ordinate activities and processes.
- c) Identify instances of non-compliance with laws and legislation, policies and procedures as well as instances of fraud and corruption.
- d) Write and present comprehensive report(s) with appropriate findings, conclusions and recommendations based on the evidence gathered and present these to appropriate forums. This includes progress reporting on matters when requested (at no cost).
- e) Include root-cause analysis and advise the Municipality of recommended course of action relating to remediation of control weaknesses that led to the potential fraud/mismanagement.
- f) In instances where irregularities or misconduct has been confirmed, recommend the appropriate course of action to be instituted by the Municipality.
- g) Provide support in subsequent disciplinary processes – eg. As witness leading evidence in disciplinary processes.
- h) Attend meetings as required by the Municipality (at no cost).

3.8 Minimum requirements for this category of service.

3.8.1 Only duly qualified individuals, law firms or institutions other than law firms as provided in this tender with relevant experience in the above fields of expertise will be considered for this category.

3.8.2 Bidders are required to submit a memorandum setting out the qualifications, capacity and experience offering this service in respect of the above service. Bidders are to indicate their fee structure in line with their registered professional body. See Annexure A hereof

3.8.3 Bidders are also required to submit at least three (3) independent Bidder References. See Annexure B hereof. (These references should be submitted with the tender document on the closing date and time of tender).

3.8.4 Proof of/documents confirming registration with a professional body should be submitted, thus Professional affiliation/membership – Association for Certified Fraud Examiners (ACFE)/ Institute for Commercial Fraud Practitioners (ICFP) Membership or an equivalent relevant Forensics Regulatory body. Either of the following will be accepted:

- a) Confirmation of the individual's membership with ACFE/ICFP, on the ACFE/ICFP letterhead, or equivalent body; or
- b) A copy of the individual's Membership Certificate from the ACFE/ICFP, or equivalent regulatory body.

3.9 Investigations in terms of Code of Conduct for Councillors

3.9.1 Particulars of service required

The Municipality requires the services of law firms with relevant experience in this category of service, to undertake investigations in terms of the Code of Conduct for Councillors as and when required by the Speaker. After investigation it may be required to act as initiator at hearings for councillors and to assist the chairperson of the Disciplinary Committee to prepare a report with findings to Council for consideration.

3.9.2 Minimum requirements for this category of service

3.9.3 Only suitably qualified and experienced law firms employing admitted attorneys with relevant experience in investigating transgressions in terms of the Code of Conduct for Councillors and initiator services will be considered.

3.9.4 Bidders are required to submit a memorandum setting out the qualifications, capacity and experience of each leading legal practitioners in a law firm who offers services in respect of any one or more of the above categories of service. See Annexure A hereof.

3.9.5 Bidders are also required to submit at least three (3) independent Bidder References. See Annexure B hereof. (These references should be submitted with the tender document on the closing date and time of tender).

FUNCTIONAL EVALUATION CRITERIA

The tender submission will be functionally evaluated out of a **minimum of 100 points on Phase 1 – any bidder who scores less than 70** will not be considered for the panel.

NB: Proposals will be deemed non-responsive if bidders fail to obtain at least 70 points during the functionality scoring. Points will be awarded based on the quality criteria below:

No	Description	Maximum Points
1	Company experience in investigating allegations of fraud and Corruption.	30
The bidder provides proof that the company has been in existence as per request below, and that they have conducted at least 5 investigative and 5 forensic investigations prior to the submission of this tender. Bidder must submit company profile together with CIPC document to prove years of experience. • 15 years and more= 30 Points • 12 years and more= 20 Points • 10 years and more= 10 Points • No proof submitted =0 points		
2	Knowledge and expertise of the team that will be conducting the investigations Knowledge and expertise of the team that will be conducting the investigations. Bidder must submit CVs of team of forensic experts.	30
The bidder completed the qualification and attached copies of curriculum vitae to indicate the following: • Category 1 expert experience has at least 10 years' professional experience in their area of specialization = 30 Points • Category 2 expert experience has at least 5 years' professional experience in their area of specialization = 20 Points • Category 3 expert experience has at least 3 years' professional experience in their area of specialization = 10 Points • The bidder did not submit any CV of team of investigative experts= 0 Points		

3	Track record of previous investigations including forensic	30
The bidder submitted reference letters from clients, on the client's letterhead. The bidder must have provided investigations including forensic services, similar to the type of investigations required in the scope of works and the reference letters cannot be older than three years. • Five or more reference letters accompanied by purchase order or appointment letters = 30 Points • Three to four reference letters accompanied by purchase order or appointment letters = 10 Points • One to two reference letters accompanied by purchase order or appointment letters = 05 Points • No reference letter accompanied by purchase order or appointment letters submitted = 0 Points		
4	Certified Fraud Examiner (CFE) and/or Commercial Forensic Practitioner (CFP) included in the team.	10
• The bidder provided certified copies of valid CFE and/or CFP certificates for at least one member of the team = 10 Points • The bidder did not provide certified copies of valid CFE and/or CFP certificates for at least one member of the team = 0 Points		
Total		100

Note:

3.9.6. All bidders who score a minimum of 70 points on functionality automatically form part of the panel.

3.9.7. An RFQ will be issued to appointed panel as and when there need arises.

3.9.8. 80/20 preference point system will be applicable for the utilization of the panel.

4. PRICE AND SPECIFIC POINTS EVALUATION

4.1 Preference Points Applied Against Specific Goals

The tender responses will be evaluated on the **80/20 preference point system for acquisition of goods or services with Rand value equal to or below R50 million.**

4.1.1.1 The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

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

4.1.1.3 Price; and

4.1.1.4 Specific Goals.

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
Total points for Price and SPECIFIC GOALS	100

LABOUR LAW, INTER ALIA LOCAL GOVERNMENT COLLECTIVE AGREEMENT MATTERS (CATEGORY D)

Particulars of services required (scope of service)

The appointed service provider is to provide the following services:

- a. Preparing, drafting and reviewing legal documents
- b. Representation at the Bargaining Council, reporting and attending Arbitration proceedings
- c. Mediation/Arbitration of Labour matters
- d. Chairing of Disciplinary and Grievance session
- e. Giving Legal advice or opinion on Labour matters
- f. Provide any other Adhoc Labour Related Services.

5. Minimum requirements for this category of service

5.1 Only duly qualified individuals, law firms or institutions other than law firms as provided in this tender with relevant experience in labour matters will be considered for this category.

5.2 Bidders are required to submit a memorandum setting out the qualifications, capacity and experience offering this service in respect of the above service. See Annexure A hereof.

5.3 Bidders are also required to submit at least three (3) independent Bidder References. See Annexure B hereof. (These references should be submitted with the tender document on the closing date and time of tender).

FUNCTIONALITY

Competency	Point Allocation	Maximum Points
Qualifications related to one or more of the specified areas of law (Please attach certified copies of qualifications to claim points for this)	<u>Qualifications:</u> LLB Degree – 15 points LLM (Masters Degree) in labour or any other labour related certificate – 25 points LLD (Doctorate) – 50 points	50
Demonstrated experience in the specified areas of law (Please submit relevant reference letters to claim points for this) (*)	0 letters – 0 points 1 Letter – 5 points 2 Letters – 10 points 3 Letters – 15 points 4 Letters – 20 points 5 letters – 25 points	25
Number of years' experience of the firm in one or more of the specified areas of law (Please submit a list of	Below 10 years - 0 points 10 – 12 years - 10 points 12 - 15 years - 20 points	25

references in the tabular format below)	Above 15 years - 25 points	
---	----------------------------	--

In order to be awarded points for the Experience competency listed above, please submit the following:

- A list of **contactable references** for similar projects undertaken in the **following format**:

Client Name	Nature of Work Undertaken	Start Date	Date of completion	Amount	Client contact details	Tel No.

ALLOCATION OF WORK

NB: The municipality will use the rotation plan strategy to allocate work to bidders that form panel as per categories of the panel.

6. GENERAL CONDITIONS AND SERVICE STANDARD

6.1 Successful service providers must report as required by the Municipality but at least one a monthly basis, at no charge, as to work progress on all matters/work allocated. This report must contain relevant information/format as required by the Municipality in respect of each service category.

6.2 The acceptance of bids and the placement on the panel of services 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 bidder during the contract term.

6.3 A service level agreement will be entered into with all law firms/individuals (as the case may be) to whom actual work instructions are issued.

6.4 Successful tenderers must be admitted attorneys, as well as conveyancers and notaries in respect of conveyancing services, unless otherwise indicated.

6.5 Successful tenderers must be a law firm registered with the relevant Legal Practice Council as well as being in existence for ten (10) years from registration (Proof of date of registration with the relevant Legal Practice Council must be submitted with the tender). Note the exception in this regard as indicated in the document. Similarly, other practitioners/individuals are to include their respective governing body's registration document or an affidavit to the effect that no such governing body applies to them.

6.6 The successful tenderers, by acting as agents for the UMkhanyakude District Municipality and on instruction, will be required to adhere to the principles and conditions of legislation and policies/frameworks applicable to the relevant category of work.

6.7 Existing service providers who are not placed on the panel of service providers for this tender, will continue with all matters which have been handed over to them prior to the award of this tender.

6.8 Work instructions issued to service providers may be continued after the aforesaid date until the allocated work is concluded, provided that the same rates apply. Such work will be deemed as forming part of this tender.

6.9 Any conflict of interest that may develop or be discovered during the project duration, will affect work allocation. In such event the Municipality reserves the right to cancel the existing agreement and demand that all information, documents and property of the Municipality be returned forthwith. No instruction will be made where, in the view of the Municipality, a conflict of interest exists at the time of issuing of instructions.

6.10 It is required of service providers, prior to acceptance of any instruction, to declare any interest it has in an assignment as well as declare any possible conflicts of interest that may prohibit the service provider from performing such instruction.

6.11 The successful tenderer must have the necessary infrastructure, a sound knowledge of relevant legislation, capacity, experience and proven success record in the category of service tendered for, in order to be in a position to protect the Municipality's interest in matters referred to it by the Municipality.

6.12 The successful tenderers must demonstrate that adequate staff with the necessary skills and relevant experience acceptable to the Municipality, are available to perform the duties.

6.13 The successful tenderers must conduct its business between ordinary business hours, Monday to Friday (7h30 – 16h30) and must be readily accessible to municipal staff. In the event of emergencies, after hours' work may be required in which case the tendered rates will apply.

6.14 The successful tenderers shall at all times comply with the provisions of the POPI Act, 2013 (Act 4 of 2013) to the extent required.

6.15 Once work has been awarded, the performance of service providers will be monitored throughout the contract term. The Municipality reserves the right to terminate, reduce, cease the allocation of work or introduce a financial penalty if work performance is deemed below the required standard or tender conditions are not complied with.

6.16 Tenderers shall not be entitled to cede or sub-contract the position on the panel or any brief received pursuant thereto, or any portion thereof, nor shall the Tenderer be entitled to allocate any brief or any portion thereof to any person or entity not listed herein. This prohibition shall not be applicable to the appointment of an advocate and a correspondent attorney, provided that the Tenderer remains responsible for and in control of (as appropriate and reasonable) the rendering of all professional legal services and other services as determined herein.

6.17 In the event that there are any changes to the Tenderer's Lead Attorney/ Person or Other Key Personnel, the Tenderer shall be required to inform the Municipality in writing, within fourteen (14) days of such a change, accompanied by a detailed CV of the new person. The CV of the new person will be evaluated.

6.18 Successful tenderers will be required to be registered on the Municipality's database of Service Providers before work orders are issued.

6.19 An invoice, at no cost to the Municipality (thus no drawing fees) must be submitted on completion of work or on a monthly basis, as per the approved and fixed tariffs as per paragraph 7 hereof. 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 that the Municipality is in a position to settle such invoices as part of financial year-end procedures (year end 30 June). Where a matter/work allocated has been indicated as CONFIDENTIAL, two (2) invoices will be submitted, the one being a detailed invoice and the other a reduced invoice as indicated by the Municipality. Both shall adhere to the aforementioned requirements.

6.20 A law firm which is in good standing with the relevant Legal Practice Council taking into consideration the provisions of the Legal Practice Act, 2014 (Act 28 of 2014) (proof in the form of a valid letter of good standing from the relevant Legal Practice Council must be submitted with the tender). Copies of the latest letter of good standing must be submitted annually during the contract term. Similarly, other practitioners/individuals are to include their respective governing body's letter of good standing, or an affidavit to the effect that no such governing body applies to them.

6.21 Certified copy of a Fidelity Fund Certificate must be submitted together with the bid. Copies of the latest certificate must be submitted annually during the contract term. Similarly, other practitioners/individuals are to include their respective governing body's letter of good standing or an affidavit to the effect that no such governing body applies to them.

6.22 The Tenderer shall ensure that it maintains professional indemnity insurance cover for at least R5 million (five million rand) for the duration of its panel appointment. The Tenderer appointed for the Debt Collection area of law shall ensure that it maintains professional indemnity insurance cover for at least R10 million (ten million rand) for the duration of its panel appointment.

Confirmation of such cover is required at submission of the bid. The insurance cover must be annually updated, and copies thereof must be furnished to the Municipality.

6.23 The Municipality reserves the right to cancel the appointment of any service provider and to remove such service provider from the panel if:

6.23.1 the legal practitioner/person is struck off/suspended from the rolls of practicing attorneys/advocates or relevant body;

6.23.2 it is found that the legal practitioner/person has acted in an unlawful or unethical manner; or

6.23.3 work performance is deemed by the Municipality to be below the required standard.

6.24 The Municipality reserves the right to increase or decrease the scope of the service required as determined by the prevailing circumstances at the time.

6.25 The Municipality may perform background verification on information provided by the bidder(s).

6.26 The Municipality shall under no circumstances, accept any sub-standard services, for whatsoever reason, during the term of the contract.

6.27 The Municipality will not be held responsible for any claims arising as a result of injury or losses sustained by the service provider or his/her employees during the period of the contract or such period as for which extended.

7. SPECIAL CONDITIONS: EVALUATION AND TENDER AWARD

For the purposes of evaluation and tender award, the following special conditions will apply to all categories of service in terms of this tender:

7.1 The Municipality intends to appoint service providers per category of service in order to allow an efficient working relationship between the Municipality and legal service providers/ individuals / practitioners and thereby ensuring that the best interest of the Municipality is served.

7.2 In terms of section 2(1)(f) of the Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000), the following objective criteria will apply to this tender: `

7.2.1 The Municipality reserves the right to issue work instructions to any bidder, 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 the panels, to ensure that the best interest of the Municipality is served.

7.3 Bidders will be deemed non-responsive if they do not comply with any one of the essential requirements for services as listed above.

7.4 The Municipality reserves the right, to clarify any aspect related to a tender submitted, if deemed necessary.

8 BRIEFING OF COUNSEL

Council or other legal experts may not be formally briefed by instructing attorneys without the written approval of the Municipality. For this purpose, the service provider will submit to the Municipality at least two (2) options containing the following information in respect of each. Where possible at least one of the counsel suggested must be from previously marginalised groups:

Name;
Experience of matter at hand;
Hourly charge out rate;
Day fee; and in the case
of senior counsel – an indication whether junior counsel will be used, which must be duly motivated.

The Municipality will also reserve the right to appoint a specific advocate and will in its sole discretion determine whether Counsel may be briefed.

9. FEES

Safe for time- based work which are tendered for (see Price 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 proclamations/guidelines:

9.1. Non-litigious fees

In accordance with the Guidelines for Taxing committees for the Assessment of non- litigious fees issued by Legal Practice Council: Western Cape amended from time to time.

9.2. Litigious fees

All non-time based fees will be charged out in accordance with The Rules for the various courts as proclaimed by the Rules Board in terms of the Courts of Law Act, 1985 (Act 107 of 1985) as amended from time to time.

9.3. Fees for debt collection services

All non-time based fees for debt collection services will be charged out as per the Magistrate's Court tariffs or the equivalent applicable High Court tariffs, in defended and undefended matters and, where applicable, in terms of 7.1, 7.2 or 7.3 above. Certain debt collection matters as determined by the Municipality will be remunerated on a commission based on the success rate of the service provider.

9.4. Time-based fees

Only bids received in **Conveyancing; Town planning; Environmental and Property law** in terms of this tender will be adjudicated in accordance with the tendered time-based fees (tariff per hour VAT included). For this purpose, the Pricing Schedule must be completed by bidders. An escalation of 6% per annum effective on 1 July of each year will apply to time-based fees, unless otherwise indicated in the Pricing Schedule. Time-based fees will also apply to after- hour work in cases of emergency.

9.5. Lump Sum Fees

The Municipality and the service provider may enter into arrangement for the charging of lump sum fees relating to matters in respect of which a time-based fee is not appropriate. Lump sum fees may only be agreed upon if it constitute a real saving in respect of legal fees as compared to time-based fees.

9.6. Disbursements

Disbursements as set out hereunder will apply:

NATURE OF DISBURSEMENT	METHOD OF CALCULATION
Advocate fees	As per Advocates Scale
Correspondent Attorneys	As per Attorney Scale
Sheriff fees	Actual cost
Courier fees	Actual cost
Windeed (or other electronic) deeds searches	Actual cost
Travel cost	In accordance with the Law Society's prescribed rate
Accommodation cost	As per prior arrangement. Limited to the amounts as indicated in MFMA Circular No 97 on Cost Containment, and updated as per OCPO SCM Instruction No 7 of 2022/2023 as may be amended from time to time. Queries in this regard can be directed to Mr SB Buthelezi, SCM Manager
Tracing and ancillary (debt service) collection	In accordance with prescribed rates
Postage and Petties	Actual cost

NOTE: No other disbursements will be allowed, e.g., stationary, cost relating to overheads for instance, hire rental in respect of landlines, internet, Attorney-General reporting costs, etc.

10. EVALUATION SYSTEM AND FUNCTIONING OF PANEL OF SERVICE PROVIDERS

10.1 Pre-qualification (eligibility)

In the pre-qualification phase, bidders will be screened for compliance with the bid specifications applicable to each category of service (essential requirements – see each respective category of law), as well as submission of compulsory documentation.

Only those service providers who satisfy the following pre-qualification (eligibility) criteria are eligible to submit tenders:

10.1.1 A law firm registered with the relevant Legal Practice Council as well as being in existence for ten (10) years from registration (Proof of date of registration with the relevant Legal Practice Council must be submitted with the tender). Similarly, other practitioners / individuals are to include their respective governing body's registration document, or an affidavit to the effect that no such governing body applies to them.

(i) A law firm which is in good standing with the relevant Legal Practice Council taking into consideration the provisions of the Legal Practice Act, 2014 (Act 28 of 2014) (proof in the form of a valid letter of good standing from the relevant Legal Practice Council must be submitted with the tender). Similarly, other practitioners / individuals are to include their respective governing body's letter of good standing or an affidavit to the effect that no such governing body applies to them; and

(iii) A law firm which has a valid fidelity fund certificate or proof of application for renewal taking into consideration the provisions of the Legal Practice Act, 2014 (proof thereof must be submitted

with the tender). Similarly, other practitioners / individuals are to include their respective governing body's letter of good standing or an affidavit to the effect that no such governing body applies to them.

Hereafter the ability of bidders will be assessed as follows:

(a) Areas of law **Conveyancing; Town planning; Environmental and Property law and Forensic and Investigations Services** will be evaluated on Price, Preference and Specific Goals (Stage 3).

(b) Area of law **Litigation and General Advisory and Labour law, inter alia Local Government Collective Agreement matter** will be evaluated on Functionality (Stage 2) where the bidder must score at least 70% in this assessment in order to proceed to Price, Preference and Specific Goals (Stage 3) evaluation.

10.2 Appointment of service providers

A panel of service providers will be appointed for the following areas of law: (for each specific category)

10.2.1 Litigation and General Advisory

10.2.2 Conveyancing; Town planning; Environmental and Property law

10.2.3 Forensic and Investigations Services

10.2.4 Labour law, inter alia Local Government Collective Agreement matter

CHECKLIST FOR COMPLETENESS OF BID DOCUMENT

The bidder is required to complete the following checklist in order to ensure that the necessary documentation, as required, is attached to this bid document and that all declarations are signed by the bidder:

Items to be checked	Yes	No	Comments
Completed page containing the details of tenderer			
Submitted their unique person identification number (pin) issued by SARS to enable the Municipality to view the taxpayer's profile and tax status			
Completed the pricing schedules.			
Completed the signed declaration of interest (MBD 4)			
Completed and signed declaration in order to claim preference points (MBD 6.1) and specific goals			
Completed and signed declaration of bidder's past supply chain management practices (MBD 8)			
Completed and signed certificate of independent bid determination (MBD 9)			
Completed and signed certificate for municipal services and payments to service providers (attach municipal accounts not older than 60 days)			
Signed declaration for understanding and complying with technical specifications			

(* Mark with "X" where applicable)

THE UMKHANYAKUDE DISTRICT MUNICIPALITY

SCMU 005/2026/2027

RENDERING OF LEGAL SERVICES (36 MONTHS)

PRICING SCHEDULE

Please attach the company's pricing schedule as per the specification provided.

THE UMKHANYAKUDE DISTRICT MUNICIPALITY

SCMU 005/2026/2027

RENDERING OF INTERNAL AUDIT SERVICES (36 MONTHS)

AUTHORITY TO SIGN DOCUMENT

I/We*, the undersigned, am/are* duly authorised to sign the tender document on behalf of

.....

by virtue of the Articles of Association/Resolution of the Board of Directors*, of which a certified

copy is attached, or

Full Name of Signatory:

Capacity of Signatory:

Signature:

Date:

Witnesses: -

(1) Full Name:

Signature:Date.....

(2) Full Name:

Signature:Date.....

* **Delete whichever is inapplicable or complete as indicated if none are applicable.**

THE UMKHANYAKUDE DISTRICT MUNICIPALITY

SCMU 005/2026/2027

RENDERING OF LEGAL SERVICES (36 MONTHS)

STATEMENT OF PREVIOUS EXPERIENCE

The nomination of works, preferably of a similar nature to the works in this contract and which the Tenderer has successfully completed, is invited for adjudication purposes.

Tenderers are hereby required to complete the schedule below in its entirety.

Alternatively, Tenderers without experience may submit statements from a person or persons or organisation as to their abilities and standing in support of their tender, for adjudication purposes.

Failure to comply with either of these requirements shall lead to disqualification.

Name of Company	Contact Person	Contact No.	Project description	Project value and Duration

SIGNATURE.....DATE.....

THE UMKHANYAKUDE DISTRICT MUNICIPALITY

SCMU 005/2026/2027

RENDERING OF LEGAL SERVICES (36 MONTHS)

SCHEDULE OF RESOURCES/PERSONNEL

Tenderers are required to submit details of their management, office and supervisory personnel, yard and office personnel and full-time work-force that will be responsible for this contract.

SIGNATURE..... DATE.....

THE UMKHANYAKUDE DISTRICT MUNICIPALITY

SCMU 005/2026/2027

RENDERING OF INTERNAL AUDIT SERVICES (36 MONTHS)

DECLARATION OF MUNICIPAL FEES

I/We do hereby declare that the Municipal Fees of _____

Is/are, as at the date of the tender closing, fully paid up, or arrangements have been concluded with the Municipality to pay the said Fees: -

DESCRIPTION

ACCOUNT No.

Electricity

Water

Rates

I/We acknowledge that should it be found that the Municipal Fees are not up to date, the Council may take such remedial action as it required, including termination of contract, and any income due to the Contractor shall be utilised to offset any monies due to the Council.

Full Name of Signatory.....

Capacity of Signatory.....

I.D. Number.....

Duly authorised to sign on behalf of.....

Physical Address.....

.....

.....

Signature Date

PRO-FORMA MEMORANDUM

To: UMkhanyakude District Municipality

INFORMATION FOR ASSESSMENT OF CAPACITY AND EXPEIRNECE: TENDER LEGAL SERVICES AND ANCILLARY SERVICES

The following information is submitted in order to enable the Municipality to perform the above assessment. This memorandum is submitted in respect of the following category of Legal Service (Please select from the categories of service as listed in the tender document: e.g. 3.1.1.1 Public and Municipal Law).

1. Tenderer's capacity
See supporting information attached page to
2. Overall experience of lead attorney(s)
See supporting information attached page to
3. Experience of Lead Attorney(s) in specific area of law
See supporting information attached page to
4. Experience of key profession staff
See supporting information attached page to
5. Local Government experience
See supporting information attached page to

Name of authorised person submitting bid

Signature

Bidder

BIDDER REFERENCES: CONTRACT LEGAL SERVICES AND ANCILLARY SERVICES

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 performed services for the referee	

1. DELIVERY OF GOOD/SERVICES ON TIME

Question: Did the bidder provide the services on time as required?	Answer
	Excellent
	Very Good
	Good
	Fair
	Poor

2. QUALITY

Question: What was the quality of the services delivered?	Answer
	Excellent
	Very Good
	Good
	Fair
	Poor

DELIVERY OF GOODS/SERVICES AT CONTRACT PRICE / AS PER THE PROFESSIONAL BODY'S FEE STRUCTURE

Question: Did the bidder provide the goods/ services at the prices as tendered?	Answer Yes / No

4. PROFESSIONALISM

Question: Professional behaviour towards client and all role players?	Answer
	Excellent
	Very Good
	Good
	Fair
	Poor

5.AVAILIBILITY	
when requested?	
	Excellent
	Very Good
	Good
	Fair
	Poor

6.Does the referee recommend the bidder for appointment by the UMkhanyakude District 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
(who declares herewith that he/she is Authorised to
act as referee)

.....
Date of declaration

NB: THE MUNICIPALITY RESERVES THE RIGHT TO CONTACT REFEREE IF DEEMED NECESSARY.

PRICING SCHEDULE – CONVEYANCING AND NOTARIAL EREGISTRATIONS (AREA OF LAW 3.4)

VALUE OF PROPERTY	PRICE PER TRANSFER (ALL APPLICABLE TAXES INCLUDED)
<= R100 000	R
Over R100 000 up to and including R500 000	R
Over R500 000 up to and including R1 000 000	R
Over R1 000 000 up to and including R5 000 000	R
Over R5 000 000	R
TOTAL RATES (ALL APPLICABLE TAXES INCLUDED)	R

Note:

- If tenderers do not tender for each line in the pricing schedule column, the tender will not be considered for evaluation.
- If tenderers do not tender a price per Rand as requested in the above pricing schedule, the tender will not be considered for evaluation.

**PRICING SCHEDULE – CONVEYANCING SERVICES: STATE SUBSIDIZED HOUSING SCHEMES
(AREA OF LAW 3.5) (Not applicable to this bid)**

SUBSIDY HOUSES	CONVEYANCING CHARGE PER PROPERTY (ALL APPLICABLE TAXES INCLUDED)
1 – 100 transfers	R per property
101 – 500 transfers	R per property
501 – 1 000 transfers	R per property
1 001 – 1 500 transfers	R per property
1 501 – and more	R per property
TOTAL FOR RATES (ALL APPLICABLE TAXES INCLUDED)	R _____

NOTE:

- If tenderers do not tender for each line in the pricing schedule column, the tender will not be considered for evaluation.
- If tenderers do not tender a price per Rand as requested in the above pricing schedule, the tender will not be considered for evaluation.

PRICING SCHEDULE – DEBT COLLECTION: PRICES MUST INCLUDE VAT

Fees must be fixed for the full duration (3 years) of the tender.

1. Fees for legal work that can be billed to a specific individual debtor's account:
 - 1.1 Please indicate specific fees that will be charged for the following "Party-to-Party" work as per the Rules set by the Rules Board (undefended actions only).

	PRICE (R)
Taking of instruction	
Letter of demand	
Tracing	
Summons	
Judgment	
Consultation with debtor	
Telephone consultation with debtor	
Necessary attendance	
Necessary telephone call	
Correspondence sent	
Correspondence received	AT NO ADDITIONAL COST TO UKDM
Attending to court (counsel not employed)	
Drawing of bill of cost	AT NO ADDITIONAL COST TO UKDM
Warrant of Execution against movables	
Warrant of Execution against fixed property	
Notice of Application	
Drafting an affidavit	
TOTAL	

- 1.2 Fees charged for "attorney and client" work. Please indicate the fee for each individual item.

	PRICE (R)
Telephone call (Short telephonic consultation/advise are at no additional cost to UKDM)	
Correspondence to own client	
Correspondence from own client	
Consultation with client (Short telephonic consultation/advise are at no additional cost to UKDM)	
Telephone consultation with own client (Short telephonic consultation/advise are at no additional cost to UKDM)	
Attend meeting with client and debtor / third parties	
TOTAL	

2. Fees for legal work that cannot be billed to a specific individual debtor's account:

2.1 Fees for work done regarding a specific debtor, on matters not/not yet handed over for collection.

negotiation with municipal personnel	
meeting, or negotiation with debtors of the municipality where the municipality need or require the assistance of an attorney during the meeting	

2.2 Fees for work done at the special request of the municipality that do not relate to a specific debtor.

	PRICE
Giving advice regarding existing municipal debt collection protocols and internal procedures at the request of the municipality	
Supplying training to municipal personnel at the request of the municipality	
Attending meetings with the Mayor and/or his Mayoral Committee and/or Finance Portfolio Committee, at the request of the municipality	
Travel expenses per km	
The drafting of a detailed monthly report, in the formal required by the municipality, on the progress in each individual collection file as well as the provision of any statistical information required by the municipality. The price must be indicated as a fee per file handed over	NO COST TO MUNICIPALITY, THIS FORMS PART OF THE SUPPLIERS OBLIGATION TO PROVIDE MONTHLY REPORTS
Complete fee structure for assisting the municipality in liquidations, deceased estates, debt review, business rescue proceedings, acknowledgements of debt and other more complicated legal matters, where the debtor has not been handed over to the attorney.	
TOTAL	

TOTAL OF CATEGORIES ABOVE (VAT INCLUDED):

	CATEGORIES	PRICES (R)
1.1	"Party-and-Party" work as per the Rules set by the Rules Board	R
1.2	Fees charged for "attorney-and client" work	R
2.1	Fees for work done regarding a specific debtor, on matters not/not yet handed over for collection	R
2.2	Fees for work done at the special request of the municipality that do not relate to a specific debtor	R
	GRAND TOTAL	R

CERTIFICATE OF MUNICIPAL SERVICES

Information required in terms of the UMkhanyakude District Municipality's Supply Chain Management Policy, Clause 28 (i) (c) (ii).

Tender Number:	
Name of Bidder:	

DETAILS OF THE BIDDER/S: Proprietor /Director(s) / Partners, etc:	
Physical Business address of the Bidder	Municipal Account Number(s)

If there is not enough space for all names, please attach the additional details to the tender document.			
Name of Director / Member / Partner	Identity Number	Physical residential address of Director / Member / Partner	Municipal Account number(s)

I, _____, the undersigned, (full name in block letters) certify that the information furnished on this declaration form is correct and that I/we have 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.

Signature

thus done and signed for and on behalf of the Bidder /Contractor

at _____ on the _____ day of _____ 2026

Please note:

MUNICIPAL ACCOUNTS FOR ALL PROPERTIES OWNED BY BIDDER /S MUST BE ATTACHED TO THE TENDER DOCUMENT!

Even if the requested information is not applicable to the Bidder, the table above should be endorsed, NOT APPLICABLE with a reason and this DECLARATION **MUST** STILL BE COMPLETED AND SIGNED. In the event of leasing, a lease agreement **must** be attached to the tender document.

PRICING SCHEDULE – FIRM PRICES (PURCHASES)

NOTE: ONLY FIRM PRICES WILL BE ACCEPTED. NON-FIRM PRICES (INCLUDING PRICES SUBJECT TO RATES OF EXCHANGE VARIATIONS) WILL NOT BE CONSIDERED

IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT

NAME OF BIDDER		TENDER NO	SCMU 005/2026/2027
CLOSING DATE	19 October 2026	CLOSING TIME	12:00 midday

OFFER TO BE VALID FOR DAYS FROM THE CLOSING DATE OF BID.

- Required by: Legal Services
- At: Mkuze
- Brand and Model
- Country of Origin

Item No.	Quantity	Description	Bid Price in RSA Currency **(ALL APPLICABLE TAXES INCLUDED)	
			Unit tariff	Total Cost

- Does the offer comply with the specification(s)? *YES/NO
 - If not to specification, indicate deviation(s)
 - Period required for delivery
 - *Delivery: Firm/Not firm
 - Delivery basis
- Note: All delivery costs must be included in the bid price, for delivery at the prescribed destination.

** "all applicable taxes" includes value- added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies. *Delete if not applicable

COMPULSORY TO COMPLETE

TENDER NO: SCMU 005/2026/2027: APPOINTMENT OF A PANEL OF SERVICE PROVIDERS FOR LEGAL SERVICES FOR A PERIOD OF THREE (3) YEARS.

OFFER

The Employer, identified in the acceptance signature block, has solicited offers to enter into a contract for the procurement of:

TENDER NO: SCMU 005/2026/2027: APPOINTMENT OF A PANEL OF SERVICE PROVIDERS FOR LEGAL SERVICES FOR A PERIOD OF THREE (3) YEARS.

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

By the representative of the Tender Supplier, deemed to be duly authorized, signing this part of this form of offer and acceptance, the Tender Supplier offers to perform all of the obligations and liabilities of the contractor under the contract, including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the conditions of tender identified in the tender data. **AS PER PRICING SCHEDULE** This offer may be accepted by the employer by signing the acceptance part of this form of offer and acceptance, and returning one copy of this document to the tender supplier before the end of the period of validity stated in the tender data, whereupon the tender supplier becomes the party named as the contractor in the contract identified in the tender data.

Signature(s)

Name(s)

Capacity

Company Name.....

Address

.....

.....

ACCEPTANCE

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

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

Signature(s).....

Name(s)

Capacity

For the Employer

.....

(Name and address of organization)

Date:

DECLARATION OF INTEREST

1. No bid will be accepted from persons in the service of the state¹.

2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favoritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorized representative declare their position in relation to the evaluating/adjudicating authority.

3 In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

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

3.2 Identity Number:

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

3.4 Company Registration Number:

3.5 Tax Reference Number.....

3.6 VAT Registration Number:

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

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

3.8.1 If yes, furnish particulars.

.....

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

(a) a member of –

(i) any municipal council;

(ii) any provincial legislature; or

(iii) the national Assembly or the national Council of provinces;

(b) a member of the board of directors of any municipal entity;

(c) an official of any municipality or municipal entity;

(d) an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);

(e) a member of the accounting authority of any national or provincial public entity; or (f) an employee of Parliament or a provincial legislature.

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

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

3.9.1 If yes, furnish particulars.....
.....

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

3.10.1 If yes, furnish particulars.
.....

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

3.11.1 If yes, furnish particulars
.....
.....

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

3.12.1 If yes, furnish particulars.
.....

3.13 Are any spouse, child or parent of the company's directors trustees, managers, principle shareholders or stakeholders in service of the state?..... **YES / NO**

3.13.1 If yes, furnish particulars.....
.....

3.14 Do you or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract..... **YES / NO**

3.14.1 If yes, furnish particulars.....
.....

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

Full Name	Identity Number	State Employee Number

.....
Signature

.....
Date

.....
Capacity

.....
Name of Bidder

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

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

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

GENERAL CONDITIONS

- 1.1 The following preference point systems are applicable to all bids:
- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
 - the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).
- 1.2 The value of this bid is estimated not to 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:
- (a) Price; and
 - (b) Specific goals
- 1.4 The maximum points for this bid are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS OF CONTRIBUTION	20
Total points for Price and Specific Goals must not exceed	100

- 1.5 Failure of a bidder to submit proof of specific goals claimed will be interpreted to mean that preference points for specific goals 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.

DEFINITIONS

- (a) **“all applicable taxes”** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- (b) **“bid”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation and “bid” has a corresponding meaning
- (c) **“comparative price”** means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;
- (d) **“consortium or joint venture”** means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract;
- (e) **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;
- (f) **“EME”** means an Exempted Micro Enterprise as defines 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);
- (g) **“Firm price”** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- (h) **“non-firm prices”** means all prices other than “firm” prices;
- (i) **“person”** includes a juristic person;
- (j) **“QSE”** means a Qualifying Small Enterprise as defines 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);
- (k) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of the tender invitation;
- (l) **“Reconstruction and Development Programme”** the Reconstruction and Development Programme as published in Government Gazette No. 16085 dated 23 November 1994;
- (m) **“specific goals”** means specific goals as contemplated in section 2(1)(d) of the Act which may include contracting with persons, or categories of persons, historically disadvantaged by unfair discrimination on the basis of race, gender and disability including the

implementation of programmes of the Reconstruction and Development Programme as published in Government Gazette No. 16085 dated 23 November 1994;

- (n) **“total revenue”** bears the same meaning assigned to this expression in the Codes of Good Practice;
- (o) **“trust”** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and
- (p) **“trustee”** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.
- (q) **“Disability”** means, in respect of a person, a permanent impairment of a physical, intellectual, or sensory function, which results in restricted, or lack of, ability to perform an activity in the manner, or within the range, considered normal for a human being.
- (r) **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions.

ADJUDICATION USING A POINT SYSTEM

- 1.7 If two or more tenderers score an equal total number of points, the contract must be awarded to the tenderer that scored the highest points for specific goals.
- 1.8 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts;
- 1.9 Points scored must be rounded off to the nearest 2 decimal places.
- 1.10 In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for specific goals.
- 1.11 If two or more tenderers score equal total points in all respects, the award must be decided by the drawing of lots.

POINTS AWARDED FOR PRICE

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

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

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

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

POINTS AWARDED FOR LEVEL OF CONTRIBUTION TOWARDS SPECIFIC GOALS

- 1.13 In terms of s2(b)(i) and (ii) of the Preferential Procurement Regulations Policy Framework Act, a preference points system must be followed for contracts with a Rand value above a prescribed amount a maximum of 10 or 20 points may be allocated for specific goals as contemplated in s2(d) of the Act provided that the lowest acceptable tender scores 90 or 80 points for price, respectively, in accordance with the table below:

Table 1: Specific goals for the tender and points claimed are indicated per the table below.

(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.)

Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)

80/20 preference point system			
The specific goals allocated points in terms of this tender	Number of points allocated (20 points) (To be completed by the Municipality)	Proof required to Claim (20 points) (To be completed by the Municipality)	Number of points Claimed (20 points) (To be completed by the tenderer)
Refer to the table below	20	Fully completed and signed MBD 6.1; and full Central Suppliers Data Base report (CSD) not older than one month	20

NB: No points will be claimed by the bidder if it fails to submit proof required to score points for specific goals

PREFERENCE POINT SYSTEM		
PRICE SPECIFIC GOALS	80 20	Requirements to claim points
Enterprise owned by Black People ≥ 51%	4	Certified ID Copies (Directors)/ CSD Report/ Shareholders Certificate
Enterprise owned by Women ≥ 51%	4	Certified ID Copies (Directors)/ CSD Report/ Shareholders Certificate
Enterprise owned by Youth	4	Certified ID Copies (Directors)/ CSD Report/ Shareholders Certificate
Enterprise owned by Disabled Persons	4	Medical Certificate
Enterprise owned by SMMEs- QSE and EME	4	CSD report/ Proof of municipal accounts/ affidavit/ proof of residence signed by Ward Councillor (for those residing in rural areas/ lease agreement

1.14 Bidders must submit valid proof for specific goals

1.15 If the municipality is of the view that a tenderer submitted false information regarding a specific goal, will —

- (a) inform the tenderer accordingly; and
- (b) give the tenderer an opportunity to make representations within 14 days as to why the tender may not be disqualified or, if the tender has already been awarded to the tenderer, the contract should not be terminated in whole or in part.

1.16 After considering the representations referred to in sub regulation (1)(b), the municipality may, if concludes that such information is false—

- (a) disqualify the tenderer or terminate the contract in whole or in part; and
- (b) if applicable, claim damages from the tenderer.

SPECIFIC GOALS CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 5.1

Specific goals: = (maximum of 10 or 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by means of the required proof of specific goals.

SUB-CONTRACTING

- 1.17 Will any portion of the contract be sub-contracted? (*Tick applicable box*)

YES	☐	NO	☐
-----	--------------------------	----	--------------------------

- 1.17.1 If yes, indicate:

- i) hat percentage of the contract will be subcontracted.%
 - ii) The name of the sub-contractor.....
 - iii) Whether the sub-contractor is an EME.
- (*Tick applicable box*)

YES	☐	NO	☒
-----	--------------------------	----	-------------------------------------

DECLARATION WITH REGARD TO COMPANY/FIRM

Name of company/firm.....

1.18. VAT registration number.....

1.19. Company Registration number.....

1.20. TYPE OF COMPANY/ FIRM

- ☐ Partnership/joint Venture / Consortium
- ☐ One-person business/sole propriety
- ☐ Close corporation
- ☐ Company
- ☐ (Pty) Limited

[TICK APPLICABLE BOX]

1.21. DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

1.22. COMPANY CLASSIFICATION

- ☐ Manufactures
- ☐ Supplier
- ☐ Professional service provider
- ☐ Other service providers e.g. transporter, etc

[TICK APPLICABLE BOX]

MUNICIPAL INFORMATION

Municipality where business is situated:

Registered Account Number:

Stand Number:

1.23. Total number of years the company/firm has been in business:

1.24. 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 specific goal declared in paragraph 6 , indicated in paragraph 7, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 7, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may:

- 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. restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, 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.

WITNESSES

1.

2.

.....

SIGNATURE(S) OF BIDDERS(S)

DATE:

ADDRESS

.....

.....

THE UMKHANYAKUDE DISTRICT MUNICIPALITY
SCMU 005/2026/2027
RENDERING OF LEGAL SERVICES (36 MONTHS)

BID DECLARATION

CONTRACT FORM - RENDERING OF SERVICES

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

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

1. I hereby undertake to render services described in the attached bidding documents to (name of the institution) in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number.....at the price/s quoted. My offer/s remains binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid.

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

3. Bidding docTax clearance certificate;

4. Pruments, viz

5. Invitation to bid;

6. icing schedule(s);

7. Filled in task directive/proposal;

8. Declaration of interest;

9. Declaration of bidder's past SCM practices;

10. Certificate of Independent Bid Determination;

11. Special Conditions of Contract;

12. General Conditions of Contract; and

13. Other (specify)

14. 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.

15. 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.

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

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

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

CONTRACT FORM - RENDERING OF SERVICES

PART 2

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.

DESCRIPTION OF SERVICE	PRICE (ALL APPLICABLE TAXES INCLUDED)	COMPLETION DATE

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

SIGNED AT **ON**.....

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP:

--

WITNESSES

1.

2.

DATE:

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

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

4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.	Yes ☐	No ☐
4.3.1	If so, furnish particulars:		
4.2.1	If so, furnish particulars:		
Item	Question	Yes	No
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or was any of the bidder or its directors convicted by a court of law (more than three months of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes ☐	No ☐
4.3	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or was any of the bidder or its directors convicted by a court of law (more than three months of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes ☐	No ☐
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes ☐	No ☐
4.7.1	If so, furnish particulars:		

CERTIFICATION

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

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

Signature

Date

Position

Name of Bidder

CERTIFICATE OF INDEPENDENT BID DETERMINATION

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

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Municipality / Municipal Entity)

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

I certify, on behalf of: _____ that:
(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:

(a) has been requested to submit a bid in response to this bid invitation;

(b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and

(c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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

10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

.....

Signature

.....

Date

.....

Position

.....

Name of Bidder

THE UMKHANYAKUDE DISTRICT MUNICIPALITY

SCMU 005/2026/2027

RENDERING OF LEGAL SERVICES (36 MONTHS)

ALTERATIONS BY TENDERER

PAGE	SECTION OR ITEM	PROPOSED DEPARTURE/MODIFICATION

SIGNATURE..... DATE.....

THE UMKHANYAKUDE DISTRICT MUNICIPALITY

SCMU 005/2026/2027

RENDERING OF LEGAL SERVICES (36 MONTHS)

TAX CLEARANCE CERTIFICATE

Please attach hereto a Valid Tax Clearance Certificate
and Tax Compliance Status Verification Pin issued by
SARS

THE UMKHANYAKUDE DISTRICT MUNICIPALITY

SCMU 005/2026/2027

RENDERING OF LEGAL SERVICES (36 MONTHS)

CIPC REGISTRATION CERTIFICATE

Please attach hereto proof of registration with the
Companies and Intellectual Property Commission
(CIPC)

THE UMKHANYAKUDE DISTRICT MUNICIPALITY

SCMU 005/2026/2027

RENDERING OF LEGAL SERVICES (36 MONTHS)

CENTRAL SUPPLIER DATABASE (CSD) REGISTRATION REPORT

Please attach hereto proof of registration with the
Central Supplier Database (CSD)

_THE UMKHANYAKUDE DISTRICT MUNICIPALITY

SCMU 005/2026/2027

RENDERING OF LEGAL SERVICES (36 MONTHS)

BROAD-BASED BLACK ECONOMIC EMPOWERMENT (B-BBEE) REGISTRATION

Please attach hereto B-BBEE Certificate

THE UMKHANYAKUDE DISTRICT MUNICIPALITY

SCMU 005/2026/2027

RENDERING OF LEGAL SERVICES (36 MONTHS)

FINANCIAL STANDING OF THE COMPANY

Please attach Audited Annual Financial Statement for
three (3) years

PROOF OF GOOD STANDING WITH MUNICIPAL ACCOUNTS

The tenderer is to affix to this page either:

- 1) Proof that they are not in arrears for more than 90 days (30 days if the tender price exceeds R10 Million) with municipal rates and taxes and municipal service charges. The latest municipal account is to be attached.
Attach latest municipal account statement behind this page. The statement must not be older than three months from the close of this tender.; or
- 2) Signed copy of the lease agreement if the tenderer is currently leasing premises and not responsible paying municipal accounts **together with a letter/statement from the landlord** (not older than three months from the close of this tender) stating that no levies are in arrears (*only if applicable*); or
- 3) An affidavit signed and stamped by a Commissioner of Oaths stating that **the business** is not required to pay municipal charges and providing for the reasons thereof (*only if applicable*). In cases where **the business** resides in an area that does not pay for municipal rates and taxes and municipal service charges, a letter from the **Ward Councilor**, must be submitted together with the affidavit.

Note:

- The tender hereby acknowledges 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.
- It is the responsibility of the service provider to ensure that the statement/proof of municipal good standing being submitted includes proof that the account is not more than 90 days (30 days if the tender price exceeds R10 Million) in arrears.
- For service providers with more than one office branch, the proof of municipal account provided must reflect that of the nominated branch which will undertake the required works.
- Failure to affix such documentation as prescribed to this page shall result in this tender not being further considered for the award of the contract.
- Should this tender be considered for award of the contract, based on proof of submission and should proof of such submission be found to be invalid, erroneous or inaccurate, this tender will no longer be considered for the award of the contract.
- Statements, letters, and affidavits must not be older than three months from the closing date of this tender.

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			

AUTHORITY FOR SIGNATORY

Indicate the status of the tenderer by ticking the appropriate box hereunder. The tenderer **must complete** the certificate set out below for the relevant category, **even if a board resolution letter is attached.**

A Company	B Partnership	C Joint Venture	D Sole Proprietor	E Close Corporation

A. Certificate for Company

I,, chairperson

of the board of,

hereby confirm that by resolution of the board (copy attached) taken on

..... 20..., Mr/Ms

acting in the capacity of, was authorised to sign all documents in connection with this tender for Contract No 05/2024 and any contract resulting from it on behalf of the company.

As witnesses:

1.

Chairman:

2.

Date:

B. Certificate for Partnership

We, the undersigned, being the key partners in the business trading as

....., hereby authorise

Mr/Ms, acting in the capacity of

....., to sign all documents in connection with this tender for

Contract No 05/2024 and any contract resulting from it on our behalf.

Name	Address	Signature	Date

Note: This certificate is to be completed and signed by all key partners upon whom rests the direction of the affairs of the Partnership as a who

Certificate for Joint Venture

We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorise Mr/Ms

....., authorised signatory of the company

.....

acting in the capacity of lead partner, to sign all documents in connection with this tender for Contract No. 05/2024 and any contract resulting from it on our behalf.

This authorisation is evidenced by the attached power of attorney signed by legally authorised signatories of all the partners to the Joint Venture.

Name of Firm	Address	Authorising Name and Capacity	Authorising Signature
Lead Partner:			

C. Certificate for Sole Proprietor

I,....., hereby confirm that I am

the sole owner of the business trading as

As witnesses:

1.

Sole Owner:

2.

Date:

D. Certificate for Close Corporation

We, the undersigned, being the key members in the business trading as

....., hereby authorise Mr/Ms

acting in the capacity of....., to sign all to sign all documents in connection with this tender for Contract No 48/2023 and any contract resulting from it on our behalf

Name	Address	Signature	Date

Note: This certificate is to be completed and signed by all key partner upon whom rests the direction of the affairs of the partnership as a what.

BANKING DETAILS

It is the policy of the uMkhanyakude District Municipality to pay all creditors by means of direct bank transfers. Please complete this information and acquire your banker's confirmation.

ACCOUNT HOLDER	
NAME OF BANK	
ACCOUNT NUMBER	
ACCOUNT TYPE	
BRANCH NAME	
BRANCH CODE	
BRANCH CONTACT PERSON	
PHONE NUMBER	
FAX NUMBER	

I/we hereby request and authorise the uMkhanyakude District Municipality to pay any amounts that may accrue to me/us to the credit of my/our bank account.

I/we further undertake to inform the uMkhanyakude District 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.

- Alternatively, the tenderer may submit a letter/declaration from his bank worded as above, providing the required details and it must be signed by an appropriate Bank Official (which should be attached behind this page).

FOR BANK USE ONLY

I/we hereby certify that the details of our client's bank account as indicated above is correct: AUTHORISED SIGNATURE(S)	OFFICIAL DATE STAMP
--	-----------------------------------

JOINT VENTURE AGREEMENT

This returnable schedule is to be completed by joint ventures.

We, the undersigned, are submitting this tender offer in joint venture and hereby authorize Mr./Ms., authorise[] signatory of the company, close corporation or partnership , acting in the capacity of lead partner, to sign all documents in connection with the tender offer and any contract resulting from it on our behalf.

NAME OF FIRM	ADDRESS	DULY AUTHORISED SIGNATORY
Lead Partner		Signature:
		Name:
		Designation:
		Signature:
		Name:
		Designation:

Note:

A copy of the Joint Venture Agreement showing clearly the percentage contribution of each partner to the Joint Venture shall be appended to this schedule.

Service providers intending to tender in the form of Joint Ventures/Consortiums must submit the following documentation together with the tender:

1. Proof of tax compliance status of all parties of the Joint Venture/Consortium.
2. An undertaking duly signed by all parties of the Joint Venture/Consortium indicating their intention to enter into an agreement for the purposes of the contract.
3. Proof of Good Standing with municipal accounts for all parties of the Joint Venture/Consortium.
4. Signed Declaration of Interest forms (MBD 4) all parties of the Joint Venture/Consortium.

Further to the above, the name of the Joint Venture/Consortium must appear on the relevant pages of the document. Failure to comply with these requirements shall lead to disqualification.

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			

EXPERIENCE OF TENDERER

Attach appointment letters within the last five (5) years.

[insert the attachments]

RECORD OF ADDENDA

We confirm that the following communications received from the employer before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer.

Communications regarding the revision of this tender document can be also be viewed on the following websites: www.etenders.treasury.gov.za or www.ukdm.gov.za under SCM > Tender.

	DATE	TITLE OR DETAILS

Attach additional pages if more space is required.

Failure to acknowledge any addendum released by uMkhanyakude District Municipality will result in your tender submission being declared non-

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			

COMPANY PROFILE

Bidders are required to submit a Company Profile that records evidence of previous work which substantiate their ability to undertake specific tasks.

The Company Profile must include the following items:

- **Company Registration Documents (CIPC Registration)**
- **ID Documents**
- Latest Financial Statements
- VAT Registration Certificate
- Proof of Experience in the Industry
- **Proof of Locality of Registered Offices**
- Letter of Good Standing (COIDA) and proof of good standing with the Unemployment Insurance Fund (UIF) – if applicable
- CSD not older than 3 months.

Please note that all copies of qualifications must be certified. Copies of certified documents will not be accepted.

Attach Company Profile to this page.

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			

CONTRACT FORM – PURCHASE OF GOODS / SERVICES

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

PART 1 (TO BE FILLED IN BY THE BIDDER)

I the undersigned (Full names) duly authorized thereto hereby undertake to supply all or any of the goods and/or services described in the attached bidding documents to **UMKHANYAKUDE**

DISTRICT MUNICIPALITY (the District Municipality) in accordance with the requirements and specifications stipulated in bid number

SCMU 005/2026/2027: APPOINTMENT OF A PANEL OF SERVICE PROVIDERS FOR LEGAL SERVICES FOR A PERIOD OF THREE (3) YEARS

at the price/s quoted. The offer/s remains binding upon me/ the Company/ Close Corporation and open for acceptance by the **District Municipality** during the validity period indicated and calculated from the closing time of bid.

1. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (i) Bidding documents, viz
 - Invitation to bid;
 - SARS TCS Pin;
 - Pricing schedule(s);
 - Technical Specification(s);
 - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2022;
 - Declaration of interest;
 - Declaration of bidder's past SCM practices;
 - Certificate of Independent Bid Determination;
 - Special Conditions of Contract;
 - (ii) General Conditions of Contract; and
 - (iii) Other (specify)

I confirm hereby that I have examined and read the above documents and declare that I am/ the Company/ Close Corporation is bound by the conditions contained in it.

2. I confirm that I have satisfied myself as to the correctness and validity of the bid; that the price(s) and rate(s) quoted cover all the goods and/or services specified in the bidding documents; that the price(s) and rate(s) cover all my/the Company's/Close Corporation's obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own or the Company's/Close Corporation's risk.
3. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me/the Company/Close Corporation under this agreement as the principal liable for the due fulfilment of this contract.

4. I declare that I/the Company/Close Corporation have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
5. I confirm that I am duly authorised to sign this contract.

**NAME OF PERSON/ COMPANY/ CLOSE CORPORATION TO WHOM THE TENDER/BID WAS AWARDED
(PRINT)**

(i) (Sole Supplier) (Full names..... (Identity Nr)

.....

(ii) (Registered name of Company/ Close Corporation)

.....

(Registration Nr.) and herein represented by,
in

his/ her capacity as duly authorised thereto **according to a Directors/**

**UMkhanyakude District Municipality
Tender Document Members resolution of which a copy is attached)**

SIGNED ATON THIS..... DAY OF 2026

SIGNATURE.....

CAPACITY.....

WITNESS

1.....

2.....

DATE.....

PROOF OF ATTENDANCE AT THE COMPULSORY CLARIFICATION MEETING

CERTIFICATE OF ATTENDANCE

TENDER No. SCMU 005/2026/2027

This is to certify that

(Tenderer)

of (address)

.....

was represented by the person(s) named below at the compulsory meeting held for all Tenderers at (location)

.....

..... on (date)

starting at (time).....

I / We acknowledge that the purpose of the meeting was to acquaint myself / ourselves with the site of the works and / or matters incidental to doing the work specified in the Tender documents in order for me / us to take account of everything necessary when compiling our rates and prices included in the Tender.

Particulars of person(s) attending the meeting:

Name: Signature:

Capacity:

Name: Signature:

Capacity:

Attendance of the above person(s) at the meeting is confirmed by the Employer's representative, namely:

Name: Signature:

Capacity: Date and Time:

General Conditions of Contract

1. Definitions	1. The following terms shall be interpreted as indicated: 1.1 “Closing time” means the date and hour specified in the bidding documents for the receipt of bids. 1.2 “Contract” means the written agreement entered into between the purchaser and the provider, 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 provider 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 provider 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 provider and not involving the provider’s fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes. 1.13 “Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition. 1.14 “GCC” means the General Conditions of Contract. 1.15 “Goods” means all of the equipment, machinery, and/or other materials that the provider is required to supply to the purchaser under the contract. 1.16 “Imported content” means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the provider or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured. 1.17 “Local content” means that portion of the bidding price which is not included in the
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<u>General Conditions of Contract</u>		
		imported content provided that local manufacture does take place.
	1.18	“Manufacture” means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
	1.19	“Order” means an official written order issued for the supply of goods or works or the rendering of a service.
	1.20	“Project site,” where applicable, means the place indicated in bidding documents.
	1.21	“Purchaser” means the organization purchasing the goods.
	1.22	“Republic” means the Republic of South Africa.
	1.23	“SCC” means the Special Conditions of Contract.
	1.24	“Services” means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the provider covered under the contract.
	1.25	“Written” or “in writing” means hand-written 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 (excluding professional services related to the building and construction industry), sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
	2.2	Where applicable, special conditions of contract are also laid down to cover specific 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 in the institution's website.
4. Standards	4.1	The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.
5. Use of contract Documents and information; inspection.	5.1	The provider 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 provider in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
	5.2	The provider 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 provider's performance under the contract if so required by the purchaser.

	5.4	The provider shall permit the purchaser to inspect the provider's records relating to the performance of the provider and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.
6. Patent rights	6.1	The provider 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 provider developed documentation / projects for the municipality or municipal entity, the intellectual, copy and patent rights or ownership of such documents or projects will vest in the municipality or 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.

<u>General Conditions of Contract</u>		
	7.2	The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the provider's failure to complete his obligations under the contract.
	7.3	The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms: a 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 a cashier's or certified cheque.
	7.4	The performance security will be discharged by the purchaser and returned to the provider not later than thirty (30) days following the date of completion of the provider'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 inspection, the premises of the bidder or contractor 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 supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
	8.5	Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the provider.

	8.6	Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
	8.7	Any contract supplies may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the provider who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the providers cost and risk. Should the provider fail to provide the substitute supplies forthwith, the purchaser may, without giving the provider further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the provider.
	8.8	The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

9. Packing	9.1	The provider shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
	9.2	The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, and in any subsequent instructions
<u>General Conditions of Contract</u>		
	ordered by the purchaser.	
10. Delivery and documents	10.1	Delivery of the goods and arrangements for shipping and clearance obligations shall be made by the provider in accordance with the terms specified in the contract.
11. Insurance	11.1	The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified.
12. Transportation	12.1	Should a price other than an all-inclusive delivered price be required, this shall be specified.
13. Incidental services	13.1	The provider may be required to provide any or all of the following services, including additional services, if any: performance or supervision of on-site assembly and/or commissioning of the supplied goods; furnishing of tools required for assembly and/or maintenance of the supplied goods; furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods; 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 provider of any warranty obligations under this contract; and

		training of the purchaser's personnel, at the provider'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 provider 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 provider for similar services.
14. Spare parts	14.1	As specified, the provider may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the provider: (a) such spare parts as the purchaser may elect to purchase from the provider, provided that this election shall not relieve the provider of any warranty obligations under the contract; and (b) in the event of termination of production of the spare parts: (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.
15. Warranty	15.1	The provider 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 provider 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 provider, 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.
	15.3	The purchaser shall promptly notify the provider in writing of any claims arising under this warranty.
	15.4	Upon receipt of such notice, the provider shall, within the period specified and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
	15.5	If the provider, 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 provider's risk and expense and without prejudice to any other rights which the purchaser may have against the provider under the contract.

<u>General Conditions of Contract</u>	
16. Payment	16.1 The method and conditions of payment to be made to the provider under this contract shall be specified. 16.2 The provider shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract. 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the provider. 16.4 Payment will be made in Rand unless otherwise stipulated.
17. Prices	17.1 Prices charged by the provider for goods delivered and services performed under the contract shall not vary from the prices quoted by the provider 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. Increase / decrease of quantities	18.1 In cases where the estimated value of the envisaged changes in purchase does not exceed 15% of the total value of the original contract, the contractor may be instructed to deliver the revised 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. Contract amendments	19.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.
20. Assignment	20.1 The provider shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.
21. Subcontracts	21.1 The provider shall notify the purchaser in writing of all subcontracts awarded under these contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the provider from any liability or obligation under the contract.
22. Delays in the provider's performance	22.1 Delivery of the goods and performance of services shall be made by the provider in accordance with the time schedule prescribed by the purchaser in the contract.
	22.2 If at any time during performance of the contract, the provider or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the provider 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 provider's notice, the purchaser shall evaluate the situation and may at his discretion extend the provider's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
	22.3 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the provider's point of supply is not situated at or near the place where the supplies are required, or the provider's services are not readily available.

	22.4 Except as provided under GCC Clause 25, a delay by the provider in the performance of its delivery obligations shall render the provider liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 22.2 without the application of penalties. 22.5 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 provider'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 provider.
23. Penalties	23.1 Subject to GCC Clause 25, if the provider 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.
24. Termination for default	24.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the provider, may terminate this contract in whole or in part: (a) if the provider 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 22.2; (b) if the provider fails to perform any other obligation(s) under the contract; or (c) if the provider, in the judgement of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract. 24.2 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 provider shall be liable to the
<u>General Conditions of Contract</u>	
	purchaser for any excess costs for such similar goods, works or services. However, the provider shall continue performance of the contract to the extent not terminated. 24.3 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. 24.4 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. 24.5 Any restriction imposed on any person by the purchaser will, at the discretion of the purchaser, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the purchaser actively associated. 24.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:

	(i) the name and address of the supplier and / or person restricted by the purchaser; (ii) the date of commencement of the restriction; (iii) the period of restriction; and (iv) the reasons for the restriction. These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector. 24.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.
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25. Anti-dumping and counter-vailing duties and rights	25.1 When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the provider to the purchaser or the purchaser may deduct such amounts from moneys (if any) which may otherwise be due to the provider 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.
26. Force Majeure	26.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the provider 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. 26.2 If a force majeure situation arises, the provider shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the provider 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.
27. Termination for insolvency	27.1 The purchaser may at any time terminate the contract by giving written notice to the provider if the provider becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the provider, 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.

General Conditions of Contract

28. Settlement of Disputes	28.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the provider 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. 28.2 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 provider 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. 28.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law. 28.4 Notwithstanding any reference to mediation and/or court proceedings herein, (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and (b) the purchaser shall pay the provider any monies due the provider for goods delivered and / or services rendered according to the prescripts of the contract.
29. Limitation of liability	29.1 Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6; (a) the provider 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 provider to pay penalties and/or damages to the purchaser; and (b) the aggregate liability of the provider 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.
30. Governing language	30.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
31. Applicable law	31.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified.

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32. Notices	32.1 Every written acceptance of a bid shall be posted to the provider 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. 32.2 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.
33. Taxes and duties	33.1 A foreign provider shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country. 33.2 A local provider shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser. 33.3 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.
34. Transfer of contracts	34.1 The contractor shall not abandon, transfer, assign or sublet a contract or part thereof without the written permission of the purchaser.

35. Amendment contracts	of 35.1 No agreement to amend or vary a contract or order or the conditions, stipulations or provisions thereof shall be valid and of any force unless such agreement to amend or vary is entered into in writing and signed by the contracting parties. Any waiver of the requirement that the agreement to amend or vary shall be in writing, shall also be in writing.
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BID REQUIREMENTS OF UMKHANYAKUDE DISTRICT MUNICIPALITY

THE FOLLOWING PARTICULARS MUST BE FURNISHED. FAILURE TO DO SO MAY RESULT IN THE BID BEING DISQUALIFIED

<i>CENTRAL SUPPLIER DATABASE (CSD) NO:</i>
NAME OF BIDDER:
POSTAL ADDRESS:
STREET ADDRESS:

E-MAIL ADDRESS (IF AVAILABLE):
NAME OF CONTACT PERSON:
CELL PHONE NUMBER OF CONTACT PERSON:

Has a SARSTCS Pin been submitted	YES/NO
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TELEPHONE: AREA CODE:	NUMBER:
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FACSIMILE: AREA CODE:	NUMBER:
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Income Tax Number	
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Name of taxpayer	
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Identity number of taxpayer (if applicable)	
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Employer's PAYE registration number (if applicable)	
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Company or CC Registration No	
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Are you the accredited representative in South Africa for the	YES / No / NOT APPLICABLE goods / services offered by you?
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AUTHORISED SIGNATURE:
NAME:
CAPACITY:
DATE:

PAST EXPERIENCE

Tenderers must furnish hereunder details of similar services, which they have satisfactorily completed in the past.

EMPLOYER	DURATION AND COMPLETION DATE	EMPLOYER CONTACT NUMBER

DATE

SIGNATURE OF TENDERER

REQUIRED DOCUMENTATION

A PUBLIC COMPANY or SECTION 21 COMPANY

A certified copy of the company's Certificate of Incorporation (CM3).

If any changes had occurred in the board of Shareholders or Directors of the company since registration, a certified copy of the amended Certificate of Incorporation regarding the changes that were registered in the office of the Registrar of Companies must be obtained.

In the case of a Company, a resolution from the directors that the person who is appointed to sign the tender and SLA document is authorized to act on behalf of the Company. The full names, identity number and his/ her capacity must be included in the resolution.

A CLOSE CORPORATION

A certified copy of the Close Corporation's registration document. (CK1 & CK2).

If any changes had occurred in the Membership of the Close Corporation since registration, a certified copy of the amended Registration Certificate regarding the changes in membership that were registered in the office of the Registrar of Companies must be obtained. In the case of a Close Corporation, a resolution from the members that the person who is appointed to sign the tender and SLA document is authorized to act on behalf of the Close Corporation. The full names, identity number and his/ her capacity must be included in the resolution.

A TRUST

A certified copy of the Trust deed (document) as well as a letter of authority in the case of business trust.

A PARTNERSHIP

A certified copy of the Partnership Agreement.

A SOLE PROPRIETOR

A certified copy of the Owner's ID document.

In all cases, a valid Tax Clearance certificate is required.

Where necessary certified copies of other relevant registration certificates pertaining to the business as required by legislation.

The above documentation did not include necessarily all the documentation that may be needed by the Supply Chain department which must also be requested.