



KAAP AGULHAS MUNISIPALITEIT
 CAPE AGULHAS MUNICIPALITY
 U MASIPALA WASECAPE AGULHAS

TENDER: APPOINTMENT OF PANEL OF PROFESIONALS FOR THE RENDERING OF LEGAL SERVICES FOR A THREE-YEAR PERIOD

SCM1/2026/27

BIDDERS NAME:		
CONTACT NUMBERS	Phone:	Fax:
BBBEE STATUS LEVEL		
CSD REGISTRATION NR	MAAA	
BID AMOUNT:	AS PER TENDERED RATES ON PAGE 41 (VAT inclusive)	

For Office Use	OFFICIAL STAMP (Municipality)
Official 1:	
Official 2:	

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CHECK LIST FOR COMPLETENESS OF BID DOCUMENT

The bidder **MUST ENSURE** that the following checklist is completed, that the necessary documentation is attached to this bid document and that all declarations are signed:

1.	Completed page containing the details of bidder	Yes	No
2.	Specifications & Pricing Schedules – Is the form duly completed and signed?	Yes	No
3.	(CAMBD 2) Are a Tax Compliance status pin attached?	Yes	No
4.	Functionality Criteria – Qualifications attached?	Yes	No
5.	(Schedule 1A) Authority of Signatory – Is the form duly completed and signed?	Yes	No
6.	Annexure B1: Schedule Of Public Sector Work Experience Of The Bidder Annexure B2: Schedule Of Other Work Experience Of The Bidder Is the form duly completed and signed?	Yes	No
7.	(Schedule 1B) Enterprise Questionnaire -Is the form duly completed and signed?	Yes	No
8.	(Schedule 1C) Documents of Incorporation – Is the form duly completed and signed?	Yes	No
9.	(Schedule 1D) Payment of Municipal Accounts – Is the form duly completed and signed?	Yes	No
10.	(Schedule 1E) B-BBEE certificate – Is the form duly completed and signed? Is a <u>certified or an original certificate attached</u>	Yes	No
11.	Form of Offer- Is the form duly completed and signed?	Yes	No
12.	(CAMBD 4) declaration of interest- Is the form duly completed and signed?	Yes	No
13.	(CAMBD 6.1) Preference points claimed- Is the form duly completed and signed?	Yes	No
14.	(CAMBD 8) Signed declaration of bidder’s past supply chain management practices	Yes	No
15.	(CAMBD 9) Prohibition of Restrictive Practices be completed and signed.	Yes	No
16.	All bids must be submitted in writing on the official forms (not re-typed).	Yes	No
17.	Bidder must initial every page of this bid document.	Yes	No
18.	Draft Service Level Agreement - - Is the form duly completed and signed?	Yes	No


CERTIFICATION

**I, THE UNDERSIGNED (FULL NAME)
CERTIFY THAT THE INFORMATION FURNISHED ON THIS CHECK LIST IS TRUE AND CORRECT.**

Signed Date

Name Position

Tenderer

	CAPE AGULHA MUNICIPALITY		
	REQUEST FOR TENDERS		
	ADVERTISED ON	MUNICIPAL NOTICE BOARD; MUNICIPAL WEBSITE; NATIONAL TREASURY e-TENDER	
	TENDER NO:	SCM1/2026/27	
Tenders are hereby invited for:	APPOINTMENT OF PANEL OF PROFESIONALS FOR THE RENDERING OF LEGAL SERVICES FOR A THREE-YEAR PERIOD		
PUBLISHED DATE:	15 May 2026	CLOSING DATE:	19 June 2026
CLOSING TIME:	No later than 12H00. Tenders will be opened immediately thereafter, in public at the Cape Agulhas Municipality, 1 Dirkie Uys Street, Bredasdorp.		
AVAILABILITY OF BID DOCUMENTS:			
Tender documents can be obtained from Ms. G Koopman at telephone number 028-425 5500 during office hours or email at geraldinek@capeagulhas.gov.za .			
Date Available:	15 May 2026	Non-refundable Fee:	R0
BID RULES:			
<ol style="list-style-type: none"> Tenders are to be completed in accordance with the conditions and Tender rules contained in the Tender document. The Tender Document & supporting documents must be placed in a sealed envelope and externally endorsed WITH: THE TENDER NUMBER; DESCRIPTION & CLOSING DATE OF TENDER. Tender Documents must be deposited in the Tender Box, at Municipal Offices, 1 Dirkie Uys Street, Bredasdorp or posted to reach the Municipal Manager, Cape Agulhas Municipality, PO Box 51, Bredasdorp, 7280. Tenders may only be submitted on the Tender documentation issued by the Municipality. A Tax Compliance status pin as issued by the South African Revenue Service, must be submitted together with the tender. The two-stage bidding process will be followed in evaluating this tender, firstly for functionality and thereafter for price and preference The Cape Agulhas Municipality does not bind itself to accept the lowest or any tender and reserves the right to accept any tender, as it may deem expedient. Tenderers are required to be registered on the Accredited Supplier Database (CSD) from the website https://secure.csd.gov.za 			
Tenders shall be evaluated in terms of the Cape Agulhas Municipality Supply Chain Management Policy & Preferential Procurement	Suppliers may claim preference points in terms of the 80/20. Price: 80 Specific Goals: (20) a) B-BBEE Status Level contributor: 10 b) Locality of Supplier: 10 Total Points: 100		
CIDB Registration Required	n/a		
Site Meeting / Information Session	n/a	Validity Period	120 days
ANY ENQUIRES REGARDING TECHNICAL INFORMATION MAY BE DIRECTED TO:	ANY ENQUIRES REGARDING THE QUOTING PROCEDURE MAY BE DIRECTED TO:		
Division	Strategic Planning and Administration	Division	Supply Chain Management
Contact Person:	Ms. Tracey Stone	Contact Person:	Ms. G Koopman
Tel:	e-mail Enquires Only	Tel:	e-mail Enquires Only
E-mail:	traceys@capeagulhas.gov.za	E-mail:	geraldinek@capeagulhas.gov.za

WP RABBETS
MUNICIPAL MANAGER
PO BOX 51
BREDASDORP
7280

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE CAPE AGULHAS MUNICIPALITY					
BID NUMBER:	SCM1/2026/27	CLOSING DATE:	19 June 2026	CLOSING TIME:	12:00
DESCRIPTION	APPOINTMENT OF PANEL OF PROFESSIONALS FOR THE RENDERING OF LEGAL SERVICES FOR A THREE-YEAR PERIOD				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).					
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
CAPE AGULHAS MUNICIPALITY					
1 DIRKIE UYS STREET					
BREDASDORP					
7280					
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER		CODE		NUMBER	
CELLPHONE NUMBER					
FACSIMILE NUMBER		CODE		NUMBER	
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
TAX COMPLIANCE STATUS		TCS PIN:		OR	CSD No:
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]		<input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT <input type="checkbox"/> Yes <input type="checkbox"/> No	
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?		<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED? <input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3]	
TOTAL NUMBER OF ITEMS OFFERED			TOTAL BID PRICE		
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	
CONTACT PERSON		Geraldine Koopman		Strategic Planning and Administration	
TELEPHONE NUMBER		028 425 5500		CONTACT PERSON	
E-MAIL ADDRESS		geraldinek@capeagulhas.gov.za		Tracey Stone	
				TELEPHONE NUMBER	
				028 425 5500	
				E-MAIL ADDRESS	
				traceys@capeagulhas.gov.za	

PART B

TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:
<p>1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.</p> <p>1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED– (NOT TO BE RE-TYPED) OR ONLINE</p> <p>1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.</p>
2. TAX COMPLIANCE REQUIREMENTS
<p>2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.</p> <p>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.</p> <p>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.</p> <p>2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.</p> <p>2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.</p> <p>2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.</p> <p>2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.</p>
3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS
<p>3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>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.</p>

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

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

DATE:



KAAP AGULHAS MUNISIPALITEIT
CAPE AGULHAS MUNICIPALITY
U MASIPALA WASECAPE AGULHAS

TENDER FOR RENDERING OF PROFESSIONAL LEGAL SERVICES FOR A PERIOD OF THREE YEARS

SPECIFICATIONS

1 INTRODUCTION / BACKGROUND

Tenders are hereby invited from suitably qualified and experienced legal practitioners to tender for the rendering of professional legal services to the Cape Agulhas Municipality (“the Municipality”) as required from time to time for a period of three years.

The Municipality intends to establish a panel of legal service providers (with sub-panels for each category of service) to render legal and advisory services.

2 SCOPE

2.1 Legal services are divided into eight (8) categories, each with its own general and technical eligibility and requirements. **Bidders may tender for any or all of the categories of services.** Evaluation will be done per category tendered for.

2.2 Prospective bidders will be required to indicate the rates charged by the firm as per the pricing schedule included in this tender attached as **Annexure C**.

2.3 Prospective bidders must ensure that all the requirements of relevant legislation are adhered to throughout the contract period. The 80/20-point system of the Supply Chain Management Policy of the Cape Agulhas Municipality, as amended from time to time, will be applicable and scoring will be done accordingly, thus no estimated prices will be accepted.

2.4 The Municipality requires the services of legal practitioners who have capacity and experience in the following categories of services (**Please indicate with an “X” which categories you are tendering for**).

	CATEGORY	Yes	No
A	Public and Municipal Law		
B	Land Use Planning and Property Law		
C	Environmental Law		
D	Building, Construction and Engineering Law		
E	Labour Law		
F	Municipal Supply Chain Management Law		
G	Land tenure law (Including PIE, ESTA and other related Proceedings)		
H	Conveyancing and Notarial Services (Excluding government scheme housing)		

2.5 Due to the nature of the services required, the proximity and accessibility of the service provider are essential. In order to ensure the efficient delivery of services, facilitate in-person engagements where necessary, and comply with the Municipal Cost Containment Regulations, 2019, particularly in limiting disbursement costs related to travel and subsistence, the successful service providers must operate from an established office situated within a 300 km radius of the Cape Agulhas Municipality’s Head Office in Bredasdorp.

3 GENERAL

3.1 CONTRACT PERIOD

The contract period will commence on the date as agreed upon in the service level agreement, to be signed after award, and will endure for a period of 3 years, with the proviso that all work not finalised by the end of the contract term will be finalised as soon as possible thereafter on the same terms and conditions of this tender.

3.2 VALIDITY PERIOD OF TENDER

- 3.2.1 The tender must remain valid, irrevocable and open for acceptance for a period of 120 (one hundred and twenty) days after closing date.
- 3.2.2 The validity period of a bid may be extended by the accounting officer, or his/her delegate, prior to the expiry of the validity period indicated in the bid document.

3.3 USE OF THE PANEL

- 3.3.1 The Municipality reserves the right to issue work instructions to any selected and listed service provider from the relevant category, after taking into account factors such as previous involvement in a matter, continuity, cost savings, nature and complexity of the matter and when expertise and experience in a specific field of law is required, OR in exceptional circumstances, to make appointments outside the panel, to ensure that the best interest of the Municipality is served.
- 3.3.2 Instructions will be allocated at the discretion of the Municipality based on a ranking order, where the service provider within a specific category and who is ranked first during the evaluation of the tender will be allocated the first relevant instruction. The service provider awarded an instruction will be moved to the bottom of the panel list and the next ranked service provider will be considered for the next instruction. Where a selected service provider is not able to execute an identified project, such service provider will be transferred to the bottom of the panel, and the next ranked service provider will be considered.
- 3.3.3 The actual fee that will be paid for a service will be determined prior to the commencement of each instruction and the Municipality retains the right to negotiate a more favourable fee if deemed necessary.

3.4 IMPLEMENTATION TIMETABLE

- 3.4.1 The Municipality will, within 5 (five) working days from date of formal allocation of work to a service provider, furnish all the necessary documents/copies of the Municipality's file relating to the matter, in order for it to proceed with the instruction.
- 3.4.2 In the event of the service provider having not received the above-mentioned documents/file within the time period stipulated, the relevant Manager who issued the instruction must be notified of this in writing.
- 3.4.3 The minimum time period specified in the Rules of Court for the delivery of applications, notices and pleadings must be adhered to.
- 3.4.4 A file will be closed once the deliverables as set out in the instruction have been met.

3.5 SERVICE STANDARDS AND CONDITIONS

- 3.5.1 A service level agreement will be entered into with all successful service providers appointed to the sub-panels for each category of service.
- 3.5.2 In instances where there is a conflict between the general conditions of contract and the service level agreement, the conditions as contained in the service level agreement will apply.
- 3.5.3 No assurance is given that any selected service provider on the panel will receive instructions during the term of contract.

- 3.5.4 Successful service providers shall, prior to the acceptance of any work, declare any interest it has in an instruction as well as declare any possible conflicts of interest that may prohibit it from performing the work. Any conflict of interest that may develop or be discovered during the contract term, will affect work allocation. In such event the Municipality reserves the right to cancel the existing service level agreement and demand that all information, documents, and property of the Municipality be returned forthwith. No awards will be made where, in the view of the Municipality, a conflict of interest exists at the time of allocation of work.
- 3.5.5 Subsequent to work having been allocated, the performance of successful service providers will be monitored throughout the contract term. The Municipality reserves the right to terminate, reduce, or suspend the allocation of work.
- 3.5.6 Successful service providers, by acting as agents for the Municipality will be required to adhere to the principles and conditions of all legislation and policy and frameworks applicable to the relevant category of service.
- 3.5.7 Successful service providers with whom a service level agreement is entered into must report progress on all matters/work allocated on a monthly basis. The report must contain relevant information as required by the Municipality in respect of each service category.
- 3.5.8 Successful service providers shall have the necessary infrastructure, a sound knowledge of relevant legislation, experience, and proven success record in the category of services tendered for, in order to protect the Municipality's interest in work allocated to it.
- 3.5.9 Successful service providers shall conduct their business during normal business hours Monday to Friday and must be readily accessible to the Municipality pertaining to the category of service tendered for. In the event of emergencies after hours work may be required in which case the tendered rates will apply.
- 3.5.10 Successful service providers shall not cede, assign or subcontract their appointment to the panel, or any brief received pursuant thereto, or any portion thereof. The service providers may further not allocate any brief, or any portion thereof, to any person or entity not identified in its tender submission. This prohibition does not apply to the appointment of correspondent legal practitioners or the referral of a matter to an advocate, including Senior Counsel, where appropriate and subject to clause 3.5.11 below, for the purpose of rendering specialist legal services. In such instances, the service provider shall remain fully responsible for, retain control over, and be accountable for the rendering of the professional services, including compliance with all obligations arising from the panel appointment and any brief issued thereunder.
- 3.5.11 Counsel or other experts (legal or otherwise) may not be formally briefed by the successful bidder without the prior written approval of the Municipality. For this purpose, the service provider will submit to the Municipality at least 2 (two) options containing the following information in respect of each.
- 1) Name
 - 2) Experience of matter at hand
 - 3) Hourly charge out rate
 - 4) Daily fee
 - 5) In the case of senior counsel – an indication whether junior counsel will be used, which must be duly motivated.
- 3.5.12 Successful service providers shall be required to be registered on the Municipality's database of service providers before work will be allocated and any payment of services rendered may be affected.

- 3.5.13 Successful service providers shall ensure that they maintain professional indemnity insurance cover for at least R5,000,000.00 (five million rand) for the duration of the contract term and until such time work allocated is finalized. The insurance cover must be updated annually, and certified copies thereof must be submitted to the Municipality.
- 3.5.14 Successful service providers shall at all times maintain and operate ICT capabilities as required by the Municipality and shall inform the Municipality within 24 (twenty-four) hours of any breakdown or other issues which may impact email or telephonic communications between it and the Municipality.
- 3.5.15 Successful service providers shall comply with the provisions of the POPI Act, Act 4 of 2013.
- 3.5.16 In the event of any change to the Bidder's Lead Legal Professional ("Lead Legal Professional" meaning the legal professional designated by the Bidder to be responsible for the performance of duties in respect of a specific category of service), the Bidder must notify the Municipality in writing within 30 (thirty) days of such change, accompanied by a detailed Curriculum Vitae of the proposed replacement.
The Curriculum Vitae of the proposed replacement will be evaluated in accordance with the specifications of this tender. Should the proposed replacement not meet the required standards, qualifications, or experience, as determined by the Municipality, the Municipality may require the Bidder to nominate an alternative suitably qualified Lead Legal Professional.
- If the Bidder fails to nominate a replacement acceptable to the Municipality within a reasonable period determined by the Municipality, the Municipality may, in its sole discretion, terminate the appointment in respect of the relevant category of services.
- 3.5.17 By submitting a tender, the bidder gives a firm undertaking that, for the duration of this contract period, it will not institute any legal action against Cape Agulhas Municipality nor act for a Defendant / Respondent in matters where the municipality is the Plaintiff / Applicant.
- 3.5.18 For continuity and as a cost containment measure, 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.
- 3.5.19 Any work allocated to a successful service provider that has not been concluded by the termination date of this contract shall be finalised within a maximum period of twelve (12) months thereafter, on the same terms and conditions as this tender, at the rates tendered. Such work shall be deemed to form part of the procurement contract. The twelve (12) month period may be extended only upon submission of a written motivation by the service provider, providing adequate reasons for the extension, at least two (2) months prior to the expiry of the twelve-month period. Any extension shall be subject to the Municipality's prior written approval, which shall be granted in its sole discretion, and in accordance with the Municipality's prescribed supply chain management procedures.
- 3.5.20 The Municipality reserves the right to terminate the appointment of a successful bidder and to remove such service provider from the panel on account of a breach of the provisions of the service level agreement.

3.6 PAYMENT FOR WORK COMPLETED

- 3.6.1 An itemised monthly invoice must be submitted in respect of work completed. Should work not be completed by 30 June of each year, the service provider must render an account in respect of services rendered prior to 30 June in order to ensure the Municipality is in a position to settle invoices as part of the financial year end procedures (Year end 30 June).
- 3.6.2 For conveyancing and notarial work, invoices will only be paid subsequent to the transaction having been successfully registered in the Deeds office; or the investigation in the Deeds Office has been finalized; or in the case of a lost title deed application, when the certified copy has been received by the Municipality.

4 EVALUATION AND ADJUDICATION PROCESS

4.1 Phase 1: Eligibility

Bidders will be screened for compliance with the general and technical eligibility requirements of the bid specifications applicable to each category of service, as well as submission of compulsory documentation. Bidders who fail to comply with the requirements and who do not submit the compulsory documents and information in the required format will be regarded as non-responsive.

4.2 Phase 2: Functionality

Bidders will be assessed in terms of the functionality criteria applicable to each category of service tendered for. Only bidders scoring a minimum of 70 out of 100 points in stage 2 will be further considered for evaluation in phase 3.

4.3 Phase 3: Supply Chain Management compliance requirements

Bidders will be evaluated in terms of the Supply Chain Management regulatory and policy compliance requirements.

4.4 Phase 4: Price

- 4.4.1 Bidders will be evaluated on pricing according to the 80/20 preference points system in terms of the Cape Agulhas Municipality Preferential Procurement Policy.
- 4.4.2 Bids will be evaluated and adjudicated by a duly constituted Bid Evaluation Committee and Bid Adjudication Committee.
- 4.4.3 The panel of service providers will comprise of a subpanel for each category of service as listed in the pricing schedule. The service providers on the subpanels will, depending on the nature of the services, be limited to a maximum of 6 (six) service providers for each category of service and will be selected based on the highest point scoring in each category of service.

5 ELIGIBILITY REQUIREMENTS (PHASE 1)

The evaluation of bids will be done in terms of compliance with the following eligibility criteria. Bidders that do not comply with all the eligibility criteria below and who do not submit the compulsory documents in the required format and appropriately cross referenced where required, will be regarded as non-responsive and will not be evaluated further. No communication will be entered into with the Bidder in this regard, unless and only to the extent expressly provided for by the applicable legislation, regulations, and policies.

5.1 GENERAL ELIGIBILITY REQUIREMENTS

There are general eligibility requirements, as well as eligibility requirements for Categories A to H.

Bidders must clearly indicate the page number(s) in their submission where the relevant supporting evidence is provided. Failure to comply with this requirement will result in the bid being deemed non-responsive for purposes of evaluation under Tables 5.1.1 to 5.1.8.

All categories: Please indicate with an 'X' whether the offer is accepted and complies with the requirements		
Description of requirements	Accept & comply	Not Accept & Not Comply
a) The Bidders accept that if the required maximum number of firms required has not been attained for whatever reason, the Municipality shall be entitled to proceed with the award to the responsive bidders. In the event of such occurrence the Bidders further accepts that the Municipality shall not be obligated to re-issue a tender for the purposes of augmenting the shortfall nor is any such expectation created. It is accepted that any such decision shall be at the Municipality's sole discretion		
b) The Bidders confirm that it/they will furnish the Municipality, within 10 (ten) business days from date of signature of the service level agreement by the party last signing, with proof of indemnity insurance in respect of professional liability of at least R5,000,000.00 (Five Million Rand), and must with the submission of the bid submit proof that it/they have indemnity insurance in respect of professional liability, irrespective of the amount of cover		
c) The Bidders accept that it / they shall not charge perusal fees for work / instructions given to them		
d) the Bidder must operate from an established office within a 300 km radius of the Cape Agulhas Municipality's Head Office in Bredasdorp. Proof of such office must be provided, which may include a lease agreement, municipal account, or other acceptable documentary evidence.		

5.1.1 GENERAL ELIGIBILITY CRITERIA FOR PUBLIC AND MUNICIPAL LAW

Category A: Public and Municipal Law Services			
Please indicate with an "X" whether the offer complies with the requirements			
Criteria	Comply	Not Comply	Submission Page number
a) The Bidders lead legal professional must be duly admitted and authorised to practise within the jurisdiction of the High Court of South Africa. Proof of admission must be submitted with the bid.			
b) The Bidder(s) must submit a memorandum which must contain the information as required in paragraph 6.1 "Contents of Memorandum to be submitted with the bid". This memorandum will be used for the evaluation of the functionality criteria and must be detailed and complete.			
c) The Bidder(s) bidding for each of the category of services listed in this tender must identify who the lead legal professional is and submit copies of his or her professional qualifications.			
d) The lead legal professional (s) of the bidder(s) must have a minimum of 5 (Five) years post admission experience in the category of service tendered for. Proof must be submitted as part of the memorandum required in paragraph 6.1.			
e) The Bidder(s) bidding for each of the category of services must submit a minimum of three good bidder's references which clearly indicate what work, relevant to the category of service the bid is submitted for that the Bidder(s) has attended to or is in advanced stage of attending to. References may not be older than 5 years and must be in the format referred to in Annexure A or contain the same information as set out in the said annexure.			
f) The bidder(s) must complete and submit the schedules of work experience of the bidder document included as Annexure B1 and B2.			
g) The Bidder(s) must submit a Certificate of Good Standing not older than 12 (Twelve) months from the applicable Legal Practice Council in respect of each lead legal professional who will represent the Municipality in each category of service tendered for.			
h) The Bidder(s) / Lead legal professional for each of the category of services listed in this tender must submit a copy of a valid Fidelity Fund Certificate for the firm/ legal professional			

5.1.2 GENERAL ELIGIBILITY CRITERIA FOR LAND USE PLANNING AND PROPERTY LAW

Category B: Land Use Planning and Property Law			
Please indicate with an "X" whether the offer complies with the requirements			
Criteria	Comply	Not Comply	Submission Page number
a) The Bidders lead legal professional must be duly admitted and authorised to practise within the jurisdiction of the High Court of South Africa. Proof of admission must be submitted with the bid.			
b) The Bidder(s) must submit a memorandum which must contain the information as required in paragraph 6.1 "Contents of Memorandum to be submitted with the bid". This memorandum will be used for the evaluation of the functionality criteria and must be detailed and complete.			
c) The Bidder(s) bidding for each of the category of services listed in this tender must identify who the lead legal professional is and submit copies of his or her professional qualifications.			
d) The lead legal professional (s) of the bidder(s) must have a minimum of 5 (Five) years post admission experience in the category of service tendered for. Proof must be submitted as part of the memorandum required in paragraph 6.1.			
e) The Bidder(s) bidding for each of the category of services must submit a minimum of three good bidder's references which clearly indicate what work, relevant to the category of service the bid is submitted for that the Bidder(s) has attended to or is in advanced stage of attending to. References may not be older than 5 years and must be in the format referred to in Annexure A or contain the same information as set out in the said annexure.			
f) The bidder(s) must complete and submit the schedules of work experience of the bidder document included as Annexure B1 and B2 .			
g) The Bidder(s) must submit a Certificate of Good Standing not older than 12 (Twelve) months from the applicable Legal Practice Council in respect of each lead legal professional who will represent the Municipality in each category of service tendered for.			
h) The Bidder(s) / Lead legal professional for each of the category of services listed in this tender must submit a copy of a valid Fidelity Fund Certificate for the firm/ legal professional			

5.1.3 GENERAL ELIGIBILITY CRITERIA FOR ENVIRONMENTAL LAW

Category C: Environmental Law			
Please indicate with an "X" whether the offer complies with the requirements			
Criteria	Comply	Not Comply	Submission Page number
a) The Bidders lead legal professional must be duly admitted and authorised to practise within the jurisdiction of the High Court of South Africa. Proof of admission must be submitted with the bid.			
b) The Bidder(s) must submit a memorandum which must contain the information as required in paragraph 6.1 "Contents of Memorandum to be submitted with the bid". This memorandum will be used for the evaluation of the functionality criteria and must be detailed and complete.			
c) The Bidder(s) bidding for each of the category of services listed in this tender must identify who the lead legal professional is and submit copies of his or her professional qualifications.			
d) The lead legal professional (s) of the bidder(s) must have a minimum of 5 (Five) years post admission experience in the category of service tendered for. Proof must be submitted as part of the memorandum required in paragraph 6.1.			
e) The Bidder(s) bidding for each of the category of services must submit a minimum of three good bidder's references which clearly indicate what work, relevant to the category of service the bid is submitted for that the Bidder(s) has attended to or is in advanced stage of attending to. References may not be older than 5 years and must be in the format referred to in Annexure A or contain the same information as set out in the said annexure.			
f) The bidder(s) must complete and submit the schedules of work experience of the bidder document included as Annexure B1 and B2.			
g) The Bidder(s) must submit a Certificate of Good Standing not older than 12 (Twelve) months from the applicable Legal Practice Council in respect of each lead legal professional who will represent the Municipality in each category of service tendered for.			
h) The Bidder(s) / Lead legal professional for each of the category of services listed in this tender must submit a copy of a valid Fidelity Fund Certificate for the firm/ legal professional			

5.1.4 GENERAL ELIGIBILITY CRITERIA FOR BUILDING, CONSTRUCTION AND ENGINEERING LAW

Category D: Building, Construction and Engineering Law Please indicate with an "X" whether the offer complies with the requirements			
Criteria	Comply	Not Comply	Submission Page number
a) The Bidders lead legal professional must be duly admitted and authorised to practise within the jurisdiction of the High Court of South Africa. Proof of admission must be submitted with the bid.			
b) The Bidder(s) must submit a memorandum which must contain the information as required in paragraph 6.1 "Contents of Memorandum to be submitted with the bid". This memorandum will be used for the evaluation of the functionality criteria and must be detailed and complete.			
c) The Bidder(s) bidding for each of the category of services listed in this tender must identify who the lead legal professional is and submit copies of his or her professional qualifications.			
d) The lead legal professional (s) of the bidder(s) must have a minimum of 5 (Five) years post admission experience in the category of service tendered for. Proof must be submitted as part of the memorandum required in paragraph 6.1.			
e) The Bidder(s) bidding for each of the category of services must submit a minimum of three good bidder's references which clearly indicate what work, relevant to the category of service the bid is submitted for that the Bidder(s) has attended to or is in advanced stage of attending to. References may not be older than 5 years and must be in the format referred to in Annexure A or contain the same information as set out in the said annexure.			
f) The bidder(s) must complete and submit the schedules of work experience of the bidder document included as Annexure B1 and B2.			
g) The Bidder(s) must submit a Certificate of Good Standing not older than 12 (Twelve) months from the applicable Legal Practice Council in respect of each lead legal professional who will represent the Municipality in each category of service tendered for.			
h) The Bidder(s) / Lead legal professional for each of the category of services listed in this tender must submit a copy of a valid Fidelity Fund Certificate for the firm/ legal professional			

5.1.5 GENERAL ELIGIBILITY CRITERIA FOR LABOUR LAW

Category E: Labour Law Please indicate with an "X" whether the offer complies with the requirements			
Criteria	Comply	Not Comply	Submission Page number
a) The Bidders lead legal professional must be duly admitted and authorised to practise within the jurisdiction of the High Court of South Africa. Proof of admission must be submitted with the bid.			
b) The Bidder(s) must submit a memorandum which must contain the information as required in paragraph 6.1 "Contents of Memorandum to be submitted with the bid". This memorandum will be used for the evaluation of the functionality criteria and must be detailed and complete.			
c) The Bidder(s) bidding for each of the category of services listed in this tender must identify who the lead legal professional is and submit copies of his or her professional qualifications.			
d) The lead legal professional (s) of the bidder(s) must have a minimum of 5 (Five) years post admission experience in the category of service tendered for. Proof must be submitted as part of the memorandum required in paragraph 6.1.			
e) The Bidder(s) bidding for each of the category of services must submit a minimum of three good bidder's references which clearly indicate what work, relevant to the category of service the bid is submitted for that the Bidder(s) has attended to or is in advanced stage of attending to. References may not be older than 5 years and must be in the format referred to in Annexure A or contain the same information as set out in the said annexure.			
f) The bidder(s) must complete and submit the schedules of work experience of the bidder document included as Annexure B1 and B2 .			
g) The Bidder(s) must submit a Certificate of Good Standing not older than 12 (Twelve) months from the applicable Legal Practice Council in respect of each lead legal professional who will represent the Municipality in each category of service tendered for.			
h) The Bidder(s) / Lead legal professional for each of the category of services listed in this tender must submit a copy of a valid Fidelity Fund Certificate for the firm/ legal professional			

5.1.6 GENERAL ELIGIBILITY CRITERIA FOR MUNICIPAL SUPPLY CHAIN MANAGEMENT LAW

Category F: Municipal Supply Chain Management Law			
Please indicate with an "X" whether the offer complies with the requirements			
Criteria	Comply	Not Comply	Submission Page number
a) The Bidders lead legal professional must be duly admitted and authorised to practise within the jurisdiction of the High Court of South Africa. Proof of admission must be submitted with the bid.			
b) The Bidder(s) must submit a memorandum which must contain the information as required in paragraph 6.1 "Contents of Memorandum to be submitted with the bid". This memorandum will be used for the evaluation of the functionality criteria and must be detailed and complete.			
c) The Bidder(s) bidding for each of the category of services listed in this tender must identify who the lead legal professional is and submit copies of his or her professional qualifications.			
d) The lead legal professional (s) of the bidder(s) must have a minimum of 5 (Five) years post admission experience in the category of service tendered for. Proof must be submitted as part of the memorandum required in paragraph 6.1.			
e) The Bidder(s) bidding for each of the category of services must submit a minimum of three good bidder's references which clearly indicate what work, relevant to the category of service the bid is submitted for that the Bidder(s) has attended to or is in advanced stage of attending to. References may not be older than 5 years and must be in the format referred to in Annexure A or contain the same information as set out in the said annexure.			
f) The bidder(s) must complete and submit the schedules of work experience of the bidder document included as Annexure B1 and B2.			
g) The Bidder(s) must submit a Certificate of Good Standing not older than 12 (Twelve) months from the applicable Legal Practice Council in respect of each lead legal professional who will represent the Municipality in each category of service tendered for.			
h) The Bidder(s) / Lead legal professional for each of the category of services listed in this tender must submit a copy of a valid Fidelity Fund Certificate for the firm/ legal professional			

5.1.7 GENERAL ELIGIBILITY CRITERIA FOR LAND TENURE LAW (INCLUDING PIE, ESTA AND OTHER RELATED PROCEEDINGS)

Category G: Land tenure law (Including PIE, ESTA and other related Proceedings)			
Please indicate with an "X" whether the offer complies with the requirements			
Description of requirements	Comply	Not Comply	Submission Page number
a) The Bidders lead legal professional must be duly admitted and authorised to practise within the jurisdiction of the High Court of South Africa. Proof of admission must be submitted with the bid.			
b) The Bidder(s) must submit a memorandum which must contain the information as required in paragraph 6.1 "Contents of Memorandum to be submitted with the bid". This memorandum will be used for the evaluation of the functionality criteria and must be detailed and complete.			
c) The Bidder(s) bidding for each of the category of services listed in this tender must identify who the lead legal professional is and submit copies of his or her professional qualifications.			
d) The lead legal professional (s) of the bidder(s) must have a minimum of 5 (Five) years post admission experience in the category of service tendered for. Proof must be submitted as part of the memorandum required in paragraph 6.1.			
e) The Bidder(s) bidding for each of the category of services must submit a minimum of three good bidder's references which clearly indicate what work, relevant to the category of service the bid is submitted for that the Bidder(s) has attended to or is in advanced stage of attending to. References may not be older than 5 years and must be in the format referred to in Annexure A or contain the same information as set out in the said annexure.			
f) The bidder(s) must complete and submit the schedules of work experience of the bidder document included as Annexure B1 and B2.			
g) The Bidder(s) must submit a Certificate of Good Standing not older than 12 (Twelve) months from the applicable Legal Practice Council in respect of each lead legal professional who will represent the Municipality in each category of service tendered for.			
h) The Bidder(s) / Lead legal professional for each of the category of services listed in this tender must submit a copy of a valid Fidelity Fund Certificate for the firm/ legal professional			

5.1.8 GENERAL ELIGIBILITY CRITERIA FOR CONVEYANCING AND NOTARIAL SERVICES (EXCLUDING GOVERNMENT SCHEME HOUSING)

Category H: Conveyancing and Notarial Services (Excluding government scheme housing)			
Please indicate with an "X" whether the offer complies with the requirements			
Description of requirements	Comply	Not Comply	Submission Page number
a) The Bidders lead legal professional must be duly admitted and authorised to practise as a conveyancer. Proof of admission must be submitted with the bid.			
b) The Bidder(s) must have a duly admitted notary public, within the firm. Proof of admission of the notary must be submitted with the bid			
c) The Bidder(s) must submit a memorandum which must contain the information as required in paragraph 6.1 "Contents of Memorandum to be submitted with the bid". This memorandum will be used for the evaluation of the functionality criteria and must be detailed and complete.			
d) The Bidder(s) bidding for each of the category of services listed in this tender must identify who the lead legal professional is and submit copies of his or her professional qualifications.			
e) The lead legal professional (s) of the bidder(s) must have a minimum of 5 (Five) years post admission experience in the category of service tendered for. Proof must be submitted as part of the memorandum required in paragraph 6.1.			
f) The Bidder(s) bidding for each of the category of services must submit a minimum of three good bidder's references which clearly indicate what work, relevant to the category of service the bid is submitted for that the Bidder(s) has attended to or is in advanced stage of attending to. References may not be older than 5 years and must be in the format referred to in Annexure A or contain the same information as set out in the said annexure.			
g) The bidder(s) must complete and submit the schedules of work experience of the bidder document included as Annexure B1 and B2.			
h) The Bidder(s) / Lead legal professional for each of the category of services listed in this tender must submit a copy of a valid Fidelity Fund Certificate for the firm/ legal professional			
i) Bidders must submit proof of access to deeds office search software. Proof must be submitted in the form of a valid licence / tax invoice not older than 12 months from the service provider of the software.			
j) Bidders must submit proof of access to conveyancing software. Proof must be submitted in the form of a valid licence / tax invoice not older than 12 months from the service provider of the software.			
k) The Bidder(s) must submit a Certificate of Good Standing not older than 12 (twelve) months from the applicable Legal Practice Council in respect of the lead conveyancer and notary.			

5.2 TECHNICAL ELIGIBILITY REQUIREMENTS

The following technical eligibility requirements schedule must be completed in full in order to demonstrate that the Bidder meets the minimum technical eligibility requirements applicable to each category of service tendered for. Bidders that fail to comply with all of the requirements set out below will not be evaluated further. No correspondence or clarification will be entered into with any Bidder in this regard.

5.2.1 PUBLIC AND MUNICIPAL LAW

Please indicate with an "X"			
	Scope	Yes	No
(i)	Experience with the drafting of legislation and policies related to the category.		
(ii)	Experience with compilation of legal opinions related to the category.		
(iii)	Experience in advising on and applying administrative and information law, including the Promotion of Administrative Justice Act (PAJA), Promotion of Access to Information Act (PAIA), and Protection of Personal Information Act (POPIA).		
(iv)	Experience in litigation and administrative law proceedings related to public and municipal law, including review applications, interdicts, and disputes arising from municipal decision-making, governance, and the exercise of statutory powers.		

5.2.2 LAND USE PLANNING AND PROPERTY LAW

Please indicate with an "X"			
	Scope	Yes	No
(i)	Experience with the drafting of legislation and policies related to the category.		
(ii)	Experience with compilation of legal opinions related to the category.		
(iii)	Experience in litigation and administrative law proceedings related to land use and property law, including zoning, land use rights, and development applications.		
(iv)	Experience in review applications related to the category.		
(v)	Experience in drafting of contracts relating to the category such as deeds of sale, lease agreements, servitude agreements etc.		

5.2.3 ENVIRONMENTAL LAW

Please indicate with an "X"			
	Scope	Yes	No
(i)	Experience with the drafting of legislation and policies related to the category.		
(ii)	Experience with compilation of legal opinions related to the category.		
(iii)	Experience in litigation proceedings related to environmental law, including enforcement matters, interdicts, and environmental compliance disputes		
(iv)	Experience in review applications and administrative law proceedings relating to environmental decisions and authorisations		
(v)	Experience in advising on environmental regulatory processes, including Environmental Impact Assessments (EIA), environmental authorisations, and compliance requirements		
(vi)	Experience in environmental compliance, enforcement actions, and engagement with regulatory authorities and organs of state		

5.2.4 BUILDING, CONSTRUCTION AND ENGINEERING LAW

Please indicate with an "X"			
	Scope	Yes	No
(i)	Experience with the drafting of legislation and policies related to the category.		
(ii)	Experience with compilation of legal opinions related to the category.		
(iii)	Experience in public sector litigation proceedings related to building, construction and engineering law, including interdicts, enforcement of building regulations, demolition of unlawful structures, and disputes arising from construction and engineering projects.		
(iv)	Experience in review applications related to the category.		
(v)	Experience in drafting of contracts relating to the category such as engineering service agreements		

5.2.5 LABOUR LAW

Please indicate with an "X"			
	Scope	Yes	No
(i)	Experience with the drafting of legislation and policies related to the category.		
(ii)	Experience with compilation of legal opinions related to the category.		
(iii)	Drafting of contracts relating to the category such as employment agreements, settlement agreements etc)		
(iv)	Experience in representing a public entity in proceedings before the Labour Court, including review applications.		
(v)	Experience in representing a public entity in proceedings before the Labour Appeal Court.		
(vi)	Experience in representing a public entity in proceedings before the Commission for Conciliation, Mediation and Arbitration (CCMA) and relevant Bargaining Councils (including SALGBC).		
(vii)	Experience in representing a public entity in arbitration proceedings, including condonation and jurisdictional applications.		
(viii)	Experience acting as presiding officer and/or evidence leader in disciplinary hearings involving political office bearers, senior management and staff		
(ix)	Experience in conducting investigations into misconduct of staff and councillors, including disciplinary investigations.		

5.2.6 MUNICIPAL SUPPLY CHAIN MANAGEMENT LAW

Please indicate with an "X"			
	Scope	Yes	No
(i)	Experience in drafting and reviewing supply chain management policies, procedures, and bid documentation		
(ii)	Experience in compiling legal opinions on supply chain management matters		
(iii)	To provide external legal opinions pertaining to section 62 of the Municipal Systems Act No. 32 of 2003 (appeals) and Regulation 49 of the Municipal Supply Chain Management Regulations, 2005 and all other issues pertaining to supply chain management.		
(iv)	Experience in representing a municipality or public entity in review applications and litigation relating to supply chain management and procurement decisions		
(v)	Experience in advising on and resolving tender-related and contractual disputes arising from the procurement of goods and services, including dispute resolution processes		

5.2.7 LAND TENURE LAW (INCLUDING PIE, ESTA AND OTHER RELATED PROCEEDINGS)

Please indicate with an "X"			
	Scope	Yes	No
(i)	Experience with the drafting of legislation and policies related to the category.		
(ii)	Experience with compilation of legal opinions related to the category.		
(iii)	Experience in facilitating and/or participating in stakeholder engagements in land tenure proceedings, including engagement with affected persons, organs of state, and community structures		
(iv)	Experience in litigation and court appearances in land tenure matters, including urgent applications where applicable		
(v)	Experience in engaging with affected occupiers and stakeholders, including the gathering of relevant information and preparation of reports or affidavits for eviction proceedings		
(vi)	Experience in representing a public entity in eviction proceedings, both as applicant and respondent.		
(vii)	Experience in representing a municipality in mediation and/or alternative dispute resolution processes in eviction matters		
(viii)	Experience in proceedings in terms of the Prevention of Illegal Eviction from and Unlawful Occupation of Land Act (PIE), the Extension of Security of Tenure Act (ESTA), and other related legislation, including non-statutory and commercial evictions		

5.2.8 CONVEYANCING AND NOTARIAL SERVICES (EXCLUDING GOVERNMENT SCHEME HOUSING)

Please indicate with an "X"			
	Scope	Yes	No
(i)	Experience with compilation of legal opinions related to the category.		
(ii)	Attend to registration of transfer of immovable property (general conveyancing), including vesting transfers in terms of section 16 to 31 of the Deeds Registry Act ("the Act") and exchange and rectification transfers.		
(iii)	Cancellation of bonds.		
(iv)	Drafting and registration of Certificates of title in terms of sections 35, 36,38,39,40,41,42,43, 46 and 64 of the Act;		
(v)	Applications for the issuing of a certified copy of a deed in terms of regulation 68(1).		
(vi)	Drawing and registering of any notarial lease, servitude, donation or any other notarial deed or cancellation thereof.		
(vii)	Communicate and engage with the Office of the Surveyor-General, for metrication or amendment of any diagram or obtaining a copy of any diagram or certificate or remainder or any other general information.		

6 FUNCTIONALITY (PHASE 2)

Bidders must submit a detailed memorandum for each category of service tendered for, setting out the qualifications and level of experience of the lead legal professional, as well as the experience of any support staff dedicated to the specific category of service tendered for, for purposes of the functionality evaluation.

It is the sole responsibility of bidders to ensure that sufficient, relevant and verifiable information is submitted for evaluation purposes. Failure to do so may result in a bidder not achieving the minimum functionality threshold.

The pages of the memorandum must be clearly cross-referenced to the bidder's functionality self-scoring under section 6.2 of this document.

The Municipality reserves the right, but is not obliged, to communicate with a bidder solely for the purpose of obtaining clarification, provided that such clarification shall not constitute an opportunity to submit new or additional information.

6.1 CONTENTS OF MEMORANDUM

Bidders are required to submit a separate, detailed memorandum for each category of service tendered for, for purposes of the functionality evaluation.

The Company Profile (Section 6.1.1) is the only component that only needs to be submitted once per bidder and will apply across all categories of service tendered for.

All other information required under Sections 6.1.2 to 6.1.7 must be submitted in a separate memorandum for each individual category of service tendered for, clearly marked and appropriately cross-referenced, to enable proper and transparent evaluation of functionality per category.

6.1.1 PROFILE (GENERAL)

A profile must be submitted which comprises the following: (A single profile per bidder is sufficient)

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

6.1.2 QUALIFICATIONS OF LEAD LEGAL PROFESSIONAL(S) IN EACH CATEGORY OF SERVICE

The Bidder must clearly identify who the lead legal professional is in each category of service tendered for and attach the following information and supporting documentation:

- a) Curriculum Vitae for the lead legal professional(s) who will be rendering the service.
- b) Certified copies of qualifications
- c) Certified copies of admission certificates

6.1.3 PUBLIC SECTOR EXPERIENCE OF LEAD LEGAL PROFESSIONAL(S)

The bidder must clearly indicate the public sector experience of the nominated Lead Legal Professional in respect of the category of service tendered for. The bidder must submit sufficient, relevant and verifiable information, together with supporting documentation, detailing the following:

- a) The Lead Legal Professional's specific years of experience relevant to the area or category of service tendered for, including a clear indication of the periods of practice applicable to each category.
- b) The key assignments undertaken or matters handled by the aforesaid Lead Legal Professional during the past five (5) years. The Municipality undertakes to maintain strict confidentiality in respect of the information provided.

6.1.4 SERVICE QUALITY SUPPORTED BY GOOD REFERENCES

The Bidder(s) bidding for each of the category of services must submit a bidder's reference which clearly indicates work, relevant to the category of service that has been attended to or is currently in an advanced stage of attending to, with a service rating of **good**.

References may not be older than 5 years.

The bidder's reference is attached hereto as **Annexure A**. (This reference should ideally be submitted on a letterhead of the referee or contain the same information as set out in the said annexure.

6.1.5 PUBLIC SECTOR—EXPERIENCE DEMONSTRATED THROUGH RELEVANT PROJECTS IN THE CATEGORY OF SERVICE IN THE LAST 5 YEARS BY THE BIDDER

The experience of the bidder in respect of each category of service tendered for must be disclosed by the bidder. The bidder must submit sufficient information and supporting documentation detailing the following:

- (i) Specific experience in municipal matters in relation to the category tendered for.
- (ii) Key assignments undertaken and matters attended to in the past ten years by the bidder for municipalities in the category tendered for.

The Municipality undertakes to maintain strict confidentiality as to the information provided.

6.2 EVALUATION OF FUNCTIONALITY CRITERIA

A total score of **70%** must be achieved to proceed to the next level of evaluation. In order to determine the overall experience of bidders, the scoring method as set out below will be used. An assessment will be made in respect of each of the categories of service tendered separately. The Assessment shall be scored independently by not less than three evaluators, consisting of members of the User Departments and the Supply Chain Management Unit.

Bidders are required to complete the relevant table for each category of service tendered for. The accompanying memorandum must contain adequate supporting evidence for each criterion claimed, with clear cross-referencing to the relevant page number(s). Failure to comply with this requirement may result in zero points being awarded for the affected criterion.

6.2.1 PUBLIC AND MUNICIPAL LAW SERVICES

Public and Municipal Law Services					
Description		Points attainable	Self-scoring	Points Awarded	Memorandum Page Number
A	Legal qualifications of lead legal professional for the category of service	20			
	Relevant NQF 9/10 Qualification	20			
	Relevant NQF 7/8 Qualification	10			
B	Public sector experience of lead legal professional(s) for the category of service	30			
	Ten (10) years or more	30			
	More than eight (8) but less than ten (10) years	25			
	More than six (6) but less than eight (8) years	15			
	More than five (5) but less than six (6) years	10			
C	Service quality of the bidder supported by good references for the category of service	20			
	More than six (6) good references	20			
	Between five (5) and six (6) good references	15			
	Four (4) good references	10			
	Three (3) good references	5			
D	Public sector experience demonstrated through relevant projects in the category of service in the last 5 years by the bidder (legal entity)	30			
	More than eight (8) similar projects	30			
	Between six (6) and seven (7) similar projects	25			
	Between four (4) and five (5) similar projects	15			
	Between two (2) and three (3) similar projects	10			
	Less than two (2) similar projects	5			
	TOTAL POINTS ATTAINABLE	100			
	TOTAL POINTS AWARDED				

6.2.2 LAND USE PLANNING AND PROPERTY LAW

Land Use Planning and Property Law					
Description		Points attainable	Self-scoring	Points Awarded	Memorandum Page Number
A	Legal qualifications of lead legal professional for the category of service	20			
	Relevant NQF 9/10 Qualification	20			
	Relevant NQF 7/8 Qualification	10			
B	Public sector experience of lead legal professional(s) for the category of service	30			
	Ten (10) years or more	30			
	More than eight (8) but less than ten (10) years	25			
	More than six (6) but less than eight (8) years	15			
	More than five (5) but less than six (6) years	10			
C	Service quality of the bidder supported by good references for the category of service	20			
	More than six (6) good references	20			
	Between five (5) and six (6) good references	15			
	Four (4) good references	10			
	Three (3) good references	5			
D	Public sector experience demonstrated through relevant projects in the category of service in the last 5 years by the bidder (legal entity)	30			
	More than eight (8) similar projects	30			
	Between six (6) and seven (7) similar projects	25			
	Between four (4) and five (5) similar projects	15			
	Between two (2) and three (3) similar projects	10			
	Less than two (2) similar projects	5			
	TOTAL POINTS ATTAINABLE	100			
	TOTAL POINTS AWARDED				

6.2.3 ENVIRONMENTAL LAW

Environmental Law					
Description		Points attainable	Self-scoring	Points Awarded	Memorandum Page Number
A	Legal qualifications of lead legal professional for the category of service	20			
	Relevant NQF 9/10 Qualification	20			
	Relevant NQF 7/8 Qualification	10			
B	Public sector experience of lead legal professional(s) for the category of service	30			
	Ten (10) years or more	30			
	More than eight (8) but less than ten (10) years	25			
	More than six (6) but less than eight (8) years	15			
	More than five (5) but less than six (6) years	10			
C	Service quality of the bidder supported by good references for the category of service	20			
	More than six (6) good references	20			
	Between five (5) and six (6) good references	15			
	Four (4) good references	10			
	Three (3) good references	5			
D	Public sector experience demonstrated through relevant projects in the category of service in the last 5 years by the bidder (legal entity)	30			
	More than eight (8) similar projects	30			
	Between six (6) and seven (7) similar projects	25			
	Between four (4) and five (5) similar projects	15			
	Between two (2) and three (3) similar projects	10			
	Less than two (2) similar projects	5			
	TOTAL POINTS ATTAINABLE	100			
	TOTAL POINTS AWARDED				

6.2.4 BUILDING, CONSTRUCTION AND ENGINEERING LAW SERVICES

Building, Construction and Engineering Law Services					
Description		Points attainable	Self-scoring	Points Awarded	Memorandum Page Number
A	Legal qualifications of lead legal professional for the category of service	20			
	Relevant NQF 9/10 Qualification	20			
	Relevant NQF 7/8 Qualification	10			
B	Public sector experience of lead legal professional(s) for the category of service	30			
	Ten (10) years or more	30			
	More than eight (8) but less than ten (10) years	25			
	More than six (6) but less than eight (8) years	15			
	More than five (5) but less than six (6) years	10			
C	Service quality of the bidder supported by good references for the category of service	20			
	More than six (6) good references	20			
	Between five (5) and six (6) good references	15			
	Four (4) good references	10			
	Three (3) good references	5			
D	Public sector experience demonstrated through relevant projects in the category of service in the last 5 years by the bidder (legal entity)	30			
	More than eight (8) similar projects	30			
	Between six (6) and seven (7) similar projects	25			
	Between four (4) and five (5) similar projects	15			
	Between two (2) and three (3) similar projects	10			
	Less than two (2) similar projects	5			
	TOTAL POINTS ATTAINABLE	100			
	TOTAL POINTS AWARDED				

6.2.5 LABOUR LAW SERVICES

Labour Law Services					
Description		Points attainable	Self-scoring	Points Awarded	Memorandum Page Number
A	Legal qualifications of lead legal professional for the category of service	20			
	Relevant NQF 9/10 Qualification	20			
	Relevant NQF 7/8 Qualification	10			
B	Public sector experience of lead legal professional(s) for the category of service	30			
	Ten (10) years or more	30			
	More than eight (8) but less than ten (10) years	25			
	More than six (6) but less than eight (8) years	15			
	More than five (5) but less than six (6) years	10			
C	Service quality of the bidder supported by good references for the category of service	20			
	More than six (6) good references	20			
	Between five (5) and six (6) good references	15			
	Four (4) good references	10			
	Three (3) good references	5			
D	Public sector experience demonstrated through relevant projects in the category of service in the last 5 years by the bidder (legal entity)	30			
	More than eight (8) similar projects	30			
	Between six (6) and seven (7) similar projects	25			
	Between four (4) and five (5) similar projects	15			
	Between two (2) and three (3) similar projects	10			
	Less than two (2) similar projects	5			
	TOTAL POINTS ATTAINABLE	100			
	TOTAL POINTS AWARDED				

6.2.6 MUNICIPAL SUPPLY CHAIN MANAGEMENT SERVICES

Municipal Supply Chain Management Services					
Description		Points attainable	Self-scoring	Points Awarded	Memorandum Page Number
A	Legal qualifications of lead legal professional for the category of service	20			
	Relevant NQF 9/10 Qualification	20			
	Relevant NQF 7/8 Qualification	10			
B	Public sector experience of lead legal professional(s) for the category of service	30			
	Ten (10) years or more	30			
	More than eight (8) but less than ten (10) years	25			
	More than six (6) but less than eight (8) years	15			
	More than five (5) but less than six (6) years	10			
C	Service quality of the bidder supported by good references for the category of service	20			
	More than six (6) good references	20			
	Between five (5) and six (6) good references	15			
	Four (4) good references	10			
	Three (3) good references	5			
D	Public sector experience demonstrated through relevant projects in the category of service in the last 5 years by the bidder (legal entity)	30			
	More than eight (8) similar projects	30			
	Between six (6) and seven (7) similar projects	25			
	Between four (4) and five (5) similar projects	15			
	Between two (2) and three (3) similar projects	10			
	Less than two (2) similar projects	5			
	TOTAL POINTS ATTAINABLE	100			
	TOTAL POINTS AWARDED				

6.2.7 LAND TENURE LAW (INCLUDING PIE, ESTA AND OTHER RELATED PROCEEDINGS)

Land Tenure (Including PIE, ESTA and other related proceedings)						
Description		Points attainable	Self-scoring	Points Awarded	Memorandum Number	Page
A	Legal qualifications of lead legal professional for the category of service	20				
	Relevant NQF 9/10 Qualification	20				
	Relevant NQF 7/8 Qualification	10				
B	Public sector experience of lead legal professional(s) for the category of service	30				
	Ten (10) years or more	30				
	More than eight (8) but less than ten (10) years	25				
	More than six (6) but less than eight (8) years	15				
	More than five (5) but less than six (6) years	10				
C	Service quality of the bidder supported by good references for the category of service	20				
	More than six (6) good references	20				
	Between five (5) and six (6) good references	15				
	Four (4) good references	10				
	Three (3) good references	5				
D	Public sector experience demonstrated through relevant projects in the category of service in the last 5 years by the bidder (legal entity)	30				
	More than eight (8) similar projects	30				
	Between six (6) and seven (7) similar projects	25				
	Between four (4) and five (5) similar projects	15				
	Between two (2) and three (3) similar projects	10				
	Less than two (2) similar projects	5				
	TOTAL POINTS ATTAINABLE	100				
	TOTAL POINTS AWARDED					

6.2.8 CONVEYANCING AND NOTARIAL SERVICES (EXCLUDING GOVERNMENT SCHEME HOUSING)

Conveyancing And Notarial Services (Excluding Government Scheme Housing)					
Description		Points attainable	Self-scoring	Points Awarded	Memorandum Page Number
A	Legal qualifications of lead legal professional for the category of service	20			
	Relevant NQF 9/10 Qualification	20			
	Relevant NQF 7/8 Qualification	10			
B	Public sector experience of lead legal professional(s) for the category of service	30			
	Ten (10) years or more	30			
	More than eight (8) but less than ten (10) years	25			
	More than six (6) but less than eight (8) years	15			
	More than five (5) but less than six (6) years	10			
C	Service quality of the bidder supported by good references for the category of service	20			
	More than six (6) good references	20			
	Between five (5) and six (6) good references	15			
	Four (4) good references	10			
	Three (3) good references	5			
D	Public sector experience demonstrated through relevant projects in the category of service in the last 5 years by the bidder (legal entity)	30			
	More than eight (8) similar projects	30			
	Between six (6) and seven (7) similar projects	25			
	Between four (4) and five (5) similar projects	15			
	Between two (2) and three (3) similar projects	10			
	Less than two (2) similar projects	5			
	TOTAL POINTS ATTAINABLE	100			
	TOTAL POINTS AWARDED				

. ANNEXURE A: BIDDERS REFERENCE: PROFESSIONAL LEGAL SERVICES

- This reference must be on the official letterhead of the referee, or if a separate reference is given, it must contain the same information.
- A separate reference must be provided for each category of service

	CATEGORY OF REFERENCE	X
A	Public and Municipal Law	
B	Land Use Planning and Property Law	
C	Environmental Law	
D	Building, Construction and Engineering Law	
E	Labour Law	
F	Municipal Supply Chain Management Law	
G	Land tenure law (Including PIE, ESTA and other related Proceedings)	
H	Conveyancing and Notarial Services (Excluding government scheme housing)	

BACKGROUND INFORMATION OF PERSON/ORGANISATION GIVING A REFERENCE.

Name of person giving reference (indicate on behalf of which organisation you are acting, if applicable)	
Capacity:	
Postal address:	
Contact number:	
Email address:	
Name of bidder evaluated:	
Contract and description of work/services the Bidder did:	

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

2. Quality	
Question: What was the quality of the service provided? (substantiate answer)	
	Excellent
	Very Good
	Good
	Fair
	Poor

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

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

5. Do you recommend the bidder for appointment by Cape Agulhas 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

Date

(Who declares that he / she is authorised to give a reference)
 The Municipality reserves the right to contact you if deemed necessary.

ANNEXURE B1: SCHEDULE OF PUBLIC SECTOR WORK EXPERIENCE OF THE BIDDER

List of recent or previous work of a similar nature undertaken by the firm **MUST** be completed (Attach More Pages If Necessary)

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

ANNEXURE B2: SCHEDULE OF OTHER WORK EXPERIENCE OF THE BIDDER

List of recent or previous work of a similar nature undertaken by the firm **MUST** be completed (Attach More Pages If Necessary)

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

ANNEXURE C PRICING SCHEDULE

PLEASE NOTE

- All bids must be submitted on the official forms supplied by the municipality
- Under no circumstances, whatsoever may the bid forms be retyped or redrafted.
- The prices cast must include all labour, transport, etc, all related costs of bringing the service to council, without any hidden costs.
- The Bidder MUST indicate whether he/she/the entity is a registered VAT Vendor or not.
- In the case of the Bidder not being a registered VAT Vendor, both columns (sub-total/total excluding AND including VAT) must reflect the same amount.
- **Please take note that bidders that do not complete the mentioned pricing schedule, will be considered as submitting a non-responsive bid**

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

I / We _____

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

of the firm _____

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

7.1 GENERAL

- i. The price offering contained in this Annexure will enable the Municipality to evaluate tenders on a comparative basis.
- ii. Bidders must insert only one fee where required, and if more than one fee is inserted the highest fee will be used for evaluation purposes.
- iii. **The service provider must note that the contract price is inclusive of all travel, subsistence, and rother disbursement costs**, unless agreed otherwise in writing.
- iv. Accommodation and advertisement costs shall be based on actual costs pre-approved by the Municipality.
- v. The time-based fees will also apply to after-hours work in cases of emergency.
- vi. An escalation of 5% per annum effective on the anniversary of the award will apply to all time-based fees, unless otherwise indicated in the pricing schedule.
- vii. The fee structure in terms of the Rules Board for Courts of Law under section 6 of the Rules Board for Courts of Law Act, 1985 (Act No. 107 of 1985) will apply to all litigation, unless agreed otherwise in writing.
- viii. The Law Society of South Africa Conveyancing Guideline of Fees, as amended from time to time, shall apply to Category H (Conveyancing and Notarial Services) as adjusted from time to time. Where no applicable guideline fee exists, fees shall be charged on a time-based basis in accordance with the agreed hourly rates.

7.2 PRICING SCHEDULE FOR ALL CATEGORIES

CATEGORY	SERVICE TENDERED FOR YES / NO	NAME AND POSITION OF LEAD LEGAL PROFESSIONAL	TIME BASED FEE PER HOUR EXCL VAT
A. Public and Municipal Law			R
B. Land Use Planning and Property Law			R
C. Environmental Law			R
D. Building, Construction and Engineering Law			R
E. Labour Law			R
F. Municipal Supply Chain Management Law			R
G. Land tenure law (Including PIE, ESTA and other related Proceedings)			R
H. Conveyancing And Notarial Services			R
<p>* For price evaluation purposes, notwithstanding the number of legal practitioners and their differing fee structures based on seniority and experience, the Bidder must submit one hourly fee.</p>			

Signed

Date

Name

Position.....

Tenderer

TAX COMPLIANCE STATUS

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

- 1 In order to meet this requirement bidders are required to request their Tax Compliance Status which will include a unique PIN which you can provide to any third party (**if requested**) to enable them to verify your tax compliance status online via eFiling.
- 2 Request a TCC via eFiling which will give you the option to print the TCC Or request a TCC at a SARS branch where a SARS agent will be able to print or email the TCC to you.
- 3 The Tax Compliance Status Requirements are also applicable to foreign bidders / individuals who wish to submit bids.
- 4 A **Tax Compliance Status** is a holistic view of your tax compliance level across all your registered tax types.
- 5 If your tax compliance status is compliant, the SARS agent will be able to print or email you your TCC to the registered email address which SARS has on record for you.
- 6 **Please note:** If your tax compliance status reflects that you are non-compliant, you will not receive a TCC until you have rectified your compliance.
- 7 The **Tax Compliance status pin must** be submitted together with the bid. **Failure to submit** a Tax Compliance status pin **will result in the invalidation of the tender.**
- 8 In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate **Tax Compliance Pin.**
- 9 **Please note that not all government institutions and private organisations will be able to utilise the Tax Compliance Status PIN at this stage and in such instances, you must supply a printed TCC. It is envisaged that the PIN will, in time, replace the paper TCC.**

TAX COMPLIANCE STATUS PIN

In terms of the Municipal Preferential Procurement Policy, tenderers must ensure that they are up to date with payments of taxes.

The tenderer **must** attach to this page a **Tax Compliance status pin** as issued by the South African Revenue Service.

Failure to submit a Tax Compliance status pin **will result in the invalidation of the tender.**

Signed

Date

Name

Position

Tenderer

SCHEDULE 1A: AUTHORITY OF 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.

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

A. Certificate for company

I,....., chairperson of the board of directors of hereby confirm that by resolution of the board (copy attached) taken on20...., Mr/Mrs.....acting in the capacity of.....,was authorised to sign all documents in connection with this tender and any contract resulting from it on behalf of the company.

As witness

1.....
 . Chairman
 2.....
 Date

B. Certificate of partnership

We, the undersigned, being the key partners in the business trading as hereby authorise Mr/Mrs....., acting in the capacity of.....to sign all documents in connection with the tender for Contract.....and any contract resulting from it on our behalf.

NAME	ADDRESS	SIGNATURE	DATE

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

C. Certificate for Joint Venture

We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorise Mr/Mrs....., authorised signatory of the company

acting in the capacity of lead partner, to sign all documents in connection with the tender offer for Contract.....and any other 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 SIGNATURE, NAME & CAPACITY
Lead partner		

D. Certificate for sole proprietor

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

As Witness:

1.....
Signature: Sole owner

2.....
Date

E. Certificate for Close Corporation

We, the undersigned, being the key members in the business trading as.....hereby authorise Mr/Mrs.....

Acting in the capacity of....., to sign all documents in connection with the tender for Contract.....and any contract resulting from it on our behalf.

NAME	ADDRESS	SIGNATURE	DATE

NOTE: This certificate is to be complete and signed by all the key members upon whom rests the direction of the affairs of the Close Corporation as a whole.

SCHEDULE 1B: COMPULSORY ENTERPRISE QUESTIONNAIRE

The following particulars **must** be furnished. In the case of a joint venture, separate enterprise questionnaires in respect of each partner must be completed and submitted.

Section 1: Enterprise details

Name of enterprise	
Contact Person	
Email	
Telephone	
Cellphone	
Fax	
Physical Address	
Postal Address	
Central supplier database registration number	MAAA

Section 2: Particulars of companies and close corporations

Company / Close Corporation registration number:	
---	--

Section 3: SARS information:

Tax reference number:	
VAT registration number, if any:	

Section 4: CIDB registration number: n/a

Section 5: Particulars of principles

Principle: means a natural person who is a partner in partnership, a sole proprietor, a director of a company established in terms of the Companies Act of 2008 (Act. No. 71 of 2008) a member of a close corporation registered in terms of the Close Corporation Act, 1984 (Act No.69 of 1984)

Full name of principal	Identity number*	Personal income tax number*

* Please complete and attach copies of Identity documents.

Section 6: Banking Details of companies and close corporations

Bank name and branch:

Bank account number:

Name of account holder:

Signed..... Date.....
 Name..... Position.....
 Tenderer.....

SCHEDULE 1C: DOCUMENTS OF INCORPORATION (CK2)

The Tenderer must attach to this page a copy of the certificate of incorporation of his/her company, close corporation or partnership. In the case of a joint venture between two or more firms, the tenderer shall attach a copy of the document of incorporation of the joint venture.

Signed Date

Name Position

Tenderer

SCHEDULE 1D: PAYMENT OF MUNICIPAL ACCOUNTS

In terms of the Municipal Supply Chain Management Policy and System and its Preferential Procurement Policy, tenderers **must** ensure that they are up-to date with their payments of municipal accounts.

The tenderer **must attach to this page**, a Latest Municipal account, which provides proof that his payment of Municipal accounts is up-to-date and complete the certificate for municipal services on the next page. In the event of leasing, a lease agreement **must** be attached to the tender document.

Signed

Date

Name

Position

Tenderer

CERTIFICATE FOR MUNICIPALSERVICES (COMPULSORY TO COMPLETE)

DECLARATION IN TERMS OF CLAUSE 112(1) OF THE MUNICIPAL FINANCE MANAGEMENT ACT (NO.56 OF 2003) - (To be signed in the presence of a Commissioner of Oaths)

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

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

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

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

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

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

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

If the entity or any of its Directors/Shareholders/Partners, etc. rents/leases premises, a copy of the rental/lease agreement must be submitted with this tender.

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

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

**SCHEDULE 1E: BROAD-BASED BLACK ECONOMIC EMPOWERMENT (B-BBEE)
STATUS LEVEL CERTIFICATES**

A bidder who qualifies as an EME in terms of the B-BBEE Act **must** submit a sworn affidavit confirming Annual Total Revenue and Level of Black Ownership.

A Bidder other than EME or QSE **must submit their original and valid B-BBEE status level verification certificate or a certified copy** thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.

MINIMUM REQUIREMENTS FOR VALID B-BBEE STATUS LEVEL VERIFICATION CERTIFICATES (The following information must be on the face of the certificate)	Indicate with (x)	
	yes	no
The name and the physical location of the measured entity		
The registration number and, where applicable, the VAT number of the measured entity		
The date of issue and date of expiry		
The certificate number for identification and reference		
The scorecard that was used (for example EME, QSE or Generic)		
The name and / or logo of the verification Agency		
The SANAS logo		
The certificate must be signed by the authorized person from the Verification Agency		
The B-BBEE Status level of Contribution obtained by the measured entity.		

Failure on the part of a bidder to claim, fill in and/or to sign CAMBD 6.1 and submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS), or a Registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA) or a sworn affidavit confirming annual turnover and level of black ownership in case of an EME and QSE together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

Signed

Date

Name

Position

Tenderer

FOR INFORMATION PURPOSES ONLY

PLEASE NOTE THE FOLLOWING REQUIREMENTS REGARDING VALIDATION OF B-BBEE SCORE.

1 EMEs

ONLY THE FOLLOWING WILL BE ACCEPTED:

1.1. **A VALID ORIGINAL** sworn affidavit, confirming annual turnover and level of black ownership

or

1.2. **A VALID** affidavit / certificate issued by Companies Intellectual Property Commission (CIPC);

or

1.3. **A VALID ORIGINAL** B-BBEE status level verification certificate **OR A CERTIFIED COPY** thereof, substantiating their B-BBEE rating issued by:

1.3.1. A registered Auditor approved by the Independent Regulatory Board for Auditors (IRBA); **or**

1.3.2. A verification Agency accredited by the South African National Accreditation System (SANAS).

2. QSEs

ONLY THE FOLLOWING WILL BE ACCEPTED:

2.1. **A VALID ORIGINAL** sworn affidavit, confirming annual turnover and level of black ownership

or

2.2. **A VALID ORIGINAL** B-BBEE status level verification certificate **OR A CERTIFIED COPY** thereof, substantiating their B-BBEE rating issued by:

2.2.1. A registered Auditor approved by IRBA; or

2.2.2. A verification Agency accredited by SANAS.

2. BIDDERS OTHER THAN EMEs & QSE's

3.1. The bidder **MUST** submit either a **VALID ORIGINAL B-BBEE** status level verification certificate **OR A CERTIFIED COPY** thereof, substantiating their **B-BBEE** rating issued by:

3.1.1. A Registered Auditor approved by IRBA; **or**

3.1.2. A Verification Agency accredited by SANAS.

WHEN CONFIRMING THE VALIDITY OF CERTIFICATES ISSUED BY AN AUDITOR REGISTERED WITH IRBA, THE FOLLOWING SHOULD BE DETAILED ON THE FACE OF THE CERTIFICATE:

4.1. The Auditor's letterhead with FULL contact details;

4.2. The Auditor's practice number;

4.3. The name and physical location of the measured entity;

4.4. The registration number and, where applicable, the VAT number of the measured entity;

4.5. The date of issue and date of expiry;

4.6. The B-BBEE Status Level of Contribution obtained by the measured entity; and

4.7. The total black shareholding and total black female shareholding.

SPECIAL CONDITION OF CONTRACT

The following general conditions will apply to the tender:

1. **All bids must be submitted on the official forms supplied by the municipality.**
2. Under no circumstances, whatsoever may the bid forms be retyped or redrafted.
3. Subject to the provisions of clause 5 of this document, no alterations / corrections to the information in the document (including pricing) may be performed by pasting another page over it with glue.
4. **The use of correction fluid / tape is prohibited.**
5. Notwithstanding the provisions of clause 3 of this document, alterations and/or corrections may only be affected as follows:
 - 5.1 By striking a straight line in black ink through the incorrect information in such a manner that the information that has been struck through remains legible; writing, the altered or corrected information as appropriate (under, above or next to the information to be corrected) and initialing in the margin next to each and every alteration or correction.
 - 5.2 All corrections/alterations to the Pricing Schedule / Bill of Quantities (BoQ) and / or any pricing not effected in accordance with clause 5.1 above, will be rejected.
6. Bids submitted must be complete in all respects.
 - 6.1 The bidder is advised to check the number of pages and to satisfy himself that none are missing or duplicated.
 - 6.2 The bidder must ensure that his/her bid document is securely bound.
 - 6.2.1 All supporting documents must be submitted by either stapling it to the relevant form in the bid document, or by submitting a bound annexure containing all supporting documents.
 - 6.2.2 The Municipality will not take any responsibility for missing / lost pages, in cases where the bidder submits loose pages (not securely attached to the bid document or annexure with supporting documents).
7. All schedules as well as the following documents **must** be completed and submitted with the bid documents, failure to complete and submit the following will invalidate your bid:
 - a) **CAMBD 1** - Invitation to Bid
 - b) **CAMBD 4** - Declaration of Interest
 - c) **CAMBD 6.1** - Preference Points Form in Terms of The Preferential Procurement Regulations 2022
 - d) **CAMBD 8** - Declaration of Bidder's Past Supply Chain Management Practices
 - e) **CAMBD 9** - Certificate of Independent Bid Determination
 - f) Form of Offer and Acceptance
8. We 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.
9. A firm completion period/date must be indicated from the official order date.
10. No bid will be accepted from persons in the service of the state.
11. Sealed tender marked "**Tender Nr: SCM1/2026/27 PANEL OF PROFESSIONAL FOR THE RENDERING OF LEGAL SERVICES**" must be placed in the tender box at the Municipal Offices, 1 Dirkie Uys Street, Bredasdorp or posted to reach the Municipal Manager, Cape Agulhas Municipality, PO Box 51, Bredasdorp, 7280 not later than 12:00 on **Friday, 19 June 2026** after which it will be opened in the public.
12. Any bid received without the "Bid Number and / or Title" clearly endorsed on the envelope will not be opened and read out during the bid opening session and will not be considered.
13. Tenders will be evaluated independently per **Category** and can be awarded as such:
 - 13.1 **Public and Municipal Law**
 - 13.2 **Land Use Planning and Property Law**
 - 13.3 **Environmental Law**
 - 13.4 **Building, Construction and Engineering Law**
 - 13.5 **Labour Law**
 - 13.6 **Municipal Supply Chain Management Law**
 - 13.7 **Land tenure law (Including PIE, ESTA and other related Proceedings)**
 - 13.8 **Conveyancing and Notarial Services (Excluding government scheme housing)**

14. Council reserves the right not to accept any tender. No faxes or e-mails will be accepted and **only the supplied municipal tender form may be used.**
15. A Tax Compliance status pin as issued by the South African Revenue Service, **must** be submitted with the tender, otherwise the tender will be disqualified.
16. The 80/20 scoring system, as stated in the Cape Agulhas Municipal Supply Chain Management Policy, will be used when considering tenders.
17. **PAYMENT OF MUNICIPAL ACCOUNTS (SCHEDULE 1 D)**
The tenderer **must attach**, a Latest Municipal account, which provides proof that his payment of Municipal accounts is up-to-date and complete the **certificate for municipal services** and must be verified by the Municipality where account is held. In the event of leasing, a lease agreement **must** be attached to the tender document.
18. Please note that any suspicious collusive bidding behaviour and restrictive practices by bidders will be reported to the Competition Commission for investigation and possible imposition of administrative penalties.
19. **The tender must be valid up to 120 (one hundred twenty) days after the closing date.**
20. The Accounting Officer, or his/her duly appointed delegate, shall when the evaluation or adjudication of a bid is envisaged to go beyond the validity period as stipulated in the bid documentation, request bidders to extend the validity of their bids.
21. Bidders may either accept or reject the extended validity period and those who do not wish to extend the validity period would be regarded as non-responsive and would be excluded from further evaluation
22. Any bid received after the appointed time for the closing of bids shall not be considered but **shall be filled unopened** with other bids received, which bid(s) can be returned to the bidder at his request and cost.
23. **PRICING**
- 23.1 Rates and prices offered by the bidder **must** be written into the pricing schedule or form of offer of this document by hand, completed in full and originally signed by the duly authorized signatory.
- 23.2 All prices shall be quoted in South African currency, and be **INCLUSIVE OF Value Added Tax (VAT)**
- 23.3 Bid prices must include all expenses, disbursements, and costs (e.g., transport, accommodation etc..) which may be required for the execution of the bidder's obligations in terms of the contract. Bid prices shall cover the cost of all general risks, liabilities and obligations set forth or implied in the Contract, as well as overhead charges and profit (in the event that the bid is successful), unless otherwise specified.
- 23.4 All bid prices will be final and binding.
- 23.5 A bid will not be invalidated if the amount in words and the amount in figures do not correspond, in which case the amount in words shall be read out at the bid opening and shall be deemed to be the bid amount; therefore, where there is a discrepancy between the amount in figures and the amount in words, the amount in words shall apply.
- 23.6 Where the value of an intended contract will exceed R1 ,000 ,000.00 (R1 million) it is the bidder's responsibility to be registered with the South African Revenue Services (SARS) for VAT purposes in order to be able to issue tax invoices. The municipality will deem the price above R 1 000 000,00 (R1 million) to be VAT inclusive even if it indicated that no VAT is charged. Please ensure that provision is made for VAT in these instances.
- 23.7 If a bidder becomes a registered VAT vendor during the contract period, the prices/rates as per the initial award will be considered to be inclusive of VAT and no price adjustment (s) will be allowed.
- 23.8 The annual price increase is equal to **CPI (related to the area)** per annum
- 23.9 Price escalation (rise and fall in terms of CPAF indices) will apply for all industry related increases but will only be accepted by the Municipality if claim is substantiated with proof of evidence and that such evidence is submitted prior to implementation.
24. **ADMISSION OF BIDS**
- 24.1 Bidders shall be allowed to submit bids by mail, by courier or by hand into the bid box or at the physical address of the municipality (reception, over the counter at the SCMU as applicable) before the closing time of the bids.
- 24.2 Bids received via courier services must be submitted in time and deposited into the bid box by the courier services. Officials may not deposit bids into the bid box on behalf of courier services and the Municipality accepts no responsibility for late delivery by courier services or for delivery at the wrong address.

24.3 Tenders that are deposited in the incorrect box or late will not be considered.

25. **BID OPENING**

25.1 Bids shall be opened in public at the Cape Agulhas Municipal Offices as soon as possible after the closing time for the receipt of bids.

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

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

25.4 Any bid received after the appointed time for the closing of bids **shall not be considered** but shall be filed unopened with the other bids received, which bid(s) can be returned to the bidder at his request and cost.

26. **ARITHMETICAL ERRORS, OMISSIONS AND DISCREPANCIES**

26.1 Check responsive tenders for discrepancies between amounts in words and amounts in figures. Where there is a discrepancy between the amounts in figures and the amount in words, the amount in words shall govern.

26.2 Check the highest ranked tender or tenderer with the highest number of tender evaluation points after the evaluation of tender offers in accordance with paragraph 20 for:

- a) the gross misplacement of the decimal point in any unit rate;
- b) omissions made in completing the pricing schedule or bills of quantities; or
- c) arithmetic errors in:
 - i) line-item totals resulting from the product of a unit rate and a quantity in bills of quantities or schedules of prices; or
 - ii) the summation of the prices.

26.3 Notify the tenderer of all errors or omissions that are identified in the tender offer and either confirm the tender offer as tendered or accept the corrected total of prices.

26.4 Where the tenderer elects to confirm the tender offer as tendered, correct the errors as follows:

- a) If bills of quantities or pricing schedules apply and there is an error in the line-item total resulting from the product of the unit rate and the quantity, the line-item total shall

govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line-item total as quoted shall govern, and the unit rate shall be corrected.

- b) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern, and the tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices.

27. **REQUIREMENTS OF A VALID BID:**

27.1 The following duly completed documents and / or information must be submitted with the submission of the bid. Failure to comply with this requirement will invalidate the bid. The bid will not be considered, and no further correspondence will be entered into with regard to the following matters:

- 27.1.1 Non-submission of a valid Tax Clearance Certificate and / or PIN,
- 27.1.2 Incomplete Pricing Schedule or Bill of Quantities,
- 27.1.3 A Form of Offer not signed in non-erasable ink,
- 27.1.4 Bid submissions with material alterations / corrections not in compliance with Clause 3 and 5 above will be rejected.

27.2 The Municipality may, after the closing date, request additional information or clarification of tenders in writing, which will include the following;

- 27.2.1 To obtain a copy of the most recent municipal account(s) from the recommended bidder;
- 27.2.2 To clarify or verify pricing where the prices are unclear or an obvious mistake has been detected, e.g. a total price was given instead of a unit price or vice versa;
- 27.2.3 To obtain the personal income tax number(s) from the recommended bidder;

- 27.2.4 To obtain a valid Tax compliance status PIN if the certificate has expired or become inactive after the closing date of the tender;
 - 27.2.5 To obtain a valid letter of good standing from the Workmen's Compensation Commissioner, the latest assessment and proof of payment thereof;
 - 27.2.6 To obtain a valid and original B-BBEE certificate or sworn affidavit to verify preference points claimed by a bidder where the bidder submitted only a copy of the B-BBEE certificate or sworn affidavit with the bid submission.
- 27.2.6.1 If a bidder fails to submit a B-BBEE certificate or a sworn affidavit with the bid submission, the Municipality will not request or allow the bidder to submit it afterwards.**

28. TEST FOR RESPONSIVENESS

- 28.1 A bid will be considered non-responsive if:**
- 28.1.1 the bid is not in compliance with the specifications.
 - 28.1.2 the bidder has not fully completed and signed where required, all the returnable documents as listed in the bid document and/or
 - 28.1.3 the bidder has failed to clarify or submit any supporting documentation within 3 business days of being requested to do so in writing
- 28.2 The Municipality reserves the right to accept or reject:**
- 28.2.1 any variation, deviation, bid offer, or alternative bid offer; may cancel the bidding process and reject all bid offers at any time before the formation of a contract.
 - 28.2.2 The Municipality has the right to summarily disqualify any bidder who, either at the date of submission of a bid or at the date of its award, is indebted to the Municipality in respect of any Municipal rate and taxes or municipal service charges for more than three months. However, an agreement signed by the bidder whereby the bidder agrees that a percentage or fixed amounts at the discretion of the municipality, be deducted from payments due to him/her for this bid, until the debt is paid in full, will also be accepted by the Municipality.

POPIA DISCLAIMER

The Information Officer (Municipal Manager) undertakes that all personal and confidential information will be processed lawfully and in a reasonable manner that does not infringe the privacy of you or your organization as the data subject. The processing is necessary and complies with an obligation imposed by law on us, the responsible party and the processing protects your rights to effective service delivery.

For more details, you can refer to the Cape Agulhas Municipality, Privacy Policy available at www.capeagulhas.gov.za The Protection of Personal Information Act (POPIA), Act No. 4 of 2013

Signed Date

Name Position

Tenderer

Form of Offer and Acceptance

Offer

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

CONTRACT: SCM1/2026/27 - APPOINTMENT OF PANEL OF PROFESIONALS FOR THE RENDERING OF LEGAL SERVICES FOR A THREE-YEAR PERIOD

The tenderer, identified in the offer 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 has accepted the conditions of tender.

By the representative of the tenderer, deemed to be duly authorized, signing this part of this form of offer and acceptance, the tenderer offers to perform all of the obligations and liabilities of the service provider 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 contract identified in the contract data.

As per tendered rates on pricing schedule page 41

	CATEGORY	TIME BASED FEE PER HOUR EXCL VAT	Accepted Yes/No	Awarded
A	Public and Municipal Law			
B	Land Use Planning and Property Law			
C	Environmental Law			
D	Building, Construction and Engineering Law			
E	Labour Law			
F	Municipal Supply Chain Management Law			
G	Land tenure law (Including PIE, ESTA and other related Proceedings)			
H	Conveyancing and Notarial Services (Excluding government scheme housing)			

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 tenderer before the end of the period of validity stated in the tender data, whereupon the tenderer becomes the party named as the service provider in the conditions of contract identified in the contract data.

Signature

Name

Capacity

for the tenderer

(Name and address of organization)

Name and signature of witness

Date

Acceptance (TO BE COMPLETED BY THE MUNICIPALITY)

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

The terms of the contract, are contained in:

- Part C1: Agreements and contract data, (which includes this agreement)
- Part C2: Pricing data

and drawings and documents or parts thereof, which may be incorporated by reference into Parts above.

Deviations from and amendments to the documents listed in the tender data and any addenda thereto as listed in the tender schedules as well as any changes to the terms of the offer agreed by the tenderer and the employer during this process of offer and acceptance, are contained in the schedule of deviations attached to and forming part of this agreement. No amendments to or deviations from said documents are valid unless contained in this schedule.

The tenderer shall within two weeks after receiving a completed copy of this agreement, including the schedule of deviations (if any), contact the employer's representative (whose details are given in the contract data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the contract data at, or just after, the date this agreement comes into effect. Failure to fulfill any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

Notwithstanding anything contained herein, this agreement comes into effect on the date when the tenderer receives one fully completed original copy of this document, including the schedule of deviations (if any). Unless the tenderer (now Contractor) 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

Name

Capacity

**for the
Employer**

CAPE AGULHAS MUNICIPALITY
1 DIRKIE UYS STREET
BREDASDORP
7280

Name and
signature
of witness

Date

.....

Contract Data

Part 1: Contract Data provided by the Employer

GENERAL CONDITIONS OF CONTRACT - National Treasury General Conditions of Contract

The General Conditions of Contract, as issued by the National treasury, is applicable to this Contract and is obtainable from www.treasury.gov.za

The General Conditions of Contract shall be read in conjunction with the special condition as set out on pages 5 – 108. The Special Conditions shall have precedence in the interpretation of any ambiguity or inconsistency between it and the General Conditions of Contract.

The Employer is: **Cape Agulhas Municipality**
PO Box 51,
Bredasdorp,
7280

The Employer's Telephone Number is: **028 425 5500**
The Employer's VAT Registration Number is: **4570109571**

The designated contact person of the Cape Agulhas Municipality is:

Name: Tracey Stone
Telephone: 028 425 5798
E-mail: traceys@capeagulhas.gov.za

- The Service Provider is required to provide the Service with all reasonable care, diligence and skill.
- Copyright of documents prepared for the Project shall vest with the Employer.
- Interim settlement of disputes is to be by mediation.
- Final settlement of disputes is to be by arbitration.
- In the event that the parties fail to agree on a mediator, the mediator is nominated by the Employer.
- In the event that the parties fail to agree on an arbitrator, the arbitrator is nominated by the Employer.
- Neither the Employer nor the Service Provider is liable for any loss or damage resulting from any occurrence unless a claim is formally made within 24 months from the date of termination or completion of the Contract.

Part 2: Data provided by the Service Provider

The **Service Provider** is:

Postal Address:
.....

Physical Address:
.....

Telephone:

The **authorized and designated representative** of the Service Provider is:

Name:

The address for receipt of communication is:

Address:
.....

Telephone:

Email:

SIGNED ON BEHALF OF TENDERER:

CAPE AGULHAS MUNICIPALITY

GENERAL CONDITIONS OF CONTRACT

1. DEFINITIONS

The following terms shall be interpreted as indicated:

“Closing time”	means the date and hour specified in the bidding documents for the receipt of bids.
“Contract”	means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
“Contract price”	means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
“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.
“Countervailing duties”	are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally
“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.
“Day”	means calendar day.
“Delivery”	means delivery in compliance of the conditions of the contract or order.
“Delivery ex stock”	means immediate delivery directly from stock actually on hand
“Delivery into consignees store or to his site”	means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
“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.
“Force majeure”	means an event beyond the control of the supplier and not involving the supplier’s fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
“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.
“GCC”	means the General Conditions of Contract.
“Goods”	means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
“Imported content”	means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
“Local content”	means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
“Manufacture”	means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
“Order”	means an official written order issued for the supply of goods or works or the rendering of a service.
“Project site”	where applicable, means the place indicated in bidding documents.
“Purchaser”	means the organization purchasing the goods.
“Republic”	means the Republic of South Africa.
“SCC”	means the Special Conditions of Contract.
“Services”	means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
“Supplier”	means the successful bidder who is awarded the contract to maintain and administer the required and specified service(s) to the State.
“Tort”	means in breach of contract.
“Turnkey”	means a procurement process where one service provider assumes total responsibility for all aspects of the project and delivers the full end product / service required by the contract.
“Written” or “in writing”	means handwritten in ink or any form of electronic or mechanical writing.

2. Application
<p>2.1. These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.</p> <p>2.2. Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.</p> <p>2.3. Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.</p>
3. General
<p>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.</p> <p>3.2. Invitations to bid are usually published in locally distributed news media and on the municipality / municipal entity website.</p>
4. Standards
<p>4.1. The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.</p>
5. Use of contract documents and information; inspection.
<p>5.1. The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.</p> <p>5.2. The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.</p> <p>5.3. Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.</p> <p>5.4. The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.</p>
6. Patent rights
<p>6.1. The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.</p> <p>6.2. When a supplier developed documentation / projects for the municipality / municipal entity, the intellectual, copy and patent rights or ownership of such documents or projects will vest in the municipality / municipal entity.</p>
7. Performance security
<p>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.</p> <p>7.2. The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.</p> <p>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:</p> <p>7.3.1. bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or</p> <p>7.3.2. a cashier's or certified cheque</p> <p>7.4. The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified.</p>
8. Inspections, tests and analyses
<p>8.1. All pre-bidding testing will be for the account of the bidder.</p> <p>8.2. If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspections tests and analysis, the bidder or contractor's premises shall be open, at all reasonable hours, for inspection by a representative of the purchaser or an organization acting on behalf of the purchaser.</p> <p>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.</p> <p>8.4. If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the goods to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.</p> <p>8.5. Where the goods or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such goods or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.</p> <p>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.</p> <p>8.7. Any contract goods may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected goods shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with goods which do comply with the requirements of the contract. Failing such removal the rejected goods shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute goods forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected goods, purchase such goods as may be necessary at the expense of the supplier.</p> <p>8.8. The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 22 of GCC.</p>

9.1.	The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
9.2.	The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, and in any subsequent instructions ordered by the purchaser.
10. Delivery	
10.1.	Delivery of the goods shall be made by the supplier in accordance with the documents and terms specified in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified.
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	
13.1.	The supplier may be required to provide any or all of the following services, including additional services, if any: <ul style="list-style-type: none"> 13.1.1. performance or supervision of on-site assembly and/or commissioning of the supplied goods; 13.1.2. furnishing of tools required for assembly and/or maintenance of the supplied goods; 13.1.3. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods; 13.1.4. performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and 13.1.5. training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.
13.2.	Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.
14. Spare parts	
14.1.	As specified, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier: <ul style="list-style-type: none"> 14.1.1. such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and; 14.1.2. in the event of termination of production of the spare parts: <ul style="list-style-type: none"> 14.1.2.1. advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and 14.1.2.2. following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.
15. Warranty	
15.1.	The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
15.2.	This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.
15.3.	The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
15.4.	Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
15.5.	If the supplier, having been notified, fails to remedy the defect(s) within the period specified, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.
16. Payment	
16.1.	The method and conditions of payment to be made to the supplier under this contract shall be specified.
16.2.	The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract.
16.3.	Payments shall be made by the purchaser no later than thirty (30) days after submission of an invoice, statement or claim by the supplier.
16.4.	Payment will be made in Rand unless otherwise stipulated.

17. Prices
17.1. Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized or in the purchaser's request for bid validity extension, as the case may be.
18. Variation orders
18.1. In cases where the estimated value of the envisaged changes in purchase does not vary more than 15% of the total value of the original contract, the contractor may be instructed to deliver the goods or render the services as such. In cases of measurable quantities, the contractor may be approached to reduce the unit price and such offers, may be accepted provided that there is no escalation in price.
19. Assignment
19.1. The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.
20. Subcontracts
20.1. The supplier shall notify the purchaser in writing of all subcontracts awarded under this contract, if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.
21. Delays in the supplier's performance
21.1. Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
21.2. If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
21.3. The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.
21.4. Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 22 without the application of penalties.
21.5. Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.
22. Penalties
22.1. Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.
23. Termination for default
23.1. The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
23.1.1. if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
23.1.2. if the Supplier fails to perform any other obligation(s) under the contract; or
23.1.3. if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
23.2. In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.
23.3. Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.
23.4. If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the supplier as having no objection and proceed with the restriction.
23.5. Any restriction imposed on any person by the purchaser will, at the discretion of the purchaser, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the purchaser actively associated.
23.6. If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
23.6.1. the name and address of the supplier and / or person restricted by the purchaser;
23.6.2. the date of commencement of the restriction
23.6.3. the period of restriction; and 23.6.4.
the reasons for the restriction.
These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.

23.7.	If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.
24. Anti-dumping and countervailing duties and rights	
24.1.	When, after the date of bid, provisional payments are required, or antidumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.
25. Force Majeure	
25.1.	Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
25.2.	If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the force majeure event.
26. Termination for insolvency	
26.1.	The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.
27. Settlement of Disputes	
27.1.	If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
27.2.	If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
27.3.	Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
27.4.	Notwithstanding any reference to mediation and/or court proceedings herein,
27.4.1.	the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
27.4.2.	the purchaser shall pay the supplier any monies due for goods delivered and / or services rendered according to the prescriptions of the contract.
28. Limitation of liability	
28.1.	Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6;
28.1.1.	the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and
28.1.2.	the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
29. Governing language	
29.1.	The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
30. Applicable law	
30.1.	The contract shall be interpreted in accordance with South African laws, unless otherwise specified.
31. Notices	
31.1.	Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice
31.2.	The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.
32. Taxes and duties	
32.1.	A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
32.2.	A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
32.3.	No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid SARS must have certified that the tax matters of the preferred bidder are in order.
32.4.	No contract shall be concluded with any bidder whose municipal rates and taxes and municipal services charges are in arrears.
33.1.	The contractor shall not abandon, transfer, cede, assign or sublet a contract or part thereof without the written permission of the purchaser.

34. Amendment of contracts

34.1. No agreement to amend or vary a contract or order or the conditions, stipulations or provisions thereof shall be valid and of any force unless such agreement to amend or vary is entered into in writing and signed by the contracting parties. Any waiver of the requirement that the agreement to amend or vary shall be in writing, shall also be in writing.

35. Prohibition of restrictive practices

35.1. In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder(s) is / are or a contractor(s) was / were involved in collusive bidding.

35.2. If a bidder(s) or contractor(s) based on reasonable grounds or evidence obtained by the purchaser has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in section 59 of the Competition Act No 89 Of 1998.

35.3. If a bidder(s) or contractor(s) has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.

General Conditions of Contract (revised July 2010)

DECLARATION OF INTEREST

1. No bid will be accepted from persons in the service of the state¹.
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority.
3. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

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

3.2 Identity Number:

3.3 Position occupied in the Company (director, trustee, hareholder²)

3.4 Company Registration Number:

3.5 Tax Reference Number.....

3.6 VAT Registration Number:

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

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

3.8.1 If yes, furnish particulars.

.....

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

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

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

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

Section 3.9.1: Record of service of the state

Indicate by marking the relevant boxes with a cross, if any sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently or has been within the last 12 months in the service of any of the following:

<input type="checkbox"/> a member of any municipal council <input type="checkbox"/> a member of any provincial legislature <input type="checkbox"/> a member of the National Assembly or the National Council of Province <input type="checkbox"/> a member of the board of directors of any municipal entity <input type="checkbox"/> an official of any municipality or municipal entity	<input type="checkbox"/> an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999) <input type="checkbox"/> a member of an accounting authority of any national or provincial public entity <input type="checkbox"/> an employee of Parliament or a provincial legislature
--	---

If any of the above boxes are marked, disclose the following: (insert separate page if necessary)

Name of sole proprietor, partner, director, manager, principal shareholder or stakeholder	Name of institution, public office, board or organ of state and position held	Status of service (tick appropriate column)	
		current	Within last 12 months

* Insert separate page if necessary

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.

Section 3.13.1: Record of spouses, children and parents in the service of the state

Indicate by marking the relevant boxes with a cross, if any spouse, child or parent of a sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently or has been within the last 12 months been in the service of any of the following:

- | | |
|--|---|
| <input type="checkbox"/> a member of any municipal council | <input type="checkbox"/> an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999) |
| <input type="checkbox"/> a member of any provincial legislature | |
| <input type="checkbox"/> a member of the National Assembly or the National Council of Province | <input type="checkbox"/> a member of an accounting authority of any national or provincial public entity |
| <input type="checkbox"/> a member of the board of directors of any municipal entity | <input type="checkbox"/> an employee of Parliament or a provincial legislature |
| <input type="checkbox"/> an official of any municipality or municipal entity | |

Name of spouse, child or parent	Name of institution, public office, board or organ of state and position held	Status of service (tick appropriate column)	
		current	Within last 12 months

* Insert separate page if necessary

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 tenders invited. It contains general information and serves as a claim form for preference points for specific goals.

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

1. GENERAL CONDITIONS

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).

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

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

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

1.3 The maximum points for this tender are allocated as follows:

		POINTS
PRICE		80
SPECIFIC GOALS	50% of the 20 Points	20
• B-BBEE STATUS LEVEL OF CONTRIBUTOR	10	
• LOCALITY OF SUPPLIER	10	
Total points for Price and SPECIFIC GOALS		100

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

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

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1 POINTS AWARDED FOR PRICE

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

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

$$Ps = 80 \left(1 - \frac{Pt - Pmin}{Pmin} \right) \quad \text{or} \quad Ps = 90 \left(1 - \frac{Pt - Pmin}{Pmin} \right)$$

Where

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

4. POINTS AWARDED FOR SPECIFIC GOALS

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

5. POINTS AWARDED FOR SPECIFIC GOALS

- 5.1 The tendering conditions will stipulate the specific goals, as contemplated in section 2(1)(d)(ii) of the Preferential Procurement Act, to be attained.
- 5.2 A maximum of 20 points (80/20 preference points system) or 10 (90/10) preference points system), will be allocated for specific goals. These goals are:
- contracting with persons, or categories of persons, historically disadvantaged by unfair discrimination on the basis of race, gender or disability.
 - local labour and/ or promotion of enterprises located in the municipal area (phased in approach to be applied for other RDP goals)
- 5.3 Regarding paragraph 5.2 (a) at least **50% of the 20 points** will be allocated to promote this goal and points will be allocated in terms of the BBBEE scorecard as follows.

B-BBEE Status Level of Contributor	Number of Points for Preference (80/20)	Number of Points for Preference (90/10)
1	10	5
2	9	4.5
3	8	4
4	6	3
5	4	2
6	3	1.5
7	2	1
8	1	0.5
Non-compliant contributor	0	0

- 5.4 A tenderer **must submit proof** of its BBBEE status level contributor [scorecard].
- 5.5 A tenderer failing to submit proof of BBBEE status level of contributor –
- may only score in terms of the 80/90-point formula for price; and
 - scores 0 points for BBBEE status level of contributor, which is in line with section 2 (1) (d) (i) of the Act, where the supplier or service provider did not provide proof thereof.
- 5.6 Regarding paragraph 9.2 (b) a maximum of **50% of the 20/10 points** will be allocated to promote this goal. Points will be allocated as follows.

LOCALITY OF SUPPLIER (SUBMIT PROOF OF REGISTERED BUSINESS ADDRESS) E.G MUNICIPAL ACCOUNT OR LEASE AGREEMENT	50% of the 20 Points = 10
Within the boundaries of the Cape Agulhas Municipality	10
Within the boundaries of the Overberg	5
Within the boundaries of the Western Cape	2
Outside of the boundaries of the Western Cape	0

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system)	B-BBEE Status Level of Contribution as reflected on the B-BBEE Certificate (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
SPECIFIC GOALS	20		
1. B-BBEE STATUS LEVEL OF CONTRIBUTOR	10	_____	_____
2. LOCALITY OF SUPPLIER	10	Indicate (YES/NO)	Number of points claimed (maximum 10 points)
<ul style="list-style-type: none"> Within the boundaries of the Cape Agulhas Municipality 	10	_____	_____
<ul style="list-style-type: none"> Within the boundaries of the Overberg 	5	_____	
<ul style="list-style-type: none"> Within the boundaries of the Western Cape 	2	_____	
<ul style="list-style-type: none"> Outside of the boundaries of the Western Cape 	0	_____	

5.7 Promotion of Local area suppliers

The tenderer must be located within the geographical area specified and must have a fully functional office / premises from where it operates.

5.7.1. The registered address as reflected on the Companies and Intellectual Property Commission (CIPC) report.

5.7.2. Municipal account registered in the name of the tenderer not older than 3 months.

5.7.3. Where the tenderer is not the owner of the property:

5.7.3.1. A valid lease agreement; or

5.7.3.2. A sworn affidavit not older than 3 months from the property owner that the address used to claim points in paragraph.

5.7.2 (Table 1) above is being rented out to the tenderer at no cost.

5.7.3. The registered address as reflected on the Companies and Intellectual Property Commission report.

- Cape Agulhas Municipality will reserve the right to use any and all available information at its disposal, including conducting site visit and inspections to verify a bidders claim of having a local office within the Cape Agulhas Municipal area and that the bidder or principal of the bidder (in the event of the bidder being a legal entity) is domiciled within the Cape Agulhas Municipal area.
- The principle of substance over legal form, as defined in the Standards of Generally Recognised Accounting Practice (GRAP), will be applied in such assessments. (This means that even though a bidder may present a rental agreement, the claim of having a local office will be assessed in its actual substance and not by just accepting the legal documentation).
- The purpose of the locality points is to promote local economic development within the Cape Agulhas Municipal area and any bidder attempting to circumvent the substance of this initiative though any means, including by means of fronting, will be reported to the National Treasury for blacklisting on the Central Supplier Database (CSD).

5.8. Where the tenderer submitted incorrect or outdated information (municipal account, lease agreement or sworn affidavit) or none of the above, it will be interpreted to mean that preference points for Promotion of Local area of supplier are not claimed.

6. DECLARATION WITH REGARD TO COMPANY/FIRM

6.1 Name of company/firm:.....

6.2 Company registration number.....

6.3 TYPE OF COMPANY/ FIRM

- Partnership/Joint Venture / Consortium
- One person business/sole propriety
- Close corporation
- Public Company
- Personal Liability Company
- (Pty) Limited
- Non-Profit Company
- State Owned Company

[TICK APPLICABLE BOX]

6.4 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 specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, 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 has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution, if deemed necessary

<p>.....</p> <p>SIGNATURE(S) OF TENDERER(S)</p>	
SURNAME AND NAME:
DATE:
ADDRESS:

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 BIDDER)

1. I hereby undertake to render services described in the attached bidding documents to **Cape Agulhas Municipality** in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number **SCM1/2026/27** at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (i) Bidding documents, viz
 - Invitation to bid;
 - Tax clearance certificate;
 - Pricing schedule(s);
 - Filled in task directive/proposal;
 - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 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)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfillment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorized to sign this contract.

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES	
1

2

CONTRACT FORM - RENDERING OF SERVICES

PART 2 (TO BE FILLED IN BY THE MUNICIPALITY)

1. I **WESSEL RABBETS** in my capacity as **MUNICIPAL MANAGER** accept your bid under reference number **SCM1/2026/27** dated **19 June 2026** for the rendering of services indicated hereunder and/or further specified in the annexure(s).
2. An official order indicating service delivery instructions is forthcoming.
3. I undertake to make payment for the services rendered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice.

DESCRIPTION OF SERVICE	PRICE (ALL APPLICABLE TAXES INCLUDED)	COMPLETION DATE	B-BBEE STATUS LEVEL
<p align="center">APPOINTMENT OF PANEL OF PROFESSIONALS FOR THE RENDERING OF LEGAL SERVICES FOR A THREE-YEAR PERIOD</p>			

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	<p>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).</p> <p>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.</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	<p>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)? 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.</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	<p>Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		

Item	Question	Yes	No
4.4	the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
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 <input type="checkbox"/>	No <input type="checkbox"/>
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:

**SCM1/2026/27 APPOINTMENT OF PANEL OF PROFESIONALS FOR THE
RENDERING OF LEGAL SERVICES FOR A THREE-YEAR PERIOD**

in response to the invitation for the bid made by:

CAPE AGULHAS MUNICIPALITY

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

I certify, on behalf of: _____ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
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

DRAFT SERVICE LEVEL AGREEMENT

***NOT FOR COMPLETION
ENTERED INTO BY AND BETWEEN:
CAPE AGULHAS MUNICIPALITY
("THE MUNICIPALITY")***

AND

***DO NOT COMPLETE*
*("THE FIRM")***

***PANEL APPOINTMENT FOR THE RENDERING OF PROFESSIONAL
LEGAL SERVICES FOR A PERIOD OF THREE YEARS UNTIL _____***

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SCHEDULE

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

1. THE PARTIES

The Cape Agulhas Municipality (“the Municipality”)

(a statutory entity as described in section 2 of the Municipal Systems Act 56 of 2003, with its principal place of business at 1 Dirkie Uys Street, Bredasdorp, herein represented by

xxx

in his capacity as xxx

Physical address: 1 Dirkie Uys Street, Bredasdorp

Contract person: Tracey Stone

Tel: 028 4255 500

Xxx (The Firm)

Herein represented by

xxx

duly authorised thereto, and in his or her capacity as xxx

Tel: _____DO NOT COMPLETE_____

Fax: _____DO NOT COMPLETE_____

Email: _____DO NOT COMPLETE_____

2. INTERPRETATION AND DEFINITIONS

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

2.9.1 **Category of Services** means any and/ or all of the following as tendered for by the Firm (*DELETE WHICH IS NOT APPLICABLE):

CATEGORY

- A** *General Public and Municipal Law Services*
- B** *Town Planning, Property and Environmental Law Services*
- C** *Building, Construction and Engineering Law Services*
- D** *Labour Law Services*
- E** *Municipal Supply Chain Management Law Services*
- F** *Eviction and land tenure law services (Including PIE, ESTA and other Eviction Proceedings)*
- G** *Conveyancing and Notarial Services (Excluding government scheme housing)*

- 2.9.2 **Municipal Manager** means the Chief Accounting Officer of the Municipality
- 2.9.3 **Day(s)** shall mean calendar day(s), unless specifically stated to the contrary.
- 2.9.4 **Effective Date** means the XXXXX irrespective of the date of signature of this Service Level Agreement by the authorised and delegated representatives,
- 2.9.5 **Firm** means.....DO NOT COMPLETE, located at.....DO NOT COMPLETE.....
- 2.9.6 **Lead legal professional** means the legal professional at the firm primarily responsible for the provision of legal services to the Municipality and who is responsible for the overall conduct of the Firm in dealing with and supervising the work in respect of municipal matters to the signature of this Service Level Agreement.
- 2.9.7 **Panel of legal professionals** means the firms of legal professionals appointed to provide legal services to the Municipality. To avoid doubt, the Firm acknowledges that the Municipality may have more than one Panel of legal professionals at any one time, and that an appointment is specific to the Panel of legal professionals as specified in clause 3 below.
- 2.9.8 **Panel legal professional** means a firm duly appointed to the Panel of legal professionals of the Municipality.
- 2.9.9 **Professional person** means a person employed by the Panel legal professional, and holding the position of Director, Partner or Professional Assistant, or other similar position, and who is admitted to practice as an legal professional.
- 2.9.10 **Service Level Agreement** means the Service Level Agreement set out in this document, together with the annexures hereto, as well as any directives issued by the Municipality from time to time.
- 2.9.11 **Support staff** means a person employed who is dedicated to assist the Lead Legal professional in the performance of his/her functions as identified when the tender was submitted.

3. **RECORDAL**

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

CATEGORY

- A** General Public and Municipal Law Services
- B** Town Planning, Property and Environmental Law Services
- C** Building, Construction and Engineering Law Services
- D** Labour Law Services
- E** Municipal Supply Chain Management Law Services
- F** Eviction and land tenure law services (Including PIE, ESTA and other Eviction Proceedings)
- G** Conveyancing and Notarial Services (Excluding government scheme housing)

- 3.2 *The Firm accepts that the Municipality may, at any stage, distribute or redistribute instructions in any manner that will ensure equitable work allocation to the Firms appointed to its Panel of Legal professionals.*
- 3.3 *The Firm hereby accepts the appointment and undertakes to perform all services subject to the terms and conditions of this Service Level Agreement and approved tender document and in accordance with all annexures and directives that may be issued by the Municipality from time to time.*
- 3.4 *In the event of the Firm having more than one office, only the office located at the address reflected in this Service Level Agreement is appointed to the Municipality's Panel of Legal professionals.*
- 3.5 *This Service Level Agreement serves to record the agreement entered into by and between the Parties and to regulate all aspects of the services to be supplied by the Firm, as well as the general business relationship between the Parties.*
- 3.6 *Such scope of work or specifications is / are incorporated into the provisions of this Service Level Agreement as if specifically referred to mentioned and is / are binding and enforceable on the Parties.*

4. GOVERNING PRINCIPLES

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

4.1 Good faith

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

4.2 Mutual trust

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

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

4.3 Ethical dealings

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

The Parties shall:

4.3.1 *Timeously recognise and deal with potential conflicts of interest;*

4.3.2 *Protect the financial integrity of the Municipality by being scrupulous with their use of financial resources of the Municipality, as these finances are derived from public sources.*

4.4 Protection of Public Funds

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

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

4.5 Accountability and Reporting

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

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

5. PROCEDURAL REQUIREMENTS AND DOCUMENTS

- 5.1 On date of signature of this Service Level Agreement the Municipality will be in possession of the following in respect of each Lead Legal professional or Professional person who will , on behalf of the Firm, be rendering services to the Municipality on behalf of the Firm:*
 - 5.1.1 Full names and surname;*
 - 5.1.2 Professional qualifications;*
 - 5.1.3 Date of admission as an Legal professional of the High Court;*
 - 5.1.4 A valid certified copy of Fidelity Fund Certificate of the Lead Legal professional that will render the professional service;*
 - 5.1.5 Proof of indemnity insurance to the value of R 5 000 000.00 (Five Million Rand);*
 - 5.1.6 Date of admission as a Conveyancer and Notary (where applicable);*
 - 5.1.7 Position in the Firm;*
 - 5.1.8 Cell phone number, and*
 - 5.1.9 Email address.*
- 5.2 In the event of the Lead Legal professional becoming unable to perform his or her responsibilities for whatever reason, the Lead Legal professional shall notify the Municipality of same within 5 (five) Days of the Lead Legal professional being unable to perform the professional service.*

- 5.3 *If the Lead Legal professional's ability to perform is of a temporary nature, the Firm shall within 30 (thirty) Days appoint a temporary substitute Lead Legal professional with equivalent or better experience as that of the Lead Legal professional being substituted.*
- 5.4 *If the Lead Legal professional's ability to perform is of a permanent nature, the Firm shall within 30 (thirty) Days appoint a temporary substitute Lead Legal professional with equivalent or better experience as that of the Lead Legal professional being substituted, provided that the Firm must appoint a new permanent Lead Legal professional with equivalent or better experience as that of the Lead Legal professional being substituted within 60 (sixty) days from the date the substituted Lead Legal professional informed the Municipality of his or her inability to perform.*
- 5.5 *Within 10 (ten) Days of appointing a temporary or permanent substitute Lead Legal professional the Firm shall deliver to the Municipality either by hand or email the following in respect of the Lead Legal professional to be contained in a curriculum vitae:*
- 5.5.1 *Full names and surname;*
 - 5.5.2 *Professional Qualifications;*
 - 5.5.3 *Date of admission as an Legal professional of the High Court;*
 - 5.5.4 *A valid certified copy of Fidelity Fund Certificate of the Lead Legal professional that will render the professional service;*
 - 5.5.5 *Proof of indemnity insurance to the value of R5,000,000.00 (Five Million Rand);*
 - 5.5.6 *Date of admission as a Conveyancer and Notary (where applicable);*
 - 5.5.7 *Position in the Firm;*
 - 5.5.8 *Cell number;*
 - 5.5.9 *Email address; AND*
- in order for the Municipality to evaluated the new Lead Legal professional in terms of the specifications contained in the tender. The Municipality will inform the Firm within 10 (ten) Days from date of receipt of the documentation of the outcome of this evaluation.*
- 5.6 *In the event that there are any other changes to the Firm's Lead Legal professional or the Support staff, the Firm shall be required to inform the Municipality in writing within 30 (thirty) days of such a change, accompanied by a detailed Curriculum Vitae of the new person. The Curriculum Vitae of the new person will be evaluated in accordance with the specifications of the tender and the Municipality will inform the Firm within 10 (ten) Days from date of receipt of the documentation of the outcome of this evaluation.*
- 5.7 *In the event of the Lead Legal professional or any other Professional person or Support staff in the employ of the Firm leaving the Firm, the Firm shall notify the Contract Manager of this fact in writing and delivered by hand, or by email, not less than 30 (thirty) Days prior to such person leaving the Firm and the conditions included in 5.4 to 5.6 above will be applicable.*

- 5.8 *The Firm hereby consents to and authorises the Municipality to conduct credit checks with regard to the Firm and on each Professional person, Lead Legal professional and Candidate Legal professional of the Firm who will be rendering services to the Municipality.*
- 5.9 *The Firm hereby consents to and authorises the Municipality to conduct criminal record checks on each Professional person, Lead Legal professional, candidate legal professional, and Support staff of the Firm who will be responsible for rendering services to the Municipality, and further agrees to obtain the necessary consents from such persons.*
- 5.10 *The Municipality has the right, based on the information obtained from the credit and criminal record checks, to instruct the Firm that a Professional person, Lead Legal professional, candidate legal professional or other Support staff may not render services to the Municipality.*
- 5.11 *Within 30 (thirty) Days of date of signature of this Service Level Agreement and thereafter on or before 31 March of each succeeding year, the Firm undertakes to deliver in writing to the Municipality, certified copies of the following:*
- 5.11.1 *Certificate of Good Standing issued by the relevant professional body in respect of the Professional persons and Lead Legal professionals;*
- 5.11.2 *A Valid Fidelity Fund Certificate issued by the relevant professional body in respect of the Firm.*
- 5.11.3 *Proof of indemnity insurance to the value of at least R5,000,000.00 (five million rand).*

6. WARRANTIES

The Firm hereby warrants that:

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

7. DURATION

- 7.1 *Irrespective of the date of signature hereof, this Service Level Agreement shall commence on the XXXXX and shall, subject to clause 12 below, expire on XXXXX.*
- 7.2 *The Municipality reserves the right in its sole discretion to extend the term of this Service Level Agreement.*

7.3 *The extension of the term of this Service Level Agreement will be subject to the required Supply Chain Management process.*

8. ACTING AGAINST THE MUNICIPALITY

8.1 *The Firm agrees that from the date of signature of this agreement, it shall not act in any way which may give rise to a conflict of interest between it and the Municipality or the services to be rendered by it in terms of this Service Level Agreement.*

8.2 *From the date of signature of this agreement and for the duration on this Service Level Agreement, the Firm may not accept any instruction to institute proceedings or bring applications against the Municipality, or defend actions or oppose applications instituted or brought by the Municipality or in any other manner against the Municipality.*

8.3 *In addition to paragraph 8.1 above, in instances where the Firm accepted an instruction to act against the Municipality prior to the date of signature of this Service Level Agreement, the Firm shall terminate such mandate(s) within a period of 30 (thirty) Days from the date of signature of this Service Level Agreement and furnish the Municipality with proof thereof.*

9. FURNISHING OF INSTRUCTIONS

9.1 *The Municipality will on an as and when basis appoint the Firm to represent the Municipality in the categories of services the Firm tendered for.*

9.2 *Such instructions will be furnished by the relevant delegated authority upon approval by the Municipal Manager, or the delegated director in terms of the Municipality's system of delegations.*

9.3 *The Municipality reserves the right to determine the manner in which the instructions will be distributed between the Panel of Legal professionals. In furnishing instructions, the Municipality will consider inter alia:*

9.3.1 *The fact that the Panel Legal professional is under suspension in terms of clause 10 below;*

9.3.2 *The fact that the matter involves a point of law that has previously been considered by a particular Panel Legal professional;*

9.3.3 *Where, in the view of the Municipality, the value and / or complexity of the matter warrants a particular Panel Legal professional;*

9.3.4 *The performance of a particular Panel Legal professional; and*

9.3.5 *Any other consideration which the Municipality may deem relevant.*

9.4 *Instructions will be distributed between the Panel Legal professionals located within the jurisdiction of the Western Cape High Court.*

9.5 *The Firm must, prior to the acceptance of any work, declare any interest it has in an assignment as well as declare any possible conflicts of interest that may prohibit it from performing the work.*

9.6

10. SUSPENSION OF NEW INSTRUCTIONS

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

10.2 *Reasons for Suspension*

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

10.2.1 *Any breach or breaches of the terms of this Service Level Agreement;*

10.2.2 *The capacity of the Firm;*

10.2.3 *The level of service delivery by the Firm or any of the Professional Persons or Support staff in its employ;*

10.2.4 *The performance of the Firm;*

10.2.5 *A violation by the Firm of the Governing Principles contained in clause 4 above.*

10.2.6 *Any other reason which in the Municipality's opinion warrants the suspension of new instructions to the Firm.*

10.3 *Period of suspension*

10.3.1 *The initial period of suspension will be determined by the Municipality but shall not be less than 3 (three) months.*

10.3.2 *The Municipality may extend the initial period of suspension for a further 3 (three) month period should the Municipality deem this to be appropriate and in its best interest.*

10.3.3 *At any time during or after the period of suspension, the Municipality may terminate the Service Level Agreement in accordance with clause 12 below.*

10.4 *Process of suspension*

10.4.1 *Notice of suspension and the duration of the initial period for which instructions are to be suspended will be delivered to the Lead Legal professional in writing by the Municipal Manager or an official delegated by him and shall contain the reason(s) for the suspension of new instructions.*

10.4.2 *The suspension will become effective on the same day that the notice referred to in clause 10.4.1 above is delivered in writing to the Firm.*

10.4.3 *In the event of the initial period of suspension being extended by the Municipality, this will be conveyed to the Lead Legal professional by the Municipal Manager or an official delegated by him in writing, at least 10 (ten) Days prior to the initial period of suspension expires and shall contain the reason(s) for the extension.*

10.5 Disputes arising from suspension

10.5.1 *Within 5 (five) Days of receipt of either of the notices referred to in clause 10.4 above, the Lead Legal professional may deliver to the Municipal Manager or an official delegated by him a written response to such notice, addressing the reasons for the suspension or the extension of the suspension period.*

10.5.2 *The Municipality will consider and review the response including all relevant factors and within 10 (ten) Days of receipt of the response contemplated in clause 10.5.1 above, and will notify the Lead Legal professional in writing whether the initial or extended suspension period will remain in effect; or if the initial or extended suspension period will be varied, in which event the Firm will be advised of the new period of suspension.*

10.5.3 *In the event of the Firm remaining dissatisfied with the decision of the Municipal Manager or an official delegated by him, the Lead Legal professional may, within 3 (three) Days of receipt of the notification referred to in clause 10.5.2 above, in writing, send a meeting request to the Municipal Manager to discuss the suspension.*

10.5.4 *Such meeting will be held within 10 (ten) Days from receipt of the request referred to in clause 10.5.3 above, or such longer period as agreed to between the Parties.*

10.5.5 *Within 3 (three) Days of the meeting having been held, the Municipal Manager will notify the Lead Legal professional of the decision regarding the suspension.*

10.5.6 *Instructions to the Firm will remain suspended during the process contemplated in this clause 10.*

10.6 Relationship between the Parties during the period of suspension

10.6.1 *All the terms of the Service Level Agreement with the exception of the issuing of new instructions will remain in full force and effect for the duration of the period of suspension.*

10.6.2 *The Firm shall ensure that all instructions received by the Firm prior to the suspension are dealt with in accordance with the relevant provisions of the Service Level Agreement.*

10.6.3 *The Firm shall ensure that the level of service standards expected of the Firm prior to the suspension is maintained during the period of suspension.*

11. BREACH

11.1 *In the event of either one of the Parties (the defaulting party) committing a breach of any of the provisions of this Service Level Agreement and failing to remedy such breach within a period of 14 (fourteen) Days after receipt of a written notice from the other party (the aggrieved party) calling upon the defaulting party to remedy the breach complained of, then the aggrieved party shall be entitled at its sole discretion and without prejudice to any of their other rights in law and or in terms of this agreement, either to claim specific performance in terms of the agreement, or cancel the agreement forthwith with without further notice and recover damages from the defaulting party.*

11.2 *In the event that the defaulting party being in breach of any provision of this Service Level Agreement and the aggrieved party having to take legal action / dispute resolution steps against the defaulting party as a result thereof (please refer to the arbitration clause), the defaulting party shall be liable to pay the aggrieved party's legal cost as well as all disbursements and other expenses reasonably incurred in having to had to take such action.*

12. TERMINATION OF THE SERVICE LEVEL AGREEMENT BY THE MUNICIPALITY

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

12.2 Reasons for termination

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

12.2.1 *A breach or breaches of the terms and conditions of the Service Level Agreement;*

12.2.2 *The Firm failing to uphold the legal professional / client relationship;*

12.2.3 *The Firm acting against the Municipality;*

12.2.4 *Operational requirements of the Municipality;*

12.2.5 *The Lead Legal professional, Professional Person, candidate legal professional or Support staff employed by the Firm being found guilty of a fraudulent act;*

12.2.6 *An legal professional delivering services to the Municipality having been suspended by the relevant professional body for any reason;*

12.2.7 *The Firm failing to provide the Municipality with Fidelity Fund certificates as required in this agreement.*

12.2.8 *Instructions to the Firm having been suspended and on the expiration of the initial or extended suspension period, the cause or causes for suspension not having been remedied by the Firm to the satisfaction of the Municipality;*

12.2.9 *A de bonis propriis cost order granted against the Firm in a matter in which the Firm had been instructed to attend to on behalf of the Municipality;*

12.2.10 *An adverse cost order granted against the Municipality, or any of its employees in their personal capacities, which could have been avoided had the Firm taken reasonable care in the handling of the matter;*

12.2.11 *A court having found that the Firm, or any of the Professional Persons in its employ, had acted unprofessionally in discharging its duties in relation to any matter where the Firm held instructions on behalf of the Municipality;*

12.2.12 *A judgment by default having been granted against the Municipality in a matter in which the Firm was instructed by the Municipality and the sole cause of the default judgment being that the Firm failed to timeously or adequately enter an Appearance to Defend;*

- 12.2.13 *A judgment by default having been entered against the Municipality due to the Firm's failure to timeously or adequately deliver a plea;*
- 12.2.14 *A writ of execution having been served on the Municipality the sole cause of the writ being that the Firm failed to provide the Municipality with the court order within 3 (three) Days of the order having been granted, as required in terms of Annexure B;*
- 12.2.15 *The Firm having been instructed to oppose a taxation of a bill of costs failed to do so;*
- 12.2.16 *The capacity of the Firm;*
- 12.2.17 *The level of service delivery by the Firm;*
- 12.2.18 *The performance of the Firm;*
- 12.2.19 *A violation by the Firm of the governing principles contained in clause 4 above, particularly, but not limited to the principle of trust;*
- 12.2.20 *Distribution or redistribution of instructions by the Municipality in any manner that will ensure equitable file allocation to the firm's appointed to its Panel of Legal professionals;*
- 12.2.21 *Any other reason in which the Municipality's opinion warrants the termination of the Service Level Agreement.*

12.3 Process of termination

- 12.3.1 *Notice of termination of the Service Level Agreement will be delivered to the Lead Legal professional in writing by the Municipal Manager or an official delegated by him and shall contain the reasons for termination of the Service Level Agreement.*
- 12.3.2 *The termination of the Service Level Agreement will become effective on the 31st day following the receipt by the Firm of the notice referred to in clause 12.3.1.*
- 12.3.3 *Any termination will be subject to the provisions of clause 12.4 of this Service Level Agreement.*

12.4 Disputes arising from termination of the Service Level Agreement by the Municipality

- 12.4.1 *Within 5 (five) Days of receipt of the notice referred to in clause 12.3 above, the Lead Legal professional may deliver to the Municipal Manager or an official delegated by him a written response to such notice, addressing the reasons for the termination of the Service Level Agreement.*
- 12.4.3 *The representations made by the Firm will be considered by the Municipality and within 10 (ten) Days of receipt of the response referred to in clause 12.4.1 above, the Municipal Manager or an official delegated by him will in writing notify the Lead Legal professional of the outcome of the representations made.*

12.4.4 *In the event of the Firm remaining dissatisfied with the decision of the Municipality, the Lead Legal professional may, within 3 (three) Days of receipt of the notice referred to in clause 12.4.2 above, in writing, furnish a meeting request to the Municipal Manager or an official delegated by him to discuss the termination of the Service Level Agreement.*

12.4.5 *Such meeting will be held within 10 (ten) Days from receipt of the request referred to in clause 12.4.3 above, or such longer period as agreed to between the Parties in writing.*

12.4.6 *Within 3 (three) Days of the meeting having been held, the Municipal Manager or an official delegated by him will notify the Lead Legal professional of the Municipality's decision regarding the termination of the Service Level Agreement.*

12.4.7 *Should the Firm be dissatisfied with the decision of the Municipality, the Firm may refer the dispute for arbitration in terms of clause 14 below.*

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

12.5.1 *The firm, upon receipt of the notice contemplated under clause 12.1 above, shall be deemed to be under suspension as contemplated in clause 10 above for the duration of the 30 (thirty) Days' notice period, with the proviso that all the terms of clause 10.6 above shall apply to it.*

12.5.2 *During the 30 (thirty) Days' notice period, irrespective of whether the Firm agrees with the termination or not, the Firm shall prepare all unfinalized files for handover to the Municipality as contemplated in clause 13 below.*

12.5.3 *The Firm shall also ensure that the service standards expected of the Firm prior to the termination of the Service Level Agreement are maintained during the period of deemed termination.*

12.5.4 *The governing principles of good faith, mutual trust and ethical conduct shall endure after termination of the Service Level Agreement.*

12.5.5 *Upon the Service Level Agreement with the Firm having been finally terminated, the Firm shall be disqualified from consideration for any tender issued by the Municipality for a period of 3 (three) years subsequent to the date of termination.*

13. TERMINATION OF THE SERVICE LEVEL AGREEMENT BY THE FIRM

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

13.2 Process of termination

13.2.1 *Notice of termination of the Service Level Agreement by the Firm must be delivered in writing to the Municipality's designated Contract Manager and shall contain the reasons for the termination of the Service Level Agreement.*

13.2.2 *The termination of the Service Level Agreement will become effective on the 61st day following the receipt by the Municipality of the notice referred to in clause 13.2.1.*

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

13.3.1 Upon receipt by the Municipality of a notice contemplated under clause 13.2.1 above, the Firm shall be deemed to be under suspension as contemplated in clause 10 above for the duration of the 60 (sixty) Days' notice period contemplated in clause 13.2.1 above.

13.3.2 During the 60 (sixty) Days' notice period, the Firm shall prepare all un-finalized files for handing over to the Municipality as contemplated in clause 13.4 below.

13.3.3 The Firm shall also ensure that the service standards expected of the Firm prior to the termination of the Service Level Agreement are maintained during the period of deemed suspension.

13.4 Handover process (By termination)

13.4.1 Upon termination of the Service Level Agreement by either the Municipality or the Firm, the Firm will be obliged to hand over all un-finalized files to the Municipality.

13.4.2 The Firm waives any and all rights of retention over any and all documents in respect of any work done by it on behalf of the Municipality.

13.5 Procedure upon receipt of notice of termination

13.5.1 Immediately upon date of the notice of termination having being furnished by either of the Parties, the Firm shall commence preparations for handover of the un-finalized files.

13.5.2 Within 30 (thirty) Days of notice of termination and subsequent to the delivery of all un-finalized files to the Municipality by the Firm, the Firm shall in terms of clause 13.5.4 below, prepare, serve and file the notices of withdrawal as legal professionals of record for all un-finalized matters in the Firm's possession which shall be delivered to the Municipality's Legal Services Department, and signed for by the Senior Manager: Legal Services.

13.5.3 The Firm shall remain responsible for all un-finalized matters which have not yet been handed over to the Municipality.

13.5.4 Within 30 (thirty) Days of notice of termination, the Firm shall make copies of the files of all un-finalized files in its possession. The original files shall be delivered by hand to the Municipal Manager or an official delegated by him, and signed for. The files shall be accompanied by:

13.5.4.1 An inventory of all matters handed over;

13.5.4.2 Copies served and filed and notices of withdrawal as legal professionals of record attached to each file;

13.5.4.3 A written confirmation by the Lead Legal professional that all un-finalized files have been handed over, and that no documents or files have been withheld for whatever reason.

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

13.6.1 *Within 90 (ninety) Days of termination, but not prior to the date on which the files are handed over, the Firm shall present the Municipality with bills of cost (actual) in respect of each matter handed over to the Municipality.*

13.6.2 *These bills of cost shall be delivered by hand to the Municipal Manager or an official delegated by him, and signed for.*

13.6.3 *The bills of cost shall be accompanied by:*

13.6.3.1 *A list of the matters to which the bills pertain;*

13.6.3.2 *A written confirmation by the Lead Legal professional that the bills represent the full value of outstanding fees and disbursements due to the Firm; and*

13.6.3.3 *A consolidated statement of account of outstanding fees and disbursements due to the Firm.*

14. DISPUTE RESOLUTION

14.1 *All disputes with regards to or arising from this Service Level Agreement shall come into being from the date of notification thereof by one party to the other which notice shall contain the nature of the dispute to be resolved. The parties must refer any dispute to be resolved by:*

14.1.1 *Negotiation, and if not successful;*

14.1.2 *Mediation; and if not successful;*

14.1.3 *Arbitration*

14.2 *Dispute resolution shall not preclude any party from approaching the High Court of South Africa for interim relief in respect of urgent matters by way of an interdict, or mandamus pending finalisation of the dispute resolution process. The Parties irrevocably submit to the jurisdiction of the High Court of South Africa.*

14.3 *During the dispute resolution process the Lead Legal professional must continue with the professional service for all existing matters, and maintain the required service standard.*

14.4 *This clause furthermore constitutes the irrevocable confirmation that the parties submit to the dispute resolution proceedings in terms hereof and neither of the parties shall be entitled to withdraw therefrom or to claim at any negotiation, mediation or arbitration proceedings that they are not bound by the dispute resolution provisions of this agreement.*

14.5 *Within 10 (ten) Days of notification, the parties must seek an amicable resolution to the dispute by referring the dispute to designated and authorised representatives of each of the parties to negotiate and attempt to resolve the dispute. If an amicable resolution to the dispute is arrived at, the authorised representatives of the parties must sign, within the 10 (ten) day period an agreement confirming that the dispute has been resolved.*

14.6 *In the event of negotiations in terms of clause 14.5 having failed, the parties must, within 15 (fifteen) Days of the negotiations having failed refer the dispute for resolution by mediation under the rules of the Arbitration Foundation of South Africa or its successor or body nominated in writing by it in its stead.*

14.7 *The period for negotiation or for referral of the dispute for mediation, may be decreased or increased by written agreement between the parties.*

15. ARBITRATION

15.1 *Should any dispute arise between the parties in connection with the interpretation or application of the provisions of this Service Level Agreement or a breach, or termination, or any other matter excluding suspension and cost issues, such disputes will, unless resolved between the parties, be referred to and be determined by arbitration in terms of this clause, as expediently as may be reasonably possible.*

15.2 *During the arbitration process the Lead Legal professional must continue with the professional service for all existing matters, and maintain the required service standard.*

15.3 *The referral of a dispute to arbitration will take place in the event of mediation contemplated in clause 14.5 having failed. The referral will take place within 15 (fifteen) Days of the mediation having failed, for resolution by expedited arbitration under the current rules of the Arbitration Foundation.*

15.4 *Either Party to this Service Level Agreement may demand that a dispute be determined in terms of this clause by written notice to the other party, provided that any resolution measures referred to in this Service Level Agreement has been exhausted.*

15.5 *Written demand for a dispute to be referred to arbitration must be delivered by the Firm to the Municipal Manager or an official delegated by him by hand; or by the Municipality to the Lead Legal professional by electronic mail.*

15.6 *The parties shall be entitled to legal representation during the arbitration process.*

15.7 *The arbitration shall be held in Cape Town, or elsewhere by agreement, with only the parties and their legal representatives being present, and in accordance with the formalities and procedures to be determined by the arbitrator, and may be held in an informal and summary manner, on the basis that it will not be necessary to observe or carry out the usual formalities or procedures, pleadings, and discovery or the strict rules of evidence, it being the intention that the arbitration be held and completed as expediently soon as possible.*

15.8 *A single arbitrator will be appointed by agreement between the parties within 10 (ten) Days of the dispute having been referred to arbitration. The arbitrator will be an advocate of not less than 7 (seven) years' experience, acceptable to both parties.*

15.9 *Should the parties fail to agree on the arbitrator within 5 (five) Days after the arbitration was demanded, the arbitrator will be appointed at the request of either party by the Chairperson for the time being of the Cape Bar Council, his or her successor in title or assigns.*

15.10 *Each party shall be liable to pay an equal share of the arbitration costs, subject to the provisions of clause 15.12 below.*

15.11 *The decision of the arbitrator will be final and binding on the parties.*

15.12 *The arbitrator will be entitled to make such award, including an award for specific performance, damages or a penalty or otherwise as he/she, in his/her sole discretion, may deem fit and appropriate and to deal with as he/she deems fit and with regard to the question of costs, if applicable, costs on an legal professional and client scale and his/her own fees.*

- 15.13 *This arbitration clause does not prohibit a party from seeking relief in a dispute where urgency can be proved, and where, as a result, application can be made for an urgent interdict, urgent declaratory order or other urgent relief to any court of competent jurisdiction on condition that such urgent relief is only of an interim nature pending the final determination by the arbitrator.*
- 15.14 *The provisions of this clause constitute an irrevocable confirmation by both parties that they submit to proceedings in terms hereof and no party will be entitled to withdraw therefrom or claim at any such proceedings that it is not bound by such provisions. These provisions are severable from the remainder of this Service Level Agreement and will remain in effect until the dispute pertaining to the termination of or invalidity of the Service Level Agreement has been finally resolved.*

16. PAYMENT

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

16.11 Should the documentation be incomplete, incorrect or late, payment shall only be effected once the correct and complete documents have been received and shall be made in terms of the provisions 16.5 and 16.6 above.

16.12 Payment shall be effected by electronic bank transfer or any other method of payment decided to be used by the Municipality from time to time in its sole discretion.

16.13 Value Added Tax (VAT) shall be charged on all invoices (where applicable), which must include the Firm's VAT registration number, in terms of the South African Value Added Tax Act.

16.14 Any disputes that may arise between the Firm and the Municipality regarding:

16.14.1 the non-payment, under payment or erroneous payment of fees and disbursements, and/or

16.14.2 the misrepresentation and consequent over-payment of fees and disbursements, will be dealt with in terms of clause 14 above.

17. REPORTING

17.1 In addition to general feedback, monthly status reports must be furnished to the Municipality by the Firm on the last day of each month.

17.2 The monthly reports must be delivered by electronic mail to the addressed provided to the Firm from time to time in respect of each relevant department and office.

17.3 The Municipality may from time to time give the Firm notice of new electronic mail addresses to which the monthly status reports must be delivered.

17.4 In the monthly status reports the Firm must report on each un-finalized matter and each matter finalised during the month preceding the reporting date.

17.5 Written Monthly status reports must be submitted, and contain the following information:

17.5.1 File reference number;

17.5.2 Date firm received file content;

17.5.3 Contact person at Firm;

17.5.4 Details of Parties involved;

17.5.5 Status of matter

17.6 The Municipality may during the term of this Service Level Agreement implement new ICT technologies which may necessitate a change in the format which the Firm must submit monthly reports to the Municipality. The Firm undertakes to abide by any change in the reporting format as required by the Municipality.

17.7 In addition to the monthly reports outlined above, the Municipality may at any time require the Firm to report more frequently, or on matters not dealt with above.

17.8 The Firm recognises that the Municipality is entitled to any and all information held by the Firm relating to matters handled by the Firm on behalf of the Municipality.

17.9 *The Firm acknowledges that the failure to comply with any of its reporting obligations will constitute a material breach of its obligations in terms of this Service Level Agreement, and may warrant suspension, or termination of the Service Level Agreement.*

18. CONTRACT MANAGEMENT

18.1 *The parties acknowledge the need for proper monitoring of their obligations in terms of this Service Level Agreement.*

18.2 *The Firm undertakes to at all times have a dedicated person assigned to the Municipality as a contact person in respect of contract management issues.*

18.3 *To this end the Firm designates the following person / persons as ultimately responsible for the contract management of this Service Level Agreement.*

18.3.1 Lead Legal professional

18.3.2 Name:

18.3.3 Tel No:

18.3.4 Email:

18.4 *In order to facilitate effective contract management, the Firm shall at quarterly intervals or at such intervals as determined by the Municipality, attend meetings with the Municipal Manager or an official delegated by him to discuss contract management issues.*

18.5 *Each party's representatives shall be entitled to place such items which they intend to discuss at the meeting on the agenda for the meeting and shall give the representatives of the other party notice of all such items by no later than 16h30 2 (two) Days prior to the day on which the meeting is to be held.*

18.6 *The Firm shall not be entitled to raise a fee for attending these meetings.*

19. GIFTS, INDUCEMENTS AND REWARDS

19.1 *The Firm shall not, under any circumstances, offer, promise or make any gift, payment, loan, reward, inducement, benefit or other advantage to any of the Municipality's employees.*

19.2 *Such an act shall constitute a material breach of the Service Level Agreement and the Municipality shall be entitled to terminate the Service Level Agreement forthwith, without prejudice to any of its rights in terms of this Service Level Agreement or otherwise in law.*

20. CONFIDENTIAL INFORMATION

20.1 *Notwithstanding and without limitation to the common law relationship between the Parties regarding the confidential nature of information made available to the Firm, the Firm acknowledges and accepts that it will have access to and be placed in possession of client information, financial information, statistics, procedures, processes and procedures of the Municipality.*

20.2 *The Firm acknowledges and accepts that it is reasonable for the Municipality to protect its rights in and to the confidential information.*

- 20.3 *The Parties acknowledge and accept that disclosure of the confidential information could, if disseminated to or used by any person without prior authorisation of the Municipality, cause the Municipality to suffer material harm.*
- 20.4 *The Firm will not disclose any portion of the confidential information to any third party other than to persons who are required to obtain such information by virtue of being appointed to provide a professional service in the matter.*
- 20.5 *The management of information must be in accordance with the provisions of POPI (when it comes into effect).*
- 20.6 *The Firm will procure all persons in its employ and any third party it may appoint who will have access to the confidential information as a result of such appointment, to bind themselves to the provisions of this clause.*
- 20.7 *The entire clause shall survive the termination of this Service Level Agreement for whatever reason and remain binding to the Firm indefinitely.*
- 20.8 *The Parties agree that they shall protect each other's confidential information using the same standard of care that each party applies to safeguard its own confidential information and that the information shall be stored and handled in such a way as to prevent any unauthorised disclosure thereof.*
- 20.9 *Within 30 (thirty) Days after the termination of this Service Level Agreement for whatever reason, the receiving party of confidential information shall return same, including the original documentation.*
- 20.10 *The disclosing party of confidential information may at any time request the receiving party of such confidential information to return any material containing, pertaining to or relating to information disclosed pursuant to the terms of this Service Level Agreement, and may in addition request the receiving party to furnish a written statement to the effect, that upon such return, the receiving party has not retained in its possession or under its control either or indirectly such material.*
- 20.11 *It is recorded that the following information shall, for the purposes of this Service Level Agreement, not be considered to be confidential information: Information known to the public or generally available to the public prior to the date that it was disclosed by either of the Parties to the other; or information which become known to the public or become generally available to the public subsequent to the date that it was disclosed by either of the Parties to the other, through no act or failure to act on the part of the recipient of such information.*

21. DOMICILIUM CITANDI ET EXECUTANDI

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

21.1.1 The Municipality:

.....DO NOT COMPLETE.....

.....

.....

21.1.2 The Firm:

.....DO NOT COMPLETE.....

.....

.....

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

21.3 *Notice shall be deemed to be given:*

21.3.1 *7 (seven) Days after posting by registered mail;*

21.3.2 *If delivered by hand, at the time of delivery;*

21.3.3 *On dispatch of successful transmission by electronic mail with a delivery receipt.*

22. MISCELLANEOUS

22.1 *The Firm must conduct its business between ordinary business hours Monday to Friday and must be readily accessible to the Municipality pertaining to the category of service it tendered for. In the event of emergencies after hours work may be required in which case the tendered rates will apply.*

22.2 *This Service Level Agreement constitutes the whole agreement between the Parties and there are no terms, conditions, obligations, oral or written, express or implied other than those contained in this Service Level Agreement.*

22.3 *This Service Level Agreement replaces all previous agreements with a similar content between the Firm and the Municipality. There are no prior agreements with a similar subject to this Service Level Agreement that is binding on the Parties.*

22.4 *No amendment, addition, or variation, nor any extension of time of this Service Level Agreement shall have any force or effect unless same has been reduced to writing and signed by both Parties to this Service Level Agreement.*

22.5 *No extension of time or waiver of any of the provisions or terms of this Service Level Agreement shall constitute a novation or operate as an estoppel against any party in respect of its rights under this Service level Agreement **nor** shall it operate so as to preclude such party from exercising its rights strictly in accordance with this Service Level Agreement.*

22.6 *If any provision of this Service Level Agreement is unenforceable in law, such provision shall be severed from the remaining provisions of this Service Level Agreement and the remaining provisions of this Service Level Agreement shall not be affected and shall remain in full force and effect.*

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

23. CESSION AND ASSIGNMENT

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

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

24. NON-EXCLUSIVE AGREEMENT

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

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

25. CONTRACTUAL RELATIONSHIP – COMMUNICATIONS AND CONSENSUAL EFFORTS AND RESOLUTION

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

26. LIMITATION OF LIABILITY AND INDEMNIFICATION

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

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

27. INSURANCE

- 27.1 *Without limiting the Firm's liabilities or responsibilities in terms of this Service Level Agreement, the Firm shall provide insurance to cover its liabilities and responsibilities in terms of the Service Level Agreement.*
- 27.2 *The Firm shall ensure that it maintains professional indemnity insurance to cover to the value of at least R5,000,000.00 (five million rand) for the duration of this Service Level Agreement and until such time all work allocated is finalised.*
- 27.3 *The insurance cover must be updated annually and certified copies submitted to the Municipality.*

28. COMPLIANCE WITH LAWS AND TAX OBLIGATIONS

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

29. SEVERABILITY

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

30. SCOPE OF WORK AND PROCEDURE

- 30.1 *Within 5 (five) working days of the Municipality furnishing instructions, the Municipality will provide the firm with a copy of the Municipality's file.*

30.2 *In the event of the Firm not receiving copies of the Municipality's file content within the time period referred to above, the delegated department head from which the instruction was received must be notified of this in writing.*

30.3 *The Firm shall at all times maintain and operate ICT capabilities as required by the Municipality and shall inform the Municipality within 24 (twenty four) hours of any breakdown or other issues which may impact electronic mail or telephonic communications between the Firm and the Municipality.*

30.4 *The minimum time period specified in the Rules of Court for the delivery of applications, notices and pleadings must be adhered to at all times.*

31. BRIEFING OF COUNSEL OR OTHER LEGAL EXPERTS

31.1 *The Firm must first obtain written instructions/approval from the Municipality through its delegated authority to brief counsel or other experts, legal or otherwise.*

31.2 *Counsel or other experts will not be instructed for matters to be dealt with in the Magistrates Court, unless the prior written consent is obtained from the Municipality through its delegated authority.*

31.3 *When counsel or other experts has or have been instructed on trial, the Firm shall not, without the prior written approval of the Municipality through its delegated authority, brief counsel or other experts to provide written opinions on any aspect of the matter.*

31.4 *The written consent referred to above must be obtained from the delegated authority.*

32. FEE STRUCTURE (*DELETE IF NOT APPLICABLE)

32.1 General fee structure for litigation

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

32.1.1 *Non – litigious fees

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

32.1.2 *Litigious fees

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

32.2 *Property Law, Conveyancing and Notary Services General and Specialised

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

**SIGNED AT _____XXX_____ ON THIS ___XXX___ DAY
OF _____XXX_____ 20**

_____ DO NOT SIGN _____
Witness

_____ DO NOT SIGN _____
Name:

Name:

For: Firm

Name

Capacity