

MUNISIPALITEIT DAWID KRUIPER MUNICIPALITY



TN035/2026:
APPOINTMENT OF ATTORNEY TO RENDER LEGAL SERVICES FOR
A PERIOD OF THIRTY-SIX (36) MONTHS ON AN AD-HOC BASIS

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

DAWID KRUIPER MUNICIPALITY
APPOINTMENT OF ATTORNEY TO RENDER LEGAL SERVICES
FOR A PERIOD OF THIRTY-SIX (36) MONTHS ON AN AD-HOC
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**DAWID KRUIPER
MUNICIPALITY**
Republic of South Africa



**DAWID KRUIPER MUNICIPALITY PROCUREMENT:
GENERAL CONDITIONS OF CONTRACT
APPOINTMENT OF ATTORNEY TO RENDER LEGAL SERVICES FOR
A PERIOD OF THIRTY-SIX (36) MONTHS ON AN AD-HOC BASIS**

DAWID KRUIPER MUNICIPALITY

SECTION "A"

GENERAL CONDITIONS OF QUOTATION

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GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

Dawid Kruiper: Republic of South Africa

General Conditions of Contract

1. Definitions
 1. The following terms shall be interpreted as indicated:
 - 1.1 “Closing time” means the date and hour specified in the bidding documents for the receipt of bids.
 - 1.2 “Contract” means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
 - 1.3 “Contract price” means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
 - 1.4 “Corrupt practice” means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
 - 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
 - 1.6 “Country of origin” means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
 - 1.7 “Day” means calendar day.
 - 1.8 “Delivery” means delivery in compliance of the conditions of the contract or order.
 - 1.9 “Delivery ex stock” means immediate delivery directly from stock actually on hand.
 - 1.10 “Delivery into consignee’s store or to his site” means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the goods are so delivered and a valid receipt is obtained.
 - 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.

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- 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 "GCC" means the General Conditions of Contract.
- 1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the goods covered by the bid will be manufactured.
- 1.17 "Local content" means that portion of the bidding price, which is not included in the imported content provided that local manufacture does take place.
- 1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 "Project site," where applicable, means the place indicated in bidding documents.
- 1.21 "Purchaser" means the organization purchasing the goods.
- 1.22 "Republic" means the Republic of South Africa.
- 1.23 "SCC" means the Special Conditions of Contract.

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- 1.24 “Services” means those functional services ancillaries to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.25 “Supplier” means the successful bidder who is awarded the contract to maintain and administer the required and specified service(s) to the State.
- 1.26 “Tort” means in breach of contract.
- 1.27 “Turnkey” means a procurement process where one service provider assumes total responsibility for all aspects of the project and delivers the full end product / service required by the contract.
- 1.28 “Written” or “in writing” means hand-written in ink or any form of electronic or mechanical writing.
- 1.29 “Legal practitioner” has the same meaning provided in the Legal Practice Act.
- 1.30 “Briefing Pattern Ratio” means the briefing ratio as approved by the briefing policy of the DoJCD
- 1.31 “Listing” means a process where a Legal Practitioner applies to be listed on a panel of legal practitioners to receive instructions from Dawid Kruiper Municipality.
- 1.32 “Years Experience” means practical experience in the specialized law services/fields applying for.
2. Application
- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services (excluding professional services related to the building and construction industry), sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific goods, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.
3. General
- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.

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| | 3.2 | Invitations to bid are usually published in locally distributed news media and on Dawid Kruiper municipality's website. |
| 4. Standards | 4.1 | The goods supplied shall conform to the standards mentioned in the bidding documents and specifications. |
| 5. Use of contract documents and information inspection | 5.1 | The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance. |

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| | 5.2 | The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract. |
| | 5.3 | Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so, required by the purchaser. |
| | 5.4 | The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so, required by the purchaser. |
| 6. Patent Rights | 6.1 | The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser. |
| | 6.2 | When a supplier developed documentation / projects for Dawid Kruiper municipality, the intellectual, copy and patent rights or ownership of such documents or projects will vest in Dawid Kruiper municipality. |
| 7. Performance security | 7.1 | Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC. |
| | 7.2 | The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract. |

- 7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
- (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
 - (b) a cashier's or certified cheque.
- 7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified.

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

- 8.7 Any contract goods may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected goods shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with goods, which do comply with the requirements of the contract. Failing such removal the rejected goods shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute goods forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected goods, purchase such goods as may be necessary at the expense of the supplier.
- 8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 22 of GCC.

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

- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
- (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
- (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
- (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
- (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

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

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| 14. Spare parts | <p>14.1 As specified, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:</p> <ul style="list-style-type: none"> (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and; (b) in the event of termination of production of the spare parts: <ul style="list-style-type: none"> (i) advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested |
| 15. Warranty | <p>15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier,</p> |

that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.

- 15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise.
- 15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- 15.4 Upon receipt of such notice, the supplier shall, within the period specified and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

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- 16. Payment
 - 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified.
 - 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.
 - 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
 - 16.4 Payment will be made in Rand unless otherwise stipulated.
- 17. Prices
 - 17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized or in the purchaser's request for bid validity extension, as the case may be.
- 18. Variation Orders
 - 18.1 In cases where the estimated value of the envisaged changes in purchase does not vary more than 15% of the total value of the original contract, the contractor may be instructed to deliver the goods or render the services as such. In cases of measurable quantities, the contractor may

22. Penalties 22.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.
23. Termination for default 23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
 - (b) if the supplier fails to perform any other obligation(s) under the contract; or
 - (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

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- 23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner, as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.
- 23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.
- 23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the supplier as having no objection and proceed with the restriction.
- 23.5. Any restriction imposed on any person by the purchaser will, at the discretion of the purchaser, also be applicable to any other enterprise or any partner, manager, director or other

person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the purchaser actively associated.

23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:

- (i) the name and address of the supplier and / or person. restricted by the purchaser;
- (ii) the date of commencement of the restriction
- (iii) the period of restriction; and
- (iv) the reasons for the restriction.

These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.

23.7. If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website

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24. Antidumping and countervailing duties and rights

24.1 When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, Dawid Kruiper Municipality is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the supplier to the purchaser or the purchaser may deduct such amounts from moneys (if any) which may otherwise be due to the supplier in regard to goods or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.

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| 25. Force Majeure | <p>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.</p> <p>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.</p> |
| 26. Termination for insolvency | <p>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.</p> |
| 27. Settlement of Disputes | <p>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.</p> <p>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.</p> <p>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.</p> <p>27.4 Notwithstanding any reference to mediation and/or court proceedings herein,</p> <ul style="list-style-type: none"> (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and (b) the purchaser shall pay the supplier any monies due the supplier for goods delivered and / or services rendered according to the prescripts of the contract. |

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28. Limitation of Liability	28.1	<p>Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;</p> <p>(a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and</p> <p>(b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.</p>
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.

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33. Transfer of contracts 33.1 The contractor shall not abandon, transfer, cede assign or sublet a contract or part thereof without the written permission of the purchaser
34. Amendment of contracts 34.1 No agreement to amend or vary a contract or order or the conditions, stipulations or provisions thereof shall be valid and of any force unless such agreement to amend or vary is entered into in writing and signed by the contracting parties. Any waiver of the requirement that the agreement to amend or vary shall be in writing, shall also be in writing.
35. Prohibition of restrictive practices 35.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder(s) is / are or a contractor(s) was / were involved in collusive bidding.
- 35.2 If a bidder(s) or contractor(s) based on reasonable grounds or evidence obtained by the purchaser has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in section 59 of the Competition Act No 89 Of 1998.
- 35.3 If a bidder(s) or contractor(s) has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.

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DAWID KRUIPER MUNICIPALITY

SPECIFICATION

1. SCOPE OF BID

Dawid Kruiper Municipality has an approved Credit Control and Debt Collection Policy and Bylaw. In terms of the Policy and By-Law and other relevant legislation, the Municipality may embark on its own debt collections action in the first instance and in doing so may exhaust all internal measures before taking legal action against debtors.

The purpose of this tender is to seek the assistance of attorneys on an ad-hoc basis for a period of thirty-six (36) months in the legal action process, to ensure that monies due and payable to the Municipality are collected and to provide legal assistance in the matters incidental to the collection of the debt.

The services, amongst others, include the following:

- 1.1.1.1 Summons;
- 1.1.1.2 Judgements;
- 1.1.1.3 Credit Listing;
- 1.1.1.4 Warrant of executions;
- 1.1.1.5 Section 65 proceedings;
- 1.1.1.6 All other legal proceedings pertaining collection process

2. CLOSING DATE

- 2.1. Sealed bids clearly marked "**TN035/2026: APPOINTMENT OF ATTORNEY TO RENDER LEGAL SERVICES FOR A PERIOD OF THIRTY-SIX (36) MONTHS ON AN AD-HOC BASIS**" must be placed in the Municipal tender Box **before or at 14:00 on Friday, 07 August 2026** and will be opened directly thereafter in the Councillor Chambers at the Municipal Offices.

3. GENERAL REQUIREMENTS

- 3.1. This bid document as a whole, without any alteration, modification, deletion, editing or formatting of the documents content, must be completed and returned no later than the closing date and time to be evaluated. Any incomplete, altered, modified, edited or formatted document will not be considered.
- 3.2. The lowest or only bid will not necessarily be accepted.
- 3.3. Bids per fax or E- mail will also not be considered, only the original signed document will be accepted.
- 3.4. The following forms, Summary of items and bid price, MBD 1, MBD 4, MBD 6.1, MDB 7.2, MBD 8 and MBD 9, must be completed.
- 3.5. Bids will be evaluated in accordance with the applicable Preferential Point Scoring System as set out in the Councils Supply Chain Management Policy.
- 3.6. Bidders must be registered at National Treasury's Central Suppliers Data Base (CSD) and proof must be submitted.
- 3.7. A copy of the Municipal account not older than 3 months and not in arrears for more than 90 days, on date of submission.
- 3.8. If the bidder is not liable for levies for municipal services, a Sworn Affidavit indicating reasons as to why a municipal account cannot be submitted and/or a valid lease agreement.

COMPULSORY DOCUMENTATION

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

- 4.1 All legal practitioners must submit their Admission Certificates (Court Order).
- 4.2 All legal practitioners must submit their valid Certificate of Good Standing issued by the South African Legal Practice Council.
- 4.3 All Legal Practitioners must submit their valid Fidelity Fund Certificate as provided for in Section 84 of the Legal Practice Act.

5. BID PRICING

- 5.1. Bidders are required to quote prices according to the price schedules and specifications.
- 5.2. Price(s) quoted must be valid for at least 120 (one-hundred-and-twenty) days from bid closing date
- 5.3. Price(s) quoted must be firm and must be inclusive of VAT.
- 5.4. The Municipality reserves the right to appoint more than one supplier, to a maximum of three, suppliers.

6. METHOD OF DELIVERY AND ADDRESS

Goods and services must be delivered as a whole.
Delivery must be made to

Dawid Kruiper Municipality
Head Office building
Mutual Street
Upington
Northern Cape

7. LEGISLATIVE AND REGULATORY FRAMEWORK

- 7.1. Full particulars of the costs structure, must be provided on the attached pricing in accordance with a SLA to be concluded with Dawid Kruiper Municipality for all debtors who will be handed over.
- 7.2. The successful tenderer, by acting on behalf of Dawid Kruiper Municipality, will be required to heed to the principles and conditions of legislation and applicable policies at all times when dealing with debtors. A comprehensive debt collecting service is required, focusing on the following applicable legislation:
 - 7.2.1. The Constitution;
 - 7.2.2. National Legislation;
 - 7.2.3. Provincial Legislation;
 - 7.2.4. Local Government Legislation;
 - 7.2.5. Customer Care and Debt Collection Policy;
 - 7.2.6. By-Laws of the Municipality;
 - 7.2.7. All relevant / applicable policies; and
 - 7.2.8. Council Resolutions
- 7.3. Legal Practice Act, 2014 (Act No. 28 of 2014).
- 7.4. Cost Containment Regulations and Policy
- 7.5. Travel and Subsistence Policy

BID DOCUMENT CHECKLIST AND RETURNABLE

#	Document Name	Included in the published bid document	To be returned by the bidder	Bidder may tick "Yes"
PHASE 1: ADMINISTRATIVE AND LEGISLATION REQUIREMENTS				
1.	MBD 1: Invitation to Bid	Yes	Yes	
2.	Proof of authority must be submitted as per MBD 1 e.g. company resolution for the capacity under which this bid is signed	No	Yes	
3.	MBD 4: Declaration of Interest	Yes	Yes	
4.	MBD 6.1: Preference Points Claim Form in Terms of the Preferential Procurement Regulation	Yes	Yes	
5.	MBD 7.2: Contract form for Rendering of Services	Yes	Yes	
6.	MBD 8: Declaration of Bidders	Yes	Yes	
7.	MBD 9: Past SCM Practices Certification of independent Bid Declaration	Yes	Yes	
8.	Full Updated CSD report (not summarized)	No	Yes	

PHASE 2: MANDATORY REQUIREMENTS				
9.	Submission of Admission Certificates (Court Order)	No	Yes	
10..	Valid Certificate of Good Standing from the South African Legal Practice Council	No	Yes	
11.	Valid Fidelity Fund Certificate as per Section 87 and 34(2)(b) of the Legal Practice Act	No	Yes	
Documents 9 – 11 also forms part of Functionality Evaluation				

PHASE 3: FUNCTIONALITY				
12.	CV's for each <u>individual of proposed project team</u> including certified copies of qualifications (certification not older than 3 months) of personnel and their total years' experience post qualification received	No	Yes	
13.	Proof of similar work performed for other entities (reference letters with clients' letterhead will ONLY be accepted as proof of work performed)	No	Yes	
14.	Proof of Well-Established Law Firm – proof of Fidelity Fund Certificate issued to the law firm clearly indicating the date it was issued or CIPC Registration date.	No	Yes	

OTHER DOCUMENTS REQUIRED				
15.	Initial each page of the tender document	Yes	Yes	

8. FUNCTIONALITY

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

Functionality Percentage Score as per Supply Chain Management Policy			
	(W)	(V)	(W x V)
Criteria	Weight	Value	Score
Submission of Admission Certificates (Court Order) (10 points)	20		
Valid Certificate of Good Standing from the South African Legal Practice Council (10 points)			
Valid Fidelity Fund Certificate as per Section 87 and 34(2)(b) of the Legal Practice Act	10		
Level of expertise and qualifications of personnel	25		
Proof of Similar projects and work performed	10		
Proof of Well-Established Law Firm	10		
Total Weight	75	25	So

Values: 1 = Poor; 2 = Average; 3 = Good; 4 = Very good; 5 = Excellent Fp =70%

Functionality point's basis

- 9.1 The calculation of the functionality percentage score to be earned is set out in Table 4 above.
- 9.2 Quotations or bids that scored less than a **70% Functionality Percentage (Fp)** in Table 4 above where $Fp = So / 375 \times 100$, will be disqualified.
- 9.3 Functionality will only be applicable to consultants or to long term contracts where the monetary value of the contract cannot be determined exactly.

The Functionality Evaluation Criteria is set out below. Any tenderer who does not score a minimum of 70% for the Functionality Evaluation will be disqualified.

9.4 Compulsory documentation for functionality evaluation:

- 9.4.1 All legal practitioners must submit their Admission Certificates (Court Order).
- 9.4.2 All legal practitioners must submit their valid Certificate of Good Standing issued by the South African Legal Practice Council.
- 9.4.3 All Legal Practitioners must submit their valid Fidelity Fund Certificate as provided for in Section 84 of the Legal Practice Act.

If no proof is submitted, the bid will be deemed as non-responsive.

- 9.4.4 CV's for each individual of proposed project team including certified copies of qualifications (certification not older than 3 months) of personnel and their total years' experience post qualification received. **If no proof is submitted, points will not be allocated.**
- 9.4.5 Proof of similar work performed for other entities (reference letters with clients' letterhead will ONLY be accepted as proof of work performed). No appointment letters, emails, company profiles will be accepted for point allocation. Submit related work only. **If no proof is submitted, points will not be allocated.**
- 9.4.6 Proof of Well-Established Law Firm – proof of Fidelity Fund Certificate issued to the law firm clearly indicating the date it was issued or CIPC Registration date. As long as the date of Establishment of firm can be determined. **If no proof is submitted, points will not be allocated.**

<u>1. Submission of Admission Certificates (Court Order)</u>		
Poor	No Proof of Admission Certificates (Court Order)	1
Excellent	Proof of Admission Certificates (Court Order)	10

<u>2. Valid Certificate of Good Standing from the South African Legal Practice Council</u>		
Poor	No Certificate / Invalid Certificated submitted	1
Excellent	Proof of Valid Certificate of Good Standing from South African Legal Practice Council Submitted	10
<u>3. Valid Fidelity Fund Certificate as per Section 87 and 34(2)(b) of the Legal Practice Act</u>		
Poor	No Certificate / Invalid Certificated submitted	1
Excellent	Proof of Valid Fidelity Fund Certificate as per Section 87 and 34(2)(b) of the Legal Practice Act	10
<u>4. Level of expertise and qualifications of personnel</u>		
Poor	Amount of experience years of listed personnel – 5 -10 combined years post qualification experience	5
Average	Amount of experience years of listed personnel - 11 - 15 combined years post qualification experience	10
Good	Amount of experience years of listed personnel - 16 - 20 combined years post qualification experience	15
Very Good	Amount of experience years of listed personnel – 20 -25 combined years post qualification experience	20
Excellent	Amount of experience years of listed personnel - 26 and above combined years post qualification experience	25

5. <u>Previous experience and proof of similar work successfully performed</u>		
Poor	1 Reference Letter of an entity for which collections were performed	1
Average	2 Reference Letters of entities for which collections were performed	4
Good	3 Reference Letters of entities for which collections were performed	6
Very Good	4 Reference Letters of entities for which collections were performed	8
Excellent	5 Reference Letters of entities for which collections were performed	10

6. <u>Well Established Law Firm</u>		
Poor	FCC of Law Firm / CIPC indicates the firm is established less than 1 year	1
Average	FCC of Law Firm / CIPC indicates the firm is established 1 - 3 years	4
Good	FCC of Law Firm / CIPC indicates the firm is established 4 – 5 years	6
Very Good	FCC of Law Firm / CIPC indicates the firm is established 6 - 8 years	8
Excellent	FCC of Law Firm / CIPC indicates the firm is established more than 8 years	10

9. PROJECT SCOPE

9.1. The collection process shall consist of a soft and hard collection process

9.1.1. Soft Collection:

- 9.1.1.1. Any legal tracing method
- 9.1.1.2. Pro-active reminders (SMS, Email, Reminder letter, letter of demand)
- 9.1.1.3. Telephone Calls

9.1.2. Hard Collection:

- 9.1.2.1. Summons
- 9.1.2.2. Pleading
- 9.1.2.3. Judgement
- 9.1.2.4. Warrant of execution
- 9.1.2.5. Credit Bureau Listing

9.2. The Municipality expects a high standard of delivery and that all reasonable steps, to recover debt as speedily, cost effectively and appropriately as possible, will be instituted timeously and without undue delay.

- 9.3. The successful tenderer must assess and report to the Municipality on the prospects and cost effectiveness of the recovery of debt and shall immediately advise the Municipality, in writing, of irrecoverable matters and close its file upon instruction in respect hereof.
- 9.4. The successful bidder will not accept work from the Municipality if and when the debtor is their client; so, to avoid a conflict of interest.
- 9.5. The successful tenderer must have a sound knowledge of various aspects of local government and public sector legislation so as to be in a position to protect the Municipality's interest in matters referred to it by Dawid Kruiper Municipality.
- 9.6. The successful tenderer must possess sound knowledge, experience and a proven success record in debt collection.
- 9.7. The successful tenderer must supply its own resources in respect of offices, personnel, vehicles and equipment required.
- 9.8. The successful tenderer must have access to the necessary infrastructure and have sufficient finance experience in the public sector.
- 9.9. The successful tenderer may be required to change, at own cost, existing management report formats at the request of Dawid Kruiper Municipality.
- 9.10. The successful tenderer is required to take the necessary action against debtors placed under administration or debt review and act on behalf of Dawid Kruiper Municipality in business rescue and liquidation matters and in executions where Dawid Kruiper Municipality has a vested interest.
- 9.11. The successful tenderer shall not settle or compromise any claim or initiate litigation on behalf of Dawid Kruiper Municipality, without the necessary consultation and approval of the Municipality.
- 9.12. Either party may terminate if the other party has become bankrupt or insolvent.
- 9.13. Client may terminate if the Service Provider is notified that he/she has:
 - 9.13.1. Substantially failed to comply with the contract obligations
 - 9.13.2. Failed to stop defaulting within three weeks of notification
 - 9.13.3. Assigned the Contract to another service provider/ sub-Service Provider or any other reasonable reason.
 - 9.13.4. The Municipality must be indemnified from any liability in respect of a claim arising from the execution by the successful bidder of its obligation.
- 9.14. The service provider shall:
 - 9.14.1. Ensure that a correct debtor is handed over by comparing the handed over account's ownership with the Registrar of Deeds information before any collection can start and if the ownership details are different, the account shall be returned to Dawid Kruiper Municipality for verification.
 - 9.14.2. Ensure that all collection methods shall comply in all respects with the provisions of the Magistrate's Court Act 32 of 1944 as amended and the Debt Collectors Act 114 of 1998 as amended, Credit Control and Debt Collection Policies of the Municipality and all other applicable legislation.
 - 9.14.3. In the event of the debtor fails to pay or otherwise fails to settle the matter on receipt of summons, proceed with the judgement and execution in terms of the rules of the court concerned, but only after the approval by the Dawid Kruiper Municipality.
 - 9.14.4. In the event of the debtor defending any actions instituted against him / her / them, the Service Provider shall inform Dawid Kruiper accordingly and shall not proceed with the prosecution of such action, unless otherwise instructed by the Municipality. In the event of judgment being granted in favour of the Municipality, the Service Provider shall proceed with execution and / or such further steps as may be available in terms of the rules of the court concerned for collection of the amount outstanding.
 - 9.14.5. To the satisfaction of Dawid Kruiper Municipality maintain adequate and correct records and details of payments by debtors, amounts charged, legal

- fees charged on the debts and the outstanding balances in respect of each debt.
- 9.14.6. Collect each debt strictly on an “individual matter” basis and maintain a separate account, file and record in respect of each debt.
 - 9.14.7. Inform the Municipality when the service providers become aware of any change to the personal Information of the debtor’s postal address and telephone details, or any other details.
 - 9.14.8. The Service Provider will report progress monthly with regards to the debtor’s list that was handed over for debt collection.
 - 9.14.9. **All payments by customers must be paid directly to Dawid Kruiper Local Municipality’s Absa primary bank account.**

10. PRICING FEE / TARIFF STRUCTURE

- 10.1. The Municipality shall pay according to the agreed rates as offered and accepted by the successful bidder;
- 10.2. The Municipality shall pay for disbursement reasonably incurrent;
- 10.3. The successful bidder shall not charge the Municipality for local travelling;
- 10.4. The successful bidder shall not charge a surcharge;
- 10.5. The drawing fee shall not be allowed on any invoice;
- 10.6. Invoices must be broken down per item with full narration;
- 10.7. The successful bidder may submit interim bills to the Municipality at appropriate intervals during the course of each matter;
- 10.8. The Municipality shall exercise its best endeavours to settle any invoices sent by the successful bidder within thirty (30) days of receipt thereof.
- 10.9. Where provision of fees and disbursements are not provided for in the tariff structure, the successful bidder shall negotiate and agree with the Municipality in writing on the applicable tariffs;
- 10.10. The tariffs shall be categorised in terms of High Court, Lower Courts (regional and magistrate) and Non-Litigious.
- 10.11. The rates shall be scheduled in the following terms:
 - **Day and Hourly rate** for in general and for drafting, perusal, study, research and court work
 - **Charges** for photocopies, telephone calls and emails
 - **Expenses** for travelling and subsistence to be read with pricing schedule Part D
- 11.12. The rates shall be on attorney and own client scale (unless fixed in the pricing schedule) and per Service Level Agreement signed between the parties.

11. COMMUNICATION AND CONFIDENTIALITY

- 11.1.1. The Accountant: Tenders (Martilee van Rooi) and Manager: Supply Chain Management (Michael Rooi) within the Supply Chain Management Unit may communicate with the tenderer where clarity is sought after the closing date and time of the bid and prior to the award of the tender, or to extend the validity period of the bid, if necessary.
- 11.1.2. Any communication to any Dawid Kruiper official or a person acting in an advisory capacity for Dawid Kruiper Municipality in respect of this bid between the closing date and the award of the bid by the tenderer is discouraged.
- 11.1.3. If a tenderer finds or reasonably believes it has found any discrepancy, ambiguity, error or inconsistency in this bid or any other information provided by Dawid Kruiper Municipality (other than minor clerical matters), the tenderer must promptly notify Dawid Kruiper Municipality in writing of such discrepancy, ambiguity, error or inconsistency to afford the Municipality an opportunity to consider what corrective action is necessary (if any).
- 11.1.4. Any actual discrepancy, ambiguity, error or inconsistency in this bid or any other information provided by Dawid Kruiper Municipality will, if possible, be corrected and provided to all tenderers without attribution to the tenderer who provided the written notice.
- 11.1.5. All communication between a tenderer and the Dawid Kruiper's SCM office must be done in writing as per the Contact Details below.
- 11.1.6. No representations made by or on behalf of Dawid Kruiper Municipality in relation to this bid will be binding on Dawid Kruiper Municipality unless that representation is expressly incorporated into the contract ultimately entered between Dawid Kruiper Municipality and the successful tenderer or legal practitioner(s).
- 11.1.7. All persons obtaining or receiving this bid and any other information in connection with this bid, or the tendering process must keep the contents of the bid and other such information confidential, and not disclose or use the information except as required for the purpose of developing a response to this bid

12. CONCLUSION OF CONTRACT

- 12.1. The contract between Dawid Kruiper Municipality and the successful bidders collectively referred to as the Parties shall come into effect after the Legal Practitioner has been issued with an unconditional letter of acceptance of their bid.
- 12.2. Once a legal practitioner has been appointed, Dawid Kruiper Municipality may assign work to that legal practitioner as and when a need arises to represent the Municipality or conduct work on our behalf.
- 12.3. The following will form part of the contract documents between the party in as far as TN035/2026 is concerned:
 - 12.3.1. Bid Documents
 - 12.3.2. Letter of Appointment
 - 12.3.3. Award Letters
 - 12.3.4. Acknowledgement Letter

13. SECURITY AND CONFIDENTIALITY INFORMATION

- 13.1. Attorneys shall regard all information, which he / she obtains or are entrusted with concerning the participating department or its members whilst executing the contract, as confidential, secret, or top secret.
- 13.2. The legal practitioners, his / her employees, sub-contractors, or agents may not make any such information obtained or entrusted to any other person or to the media.
- 13.3. **PROMOTION OF ACCESS TO INFORMATION ACT, ACT 2 OF 2000 as amended, and (POPI Act)**
 - 13.3.1. The Service Provider will be required to comply with the requirements of the Promotion of Access to Information Act 2 of 2000.
 - 13.3.2. In terms of the Promotion of Access to Information Act 2 of 2000, the Municipality is obliged and compelled to provide certain information to the public.
 - 13.3.3. The extent where to the Service Provider will be obliged to supply or refuse the supply of information in terms of the Act, will be determined in consultation with the Municipality.

DAWID KRUIPER MUNICIPALITY
SECTION "C"

To: The Municipal Manager
Private Bag X6003
UPINGTON
8800

Sir

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

Address: _____

Tel nr: _____

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

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

Bid price (all taxes included):.

SIGNED AT _____ ON THIS _____ DAY OF _____ 2026

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

WITNESSES:

1. _____

2. _____

SIGNATURE OF BIDDER

DAWID KRUIPER MUNICIPALITY

SECTION "D"

SUMMARY OF ITEMS AND BID PRICES

The following prices will be fixed as per Government Gazette Notice No 53572 effective from 28 November 2025. These prices will only be amended when a new Gazette is published.

Magistrate Court Fee Tariffs

DESCRIPTION	UNIT	SCALE B	SCALE C	SCALE D	SPECIAL NOTE	
TABLE A PART I - GENERAL PROVISIONS:						
Part I - 07	Where amount is allowed for an item, this amount will be inclusive of all attendances and services. Filing of documents at court	Per document	R 41.00	R 41.00	R 41.00	Excl. Sheriff's costs
Part I - 08	If amount is left blank: a) Drawing up documents c) Necessary services d) Necessary filing at court	Per page Per document	R 97.00 R 41.00 R 41.00	R 97.00 R 41.00 R 41.00	R 97.00 R 41.00 R 41.00	Excl. Pleadings
Part I - 11	Unless otherwise specified: a) Perusal of document or pleading b) Necessary copies c) Uploading documents onto an online court portal (all-inclusive tariff)	Per page Per A4 size Per page	R 37.00 R 8.00 R 2.00	R 37.00 R 8.00 8.00	R 37.00 R 8.00	Incl. photocopies, scans
Part I - 13	Collection commission on each instalment		10 %	10 %	10 %	Maximum per instalment: R 615.00
Part I - 19	The Fees in Part IV shall increase in accordance with any costs order made in terms of rule 33(1)(b) and as allowed at taxation		15%	15%	15%	
TABLE A PART II - UNDEFENDED ACTIONS:						
Part II - 01	Registered letter of demand (Sec 56)		R 59.00	R 59.00	R 82.00	
Part II - 02	Summons (simple or combined), incl. letter of demand (other than Sec 56) where claim(s) ≤ R 10 000.00		R 958.00			Add R 26.00 for each additional defendant
Part II - 02A	Summons (simple), incl. letter of demand (other than Sec 56)		R 1389.00	R 1670.00	R 2167.00	Add R 26.00 for each additional defendant
Part II - 02B	Summons (combined), incl. letter of demand (other than Sec 56)		R 1867.00	R 2242.00	R 2910.00	Add R 26.00 for each additional defendant
Part II - 03	Judgment		R 192.00*	R 514.00	R 839.00	R 1089.00 * Claim(s) ≤ R 10 000.00 Add R 26.00 for each additional defendant

Part II - 04	Notice in terms of Rule 12(2)			R 96.00	R 96.00	R 124.00					
Part II - 05	Notice in terms of Rule 54(3)(a)			R 96.00	R 96.00	R 124.00					
Part II - 06	Affidavit or certificate						Table A Part I - 8 & 11				
Part II - 07	Attending court for judgment or to obtain provisional sentence: a) Council not employed b) Council employed			R 242.00 R 96.00	R 302.00 R 115.00	R 391.00 R 152.00					
Part II - 08	Registered Letter of Demand in terms of Sec 57(1) or (3) or Sec 58(2), including copies			R 63.00	R 63.00	R 83.00					
Part II - 09	Sec 57: Admission of liability and undertaking to pay debt in instalments or otherwise			R 161.00	R 161.00	R 209.00					
Part II - 10	Sec 58: Consent to judgment or to judgment and an order to pay debt in instalments			R 161.00	R 161.00	R 209.00					
TABLE A PART III - DEFENDED ACTIONS AND INTERPLEADER PROCEEDINGS:											
Part III - 01	Taking instructions to sue, defend, counterclaim, or defend a counterclaim, perusal of documents, consideration of merits and all consultations to issue summons			R 1075.00	R 1347.00	R 1685.00					
Part III - 02	Summons			R 565.00	R 677.00	R 877.00	Add R 26.00 for each additional defendant				
Part III - 2A	Particulars of Claim or Declaration			R 565.00	R 677.00	R 877.00	Add R 26.00 for each additional defendant				
Part III - 03	Appearance			R 68.00	R 84.00	R 109.00					
Part III - 04	Notice under Rules 12(2) and 21B(2)			R 68.00	R 84.00	R 109.00					
DESCRIPTION							UNIT	SCALE B	SCALE C	SCALE D	SPECIAL NOTE
TABLE A PART III - DEFENDED ACTIONS AND INTERPLEADER PROCEEDINGS (CONTINUE):											
Part III - 05	Plea			R 565.00	R 677.00	R 877.00					
Part III - 06	Claim in reconvention			R 565.00	R 677.00	R 877.00					
Part III - 07	Reply			R 565.00	R 677.00	R 877.00	Add R 26.00 for each additional defendant				
Part III - 08	Drawing up of all documents not specifically mentioned						Table A Part I - 8 & 11				
Part III - 09	Production of documents for inspection or inspecting documents	Per 15 min*		R 242.00	R 302.00	R 391.00					
Part III - 10A	Pagination and indexing of pleadings	Per 15 min*		R 161.00	R 198.00	R 255.00	Also for Table A Part IV				
Part III - 11	Recording of statements by witnesses	Per 15 min*		R 242.00	R 302.00	R 391.00					
Part III - 12	Notice of trial or reinstatement			R 68.00	R 84.00	R 110.00					
Part III - 13	Preparing for trial (if counsel is not employed)			R 1833.00	R 2200.00	R 2857.00					
Part III - 14	Attendance at settlement negotiations	Per 15 min*		R 242.00	R 302.00	R 391.00					
Part III - 14A	Drawing up heads of argument	Per 15 min*		R242.00	R 302.00	R 391.00	Also for Table A Part IV				

Part III - 15	Attending court during trial, on-the-spot inspection, postponement, or examination on commission:						
	a) If counsel is not employed	Per 15 min*		R 242.00	R 302.00	R 391.00	
	b) If counsel is employed	Per 15 min*		R 96.00	R 115.00	R 152.00	
Part III - 16	Attending pre-trial conference	Per 15 min*		R 242.00	R 302.00	R 391.00	
Part III - 17	Attending court to hear reserved judgment	Per 15 min*		R 49.00	R 59.00	R 78.00	
Part III - 18	Correspondence:						
	a) Letter	Per page		R 97.00	R 115.00	R 145.00	
	b) Letter received (perusal incl.)			R 38.00	R 49.00	R 61.00	
Part III - 19	Attendance, not otherwise provided for			R 38.00	R 49.00	R 61.00	
Part III - 20	Formal telephone call			R 38.00	R 49.00	R 61.00	
Part III - 21	Telephone consultation	Per 5 min*		R 68.00	R 84.00	R 110.00	Max Scale B - C: R 234.00 Max Scale D: R 302.00
Part III - 22	Consultation, not otherwise provided for	Per 15 min*		R 242.00	R 302.00	R 391.00	
Part III - 23	Refresher fee, in postponed or partly heard trial			R 1188.00	R 1423.00	R 1848.00	Addition to Table A Part III – 13
Part III - 24	Waiting time at court	Per 15 min*		R 162.00	R 198.00	R 255.00	
Part III - 25	Traveling time	Per 15 min*		R 162.00	R 198.00	R 255.00	
Part III - 26	Subsistence and traveling expenses						Rule 33 (9)

TABLE A PART IV - OTHER MATTERS:							
Part IV - 01	Instructions to make:						
	a) Application, to oppose or to show cause			R 407.00	R 484.00	R 630.00	
	b) Application for liquidation of CC, perusal of all documents and consideration of merits, and all necessary consultations			R 994.00	R 1192.00	R 1550.00	
Part IV - 02	Drawing up of all documents						Table A Part I - 8 & 11
Part IV - 03	Attending court hearing:						
	a) If counsel not employed	Per 15 min*		R 242.00	R 302.00	R 391.00	
	b) If counsel is employed (opposed)	Per 15 min*		R 96.00	R 118.00	R 152.00	
Part IV - 04	Preparation for:						
	a) Argument, when opposed			R 994.00	R 1192.00	R 1550.00	
	b) Trial where proceedings are referred to trial or oral evidence			R 994.00	R 1192.00	R 1550.00	
Part IV - 04A	Drawing up heads of arguments for opposed applications	Per 15 min*		R207.00	R260.00	R335.00	
Part IV - 05	Consultations and settlement negotiations (opposed)	Per 15 min*		R 242.00	R 302.00	R 391.00	
Part IV - 06	Taxation: Drawing up bill of costs			11.00%	11.00%	11.00%	Calculated on fees only
Part IV - 07	Taxation: Attending taxation						
	i) First R 10 000.00 or portion thereof ii) Second R 10 000.00 or portion thereof			11%	11%	11%	Calculated on total amount of the bill
	iii) Balance of the bill			6%	6%	6%	
				3%	3%	3%	
Part IV - 08	Taxation: Attending on review of taxation	Per 15 min*		R 242.00	R 242.00	R 242.00	
Part IV - 09	Taxation: Notice of review of taxation or service						Table A Part I - 8 & 11
Part IV - 10	Taxation: Affidavit						Table A Part I - 8 & 11
Part IV - 11	Execution: Drawing up						
	a) Warrant of execution, ejection, and delivery up of possession			R 162.00	R 162.00	R 162.00	
	b) Each reissue			R 68.00	R 68.00	R 68.00	

DESCRIPTION	UNIT	SCALE B	SCALE C	SCALE D	SPECIAL NOTE	
TABLE A	PART IV - OTHER MATTERS (CONTINUE):					
Part IV - 12	Execution: all work done relating to releasing immovable property attached		R 203.00	R 203.00	R 203.00	
Part IV - 13	Execution: all work done relating to sale in execution of immovable property only		R 515.00	R 515.00	R 515.00	Excl. conditions of sale and fees provided for
Part IV - 14	Execution: Drawing up a) Notice of sale: Rule 41(8), Rule 43(7)(b)(i), or conditions of sale in terms of Rule 43(8)(a)(i) b) All work done and papers and documents supplied to the sheriff regarding the sale of movable property		R 351.00	R 351.00	R 351.00	Table A Part I - 8 & 11
Part IV - 15	Execution: Security for restitution		R 135.00	R 135.00	R 135.00	
Part IV - 16	Counsel is employed: Instructions for exception or application		R 242.00	R 242.00	R 314.00	
Part IV - 17	Counsel is employed: Instructions on trial		R 309.00	R 309.00	R 388.00	
Part IV - 18	Counsel is employed: Drawing brief on exception or application					Table A Part I - 8 & 11
Part IV - 19	Counsel is employed: Drawing brief on trial					Table A Part I - 8 & 11
Part IV - 20	Counsel is employed: Attending consultation with counsel	Per 15 min*	R 100.00	R 100.00	R 127.00	
Part IV - 25	...					
Part IV - 26	Fees to Counsel: Drawing up pleadings		R 542.00	R 542.00	R 542.00	
Part IV - 27	Miscellaneous: Obtaining certified copy of judgment		R 121.00	R 121.00	R 121.00	
Part IV - 28	Miscellaneous: Obtaining payment in terms of Rule 18(4)		R 84.00	R 84.00	R 84.00	
Part IV - 29	Miscellaneous: Request for security in terms of Rule 62(1)					Table A Part I - 8 & 11
Part IV - 30	Miscellaneous: Furnishing security in terms of Rule 62(1)					Table A Part I - 8 & 11

DESCRIPTION	UNIT	FEE	SPECIAL NOTE
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TABLE B PART I - GENERAL PROVISIONS IN TERMS OF SEC 65:			
Part I - 03	Additional costs allowed: a) Necessary disbursements incurred during course of proceedings b) Collection commission on each instalment c) Disbursements incurred under Sec 72 d) Tracing disbursement (Minimum capital amount of debt: R9000.00)		10.00 % Maximum per instalment: R 615.00 Maximum per trace: R 514.00
Part I - 05	Table A Part IV 1 -5 is applicable to this section		
Part I - abc	Notice in terms of Sec 65a(1): a) Claim: R 0.00 - R 10 000.00 b) Claim: R 10 000.01 - R 50 000.00 c) Claim: R 50 000.01 +		R 1000.00 R 1187.00 R 1595.00
Part I - d	Warrant of arrest (Form 40A)		R 134.00
Part I - e	i) Emoluments attachment order (Form 38) ii) Reissue (Certificates included)		R 268.00 R 215.00
Part I - f	Application for costs on notice (Incl. appearance)		R 134.00
Part I - g	Obtaining a certified copy of judgment		R 134.00
Part I - h	Affidavit or certificate by judgment debtor or the judgment creditor's attorney		R 95.00
Part I - i	Registered letter in terms of Sec 65A(2), Sec 65E(6) or Sec 65J(2) by the creditor or the creditor's attorney		R 61.00
Part I - j	Rule 45(7) affidavit or affirmation by debtor		R 160.00
Part I - k	Request for an order under Sec 65		R 95.00
Part I - l	Attending postponed proceedings in terms of Sec 65E(3) or proceedings pursuant to the arrest of a judgment debtor, director or officer or pursuant to a Sec 65A(8)(b) notice		R 134.00
Part I - m	Subpoena: i) Drawing up ii) Attendance	Per page	R 97.00 R 28.00
Part I - n	i) Letter or telegram written or received, including a copy to retain ii) Attendance, not otherwise provided for Formal iii) telephone call	Per page Per call	R 97.00 R 38.00 R 38.00

TABLE B PART II - GENERAL PROVISIONS IN TERMS OF SEC 72:			
Part II - 02	Additional costs allowed: a) Disbursements incurred during course of proceedings b) Collection commission on each instalment d) Tracing disbursement (Minimum capital amount of debt: R 637.00)		10.00 % Maximum per instalment: R615.00 Maximum per trace: R514.00
Part II - ab	Application for Garnishee order: a) Claim: R 0.00 - R 200.00 b) Claim: R 200.01 +		R 203.00 R 433.00
Part II - c	Obtaining certified copy of a judgment		R 121.00
Part II - d	Application for an order of execution against the garnishee		R 121.00
Part II - e	Garnishee order (Form 39)		R 160.00

TABLE B PART III - GENERAL PROVISIONS IN TERMS OF SEC 74:			
Part III - ab	Additional costs allowed: a) Disbursements incurred during course of proceedings b) Collection commission on each instalment		

			10.00 %	Included in 12.5% ito Sec 74L(2)
Part III - 01	Instructions to apply for administration order, incl. perusal of summonses, demands etc. and ascertaining amount of assets and liabilities (incl. attendances and correspondence): a) Creditors: 1 to 10 b) Creditors: 11 to 20 c) Creditors: 21 +		R 242.00 R 339.00 R 540.00	
Part III - 02	Sec 74Q(1) Instruction for application, to oppose or granting administration order		R 192.00	
Part III - 03	Drawing up application for administration order or review thereof and affidavit, incl. annexures and attendances		R 337.00	Excl. attendance in court
Part III - 04	Copies for creditors: application, affidavit and annexures	Per page	R 8.00	
Part III - 05	Perusal of application and other documents served	Per page	R 37.00	Only attorney or opposing party
Part III - 06	Attending court: a) Postponement or setting aside, not occasioned by attorney or his or her client b) Any other hearing i) Creditors: 1 to 10 ii) Creditors: 11 +		R 91.00 R 192.00 R 362.00	
Part III - 07	Furnish information: referred to in Sec 74 m(a), to a creditor		R 26.00	
Part III - 08	Furnish copy: referred to in Sec 74, 74A(1), 74G(1), 74J or 65I(2)	Per page	R 8.00	
Part III - 09	Correspondences and attendances		R 40.00	

AMOUNT IN DISPUTE, APPARENT:

Scale A: Repealed

Scale B: R 0.01 - R 50 000.00

Scale C: R 50 000.01 - R 200 000.00

Scale D: R 200 000.01+ or matter in terms of Sec 29(1B)(a)

AMOUNT IN DISPUTE, NOT APPARENT:

Scale C: matter instituted in the Magistrates for a District

Scale D: matter instituted in the Regional Court for a Regional Division

PAGE: 250 written or printed words or figures or part thereof

FIGURES: 4 figures shall be reckoned as 1 word

TIME UNIT: Minutes or part thereof *

The following prices will be fixed as per Government Gazette Notice No 52750 effective from 4 July 2025. These prices will only be amended when a new Gazette is published.

High Court Fee Tariffs

R-70	DESCRIPTION	UNIT	GENERAL	ATTORNEY	CANDIDATE
A CONSULTATIONS, APPEARANCES, CONFERENCES, AND INSPECTIONS:					
A - 01	Consultation with a client and witnesses to institute or defend an action, for advice on evidence or commission, for obtaining an opinion or advocate's guidance in preparing pleadings, incl. exceptions, and to draft a petition or affidavit.	Per 15 min*			R 130.00
A - 02	Consultation to note, prosecute or defend an appeal	Per 15 min*			R 130.00
A - 03	Court attendance at proceedings in terms of Rule 37	Per 15 min*			
A - 04	Attendance to assist at a contested proceeding	Per 15 min*			R 130.00
A - 05	Conference with an advocate on pleadings, incl. exceptions and particulars to pleadings, applications, affidavits and testimony, and any other matter which the taxing officer may deem necessary	Per 15 min*			R 130.00
A - 06	Any other conference which the taxing officer may deem necessary	Per 15 min*			R 130.00
A - 07	Any inspection <i>in loco, in situ</i> , or otherwise	Per 15 min*			R 130.00
A - 08	Attending to give or take disclosure	Per 15 min*			R 130.00
A - 09	Inclusive fee for necessary consultations and discussions with a client, witness, other party or advocate not already provided for	Per 15 min*			R 130.00
A - 10	Appearance or performance by an attorney of any of the other functions of an advocate, in terms of Act No. 28 of 2014			Rule 69	
A - 11	Time spent traveling and waiting in respect of A-1 to A-9, plus a reasonable amount for necessary conveyance	Per 15 min*			R 130.00
B DRAFTING AND DRAWING: (INCLUSIVE TARIFF OF THE ORIGINAL ONLY: DRAWING-UP, CHECKING, TYPING, PRINTING, SCANNING, DELIVERY, POSTAGE, FILING)					
B - 01	Formal statement in a matrimonial matter, verifying affidavits, affidavits of service or other formal affidavits, index to brief, statements of witnesses, powers of attorney to sue or defend, formal documents and summonses, prescribed forms in the First Schedule of these Rules <i>Excluding: particulars of claim in an annexure to the summons</i>	Per page	R 168.00		
B - 02a	Instructions for an opinion, for an advocate's guidance in preparing pleadings, including further particulars and requests for same as well as exceptions	Per page	R 417.00		
B - 02b	Instruction to advocate in respect of all classes of pleadings	Per page	R 417.00		
B - 02c	An exception or affidavit, any notice, particulars of claim or annexure to the summons, opinion of the attorney or any other important document <i>Excluding: a formal notice</i>	Per page	R 417.00		
B - 03	Letters, including letters electronically transmitted	Per page	R 168.00		
C ATTENDANCE AND PERUSAL:					
C - 01	Attending the receipt, entry, perusing, considering, and filing of:				
C - 01a	Summons, affidavit, pleading, advocate's advice and drafts, report, important letter, notice or document	Per page	R 84.00		
C - 01b	Any formal letter, record stock sheet in voluntary surrenders, judgements or any material document not elsewhere specified	Per page	R 84.00		

C - 01c	Any plan or exhibit or other material document necessary for the conduct of the action	Per page	R 84.00		
C - 02	Sorting, arranging and paginating papers for pleadings, advice on evidence or brief on trial or appeal	Per 15 min*		R 417.00	R 130.00

D MISCELLANEOUS:					
D - 01	Making necessary copies, including photocopies, not already provided for in this tariff	Per A4 Page	R 7.00		
D - 02	Attending to arrange translation and thereafter to procure same	Per 15 min*		R 417.00	R 130.00
D - 03	Necessary telephone calls, excluding actual costs	Per 5 min*		R 140.00	R 43.00
D - 04	...				
D - 05	Testimony: Fair and reasonable charges and expenses which, in the opinion of the taxing officer, were duly incurred in the procurement of evidence and the attendance of witnesses whose witness fees have been allowed on taxation. Provided that the preparation fees of a witness shall not be allowed without an order of court or the consent of all interested parties.				
D - 06	Fees in sections A, B, C and D to increase in accordance with any cost order made in terms of Rule 67A(4)(a) and as allowed at taxation		15%		
D - 07	Uploading documents onto an online court portal (all inclusive tariff)	Per page	R 2.00		

R-70	DESCRIPTION	UNIT	GENERAL	ATTORNEY	CANDIDATE
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E BILL OF COSTS:					
E - 01	Drawing up, making necessary copies, and attending to settlement <i>(Calculated on Attorney's fees portion only)</i>		Minimum Fee: R 332.00	11.00%	
E - 02	Arranging and attending taxation: <i>(Calculated on the total amount of the bill)</i> i) First R 10 000.00 or portion thereof ii) Second R 10 000.00 or portion thereof iii) Balance of the bill		Minimum Fee: R 332.00	11.00% 6.00% 3.00%	

F EXECUTION:					
F - 01	Drafting, issue and execution of a warrant of execution and attendances in connection therewith, excluding sheriff fees (if not taxed)		R 828.00		
F - 02	Reissue		R 208.00		

PAGE: 250 written or printed words or figures or part thereof
FIGURES: 4 figures shall be reckoned as 1 word
TIME UNIT: Minutes or part thereof *

The following tables must be completed:

TABLE 1: MAGISTRATE’S COURT TARIFFS: SCALE B

DESCRIPTION	UNIT	YEAR 1 (Incl VAT)	YEAR 2 (Incl VAT)	YEAR 3 (Incl VAT)	SUM OF YEAR 1 – 3 (Incl VAT)
Fees to Counsel: Application					
Appearance in court for unopposed applications	Per 15 min*				
Appearance in court for opposed applications, includes preparation, consultation & appearance on same day	Per 15 min*				
Drawing up heads of argument for an opposed application	Per 15 min*				
For preparation prior to the day of argument, where opposed	Per 15 min*				
Fees to Counsel: Trail					
Appearance in court, including part heard and postponed trail matters (includes preparation, consultation and appearances on the same day)	Not applicable				
Drawing up heads of arguments for defended actions	Per 15 min*				
Preparations prior to day of trail	Not applicable				
If trail is postponed, settled or withdrawn on the day of the hearing or before the first day’s hearing, a reservation fee may be levied as follows:					

1. Not more than 2 days prior to day of Set down	Not applicable				
2. Between 3 and 7 days prior to day of set down	Not applicable				
3. More than 7 days prior to day of set down	Not applicable				
Fees to Counsel: Consultation					
Consultation	Per 15 min*				
Total Table 1: Scale B					

TABLE 2: MAGISTRATE’S COURT TARIFFS: SCALE C

DESCRIPTION	UNIT	YEAR 1 (Incl VAT)	YEAR 2 (Incl VAT)	YEAR 3 (Incl VAT)	SUM OF YEAR 1 – 3 (Incl VAT)
Fees to Counsel: Application					
Appearance in court for unopposed applications	Per 15 min*				
Appearance in court for opposed applications, includes preparation, consultation & appearance on same day	Per 15 min*				
Drawing up heads of argument for an opposed application	Per 15 min*				
For preparation prior to the day of argument, where opposed	Per 15 min*				
Fees to Counsel: Trail					
Appearance in court, including part heard and postponed trail matters (includes preparation, consultation and appearances on the same day)	Not applicable				
Drawing up heads of arguments for defended actions	Per 15 min*				
Preparations prior to day of trail	Not applicable				
If trail is postponed, settled or withdrawn on the day of the hearing or before the first day’s hearing, a reservation fee may be levied as follows:					

1. Not more than 2 days prior to day of Set down	Not applicable				
2. Between 3 and 7 days prior to day of set down	Not applicable				
3. More than 7 days prior to day of set down	Not applicable				
Fees to Counsel: Consultation					
Consultation	Per 15 min*				
Total Table 2: Scale C					

TABLE 3: MAGISTRATE’S COURT TARIFFS: SCALE D

DESCRIPTION	UNIT	YEAR 1 (Incl VAT)	YEAR 2 (Incl VAT)	YEAR 3 (Incl VAT)	SUM OF YEAR 1 – 3 (Incl VAT)
Fees to Counsel: Application					
Appearance in court for unopposed applications	Per 15 min*				
Appearance in court for opposed applications, includes preparation, consultation & appearance on same day	Per 15 min*				
Drawing up heads of argument for an opposed application	Per 15 min*				
For preparation prior to the day of argument, where opposed	Per 15 min*				
Fees to Counsel: Trail					
Appearance in court, including part heard and postponed trail matters (includes preparation, consultation and appearances on the same day)	Not applicable				
Drawing up heads of arguments for defended actions	Per 15 min*				
Preparations prior to day of trail	Not applicable				
If trail is postponed, settled or withdrawn on the day of the hearing or before the first day’s hearing, a reservation fee may be levied as follows:					

1. Not more than 2 days prior to day of Set down	Not applicable				
2. Between 3 and 7 days prior to day of set down	Not applicable				
3. More than 7 days prior to day of set down	Not applicable				
Fees to Counsel: Consultation					
Consultation	Per 15 min*				
Total Table 3: Scale D					

TABLE 4: HIGH COURT FEE TARIFFS: ATTORNEY

DESCRIPTION	UNIT	YEAR 1 (Incl VAT)	YEAR 2 (Incl VAT)	YEAR 3 (Incl VAT)	SUM OF YEAR 1 – 3 (Incl VAT)
Fees to Counsel: Consultations, Appearances, Conferences and Inspections					
Consultation with a client and witnesses to institute or defend an action, for advice on evidence or commission, for obtaining an opinion or advocate’s guidance in preparing pleadings, incl. exceptions, and to draft a petition or affidavit.	Per 15 min*				
Consultation to note, prosecute or defend an appeal	Per 15 min*				
Court attendance at proceedings in terms of Rule 37	Per 15 min*				
Attendance to assist at a contested proceeding	Per 15 min*				
Conference with an advocate on pleadings, incl. exceptions and particulars to pleadings, applications, affidavits and testimony, and any other matter which the taxing officer may deem necessary	Per 15 min*				
Any other conference which the taxing officer may deem necessary	Per 15 min*				
Any inspection in loco, in situ, or otherwise	Per 15 min*				
Attending to give or take disclosure	Per 15 min*				
Inclusive fee for necessary consultations and discussions with a client, witness, other party or	Per 15 min*				

advocate not already provided for					
Time spent traveling and waiting in respect of above, plus a reasonable amount for necessary conveyance	Per 15 min*				
Total Table 4: Attorney					

TABLE 5: COMBINED TOTALS TO CALCULATE BID PRICE

DESCRIPTION	YEAR 1 (Incl VAT)	YEAR 2 (Incl VAT)	YEAR 3 (Incl VAT)	SUM OF YEAR 1 – 3 (Incl VAT)
Total Table 1: Scale B				
Total Table 2: Scale C				
Total Table 3: Scale D				
Total Table 4: Attorney				
TOTAL BID PRICE (SUM OF TABLES 1 – 4)				

Time Unit: Minutes or part thereof *

- Please note:**
- 1. Traveling allowances if court is held more than 30 km from the nearest division will be paid according to SARS Tariffs.**
 - 2. Any other rate not included in the above will be discussed and approved ONLY by the Accounting Officer / Municipal Manager.**

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

Signature of Bidder

Witnesses: 1.....

2.....

DAWID KRUIPER MUNICIPALITY

SECTION "E"

FORMS TO BE COMPLETED

**PART A
INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE DAWID KRUIPER MUNICIPALITY					
BID NUMBER:	TN035/2026	CLOSING DATE:	07 August 2026	CLOSING TIME:	14h00
DESCRIPTION	APPOINTMENT OF ATTORNEY TO RENDER LEGAL SERVICES FOR A PERIOD OF THIRTY-SIX (36) MONTHS ON AN AD-HOC BASIS				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).					

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

DAWID KRUIPER MUNICIPALITY
CIVIC CENTRE
MUTUAL STREET
UPINGTON
8800

SUPPLIER INFORMATION

NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
TAX COMPLIANCE STATUS	TCS PIN:		OR	CSD No:	

<u>ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?</u>	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	<u>ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?</u>	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3]
---	--	--	--

TOTAL NUMBER OF ITEMS OFFERED		TOTAL BID PRICE	R
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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	Supply Management Chain	CONTACT PERSON	Toensie Louw / Ruan Strauss
CONTACT PERSON	Mary Marabi	TELEPHONE NUMBER	054-338-7095 / 054-338-7025
TELEPHONE NUMBER	054-338-7436	FACSIMILE NUMBER	
E-MAIL ADDRESS	mary.marabi@dkm.gov.za	E-MAIL ADDRESS	judith.louw@dkm.gov.za / ruaan.strauss@dkm.gov.za

**PART B
TERMS AND CONDITIONS FOR BIDDING**

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

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

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

DATE:



DECLARATION OF INTEREST

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

- 3.1 Full Name of bidder or his or her representative:.....
- 3.2 Identity Number:
- 3.3 Position occupied in the Company (director, trustee, 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

.....
.....

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

.....
.....

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

.....
.....

3.12 Are any of the company’s directors, trustees, managers, principle shareholders or stakeholders in service of the state? YES / NO
3.12.1 If yes, furnish particulars.

.....
.....

3.13 Are any spouse, child or parent of the company’s director’s trustees, managers, principle shareholders or stakeholders in service of the state? YES / NO
3.13.1 If yes, furnish particulars.

.....
.....

3.14 Do you or any of the directors, trustees, managers, principle shareholders, 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:

.....
.....

MBD 4

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

Full Name	Identity Number	State Employee Number

.....
Signature

.....
Date

.....
Capacity

.....
Name of Bidder

.....
Position

.....
Name of Bidder

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

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

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

1. GENERAL CONDITIONS

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

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

To be completed by the organ of state

(delete whichever is not applicable for this tender).

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

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

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

To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

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

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

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

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

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

Where

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

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

3.2.1. POINTS AWARDED FOR PRICE

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

$$Ps = 80 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right) \text{ or } Ps = 90 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)$$

Where

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

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

Locality	Points (80/20)
Within the boundaries of Dawid Kruiper Municipality	20
Within the boundaries of the Northern Cape	16
Within the boundaries of South Africa	10
Outside the boundaries of South Africa	0

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

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

Locality points claimed: = (maximum of 10points)

DECLARATION WITH REGARD TO COMPANY/FIRM

- 4.3. Name of company/firm.....
- 4.4. Company registration number:
- 4.5. TYPE OF COMPANY/ FIRM
- Partnership/Joint Venture / Consortium
 - One-person business/sole propriety
 - Close corporation
 - Public Company
 - Personal Liability Company
 - (Pty) Limited
 - Non-Profit Company
 - State Owned Company
- [TICK APPLICABLE BOX]

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

.....

SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME:

DATE:

ADDRESS:

.....

.....



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?</p> <p>(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)?</p> <p>The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		

Item	Question	Yes	No
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes <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:		

MBD 8

CERTIFICATION

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder



CERTIFICATE OF INDEPENDENT BID DETERMINATION

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

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

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

NOTICE

MBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

APPOINTMENT OF ATTORNEY TO RENDER LEGAL SERVICES FOR A PERIOD OF THIRTY-SIX (36) MONTHS ON AN AD-HOC BASIS

in response to the invitation for the bid made by:

DAWID KRUIPER MUNICIPALITY

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

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

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

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder



CONTRACT FORM - RENDERING OF SERVICES

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

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

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

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

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

2. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.

3. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.

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

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

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES	
1
2
DATE:

CONTRACT FORM - RENDERING OF SERVICES

PART 2 (TO BE FILLED IN BY THE PURCHASER)

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

<i>DESCRIPTION OF SERVICE</i>	PRICE (ALL APPLICABLE TAXES INCLUDED)	COMPLETION DATE	B-BBEE STATUS LEVEL OF CONTRIBUTION	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)

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

SIGNED AT ON

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

WITNESSES

1

2

DATE:

DAWID KRUIPER MUNICIPALITY

SECTION "F"

Annexures

Attach all annexures and documents to this page

1. CSD registration
2. Municipal account/ Valid Lease Agreement/Sworn Affidavit indicating reason to why lease agreement cannot be submitted
3. Proof of authority
4. Admission Certificates (Court Orders)
5. Valid Certificate of Good Standing
6. Valid Fidelity Fund Certificate
7. CV's for each individual of proposed project team including certified copies of qualifications (certification not older than 3 months) of personnel and their total years' experience post qualification received
8. Proof of similar work performed for other entities (reference letters with clients' letterhead will ONLY be accepted as proof of work performed)
9. Proof of Well-Established Law Firm – proof of Fidelity Fund Certificate issued to the law firm clearly indicating the date it was issued or CIPC Registration date.