

Mossel Bay Municipality

## TDR50/2024/2025

# APPOINTMENT OF CONVEYANCING, ADMINISTRATION OF DECEASED ESTATES, DEBT COLLECTION AND ADVICE/LITIGATION PANELS FOR MOSSEL BAY MUNICIPALITY

<b>CLOSING DATE: 31 JANUARY 2025</b>	<b>CLOSING TIME: 12h00</b>
<b>NAME OF BIDDER*</b>	
<b>ADDRESS*</b>	
<b>TELEPHONE NUMBER*</b>	
<b>CELLPHONE NUMBER*</b>	
<b>E-MAIL ADDRESS*</b>	
<b>CENTRAL SUPPLIER DATABASE REGISTRATION NR*</b>	
<b>B-BBEE LEVEL OF CONTRIBUTION*</b>	
<b>LOCALITY</b> <b>(Municipal Area/Province where Business is Located) *</b>	
<b>CIDB REGISTRATION NR* (if applicable)</b>	<b>N/A</b>
<b>TENDER AMOUNT (VAT included) *</b>	<b>Various pages</b>

(\* - TO BE COMPLETED BY BIDDER)

Prepared by:  
Mossel Bay Municipality  
PO Box 25  
Mossel Bay  
6500

## INDEX

<b>SECTION 1</b>		<b>PAGE</b>
1.1	INVITATION TO TENDER	3
1.2	TENDER CONDITIONS AND INFORMATION	4
1.3	GENERAL CONDITIONS OF CONTRACT	13
1.4	INFORMATION	19
<b>SECTION 2</b>		
2.1	CONVEYANCING	20
2.2	ADMINISTRATION OF DECEASED ESTATES	27
2.3	DEBT COLLECTION	31
2.4	ADVICE/LITIGATION	61
<b>SECTION 3</b>		
3.1	MBD1: BID FOR REQUIREMENTS OF THE MUNICIPALITY OF MOSSEL BAY	73
<b>SECTION 4</b>		
4.1	MBD4: DECLARATION OF INTEREST	76
4.2	MBD5: DECLARATION FOR PROCUREMENT ABOVE R10 MILLION	79
4.3	MBD6.1: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022	80
4.4	MUNICIPAL RATES AND TAXES	85
4.5	AUTHORISED SIGNATORY	86
4.6	MBD8: DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES	87
4.7	MBD9: CERTIFICATE OF INDEPENDENT BID DETERMINATION	89
<b>SECTION 5</b>	DECLARATION	92
<b>SECTION 6</b>	CONTRACT FORM	93
	RESOLUTION TAKEN BY BOARD OF DIRECTORS OF A JV	95

## SECTION 1.1: INVITATION TO TENDER

CLOSING TIME: 12:00

CLOSING DATE: 31 JANUARY 2025

### TDR50/2024/2025: APPOINTMENT OF CONVEYANCING, ADMINISTRATION OF DECEASED ESTATES, DEBT COLLECTION AND ADVICE/LITIGATION PANELS FOR MOSSEL BAY MUNICIPALITY

Tenders are invited from service providers for the appointment of conveyancing, administration of deceased estates, debt collection and advice/litigation panels for Mossel Bay Municipality for the period of three (3) years from 01 July 2025 to 30 June 2028.

Tenders must be submitted on the original documents and remain valid for ninety (90) days after the closing date of the tender. Enquiries pertaining to the specifications can be addressed to Ms Melanie Smit at telephone (044) 606-5125 or e-mail to [msmit@mosselbay.gov.za](mailto:msmit@mosselbay.gov.za). Enquiries pertaining to the completion of the documents can be addressed to Ms Juanita Schutte at telephone (044) 606-5198 or e-mail to [jschutte@mosselbay.gov.za](mailto:jschutte@mosselbay.gov.za).

A set of tender documents can be obtained at a non-refundable cost of R394.00 per set from Ms. Juanita Schutte who may be contacted at telephone (044) 606-5198 or e-mail at [jschutte@mosselbay.gov.za](mailto:jschutte@mosselbay.gov.za) OR it can be obtained on our website at [www.mosselbay.gov.za](http://www.mosselbay.gov.za) free of charge. If you require a hard copy of the tender document, payments must be made at the cashiers at the Mossel Bay Municipality's Main Building, 101 Marsh Street on the Lower Ground Floor (seaside) or EFT Banking details and Reference Nr can be obtained from [esnyders@mosselbay.gov.za](mailto:esnyders@mosselbay.gov.za), prior to collecting and proof of payment must be provided when collecting the tender document from the Supply Chain Management Offices, 101 Marsh Street, Mossel Bay.

Fully completed tender documents must be placed in a sealed envelope and placed in the **tender box at the Entrance of the Mossel Bay Town Hall, 101 Marsh Street, Mossel Bay by not later than 12h00 on Friday, 31 January 2025** or be posted to reach the **Tender Box, Mossel Bay Municipality, PO Box 25, Mossel Bay, 6500** before the specified closing date and time. The envelopes must be endorsed clearly with the number, title and closing date of the tender as above.

Bids will be pre-evaluated on the following functionality criteria and bids that score less than 80 out of 100 points will be considered as non-responsive:

Functionality criteria and weight for each panel except for Management of Deceased Estates (60 out of 80 points):

1. Experience of the bidder (Firm) in the field carrying a weight of 30 points.
2. Experience of the bidder (Firm) in the Local Government environment carrying a weight of maximum 20 points.
3. Experience of support staff carrying a weight of 20 points.
4. Experience of person(s) accountable dealing to Municipality carrying a weight of 30 points.

Responsive bids will be evaluated on the 80/20 or 90/10 Preference Points System. A maximum of 20 points (80/20 preference point system) or 10 points (90/10 preference point system) will be allocated for specific goals. 50% of the 20/10 points will be allocated in terms of a bidder's B-BBEE scorecard and other 50% of the 20/10 points will be for a bidder's locality.

The tender box will be emptied just after 12h00 on the closing date as above, hereafter all bids will be opened in public. Late tenders or tenders submitted by e-mail or fax will under no circumstances be accepted.

The Municipality reserves the right to withdraw any invitation to tender and/or to re-advertise or to reject any tender or to accept a part of it. The Municipality does not bind itself to accepting the lowest tender or award a contract to the bidder scoring the highest number of points.

It is expected of all Bidders who are not yet registered on the Central Supplier Database to register without delay on the prescribed form. The Municipality reserves the right not to award tenders to Bidders who are not registered on this Database.

**MR C PUREN  
MUNICIPAL MANAGER**

## SECTION 1.2: TENDER CONDITIONS AND INFORMATION

### 1.2.1 General and Special Conditions of Contract

The General Conditions of Contract (GCC) available on the National Treasury website <http://www.treasury.gov.za/divisions/ocpo/sc/GeneralConditions/> will be applicable to this tender as well as Special Conditions of Contract (SCC) (if applicable) forming part of this set of tender documents in addition to the conditions and information. Where the GCC and SCC are in conflict with one another, the stipulations of the SCC will prevail.

### 1.2.2 Acceptance or Rejection of a Tender

The Municipality reserves the right to withdraw any invitation to tender and/or to re-advertise or to reject any tender or to accept a part of it. The Municipality does not bind itself to accepting the lowest tender or the tender scoring the highest points.

### 1.2.3 Validity Period

Bids shall remain valid for one hundred and twenty (120) days after the tender closure date.

### 1.2.4 Cost of Tender Documents

A set of tender documents can be obtained at a non-refundable cost of R394.00 per set from Ms. Juanita Schutte who may be contacted at telephone (044) 606-5198 or e-mail at [jschutte@mosselbay.gov.za](mailto:jschutte@mosselbay.gov.za) **OR** it can be obtained on our website at [www.mosselbay.gov.za](http://www.mosselbay.gov.za) free of charge. If you require a hard copy of the tender document, payments must be made at the cashiers at the **Mossel Bay Municipality's Main Building, 101 Marsh Street on the Lower Ground Floor (seaside) or EFT (Banking details and Reference Nr can be obtained from [esnyders@mosselbay.gov.za](mailto:esnyders@mosselbay.gov.za))**, prior to collecting and proof of payment must be provided when collecting the tender document from the Supply Chain Management Offices, 101 Marsh Street, Mossel Bay.

### 1.2.5 Registration on the Central Supplier Database

It is expected of all prospective service providers who are not yet registered on the Central Supplier Database to register without delay on the prescribed form. The Municipality reserves the right not to award tenders to prospective suppliers who are not registered on this Database.

### 1.2.6 Completion of Tender Documents

- (a) The original tender document must be fully completed and originally signed in black ink and signed by the authorised signatory to validate the tender. Section 5: DECLARATION must be completed and signed by the authorised signatory and returned. Failure to do so will result in the disqualification of the tender and will not be evaluated.
- (b) Tender documents may not be retyped. Retyped documents will result in the disqualification of the tender and will not be evaluated.
- (c) The complete original tender document must be returned. Material pages that are omitted from the tender document may result in the disqualification of the tender and the bidder will not be evaluated. The Municipality reserves the right to request immaterial pages that were omitted.

- (d) No unauthorised alteration of this set of tender documents will be allowed. Any unauthorised alteration will disqualify the tender automatically. Any ambiguity has to be cleared with contact person for the tender before the tender closure.
- (e) The tender document as provided by the Municipality's Supply Chain Management Section will be the prevailing document in the event of an inconsistency between the completed submitted tender document by a bidder and the tender document provided by the Municipality.

## **1.2.7 Compulsory Documentation**

### **1.2.7.1 Tax Clearance Certificate**

- (a) A copy of a Tax Compliance Status Pin, printed from the South African Revenue Service (SARS) website, must accompany the bid documents. The onus is on the bidder to ensure that their tax matters with SARS are in order.
- (b) In the case of a Consortium/Joint Venture every member must submit a separate Tax Compliance Status Pin, printed from the SARS website, with the bid documents.
- (c) If a bid is not supported by a Tax Compliance Status Pin as an attachment to the bid documents, the Municipality reserves the right to obtain such documents after the closing date to verify that the bidder's tax matters are in order. If no such document can be obtained within a period as specified by the Municipality, the bid will be disqualified.
- (d) The Tax Compliance Status Pin will be verified by the Municipality on the SARS website.

## **1.2.8 Other Documentation**

### **1.2.8.1 Construction Industry Development Board (CIDB) (If applicable)**

- (a) When applicable, the bidder's CIDB registration number must be included with the tender. The Municipality will verify the bidder's CIDB registration during the evaluation process.
- (b) A bidder will be non-responsive, if the CIDB status of the bidder indicates suspended or inactive or deregistered on the day of evaluation.

### **1.2.8.2 Municipal Rates, Taxes and Charges**

- (a) A copy of the bidder's and those of its director's/members municipal accounts (for the Municipality where the bidder and its director's/members pay their account) for the month preceding the tender closure date must accompany the tender documents. If such a copy does not accompany the bid document of the successful bidder, the Municipality reserves the right to obtain such documents after the closing date to verify that their municipal accounts are in order.
- (b) Any bidder which is or whose directors are in arrears with their municipal rates and taxes or municipal charges due to any Municipality or any of its entities for more than three months and have not made an arrangement for settlement of same before the bid closure date will be unsuccessful. The arrangement for settlement for the outstanding amount (which were done before the closing date of the bid), must also be submitted with the tender document.
- (c) If a bidder and its director's/members rent their premises, the current lease agreement must be submitted with the tender document, which indicates that the rental includes their municipal rates

and taxes. If the lease agreement indicates that the bidder or its director's/members are responsible to pay the municipal rates and taxes, the Municipal Account of the leased premises indicated must also be submitted.

- (d) If a bidder and its director's/members, do not own any property, they must submit the following:
  - (i) Affidavit from the bidder and its director's/members, that they do not own any property;
  - (ii) Affidavit from the owner of the property where business is situated/director's/members reside, that the bidder and its director's/members are not liable for the municipal rates and taxes.
- (e) If a bidder or its director's/members, lives outside of South Africa, an affidavit by the Company must be submitted.

### 1.2.9 Authorised Signatory

- (a) A copy of the recorded Resolution taken by the Board of Directors, members, partners or trustees authorising the representative to submit this bid on the bidder's behalf must be attached to the Bid Document on submission of same.
- (b) A bid shall be eligible for consideration only if it bears the signature of the bidder or of some person duly and lawfully authorised to sign it for and on behalf of the bidder.
- (c) If such a copy of the Resolution does not accompany the bid document of the successful bidder, the Municipality reserves the right to obtain such document after the closing date to verify that the signatory is in order. If no such document can be obtained within a period as specified by the Municipality, the bid will be disqualified and will not be evaluated.
- (d) If a bidder is a sole proprietor, no such documentation is required, provided that the document was completed and signed by the owner.

### 1.2.10 Site / Information Meetings

- (a) Site or information meetings, if specified (in the advert), are **compulsory**. Bids will not be accepted from bidders who have not attended the compulsory site or information or online briefing meetings. Bidders that arrive or log in 15 minutes or more after the advertised time the meeting starts will not be allowed to attend the meeting or to sign the attendance register. If a bidder is delayed/have connection problems, he/she must inform the contact person before the meeting commence and will only be allowed to attend the meeting if the chairperson of the meeting as well as all the other bidders attending the meeting, give permission to do so.
- (b) All bidders, including **ALL THE PARTNERS OF A JOINT VENTURE** must attend the compulsory site or information or online briefing meeting.

### 1.2.11 Samples

Samples, if requested, are to be provided to the Municipality with the tender document or as stipulated.

### 1.2.12 Quantities of Specific Items

If tenders are called for a specific number of items, the Municipality reserves the right to change the number

of such items to be higher/more or lower/less. If the successful bidder does not accept the new scenario, it will be offered to the second-placed bidder.

#### **1.2.13 Submission of Tender**

(a) The tender must be placed in a sealed envelope, or envelopes when the two-envelope system is specified, clearly marked with the tender number, title as well as closing date and time and placed in the **tender box at the Entrance of the Mossel Bay Town Hall, 101 Marsh Street, Mossel Bay Municipality by not later than 12h00 on Friday, 31 January 2025.**

OR

(b) be posted to reach the **Tender Box, Mossel Bay Municipality, PO Box 25, Mossel Bay, 6500** before the specified closing date and time.

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

#### **1.2.14 Expenses Incurred in Preparation of Tender**

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

#### **1.2.15 Contact with Municipality after Tender Closure Date**

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

#### **1.2.16 Opening, Recording and Publications of Tenders Received**

(a) Tenders will be opened on the closing date immediately after the closing time specified in the tender documents. If requested by any bidder present, the names of the bidders, and if practical, the total amount of each bid and of any alternative offers will be read out aloud.

(b) Details of tenders received in time will be recorded in a register which is open to public inspection.

#### **1.2.17 Evaluation of Tenders**

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

#### **1.2.18 Procurement Policy**

Bids will be awarded in accordance with the Preferential Procurement Regulations, 2007 pertaining to the Preferential Procurement Policy Framework Act, No 5 of 2000 and its amendments as well as the Municipality's Supply Chain Management and the current Municipal Preferential Procurement Policy.

### **1.2.19 Contract**

The successful bidder will be expected to sign the agreement in Section 6 of this bid document. The signing of both Parts of Section 6 of this bid document signifies the conclusion of the contract. The Municipality, at its discretion, may request the signing of an additional Service Level Agreement which, together with the signed tender document, will constitute the full agreement between the Municipality and the successful bidder.

### **1.2.20 Subcontracting**

- (a) The Contractor shall not subcontract the whole of the Contract.
- (b) Except where otherwise provided by the Contract, the Contractor shall not subcontract any part of the Contract without the prior written consent of the Municipality, which consent shall not be unreasonably withheld.
- (c) The contractual relationship between the Contractor and any subcontractors selected by the Contractor in consultation with the Municipality in accordance with the requirements of and a procedure contained within the Scope of Work, shall be the same as if the Contractor had appointed the subcontractor in terms of paragraph (b) above.
- (d) Any consent granted in accordance with paragraph (b) or appointment of a subcontractor in accordance with paragraph (c) shall not imply a contract between the Municipality and the subcontractor, or a responsibility or liability on the part of the Municipality to the subcontractor and shall not relieve the Contractor from any liability or obligation under the Contract and he shall be liable for the acts, defaults and neglects of any subcontractor, his agents or employees as fully as if they were the acts, defaults or neglects of the Contractor, his agents or employees.
- (e) The Contractor shall not be required to obtain such consent for –
  - (i) the provision of labour, or
  - (ii) the purchase of materials which are in accordance with the Contract, or
  - (iii) the purchase or hire of Construction Equipment.

### **1.2.21 Language of Contract**

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

### **1.2.22 Extension of Contract**

The Municipality reserves the right to negotiate the extension or expansion of a contract with the successful bidder should additional funds become available. This prescribed process in terms of legislation must be followed prior to any agreement being concluded and the vesting of any rights.

### **1.2.23 Stamp and Other Duties**

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



### 1.2.24 Wrong Information Furnished

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

### 1.2.25 Past Practices

- (a) The bid of any bidder may be rejected if that bidder or any of its directors have abused the municipality's supply chain management system or committed any improper conduct in relation to such system.
- (b) The bid of any bidder may be rejected if it is or has been found that that bidder or any of its directors influenced or tried to influence any official or councillor with this or any past tender.
- (c) The bid of any bidder may be rejected if it is or has been found that that bidder or any of its directors offered, promised or granted any official or any of his/her close family members, partners or associates any reward, gift, favour, hospitality or any other benefit in any improper way, with this or any past tender.

### 1.2.26 DOCUMENTATION REQUIRED TO CLAIM POINTS FOR SPECIFIC GOALS

#### 1.2.26.1 Proof of B-BBEE Status Level of Contributor:

- (a) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice; or
- (b) Any other requirement prescribed in terms of the Broad-Based Black Economic Empowerment Act, as indicated below:

- **If the certificate was issued by a verification agency the following must be on the face of the certificate:**

SANAS logo, unique BVA number, must be an original certificate or certified copy of the original, the name and physical location of the bidder, the registration number and, where applicable, the VAT number of the bidder, the date of issue and date of expiry of the certificate, the certificate number for identification and reference, the scorecard that was used (for example EME, QSE or Generic), the name and / or logo of the Verification Agency, the certificate must be signed by the authorized person from the Verification Agency and the B-BBEE Status Level of Contribution obtained by the bidder.

- **If certificate was issued by an Auditor/ Accounting Officers:**

The Accounting Officer's or Registered Auditor's letter head with full contact details, the Accounting Officer's or Registered Auditor's practice numbers, the name and the physical location of the bidder, the registration number and, where applicable, the VAT number of the bidder, the date of issue and date of expiry, the B-BBEE Status Level of Contribution obtained by the measured entity, the total black shareholding and total black female shareholding, the B-BBEE Status Level of Contribution obtained by the bidder and must be an original certificate or certified copy of the original.

- **If the certificate was issued by registered auditors approved by IRBA**

Clearly identify the B-BBEE approved registered auditor by the auditor's individual registration number with IRBA and the auditor's logo, clearly record an approved B-BBEE Verification Certificate identification reference in the format required by the SASAE, reflect relevant information regarding the identity and location of the measured entity, identify the Codes of Good Practice or relevant Sector Codes applied in the determination of the scores, record the weighting points (scores) attained by the measured entity for each scorecard element, where applicable, and the measured entity's overall B-BBEE Status Level of Contribution, reflect that the B-BBEE Verification Certificate and accompanying assurance report issued to the measured entity is valid for 12 months from the date of issuance and reflect both the issuance and expiry date, and the B-BBEE Status Level of Contribution obtained by the bidder and must be an original certificate or certified copy of the original.

#### 1.2.26.2 Proof of Locality in a Specific Province, Region and Municipal Area

- (a) Points for specific goals to promote suppliers or service providers located in a province, district or municipal area / (hereafter referred to as locality).
- (b) Each tender must specify in the invitation to tender that a maximum of 50% of the 20/10 points will be allocated to promote the specific goal of locality.
- (c) Only one of the points as set out below that best describes the enterprise's locality may be awarded if applicable.

No	Requirement	Points for enterprises within Mossel Bay municipal area	Points for enterprises within Garden Route District region	Points for enterprises within the Western Cape Province and other Provinces
1	Procurement under the 80/20 preference points system where the supplier or service provider is located in:	10	6	4
2	Procurement under the 90/10 preference points system where the supplier or service provider is located in:	5	3	2

- (d) Bidders must submit one of the following in order to receive points for the abovementioned criterion.

- (i) Municipal Account of bidder's address as indicated in bid document;
- (ii) If the address as indicated in bid document is not in the name of the bidder, the latest lease agreement for this address or sworn affidavit from the registered owner of the property stating occupancy by the bidder is required.
- (iii) The business address of the bidder as indicated in the MBD6.1 of the bid document as the business premises should be established/leased prior to the advertisement date.
- (iv) Only fully operational business premises will be accepted. All vacant erven, storage units and postal addresses do not qualify as a business premises.

#### 1.2.28 Letter of Good Standing from the Commissioner of Compensation

- (a) A valid AND relevant Letter of Good Standing from the Compensation Commissioner or a copy thereof, must accompany the bid documents.

- (b) In the case of a Consortium/Joint Venture every member must submit a separate valid AND relevant Letter of Good Standing from the Compensation Commissioner or a copy thereof with the bid documents.
- (c) If a bid is not supported by a valid AND relevant Letter of Good Standing from the Compensation Commissioner or a copy thereof, as an attachment to the bid documents, the Municipality reserves the right to obtain such document after the closing date. If no such document can be obtained within a period as specified by the Municipality, the bid will be disqualified.
- (d) If a bid is accompanied by proof of application for valid AND relevant Letter of Good Standing from the Compensation Commissioner, the original or copy thereof must be submitted on/or before the final date of award.
- (e) Should a bidder's Letter of Good Standing from the Compensation Commissioner expire during the contract period, a valid AND relevant certificate must be submitted within an agreed upon time.
- (f) The right is reserved to not award a tender if a valid AND relevant Letter of Good Standing from the Compensation Commissioner or a certified copy thereof is not submitted within the requested time.

#### **1.2.29 Negotiations**

Should the tender prices be higher than the available funds of the client, the client reserves the right to negotiate with the successful bidder to limit the work in accordance with the tender specifications in order not to exceed the available budget. These negotiations can be done prior or after the final award.

#### **1.2.30 Joint Ventures**

The Joint venture agreement must be submitted as part of the bid documents;

- (a) No amendments to Joint venture agreement may be made without the prior approval of the Municipality; if not accepted by the Municipality and the Joint venture continue without approval the Joint venture contract can be cancelled as if poor performance had taken place;
- (b) Joint venture will only qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits, together with the submission of the bid, their B-BBEE status level certificate issued in the name of the Joint venture.
- (c) Joint venture will only qualify for points for Locality as a legal entity, provided that the entity submits the address of the Lead Partner as per the Joint Venture agreement.
- (d) If the joint venture division is 50/50 the points will be allocated according to the closest address.
- (e) All members of the Joint venture must submit, with the bid documents:
  - a valid SARS tax pin, individually;
  - an agreement that clearly provides clarity of Profit and liability sharing; and
  - a resolution taken by the board of directors of the Joint venture and other information that agrees with the Joint venture agreement as detailed on pages 96-98.
- (f) For the evaluation of functionality regarding a Joint venture refer to the functionality section.

### **1.2.31 Enquiries**

Enquiries in connection with this tender, prior to the tender closure date, may be addressed to Ms Melanie Smit at telephone (044) 606-5125 or e-mail to [msmit@mosselbay.gov.za](mailto:msmit@mosselbay.gov.za)  
oooOOOooo

## 1.3 GENERAL CONDITIONS OF CONTRACT

### 1. Definitions

1. The following terms shall be interpreted as indicated:

- 1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
- 1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
- 1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
- 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- 1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 1.7 "Day" means calendar day.
- 1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.
- 1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.
- 1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the goods are so delivered and a valid receipt is obtained.
- 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
- 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.
- 1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.25 "Supplier" means the successful bidder who is awarded the contract to maintain and administer the required and specified service(s) to the State.
- 1.26 "Tort" means in breach of contract.
- 1.27 "Turnkey" means a procurement process where one service provider assumes total responsibility for all aspects of the project and delivers the full end product / service required by the contract.
- 1.28 "Written" or "in writing" means hand-written in ink or any form of electronic or mechanical writing.

## **2. Application**

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

## **3. General**

- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 Invitations to bid are usually published in locally distributed news media and on the municipality/municipal entity 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.
- 5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

## **6. Patent Rights**

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

## **7. Performance security**

- 7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms: (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.

## **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.
- 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.
- 14. Spare parts**
- 14.1 As specified, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:
- (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: (i) advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.
- 15. Warranty**
- 15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
- 15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise.
- 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.
- 16. Payment**
- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract.

- 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4 Payment will be made in Rand unless otherwise stipulated.
- 17. Prices**
- 17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized or in the purchaser's request for bid validity extension, as the case may be.
- 18. Variation orders**
- 18.1 In cases where the estimated value of the envisaged changes in purchase does not vary more than 15% of the total value of the original contract, the contractor may be instructed to deliver the goods or render the services as such. In cases of measurable quantities, the contractor may be approached to reduce the unit price, and such offers may be accepted provided that there is no escalation in price.
- 19. Assignment**
- 19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.
- 20. Subcontracts**
- 20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.
- 21. Delays in the supplier's performance**
- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the goods are required, or the supplier's services are not readily available.
- 21.4 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 22.2 without the application of penalties.
- 21.5 Upon any delay beyond the delivery period in the case of a goods contract, the purchaser shall, without cancelling the contract, be entitled to purchase goods of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.
- 22. Penalties**
- 22.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.



## **23. Termination for default**

- 23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:  
(a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2; (b) if the supplier fails to perform any other obligation(s) under the contract; or (c) if the supplier, in the judgement of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner, as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.
- 23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.
- 23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the supplier as having no objection and proceed with the restriction.
- 23.5 Any restriction imposed on any person by the purchaser will, at the discretion of the purchaser, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the purchaser actively associated.
- 23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:  
(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

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

## **25. Force Majeure**

- 25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure. 25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

## **26. Termination for insolvency**

- 26.1 The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the purchaser.

## **27. Settlement of Disputes**

- 27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4 Notwithstanding any reference to mediation and/or court proceedings herein, (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.

**28. Limitation of Liability**

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

**29. Governing language**

29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.

**30. Applicable law**

30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified.

**31. Notices**

31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice.

31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

**32. Taxes and duties**

32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.

32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.

32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid SARS must have certified that the tax matters of the preferred bidder are in order.

32.4 No contract shall be concluded with any bidder whose municipal rates and taxes and municipal services charges are in arrears.

**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.

## **SECTION 1.4: INFORMATION**

### **1.4.1 BACKGROUND**

Valid for three (3) financial years 2025/2026, 2026/2027 and 2027/2028

The Municipality reserves the right to appoint any other service provider and is not bound by the legal panels as appointed in terms of this tender should specialist services be required not provided for in this tender document, if a conflict of interest necessitates the appointment of another service provider or where the Municipality deems it in the best interest of the Municipality to do so.

### **1.4.2 PANELS**

**This tender is divided and will be awarded in four (4) panels and will be evaluated and awarded separately namely:**

**A: Conveyancing,**

**B: Administration of Deceased Estates,**

**C: Debt Collection; and**

**D: Advice/Litigation with specialist areas.**

**Bidders are required to tender for each panel they wish to provide services for.**

## SECTION 2.1: CONVEYANCING

### 2.1.1 SPECIAL CONDITIONS OF CONTRACT

- 2.1.1.1 The successful bidder will be required to certify that each and every invoice submitted for payment has been invoiced in terms of this tender. Notwithstanding other provisions of this tender the Municipality reserves the right to terminate this agreement with the successful bidder should this not be adhered to. The Municipality reserves the right to query invoices, the items thereon and charges, therefore. The Municipality may request that the bidder have the invoices taxed. The bidder must submit an all-inclusive account as per the pricing schedule. No charges or expenses will be paid for drawing up of invoices either by way of percentage or time spent.
- 2.1.1.2 Only invoices must be submitted to the Municipality and not "Statements of Account" when invoicing. A Statement may be submitted at the end of each month referring to the relevant invoices delivered.
- 2.1.1.3 A valid letter of good standing from the Legal Practice Council may be requested by the Municipality, taking into consideration the provision of the Legal Practice Act, No. 28 of 2014 as amended.
- 2.1.1.4 A valid fidelity fund certificate must be submitted for the bidder with the bid, taking into consideration the provisions of the Legal Practice Council or Legal Practice Act, No. 28 of 2014 as amended. **Failure to submit this certificate with the tender document may be seen as submitting a non-responsive bid.**
- 2.1.1.5 The bidder must establish or have an operational office in the Mossel Bay Municipal area or within 60km from the Main Municipal Building, 101 Marsh Street, Mossel Bay to the satisfaction of the Municipality. Should the bidder not establish or maintain an operational office after award of the bid no instruction will be given until such time that proof of an office has been provided to the satisfaction of the Municipality. The Municipality reserves the right to terminate the attorney's mandate in instances of non-compliance with this tender requirement.
- 2.1.1.6 The person indicated in this tender as being accountable to the Municipality, must be an admitted Conveyancer and he/she as well as the support staff must be stationed in the office as per section 2.1.1.5 above.
- 2.1.1.7 The bidder must be a registered conveyancer and must submit a certified copy of his/her admission as a Conveyancer with the tender. The Municipality reserves the right to request this Certificate if not submitted with the tender.

### 2.1.2 FUNCTIONALITY

- (a) Tenders will be evaluated on the functionality criteria as set out below. Bidders that score less than 80 out of 100 points, for each of the areas and 60 out of 80 points for Management of Deceased Estates, for functionality will be regarded as non-responsive and will not be evaluated on price, B-BBEE and Locality. Unclear, vague, fragmented, or incomplete information provided will result in no points being allocated.
- (b) Bidders must ensure that relevant information is submitted. If information is not submitted or referred to as an attachment, no points will be awarded.
- (c) No information or documentary proof, relating to the tender functionality, will be requested after closure of the tender, except as otherwise indicated.
- (d) If the required information and/or documentary proof for functionality is not submitted with the tender document **NO POINTS WILL BE AWARDED.**
- e) A detailed Profile of the Bidder Firm and motivation for placement on the panel must be submitted with the tender as well as the number of years that the firm has been in existence.

- f) Extensive Curriculum Vitae of Partner, Director, Attorney or Consultant who will be accountable/ dealing with the Municipality, including details pertaining to previous Local Government experience.
- g) The relevant criteria must be completed for the areas as indicated.
- h) The bidder will be awarded points according to criteria to a maximum as indicated below:

<b>SCORING CARD</b>		
	<b>CRITERIA</b>	<b>MAXIMUM POINTS AWARDED</b>
1.	Experience of the bidder in the field: (a) > than 10 years (b) 5 to 9 years, 11 months (c) 3 to 4 years, 11 months (d) Less than 3 years	<b><u>30</u></b> 30 25 20 15
2	Experience of the bidder in the Local Government environment (a) > than 10 years (b) 5 to 9 years, 11 months (c) 3 to 4 years, 11 months (d) Less than 3 years	<b><u>20</u></b> 20 15 10 5
3.	Experience of support staff (a) > than 10 years (b) 5 to 9 years, 11 months (c) 3 to 4 years, 11 months (d) Less than 3 years	<b><u>20</u></b> 20 15 10 5
4.	Experience of person(s) accountable to/ dealing with, the Municipality (a) > than 10 years (b) 5 to 9 years, 11 months (c) 3 to 4 years, 11 months (d) Less than 3 years	<b><u>30</u></b> 30 25 20 15

- i) Should any person nominated as being accountable in terms of this tender leave the Bidder's employ or becomes incapable to render services. The Bidder must replace such person with a person of similar/ equivalent or greater experience prior to such person leaving. The Bidder must inform the Municipality of the new nominee and provide adequate proof to the Municipality's satisfaction within seven (7) days of replacing the person. In this event the Municipality reserves the right to terminate the Bidder's mandate should the replacement not be acceptable or take place within seven (7) days.
- j) ***Failure to submit the proposals according to the abovementioned instructions may result in the bidder submitting a non-responsive tender.***

- k) The following must be completed comprehensively and substantiated by supporting documents. Please indicate the page/Annexure number where the supporting documents have been attached.

<b>CONVEYANCING</b>		
	<b>CRITERIA</b>	<b>Motivation by Bidder - <u>Specify page number of annexures</u></b>
1.	Experience of the bidder in the field: (a) > than 10 years (b) 5 to 9 years, 11 months (c) 3 to 4 years, 11 months (d) Less than 3 years	
2	Experience of the bidder in the Local Government environment (a) > than 10 years (b) 5 to 9 years, 11 months (c) 3 to 4 years, 11 months (d) Less than 3 years	
3	Experience of support staff (a) > than 10 years (b) 5 to 9 years, 11 months (c) 3 to 4 years, 11 months (d) Less than 3 years	
4.	Experience of person(s) accountable to/ dealing with, the Municipality (a) > than 10 years (b) 5 to 9 years, 11 months (c) 3 to 4 years, 11 months (d) Less than 3 years	

### 2.1.3 PRICING SCHEDULE

#### PRICE EVALUATION

- 2.1.3.1 The tender will be evaluated on the 80/20 Preference Points system as prescribed by the Preferential Procurement Regulations, 2022.
- 2.1.3.2 The following schedules must be completed by the Bidder for the three years respectively. Where no charge is applicable it must be indicated as such. **Failure to complete each and every line item with an amount in Rand or stating “no charge” will result in submitting a non-responsive bid.**
- 2.1.3.3 The Bidder must invoice the Municipality for the charges applicable in terms of this tender as on date of registration. Invoices may only be provided upon date of registration.
- 2.1.3.4 **Tenderers must be willing to perform conveyancing work at the price based on the lowest acceptable responsive tender received.**
- 2.1.3.5 The tender amount per property/ line item must be an all-inclusive fee, including but not limited to all consultations, preparation of documents, postage and petties, Fica, the cost for obtaining a transfer duty receipt and the costs for obtaining an electronic clearance certificate. (RCC and valuation certificate fee if applicable). Tenderers must utilise the electronic system used by Mossel Bay Municipality. **Please note:** No clearance fees (Municipal account) are payable for municipal/low-cost housing transfers.
- 2.1.3.6 No expenses other than Transfer Duty, Deeds Office Fee, Advertising fee, Surveyor fee`s, the Municipal Account payable for transfer will be paid, proof of which must be submitted with the invoice. Invoices must clearly indicate if expenses include or exclude VAT.

#### 2.1.3.7. PROPERTIES

##### 2.1.3.7.1 LOW-COST HOUSING (including leaseholds)

PROPERTY VALUE (Charge must be all-inclusive of costs and disbursements) SINGLE INSTRUCTION CHARGE	CONVEYANCING CHARGE PER PROPERTY (Incl. VAT) 1 July 2025 to 30 June 2026	CONVEYANCING CHARGE PER PROPERTY (Incl. VAT) 1 July 2026 to 30 June 2027	CONVEYANCING CHARGE PER PROPERTY (Incl. VAT) 1 July 2027 to 30 June 2028
R0 – R50 000.00			
R50 001.00 – R100 000.00			
R100 001.00 – R200 000.00			
R200 001.00 and more			

### 2.1.3.7.2 SUBSIDY HOUSES

<b>SUBSIDY HOUSES</b>	<b>CONVEYANCING CHARGE PER PROPERTY (Incl. VAT) 1 July 2025 to 30 June 2026</b>	<b>CONVEYANCING CHARGE PER PROPERTY (Incl. VAT) 1 July 2026 to 30 June 2027</b>	<b>CONVEYANCING CHARGE PER PROPERTY (Incl. VAT) 1 July 2027 to 30 June 2028</b>
2 – 50 Transfers per batch instruction			
51 – 100 Transfers per batch instruction			
101 – 150 Transfers per batch instruction			
151 – 200 Transfers per batch instruction			
201 and more Transfers per batch instruction			

Please note that awarding of the tender in terms of Section 2.1.3.7.1 and 2.1.3.7.2 above is subject to provincial funding approval.

### 2.1.3.7.3 CHURCH ERVEN

<b>PROPERTY TYPE (Charge must be all-inclusive of costs and disbursements)</b>	<b>CONVEYANCING CHARGE PER PROPERTY (Incl. VAT) 1 July 2025 to 30 June 2026</b>	<b>CONVEYANCING CHARGE PER PROPERTY (Incl. VAT) 1 July 2026 to 30 June 2027</b>	<b>CONVEYANCING CHARGE PER PROPERTY (Incl. VAT) 1 July 2027 to 30 June 2028</b>
CHURCH ERVEN			

### 2.1.3.8 TRANSFERS TO COUNCIL

<b>PROPERTY VALUE</b>	<b>CONVEYANCING CHARGE PER PROPERTY (Incl. VAT) 1 July 2025 to 30 June 2026</b>	<b>CONVEYANCING CHARGE PER PROPERTY (Incl. VAT) 1 July 2026 to 30 June 2027</b>	<b>CONVEYANCING CHARGE PER PROPERTY (Incl. VAT) 1 July 2027 to 30 June 2028</b>
< OR = R100 000.00			
R100 001.00 – R200 000.00			
R300 001.00 – R400 000.00			
R400 001.00 – R500 000.00			
R500 001.00 – R600 000.00			



<b>PROPERTY VALUE</b>	<b>CONVEYANCING CHARGE PER PROPERTY (Incl. VAT) 1 July 2025 to 30 June 2026</b>	<b>CONVEYANCING CHARGE PER PROPERTY (Incl. VAT) 1 July 2026 to 30 June 2027</b>	<b>CONVEYANCING CHARGE PER PROPERTY (Incl. VAT) 1 July 2027 to 30 June 2028</b>
R600 001.00 – R700 000.00			
R800 001.00 – R900 000.00			
R900 001.00 – R1 000 000.00			
R1 000 001.00 and more			

### 2.1.3.9 COST FOR REGISTRATION OF SERVITUDE, CERTIFICATES OF TITLE, ETC (all types)

<b>TYPE OF INSTRUCTION Insert types below</b>	<b>CHARGE PER INSTRUCTION (Incl. VAT) 1 July 2025 to 30 June 2026</b>	<b>CHARGE PER INSTRUCTION (Incl. VAT) 1 July 2026 to 30 June 2027</b>	<b>CHARGE PER INSTRUCTION (Incl. VAT) 1 July 2027 to 30 June 2028</b>
Registration of Servitude, excluding Surveyor costs			
Registration of Certificate of Registered Title			
Application for lost Deed, excluding advertisement cost payable to third party			
Section 16			
Registration of Consolidated title, certificates of amended title and uniform title under sections 41 and 42 and a certificate in terms of section 38 of the Deeds Act			
Registration of Notarial Deed, including drafting of the contract and all other work done in relation thereto			
All Endorsements in terms of the Administration of Estates Act			
Certificates of title under sections 18, 34, 35, 36, 39, 43, 46 and 64 of the Deeds Act, regardless of amount of properties and or subdivision is caused			

<b>TYPE OF INSTRUCTION</b> <b>Insert types below</b>	<b>CHARGE PER INSTRUCTION (Incl. VAT)</b> <b>1 July 2025 to 30 June 2026</b>	<b>CHARGE PER INSTRUCTION (Incl. VAT)</b> <b>1 July 2026 to 30 June 2027</b>	<b>CHARGE PER INSTRUCTION (Incl. VAT)</b> <b>1 July 2027 to 30 June 2028</b>
Consent to cancellation of bond			
For drawing application for endorsement in terms of section 46 of the Act, for the layout of a township or settlement and attendances on lodging title deed for endorsement			
For the drawing and registering of any notarial lease, servitude, donation or other notarial deed or cancellation thereof			
Providing a Conveyancer's Certificate in order to confirm Title Deed conditions as well as ownership of a property and all other incidental work related thereto.			

**2.1.3.10 OTHER REGISTRATIONS AND/OR APPLICATIONS NECESSARY AND INCIDENTAL TO THE TRANSFER OF PROPERTY(IES)**

The successful bidder must attend to all other registrations or applications necessary and incidental thereto to enable him/her to successfully complete registration of the properties for which this tender makes provision and the recommended fee structure, if not stipulated in this tender is as stipulated in the guidelines of the Legal Practice Council.

**2.1.4 PANEL OF ATTORNEYS**

Tenderers must take note that a panel of conveyancers will be appointed on the panel for conveyancing purposes. Tenderers must be willing to perform conveyancing work at the price based on the lowest acceptable tender received.

Work will be distributed on a rotational basis at the Municipality's discretion.

## SECTION 2.2: ADMINISTRATION OF DECEASED ESTATES

### 2.2.1 SPECIAL CONDITIONS OF CONTRACT

- 2.2.1.1 The successful bidder will be required to certify that each and every invoice submitted for payment has been invoiced in terms of this tender. Notwithstanding other provisions of this tender the Municipality reserves the right to terminate this agreement with the successful bidder should this not be adhered to. The Municipality reserves the right to query invoices, the items thereon and charges, therefore. The Municipality may request that the bidder have the invoices taxed. The bidder must submit an all-inclusive account as per the pricing schedule. No charges or expenses will be paid for drawing up of invoices either by way of percentage or time spent.
- 2.2.1.2 Only invoices must be submitted to the Municipality and not "Statements of Account" when invoicing. A Statement may be submitted at the end of each month referring to the relevant invoices delivered.
- 2.2.1.3 A valid letter of good standing from the relevant law society or Legal Practice Council may be requested by the Municipality, taking into consideration the provision of the Legal Practice Act, No 28 of 2014.
- 2.2.1.4 A valid fidelity fund certificate must be submitted for the bidder with the bid, taking into consideration the provisions of the Legal Practice Council or Legal Practice Act, No. 28 of 2014 as amended. **Failure to submit same with the tender document may be seen as submitting a non-responsive bid.**
- 2.2.1.5 The bidder must establish or have an operational office in the Mossel Bay Municipal area or within 60km from the Main Municipal Building, 101 Marsh Street, Mossel Bay to the satisfaction of the Municipality. Should the bidder not establish or maintain an operational office after award of the bid no instruction will be given until such time that proof of an office has been provided to the satisfaction of the Municipality. The Municipality reserves the right to terminate the attorney's mandate in instances of non-compliance with this tender requirement.
- 2.2.1.6 The person indicated in this tender as being accountable to the Municipality in terms of this tender as well as the support staff must be stationed in the office as per section 2.2.1.5 above.
- 2.2.1.7 In terms of the Cost Containment Regulations bidders will be remunerated to a maximum as prescribed in terms of the Administration of Estates Act, Act 66 of 1965, as amended from time to time in terms of the applicable scale.
- 2.2.1.8 Should any person nominated as being accountable in terms of this tender leave the Bidder's employ or becomes incapable to render services. The Bidder must replace such person with a person of similar/ equivalent or greater experience prior to such person leaving. The Bidder must inform the Municipality of the new nominee and provide adequate proof to the Municipality's satisfaction within seven (7) days of replacing the person. In this event the Municipality reserves the right to terminate the Bidder's mandate should the replacement not be acceptable or take place within seven (7) days.

## 2.2.2 FUNCTIONALITY AND PRICE EVALUATION

2.2.2.1 A bidder scoring less than 60 points out of 80 for the Functionality will be regarded as submitting a non-responsive bid.

2.2.2.2 The following criteria and formula will be used to calculate points for the functionality of the proposal:

SCORING CARD		
	CRITERIA	MAXIMUM POINTS AWARDED
1.	Experience of the bidder (Firm) in the field: a) > than 10 years b) 5 to 9 years, 11 months c) 3 to 4 years, 11 months d) Less than 3 years	<u>30</u> 30 25 20 15
2.	Experience of support staff a) > than 10 years b) 5 to 9 years, 11 months c) 3 to 4 years, 11 months d) Less than 3 years	<u>20</u> 20 15 10 8
3.	Experience of person(s) accountable to/ dealing with, the Municipality a) > than 10 years b) 5 to 9 years, 11 months c) 3 to 4 years, 11 months d) Less than 3 years	<u>30</u> 30 25 20 15

2.2.2.3 Prospective providers need to obtain a minimum score of 60 out of 80 as indicated above in order to be regarded as responsive to this tender.

### 2.2.2.4 CRITERIA

Together with the tender, submit the following for compliance:

- a) A detailed Profile of the Bidder Firm and motivation for placement on the panel must be submitted with the tender as well as the number of years that the firm has been in existence.
- b) **Extensive Curriculum Vitae of Partner, Director, Attorney or Consultant who will be accountable/ dealing with the Municipality setting out the relevant experience in the field.**
- c) Bidders are required to provide their pricing on the schedule supplied for this purpose, subject to section 2.2.1.7 above.
- d) **The following must be completed comprehensively and substantiated by supporting documents. Please indicate the page/Annexure number where the supporting documents have been attached.**

<b>ADMINISTRATION OF DECEASED ESTATES</b>		
	<b>CRITERIA</b>	<b>Motivation by Bidder - <u>Specify page number of annexures</u></b>
1.	Experience of the bidder (Firm) in the field.  a) > than 10 years (b) 5 to 9 years, 11 months (c) 3 to 4 years, 11 months (d) Less than 3 years	
2	Experience of support staff  a) > than 10 years (b) 5 to 9 years, 11 months (c) 3 to 4 years, 11 months (d) Less than 3 years	
3.	Experience of person(s) accountable to/ dealing with, the Municipality  a) > than 10 years (b) 5 to 9 years, 11 months (c) 3 to 4 years, 11 months (d) Less than 3 years	

***Failure to submit the proposals as according to the abovementioned instructions may result in the bidder submitting a non-responsive tender.***

### **2.2.3 PRICE EVALUATION**

2.2.3.1 The tender will be evaluated on the 80/20 Preference Points system as prescribed by the Preferential Procurement Regulations, 2022.

2.2.3.2 The following schedules must be completed by the Bidder for the three years respectively. Where no charge is applicable it must be indicated as such. Failure to complete each and every line item with an amount or stating “no charge” will result in submitting a non-responsive bid.

2.2.3.3 Bidders must take note that a panel of attorneys will be appointed on the panel for the administration of deceased estates purposes. Bidders must be willing to perform conveyancing work at the price based on the lowest acceptable tender received. Work will be distributed on a rotational basis at the Municipality’s discretion.

2.2.3.4 Bidders will be remunerated upon completion of instruction to the Municipality’s satisfaction.

## 2.2.4 PRICING SCHEDULE

ITEM	DESCRIPTION	UNIT OF MEASURE	PRICE PER UNIT (INCL. VAT) 1 July 2025 to 30 June 2026	PRICE PER UNIT (INCL. VAT) 1 July 2026 to 30 June 2027	PRICE PER UNIT (INCL. VAT) 1 July 2027 to 30 June 2028
	All-inclusive cost of administration of a deceased estate, excluding master's cost and advertisement fees, transfer costs (if applicable) proof of actual expense and payment must be submitted with the invoice	per estate			
1.	Estate to the value of R50 000.00				
2.	Estate to the value of R100 000.00				
3.	Estate to the value of R150 000.00				
4.	Estate to the value of R200 000.00				
5.	Estate to the value of R250 000.00				

## SECTION 2.3: DEBT COLLECTION

This panel will be applicable in instances where the Attorney receives instruction to institute action for a claim resulting from arrear municipal services.

### 2.3.1 SPECIAL CONDITIONS OF CONTRACT

- 2.3.1.1 The successful bidder will be required to certify that each and every invoice submitted for payment has been invoiced in terms of this tender. Notwithstanding other provisions of this tender the Municipality reserves the right to terminate this agreement with the successful bidder should this not be adhered to. The Municipality reserves the right to query invoices, the items thereon and charges, therefore. The Municipality may request that the bidder have the invoices taxed. The bidder must submit an all-inclusive account as per the pricing schedule. No charges or expenses will be paid for drawing up of invoices either by way of percentage or time spent.
- 2.3.1.2 Only invoices must be submitted to the Municipality and not "Statements of Account" when invoicing. A Statement may be submitted at the end of each month referring to the relevant invoices delivered.
- 2.3.1.3 Invoices in respect of a specific financial year must be rendered by the end of May annually in order for payment to be done in the current financial year. Invoices will not be carried over into a following financial year except if extenuating circumstances exist for a deviation.
- 2.3.1.4 A valid letter of good standing from the relevant law society or Legal Practice Council may be requested by the Municipality, taking into consideration the provision of the Legal Practice Act, No 28 of 2014.
- 2.3.1.5 The bidder must submit an all-inclusive detailed specified account as per the pricing schedule to the satisfaction of the Municipality. No charges or expenses will be paid for drawing up of invoices either by way of percentage or time spent or for querying, following-up or amending an invoice
- 2.3.1.6 A valid fidelity fund certificate must be submitted for the bidder with the bid, taking into consideration the provisions of the Legal Practice Council or Legal Practice Act, No. 28 of 2014 as amended. **Failure to submit same with the tender document may be seen as submitting a non-responsive bid.**
- 2.3.1.7 The Municipality reserves the right to request a certified copy of the accountable person's admittance as an attorney should it not be submitted with the tender document.
- 2.3.1.8 The bidder must establish or have an operational office in the Mossel Bay Municipal area or within 60km from the Main Municipal Building, 101 Marsh Street, Mossel Bay to the satisfaction of the Municipality. Should the bidder not establish or maintain an operational office after award of the bid no instruction will be given until such time that proof of an office has been provided to the satisfaction of the Municipality. The Municipality reserves the right to terminate the attorney's mandate in instances of non-compliance with this tender requirement.
- 2.3.1.9 The person indicated in this tender as being accountable to the Municipality in terms of this tender as well as the support staff must be stationed in the office as per section 2.3.1.8 above.
- 2.3.1.10 In terms of the Cost Containment Regulations bidders will be remunerated to a maximum as prescribed in terms of the Rules Board for Court of Law Act, No. 107 of 1985, as amended from time to time in terms of the applicable scale.
- 2.3.1.11 Should any person nominated as being accountable in terms of this tender leave the Bidder's employ or becomes incapable to render services. The Bidder must replace such person with a person of similar/ equivalent or greater experience prior to such person leaving. The Bidder must inform the Municipality of the new nominee and provide adequate proof to the Municipality's satisfaction within seven (7) days of

replacing the person. In this event the Municipality reserves the right to terminate the Bidder's mandate should the replacement not be acceptable or take place within seven (7) days.

### 2.3.2 FUNCTIONALITY AND PRICE EVALUATION

2.3.2.1 A bidder scoring less than 80 points out of 100 for the Functionality will be regarded as submitting a non-responsive bid.

2.3.2.2 The following criteria and formula will be used to calculate points for the functionality of the proposal:

<b>SCORING CARD</b>		
	<b>CRITERIA</b>	<b>MAXIMUM POINTS AWARDED</b>
1.	Experience of the bidder (Firm) in the field: a) > than 10 years (b) 5 to 9 years, 11 months (c) 3 to 4 years, 11 months (d) Less than 3 years	<u><b>30</b></u> 30 25 20 15
2	Experience of the bidder (Firm) in the Local Government environment a) > than 10 years (b) 5 to 9 years, 11 months (c) 3 to 4 years, 11 months (d) Less than 3 years	<u><b>20</b></u> 20 15 10 5
3.	Experience of support staff a) > than 10 years (b) 5 to 9 years, 11 months (c) 3 to 4 years, 11 months (d) Less than 3 years	<u><b>20</b></u> 20 15 10 5
4.	Experience of person(s) accountable to/ dealing with, the Municipality a) > than 10 years (b) 5 to 9 years, 11 months (c) 3 to 4 years, 11 months (d) Less than 3 years	<u><b>30</b></u> 30 25 20 15

2.3.2.3 Prospective service providers need to obtain a minimum score of 80 out of 100 as indicated above in order to be regarded as responsive to this tender.

#### 2.3.2.4 CRITERIA

Together with the tender, submit the following for compliance:

- a) A detailed Profile of the Bidder Firm and motivation for placement on the panel must be submitted with the tender as well as the number of years the firm has been in existence



- b) Extensive Curriculum Vitae of Partner, Director, Attorney or Consultant who will be accountable/ dealing with the Municipality, including details pertaining to previous Local Government experience and failure to provide the required information will result in submitting a non-responsive bid.
- c) Bidders are required to provide their pricing on the schedule supplied for this purpose, subject to section 2.3.1.10 above.
- d) **The following must be completed comprehensively and substantiated by supporting documents. Please indicate the page/Annexure number where the supporting documents have been attached.**

<b>DEBT COLLECTION</b>		
	<b>CRITERIA</b>	<b>Motivation by Bidder - <u>Specify page number of annexures</u></b>
1.	Experience of the bidder (Firm) in the field. a) > than 10 years (b) 5 to 9 years, 11 months (c) 3 to 4 years, 11 months (d) Less than 3 years	
2	Experience of the bidder (Firm) in the Local Government environment a) > than 10 years (b) 5 to 9 years, 11 months (c) 3 to 4 years, 11 months (d) Less than 3 years	
3	Experience of support staff a) > than 10 years (b) 5 to 9 years, 11 months (c) 3 to 4 years, 11 months (d) Less than 3 years	
4.	Experience of person(s) accountable to/ dealing with, the Municipality a) > than 10 years (b) 5 to 9 years, 11 months (c) 3 to 4 years, 11 months (d) Less than 3 years	

***Failure to submit the proposals as according to the abovementioned instructions may result in the bidder submitting a non-responsive tender.***

### 2.3.3 PRICE EVALUATION

- 2.3.3.1 The tender will be evaluated on the 80/20 Preference Points system as prescribed by the Preferential Procurement Regulations, 2022.
- 2.3.3.2 **The following schedules must be completed by the Bidder for the three years respectively. Where no charge is applicable it must be indicated as such. Failure to complete each and every line item with an amount or stating “no charge” will result in submitting a non-responsive bid.**
- 2.3.3.3 Bidders must take note that a panel to a maximum of four (4) debt collecting attorneys will be appointed on the panel for debt collection purposes.
- 2.3.3.4 The Municipality will calculate the average of each line item for the three (3) years quoted for this panel of the Responsive bidders providing pricing for the panels.
- 2.3.3.5 Bidders whose total rates are within 40% above and within 40% below the average rate calculated in will be selected for the panel.
- 2.3.3.6 Bidders whose rates are more 40% above the average or more than 40% below the average calculated in 2.3.3.5 will not be selected for the panel.
- 2.3.3.7 The Municipality has the right to request that a specific advocate be appointed to attend to the matter, reject the appointment of the request for appointment of an advocate suggested by the service provider and make an enquiry into the fees charged by the advocate. Prior written permission for the appointment of Advocates must be obtained from the Municipality in terms of the Municipality’s delegated powers. The letter requesting the appointment of an advocate must be fully motivated and indicate the hourly rate of the Advocate. The prices listed below does not include the fees payable to an advocate.

### 2.3.4 PRICING SCHEDULE

ITEM	DESCRIPTION	UNIT OF MEASURE	PRICE PER UNIT (INCL. VAT) 1 July 2025 to 30 June 2026	PRICE PER UNIT (INCL. VAT) 1 July 2026 to 30 June 2027	PRICE PER UNIT (INCL. VAT) 1 July 2027 to 30 June 2028
1.	<b>TRACKING COST</b> (including Magistrates’ and high Court matters, Traces will operate on a no trace no-charge basis)				
1.1	Individual traces	per debtor			
1.2	Company traces	per debtor			
1.	<b>ADVERTISING COSTS</b>				
2.	Courier Charges	per visit			
3.	Parking	per visit			
4.	Government Gazette publishing of sales in executions	per debtor			
5.	Postage – (normal)	per letter			
6.	Postage (registered)	per letter			

ITEM	DESCRIPTION	UNIT OF MEASURE	PRICE PER UNIT (INCL. VAT) 1 July 2025 to 30 June 2026	PRICE PER UNIT (INCL. VAT) 1 July 2026 to 30 June 2027	PRICE PER UNIT (INCL. VAT) 1 July 2027 to 30 June 2028
7.	Printing cost	per page			
8.	Each necessary SMS Message made or received	per SMS			
9.	Deeds Office search	per debtor			
10.	Closing fee p/file	per debtor			
11.	Consumer profile	per debtor			
12.	Company search	per debtor			
13.	Contact information	per debtor			
14.	Director search	per debtor			
15.	Government Gazette publishing of re-registration of a business organisation	per debtor			

**UNDEFENDED ACTIONS**

**Item 1: Registered letter of demand in terms of section 56 of the Act**

	<b>DESCRIPTION</b>	<b>PRICE PER UNIT (INCL. VAT) 1 July 2025 to 30 June 2026</b>	<b>PRICE PER UNIT (INCL. VAT) 1 July 2026 to 30 June 2027</b>	<b>PRICE PER UNIT (INCL. VAT) 1 July 2027 to 30 June 2028</b>
1.1	Claim or claims where the aggregate of the claim or claims does not exceed the maximum jurisdictional amount determined by the Minister from time to time in respect of magistrate's courts for districts			
1.2	Claim or claims where the aggregate of the claim or claims exceeds the maximum jurisdictional amount determined by the Minister from time to time in respect of magistrate's courts for districts			

**Item 2: Summons, inclusive of a letter of demand other than the letter of demand referred to in Item 1**

	<b>DESCRIPTION</b>	<b>PRICE PER UNIT (INCL. VAT) 1 July 2025 to 30 June 2026</b>	<b>PRICE PER UNIT (INCL. VAT) 1 July 2026 to 30 June 2027</b>	<b>PRICE PER UNIT (INCL. VAT) 1 July 2027 to 30 June 2028</b>
2.2	Claim or claims where the aggregate amount of the claim or claims exceeds R7000.00 but does not exceed R50 000.00			
2.3	Claim or claims where the aggregate of the claim or claims exceeds R50 000.00 but does not exceed the maximum jurisdictional amount determined by the Minister from time to time in respect of magistrates' courts for districts			
2.4	Claim or claims where the aggregate of the claim or claims exceeds the maximum jurisdictional amount determined by the Minister from time to time in respect of magistrates' courts for districts and the process is issued out of a magistrate's court for regional division or when the matter is in respect of a cause of action in terms of section 29(1B) (a) of the Act.			

<b>Item 3: Judgment</b>				
	<b>DESCRIPTION</b>	<b>PRICE PER UNIT (INCL. VAT) 1 July 2025 to 30 June 2026</b>	<b>PRICE PER UNIT (INCL. VAT) 1 July 2026 to 30 June 2027</b>	<b>PRICE PER UNIT (INCL. VAT) 1 July 2027 to 30 June 2028</b>
3.1	Claim or claims where the aggregate of the claim or claims exceeds the amount in 2.2 but is not more than R50 000.00			
3.2	Claim or claims where the aggregate of the claim or claims exceeds R50 000.00 but does not exceed the maximum jurisdictional amount determined by the Minister from time to time in respect of magistrates' courts for districts			
3.3	Claim or claims where the aggregate of the claim or claims exceeds the maximum jurisdictional amount determined by the Minister from time to time in respect of magistrates' courts for districts and the process is issued out of a magistrate's court for regional division or when the matter is in respect of a cause of action in terms of section 29(1B) of the Act.			
<b>Item 4: Notice in terms of rule 12(2)</b>				
	<b>DESCRIPTION</b>	<b>PRICE PER UNIT (INCL. VAT) 1 July 2025 to 30 June 2026</b>	<b>PRICE PER UNIT (INCL. VAT) 1 July 2026 to 30 June 2027</b>	<b>PRICE PER UNIT (INCL. VAT) 1 July 2027 to 30 June 2028</b>
4.1	Claim or claims where the aggregate of the claim or claims does not exceed the maximum jurisdictional amount determined by the Minister from time to time in respect of magistrate's courts for districts.			
4.2	Claim or claims where the aggregate of the claim or claims exceeds the maximum jurisdictional amount determined by the Minister from time to time in respect of magistrates' courts for districts and the process is issued out of a magistrate's court for regional division or when the matter is in respect of a cause of action in terms of section 29(1B) (a) of the Act.			

<b>Item 5: Notice in terms of rule 54(1)</b>				
	<b>DESCRIPTION</b>	<b>PRICE PER UNIT (INCL. VAT) 1 July 2025 to 30 June 2026</b>	<b>PRICE PER UNIT (INCL. VAT) 1 July 2026 to 30 June 2027</b>	<b>PRICE PER UNIT (INCL. VAT) 1 July 2027 to 30 June 2028</b>
5.1	Claim or claims where the aggregate of the claim or claims does not exceed the maximum jurisdictional amount determined by the Minister from time to time in respect of magistrate's courts for districts.			
5.2	Claim or claims where the aggregate of the claim or claims exceeds the maximum jurisdictional amount determined by the Minister from time to time in respect of magistrates' courts for districts and the process is issued out of a magistrate's court for regional division			
<b>Item 6: Affidavit or certificate</b>		<b>No Charge</b>		
<b>Item 7: Attending court at the request of the magistrate when claim is referred to court for judgment or to obtain provisional. As allowed under Item 15 on the Scale for defended actions sentence when claim is undefended</b>				
<b>Item 8: For each registered letter forwarded to the debtor in terms of section 57(1) or (3) or section 58(2), of the Act by the creditor or his or her attorney, including copies</b>				
8.1	Claim or claims where the aggregate of the claim or claims does not exceed the maximum jurisdictional amount determined by the Minister from time to time in respect of magistrate's courts for districts.			
8.2	Claim or claims where the aggregate of the claim or claims exceeds the maximum jurisdictional amount determined by the Minister from time to time in respect of magistrates' courts for districts and the process is issued out of a magistrate's court for regional division			
<b>Item 9: Admission of liability and undertaking to pay debt in instalments or otherwise (section 57 of the Act)</b>				
9.1	Claim or claims where the aggregate of the claim or claims does not exceed the maximum jurisdictional amount determined by the Minister from time to time in respect of magistrate's courts for districts.			
9.2	Claim or claims where the aggregate of the claim or claims exceeds the maximum jurisdictional amount determined by the Minister from time to time in respect of magistrates' courts for districts and the process is issued out of a magistrate's court for regional division			

**Item 10: Consent to judgment or to judgment and an order for the payment of a magistrate's court for a regional division**

	<b>DESCRIPTION</b>	<b>PRICE PER UNIT (INCL. VAT) 1 July 2025 to 30 June 2026</b>	<b>PRICE PER UNIT (INCL. VAT) 1 July 2026 to 30 June 2027</b>	<b>PRICE PER UNIT (INCL. VAT) 1 July 2027 to 30 June 2028</b>
10.1	Claim or claims where the aggregate of the claim or claims does not exceed the maximum jurisdictional amount determined by the Minister from time to time in respect of magistrate's courts for districts.			
10.2	Claim or claims where the aggregate of the claim or claims exceeds the maximum jurisdictional amount determined by the Minister from time to time in respect of magistrates' courts for districts and the process is issued out of a magistrate's court for regional division			

**DEBT COLLECTION  
CONTINUED PRICING FOR PERIOD 1 JULY 2025 TO 30 JUNE 2026**

<b>DEFENDED ACTIONS and interpleader proceedings</b>					
<b>PRICE PER UNIT (INCL. VAT) 1 July 2025 to 30 June 2026</b>					
	<b>ITEM</b>	<b>SCALE A Claims R0 - R7000.00</b>	<b>SCALE B Claims R7000.01 – R50 000.00</b>	<b>SCALE C R50 000.01 – R200 000.00</b>	<b>SCALE D R200 000.01 and above</b>
1.	Instructions to sue or defend or to counterclaim or defend a counterclaim, perusal of all documentation and consideration of merits and all necessary consultations to issue summons				
2	Summons				
2A	Particulars of Claim or Declaration				
3	Appearance				
4	Notice under rules 12(2) and 21B(2)				
5	Plea				
6	Claim in reconvention				
7	Reply, if necessary				
8	Drawing up of all documents not specifically mentioned, including request for further particulars, schedule of documents, all affidavits, subpoenas, any notice not otherwise provided for and drawing up of statements by witnesses, per page.				
9	Production of documents for inspection, or inspecting documents, per quarter of an hour or part thereof of the time spent				
10	Each copy of service, per page				
11	The recording of statements by witnesses, per quarter of an hour or part thereof				
12	Notice of trial or reinstatement				
13	Preparing for trial (if counsel not employed)				
14	Attendance at settlement negotiations, for each quarter of an hour or part thereof actually spent in such negotiations				



	<b>ITEM</b>	<b>SCALE A Claims R0 - R7000.00</b>	<b>SCALE B Claims R7000.01 – R50 000.00</b>	<b>SCALE C R50 000.01 – R200 000.00</b>	<b>SCALE D R200 000.01 and above</b>
15	Attending court during trial, or at an on-the-spot inspection, or at postponement or examination on commission, for each quarter of an hour or part thereof spent in court while the case is actually being heard				
15(a)	If counsel not employed				
15(b)	If counsel employed (fee payable to the attorney, excluding counsel fee)				
16	Attending pre-trial conference, for each quarter of an hour or part thereof actually spent in such conference				
17	Attending court to hear reserved judgment, per quarter of an hour or part thereof				
18	Correspondence				
18(a)	For each necessary letter or telegram, per folio				
18(b)	For each letter or telegram received, provided that a fee for perusal shall not be allowed in addition to the fee herein provided for				
19	Attendances: For each necessary attendance not otherwise provided for, per attendance				
20	Necessary formal telephone calls, per call				
21	Telephone consultations: For every 5 minutes or part thereof,				
22	Each necessary consultation, per quarter of an hour or part thereof				
23	Time spent waiting at court (owing to no court being available) per quarter of an hour or part thereof				
24	Travelling time per quarter of an hour or part thereof (only if not in Mossel Bay Municipal area)				

	ITEM	SCALE A Claims R0 - R7000.00	SCALE B Claims R7000.01 – R50 000.00	SCALE C R50 000.01 – R200 000.00	SCALE D R200 000.01 and above
25(a)	Subsistence per day (only if not in Mossel Bay Municipal area)				
25(b)	Travelling expenses per kilometre (only if not in Mossel Bay Municipal area)				

<b>OTHER MATTERS (Applications incidental to debt collection such as expropriation of property)</b>					
<b>PRICE PER UNIT (INCL. VAT) 1 July 2025 to 30 June 2026</b>					
	ITEM	SCALE A Claims R0 - R7000.00	SCALE B Claims R7000.01 – R50 000.00	SCALE C R50 000.01 – R200 000.00	SCALE D R200 000.01 and above
1(a)	Instructions to make application or to oppose or to show cause (the court may on request allow a higher amount)				
1(b)	Instructions to make application for liquidation of close corporation, perusal of all documentation and consideration of merits, and all necessary consultations, per 15 minutes.				
2	Drawing up of all documents, affidavits, applications and notices, orders, etc.				
3	Attending court on hearing:				
3(a)	If unopposed or opposed (if counsel not employed), for each quarter of an hour or part thereof actually spent in court				
3(b)	If opposed (if counsel employed), for each quarter of an hour actually spent in court of part thereof (fee payable to the attorney, excluding counsel fee)				
4(a)	Fee for preparation for argument when opposed				
4(b)	Fee for preparation for trial where proceedings are referred to trial or oral evidence				

	ITEM	SCALE A Claims R0 - R7000.00	SCALE B Claims R7000.01 – R50 000.00	SCALE C R50 000.01 – R200 000.00	SCALE D R200 000.01 and above
5	Consultations and settlement negotiations – when opposed, per quarter of an hour or part thereof.				

<b>TAXATION OF COSTS</b>					
<b>PRICE PER UNIT (INCL. VAT) 1 July 2025 to 30 June 2026</b>					
6	Drawing up bill of costs (An amount of R20 000 as an example will be used for evaluation purposes.)				.....% of bill as taxed
7	Attending taxation (An amount of R20 000 as an example will be used for evaluation purposes.)				.....% of bill as taxed
8	Attending on review of taxation, for each quarter of an hour or part thereof in court while review is actually being heard				
9	Notice of application for review of taxation and service				
10	Affidavit, where necessary				
<b>EXECUTION</b>					
<b>PRICE PER UNIT (INCL. VAT) 1 July 2025 to 30 June 2026</b>					
11(a)	Issue of warrant of execution, ejection, and delivery up of possession				
11(b)	For each reissue thereof				
12	Inclusive fee for work done in connection with releasing of immovable property attached				
13	Inclusive fee for work done in connection with sale in execution of immovable property only (excluding work in respect of which fees are already provided for elsewhere and the drawing up of the conditions of sale)				
14(a)	Drawing up of notice of sale in terms of rule 41(8) or rule 43(6), or conditions of sale in terms of rule 43(7), per page.				
14(b)	For all other work done and papers and documents supplied to the sheriff of the magistrate's court in connection with a sale in execution of movable property, and inclusive fee of				
15	Security for restitution, where necessary				

<b>WHERE COUNSEL IS EMPLOYED</b>		
<b>PRICE PER UNIT (INCL. VAT) 1 July 2025 to 30 June 2026</b>		
16	Instructions for exception or application, where allowed.	
16(a)	Claim or claims where the aggregate of the claim or claims does not exceed the maximum jurisdictional amount determined by the Minister from time to time in respect of magistrates' courts for districts.	
16(b)	Claim or claims where the aggregate of the claim or claims exceeds the maximum jurisdictional amount determined by the Minister from time to time in respect of magistrates' courts for districts and the process is issued out of a magistrate's court for a regional division	
17	Instructions on trial	
17(a)	Claim or claims where the aggregate of the claim or claims does not exceed the maximum jurisdictional amount determined by the Minister from time to time in respect of magistrates' courts for districts.	
17(b)	Claim or claims where the aggregate of the claim or claims exceeds the maximum jurisdictional amount determined by the Minister from time to time in respect of magistrates' courts for districts and the process is issued out of a magistrate's court for a regional division	
18	Drawing brief on exception or application, where allowed	
19	Drawing brief on trial, per page.	
20	Attending each necessary consultation with counsel, per quarter of an hour or part thereof	
20(a)	Claim or claims where the aggregate of the claim or claims does not exceed the maximum jurisdictional amount determined by the Minister from time to time in respect of magistrates' courts for districts.	
20(b)	Claim or claims where the aggregate of the claim or claims exceeds the maximum jurisdictional amount determined by the Minister from time to time in respect of magistrates' courts for districts and the process is issued out of a magistrate's court for a regional division	
<b>MISCELLANEOUS</b>		
21	Obtaining certified copy of judgement	
22	Obtaining payment in terms of rule 18(4)	
23	Request for security in terms of rule 62(1)	
24	Furnishing security in terms of rule 62(1), per page.	

<b>PROCEEDINGS IN RESPECT OF SECTION 65 AND 65A TO 65M OF THE ACT</b>		
<b>TARIFF PRICE PER UNIT (INCL. VAT) 1 July 2025 to 30 June 2026</b>		
a	Where the claim does not exceed the amount of R1 000.00	
b	Where the claim exceeds the amount of R1 000.00 but is not more than R2 000.00	
c	Where the claim exceeds the amount of R2 000.00	
d	Warrant of arrest (Form 40A)	
e	(i) Emoluments attachment order (Form 38)	
	(ii) Reissue (Certificates included)	
f	Application for costs on notice (including appearance in court)	
g	Obtaining a certified copy of judgment	
h	Affidavit or certificate by the judgment creditor or his or her attorney	
i	For each registered letter forwarded to the debtor in terms of sections 65A(2), 65E(6) or 65J(2) of the Act by the creditor or his or her attorney	
j	Affidavit or affirmation by debtor (Rule 45(7))	
k	Request for an order under section 65 of the Act	
l	Attending postponed proceedings in terms of section 65E(3) of the Act or attending proceedings at court pursuant to the arrest of a judgment debtor, director or officer or pursuant to a notice referred to in 65A(8)(b).	
m	Subpoena	
m(i)	Drawing up of subpoena, per folio	
m(ii)	Every necessary attendance, per attendance	
n	(i) Correspondence: For every necessary letter or telegram written or received, including copy to retain, provided that a fee for perusal shall not be allowed in addition to the fee herein provided for, per folio	
	(ii) Attendances: For each necessary attendance not otherwise provided for, per attendance	
	(iii) Necessary formal telephone calls, per call.	

**PROCEEDINGS IN RESPECT OF SECTION 72 OF THE ACT**

**TARIFF PRICE PER UNIT (INCL. VAT) 1 July 2025 to 30 June 2026**

a	Where the claim does not exceed R200.00	
b	Where the claim exceeds R200.00	
c	Obtaining certified copy of judgment	
d	Application for an order of execution against the garnishee	
e	Garnishee order (Form 39)	

**DEBT COLLECTION  
CONTINUED PRICING FOR 1 JULY 2026 TO 30 JUNE 2027**

<b>DEFENDED ACTIONS and interpleader proceedings</b>					
<b>PRICE PER UNIT (INCL. VAT) 1 July 2026 to 30 June 2027</b>					
	<b>ITEM</b>	<b>SCALE A Claims R0 - R7000.00</b>	<b>SCALE B Claims R7000.01 – R50 000.00</b>	<b>SCALE C R50 000.01 – R200 000.00</b>	<b>SCALE D R200 000.01 and above</b>
1.	Instructions to sue or defend or to counterclaim or defend a counterclaim, perusal of all documentation and consideration of merits and all necessary consultations to issue summons				
2	Summons				
2A	Particulars of Claim or Declaration				
3	Appearance				
4	Notice under rules 12(2) and 21B(2)				
5	Plea				
6	Claim in reconvention				
7	Reply, if necessary				
8	Drawing up of all documents not specifically mentioned, including request for further particulars, schedule of documents, all affidavits, subpoenas, any notice not otherwise provided for and drawing up of statements by witnesses, per page.				
9	Production of documents for inspection, or inspecting documents, per quarter of an hour or part thereof of the time spent				
10	Each copy of service, per page				
11	The recording of statements by witnesses, per quarter of an hour or part thereof				
12	Notice of trial or reinstatement				
13	Preparing for trial (if counsel not employed)				

	<b>ITEM</b>	<b>SCALE A Claims R0 - R7000.00</b>	<b>SCALE B Claims R7000.01 – R50 000.00</b>	<b>SCALE C R50 000.01 – R200 000.00</b>	<b>SCALE D R200 000.01 and above</b>
14	Attendance at settlement negotiations, for each quarter of an hour or part thereof actually spent in such negotiations				
15	Attending court during trial, or at an on-the-spot inspection, or at postponement or examination on commission, for each quarter of an hour or part thereof spent in court while the case is actually being heard				
15(a)	If counsel not employed				
15(b)	If counsel employed (fee payable to the attorney, excluding counsel fee)				
16	Attending pre-trial conference, for each quarter of an hour or part thereof actually spent in such conference				
17	Attending court to hear reserved judgment, per quarter of an hour or part thereof				
18	Correspondence				
18(a)	For each necessary letter or telegram, per folio				
18(b)	For each letter or telegram received, provided that a fee for perusal shall not be allowed in addition to the fee herein provided for				
19	Attendances: For each necessary attendance not otherwise provided for, per attendance				
20	Necessary formal telephone calls, per call				
21	Telephone consultations: For every 5 minutes or part thereof,				
22	Each necessary consultation, per quarter of an hour of part thereof				



	<b>ITEM</b>	<b>SCALE A Claims R0 - R7000.00</b>	<b>SCALE B Claims R7000.01 – R50 000.00</b>	<b>SCALE C R50 000.01 – R200 000.00</b>	<b>SCALE D R200 000.01 and above</b>
23	Time spent waiting at court (owing to no court being available) per quarter of an hour or part thereof				
24	Travelling time per quarter of an hour or part thereof (only if not in Mossel Bay Municipal area).				
25(a)	Subsistence per day (only if not in Mossel Bay Municipal area) .				
25(b)	Travelling expenses per kilometre (only if not in Mossel Bay Municipal area).				

<b>OTHER MATTERS (Applications incidental to debt collection such as expropriation of property)</b>					
<b>PRICE PER UNIT (INCL. VAT) 1 July 2026 to 30 June 2027</b>					
	<b>ITEM</b>	<b>SCALE A Claims R0 - R7000.00</b>	<b>SCALE B Claims R7000.01 – R50 000.00</b>	<b>SCALE C R50 000.01 – R200 000.00</b>	<b>SCALE D R200 000.01 and above</b>
1(a)	Instructions to make application or to oppose or to show cause (the court may on request allow a higher amount).				
1(b)	Instructions to make application for liquidation of close corporation, perusal of all documentation and consideration of merits, and all necessary consultations, per 15 minutes.				
2	Drawing up of all documents, affidavits, applications and notices, orders, etc.				
3	Attending court on hearing:				
3(a)	If unopposed or opposed (if counsel not employed), for each quarter of an hour or part thereof actually spent in court				

	<b>ITEM</b>	<b>SCALE A Claims R0 - R7000.00</b>	<b>SCALE B Claims R7000.01 – R50 000.00</b>	<b>SCALE C R50 000.01 – R200 000.00</b>	<b>SCALE D R200 000.01 and above</b>
3(b)	If opposed (if counsel employed), for each quarter of an hour actually spent in court of part thereof. (fee payable to the attorney, excluding counsel fee)				
4(a)	Fee for preparation for argument when opposed				
4(b)	Fee for preparation for trial where proceedings are referred to trial or oral evidence				
5	Consultations and settlement negotiations – when opposed, per quarter of an hour or part thereof.				

<b>TAXATION OF COSTS</b>		
<b>PRICE PER UNIT (INCL. VAT) 1 July 2026 to 30 June 2027</b>		
6	Drawing up bill of costs (An amount of R20 000 as an example will be used for evaluation purposes.)	.....% of bill as taxed
7	Attending taxation (An amount of R20 000 as an example will be used for evaluation purposes.)	.....% of bill as taxed
8	Attending on review of taxation, for each quarter of an hour or part thereof in court while review is actually being heard	
9	Notice of application for review of taxation and service	
10	Affidavit, where necessary	
<b>EXECUTION</b>		
<b>PRICE PER UNIT (INCL. VAT) 1 July 2026 to 30 June 2027</b>		
11(a)	Issue of warrant of execution, ejection, and delivery up of possession	
11(b)	For each reissue thereof	
12	Inclusive fee for work done in connection with releasing of immovable property attached	
13	Inclusive fee for work done in connection with sale in execution of immovable property only (excluding work in respect of which fees are already provided for elsewhere and the drawing up of the conditions of sale)	

14(a)	Drawing up of notice of sale in terms of rule 41(8) or rule 43(6), or conditions of sale in terms of rule 43(7), per page.	
14(b)	For all other work done and papers and documents supplied to the sheriff of the magistrate's court in connection with a sale in execution of movable property, and inclusive fee of	
15	Security for restitution, where necessary	
<b>WHERE COUNSEL IS EMPLOYED</b>		
<b>PRICE PER UNIT (INCL. VAT) 1 July 2026 to 30 June 2027</b>		
16	Instructions for exception or application, where allowed.	
16(a)	Claim or claims where the aggregate of the claim or claims does not exceed the maximum jurisdictional amount determined by the Minister from time to time in respect of magistrates' courts for districts.	
16(b)	Claim or claims where the aggregate of the claim or claims exceeds the maximum jurisdictional amount determined by the Minister from time to time in respect of magistrates' courts for districts and the process is issued out of a magistrate's court for a regional division	
17	Instructions on trial	
17(a)	Claim or claims where the aggregate of the claim or claims does not exceed the maximum jurisdictional amount determined by the Minister from time to time in respect of magistrates' courts for districts.	
17(b)	Claim or claims where the aggregate of the claim or claims exceeds the maximum jurisdictional amount determined by the Minister from time to time in respect of magistrates' courts for districts and the process is issued out of a magistrate's court for a regional division	
18	Drawing brief on exception or application, where allowed	
19	Drawing brief on trial, per page.	
20	Attending each necessary consultation with counsel, per quarter of an hour or part thereof	
20(a)	Claim or claims where the aggregate of the claim or claims does not exceed the maximum jurisdictional amount determined by the Minister from time to time in respect of magistrates' courts for districts.	
20(b)	Claim or claims where the aggregate of the claim or claims exceeds the maximum jurisdictional amount determined by the Minister from time to time in respect of magistrates' courts for districts and the process is issued out of a magistrate's court for a regional division	
<b>MISCELLANEOUS</b>		
21	Obtaining certified copy of judgement	

22	Obtaining payment in terms of rule 18(4)	
23	Request for security in terms of rule 62(1)	
24	Furnishing security in terms of rule 62(1), per page.	

<b>PROCEEDINGS IN RESPECT OF SECTION 65 AND 65A TO 65M OF THE ACT</b>		
<b>TARIFF PRICE PER UNIT (INCL. VAT) 1 July 2026 to 30 June 2027</b>		
a	Where the claim does not exceed the amount of R1 000.00	
b	Where the claim exceeds the amount of R1 000.00 but is not more than R2 000.00	
c	Where the claim exceeds the amount of R2 000.00	
d	Warrant of arrest (Form 40A)	
e	(i) Emoluments attachment order (Form 38)	
	(ii) Reissue (Certificates included)	
f	Application for costs on notice (including appearance in court)	
g	Obtaining a certified copy of judgment	
h	Affidavit or certificate by the judgment creditor or his or her attorney	
i	For each registered letter forwarded to the debtor in terms of sections 65A(2), 65E(6) or 65J(2) of the Act by the creditor or his or her attorney	
j	Affidavit or affirmation by debtor (Rule 45(7))	
k	Request for an order under section 65 of the Act	
l	Attending postponed proceedings in terms of section 65E(3) of the Act or attending proceedings at court pursuant to the arrest of a judgment debtor, director or officer or pursuant to a notice referred to in 65A(8)(b).	
m	Subpoena	
m(i)	Drawing up of subpoena, per folio	
m(ii)	Every necessary attendance, per attendance	
n	(i) Correspondence: For every necessary letter or telegram written or received, including copy to retain, provided that a fee for perusal shall not be allowed in addition to the fee herein provided for, per folio	
	(ii) Attendances: For each necessary attendance not otherwise provided for, per attendance	

	(iii) Necessary formal telephone calls, per call.	
<b>PROCEEDINGS IN RESPECT OF SECTION 72 OF THE ACT</b>		
<b>TARIFF PRICE PER UNIT (INCL. VAT) 1 July 2026 to 30 June 2027</b>		
a	Where the claim does not exceed R200.00	
b	Where the claim exceeds R200.00	
c	Obtaining certified copy of judgment	
d	Application for an order of execution against the garnishee	
e	Garnishee order (Form 39)	

**DEBT COLLECTION  
CONTINUED PRICING 1 JULY 2027 TO 30 JUNE 2028**

<b>DEFENDED ACTIONS and interpleader proceedings</b>					
<b>PRICE PER UNIT (INCL. VAT) 1 July 2027 to 30 June 2028</b>					
	<b>ITEM</b>	<b>SCALE A Claims R0 - R7000.00</b>	<b>SCALE B Claims R7000.01 – R50 000.00</b>	<b>SCALE C R50 000.01 – R200 000.00</b>	<b>SCALE D R200 000.01 and above</b>
1.	Instructions to sue or defend or to counterclaim or defend a counterclaim, perusal of all documentation and consideration of merits and all necessary consultations to issue summons				
2	Summons				
2A	Particulars of Claim or Declaration				
3	Appearance				
4	Notice under rules 12(2) and 21B(2)				
5	Plea				
6	Claim in reconvention				
7	Reply, if necessary				
8	Drawing up of all documents not specifically mentioned, including request for further particulars, schedule of documents, all affidavits, subpoenas, any notice not otherwise provided for and drawing up of statements by witnesses, per page.				
9	Production of documents for inspection, or inspecting documents, per quarter of an hour or part thereof of the time spent				
10	Each copy of service, per page				
11	The recording of statements by witnesses, per quarter of an hour or part thereof				
12	Notice of trial or reinstatement				
13	Preparing for trial (if counsel not employed)				

	ITEM	SCALE A Claims R0 - R7000.00	SCALE B Claims R7000.01 – R50 000.00	SCALE C R50 000.01 – R200 000.00	SCALE D R200 000.01 and above
14	Attendance at settlement negotiations, for each quarter of an hour or part thereof actually spent in such negotiations				
15	Attending court during trial, or at an on-the-spot inspection, or at postponement or examination on commission, for each quarter of an hour or part thereof spent in court while the case is actually being heard				
15(a)	If counsel not employed				
15(b)	If counsel employed (fee payable to the attorney, excluding counsel fee)				
16	Attending pre-trial conference, for each quarter of an hour or part thereof actually spent in such conference				
17	Attending court to hear reserved judgment, per quarter of an hour or part thereof				
18	Correspondence				
18(a)	For each necessary letter or telegram, per folio				
18(b)	For each letter or telegram received, provided that a fee for perusal shall not be allowed in addition to the fee herein provided for				
19	Attendances: For each necessary attendance not otherwise provided for, per attendance				
20	Necessary formal telephone calls, per call				
21	Telephone consultations: For every 5 minutes or part thereof,				
22	Each necessary consultation, per quarter of an hour or part thereof				
23	Time spent waiting at court (owing to no court being available) per quarter of an hour or part thereof				

	<b>ITEM</b>	<b>SCALE A Claims R0 - R7000.00</b>	<b>SCALE B Claims R7000.01 – R50 000.00</b>	<b>SCALE C R50 000.01 – R200 000.00</b>	<b>SCALE D R200 000.01 and above</b>
24	Travelling time per quarter of an hour or part thereof (only if not in Mossel Bay Municipal area)				
25(a)	Subsistence per day (only if not in Mossel Bay Municipal Area).				
25(b)	Travelling expenses per kilometre (only if not in Mossel Bay Municipal Area).				

<b>OTHER MATTERS (Applications incidental to debt collection such as expropriation of property)</b>					
<b>PRICE PER UNIT (INCL. VAT) 1 July 2027 to 30 June 2028</b>					
	<b>ITEM</b>	<b>SCALE A Claims R0 - R7000.00</b>	<b>SCALE B Claims R7000.01 – R50 000.00</b>	<b>SCALE C R50 000.01 – R200 000.00</b>	<b>SCALE D R200 000.01 and above</b>
1(a)	Instructions to make application or to oppose or to show cause (the court may on request allow a higher amount)				
1(b)	Instructions to make application for liquidation of close corporation, perusal of all documentation and consideration of merits, and all necessary consultations, per 15 minutes.				
2	Drawing up of all documents, affidavits, applications and notices, orders, etc.				
3	Attending court on hearing:				
3(a)	If unopposed or opposed (if counsel not employed), for each quarter of an hour or part thereof actually spent in court				
3(b)	If counsel employed (fee payable to the attorney, excluding counsel fee), for each quarter of an hour actually spent in court of part thereof.				
4(a)	Fee for preparation for argument when opposed				



	ITEM	SCALE A Claims R0 - R7000.00	SCALE B Claims R7000.01 – R50 000.00	SCALE C R50 000.01 – R200 000.00	SCALE D R200 000.01 and above
4(b)	Fee for preparation for trial where proceedings are referred to trial or oral evidence				
5	Consultations and settlement negotiations – when opposed, per quarter of an hour or part thereof.				

<b>TAXATION OF COSTS</b>	
<b>PRICE PER UNIT (INCL. VAT) 1 July 2027 to 30 June 2028</b>	

6	Drawing up bill of costs (An amount of R20 000 as an example will be used for evaluation purposes.)	.....% of bill as taxed
7	Attending taxation (An amount of R20 000 as an example will be used for evaluation purposes.)	.....% of bill as taxed
8	Attending on review of taxation, for each quarter of an hour or part thereof in court while review is actually being heard	
9	Notice of application for review of taxation and service	
10	Affidavit, where necessary	

<b>EXECUTION</b>	
<b>PRICE PER UNIT (INCL. VAT) 1 July 2027 to 30 June 2028</b>	

11(a)	Issue of warrant of execution, ejectment, and delivery up of possession	
11(b)	For each reissue thereof	
12	Inclusive fee for work done in connection with releasing of immovable property attached	
13	Inclusive fee for work done in connection with sale in execution of immovable property only (excluding work in respect of which fees are already provided for elsewhere and the drawing up of the conditions of sale)	
14(a)	Drawing up of notice of sale in terms of rule 41(8) or rule 43(6), or conditions of sale in terms of rule 43(7), per page.	
14(b)	For all other work done and papers and documents supplied to the sheriff of the magistrate's court in connection with a sale in execution of movable property, and inclusive fee of	
15	Security for restitution, where necessary	

<b>WHERE COUNSEL IS EMPLOYED</b>		
<b>PRICE PER UNIT (INCL. VAT) 1 July 2027 to 30 June 2028</b>		
16	Instructions for exception or application, where allowed.	
16(a)	Claim or claims where the aggregate of the claim or claims does not exceed the maximum jurisdictional amount determined by the Minister from time to time in respect of magistrates' courts for districts.	
16(b)	Claim or claims where the aggregate of the claim or claims exceeds the maximum jurisdictional amount determined by the Minister from time to time in respect of magistrates' courts for districts and the process is issued out of a magistrate's court for a regional division	
17	Instructions on trial	
17(a)	Claim or claims where the aggregate of the claim or claims does not exceed the maximum jurisdictional amount determined by the Minister from time to time in respect of magistrates' courts for districts.	
17(b)	Claim or claims where the aggregate of the claim or claims exceeds the maximum jurisdictional amount determined by the Minister from time to time in respect of magistrates' courts for districts and the process is issued out of a magistrate's court for a regional division	
18	Drawing brief on exception or application, where allowed	
19	Drawing brief on trial, per page.	
20	Attending each necessary consultation with counsel, per quarter of an hour or part thereof	
20(a)	Claim or claims where the aggregate of the claim or claims does not exceed the maximum jurisdictional amount determined by the Minister from time to time in respect of magistrates' courts for districts.	
20(b)	Claim or claims where the aggregate of the claim or claims exceeds the maximum jurisdictional amount determined by the Minister from time to time in respect of magistrates' courts for districts and the process is issued out of a magistrate's court for a regional division	
<b>MISCELLANEOUS</b>		
21	Obtaining certified copy of judgement	
22	Obtaining payment in terms of rule 18(4)	
23	Request for security in terms of rule 62(1)	
24	Furnishing security in terms of rule 62(1), per page.	

<b>PROCEEDINGS IN RESPECT OF SECTION 65 AND 65A TO 65M OF THE ACT</b>		
<b>TARIFF PRICE PER UNIT (INCL. VAT) 1 July 2027 to 30 June 2028</b>		
a	Where the claim does not exceed the amount of R1 000.00	
b	Where the claim exceeds the amount of R1 000.00 but is not more than R2 000.00	
c	Where the claim exceeds the amount of R2 000.00	
d	Warrant of arrest (Form 40A)	
e	(i) Emoluments attachment order (Form 38)	
	(ii) Reissue (Certificates included)	
f	Application for costs on notice (including appearance in court)	
g	Obtaining a certified copy of judgment	
h	Affidavit or certificate by the judgment creditor or his or her attorney	
i	For each registered letter forwarded to the debtor in terms of sections 65A(2), 65E(6) or 65J(2) of the Act by the creditor or his or her attorney	
j	Affidavit or affirmation by debtor (Rule 45(7))	
k	Request for an order under section 65 of the Act	
l	Attending postponed proceedings in terms of section 65E(3) of the Act or attending proceedings at court pursuant to the arrest of a judgment debtor, director or officer or pursuant to a notice referred to in 65A(8)(b).	
m	Subpoena	
m(i)	Drawing up of subpoena, per folio	
m(ii)	Every necessary attendance, per attendance	
n	(i) Correspondence: For every necessary letter or telegram written or received, including copy to retain, provided that a fee for perusal shall not be allowed in addition to the fee herein provided for, per folio	
	(ii) Attendances: For each necessary attendance not otherwise provided for, per attendance	
	(iii) Necessary formal telephone calls, per call.	
<b>PROCEEDINGS IN RESPECT OF SECTION 72 OF THE ACT</b>		
<b>TARIFF PRICE PER UNIT (INCL. VAT) 1 July 2027 to 30 June 2028</b>		
a	Where the claim does not exceed R200.00	

b	Where the claim exceeds R200.00	
c	Obtaining certified copy of judgment	
d	Application for an order of execution against the garnishee	
e	Garnishee order (Form 39)	

## **SECTION 2.4: ADVICE / LITIGATION**

### **2.4.1 SPECIAL CONDITIONS OF CONTRACT**

- 2.4.1.1 The successful bidder will be required to certify that each and every invoice submitted for payment has been invoiced in terms of this tender. Notwithstanding other provisions of this tender the Municipality reserves the right to terminate this agreement with the successful bidder should this not be adhered to. The Municipality reserves the right to query invoices, the items thereon and charges, therefore. The Municipality may request that the bidder have the invoices taxed.
- 2.4.1.2 The bidder must submit an all-inclusive detailed specified account as per the pricing schedule to the satisfaction of the Municipality. No charges or expenses will be paid for drawing up of invoices either by way of percentage or time spent or for querying, following-up or amending an invoice.
- 2.4.1.3 Only invoices must be submitted to the Municipality and not "Statements of Account" when invoicing. A Statement may be submitted at the end of each month referring to the relevant invoices delivered.
- 2.4.1.4 Invoices in respect of a specific financial year must be rendered by the end of May annually in order for payment to be done in the current financial year. Invoices will not be carried over into a following financial year except if extenuating circumstances exist for a deviation.
- 2.4.1.5 The successful bidder will be required to fully motivate fees higher than those approved by the Municipality upon receipt of instruction from the Municipality but prior to incurring any costs. The motivation will be considered by the Municipal Manager for approval at his/her sole discretion.
- 2.4.1.6 The Municipality will appoint a panel of attorneys for their respective specialist areas tendered for.
- 2.4.1.7 Should any person nominated as being accountable in terms of this tender leave the Bidder's employ or becomes incapable to render services. The Bidder must replace such person with a person of similar/ equivalent or greater experience prior to such person leaving. The Bidder must inform the Municipality of the new nominee and provide adequate proof to the Municipality's satisfaction within seven (7) days of replacing the person. In this event the Municipality reserves the right to terminate the Bidder's mandate should the replacement not be acceptable or take place within seven (7) days.
- 2.4.1.8 A valid letter of good standing from the relevant law society or Legal Practice Council may be requested by the Municipality, taking into consideration the provision of the Legal Practice Act, No 28 of 2014.
- 2.4.1.9 A valid fidelity fund certificate or proof of application for renewal must be submitted for the bidder, taking into consideration the provisions of the Legal Practice Council or Legal Practice Act, No. 28 of 2014. Failure to provide the required information with the tender document will be seen as submitting a non-responsive bid.
- 2.4.1.10 The Municipality reserves the right to request a certified copy of the accountable person's admittance as an attorney should it not be submitted with the tender document.
- 2.4.1.11 The bidder must establish or have an operational office in the Mossel Bay Municipal area or within 60km from the Main Municipal Building, 101 Marsh Street, Mossel Bay to the satisfaction of the Municipality. Should the bidder not establish or maintain an operational office after award of the bid no instruction will be given until such time that proof of an office has been provided to the satisfaction of the Municipality. The Municipality reserves the right to terminate the attorney's mandate in instances of non-compliance with this tender requirement.
- 2.4.1.12 The person indicated in this tender as being accountable to the Municipality in terms of this tender as well as the support staff must be stationed in the office as per section (f) above.

## 2.4.2 FUNCTIONALITY AND PRICE EVALUATION

2.4.2.1 A bidder scoring less than 80 points out of 100 for the Functionality will be regarded as submitting a non-responsive bid.

2.4.2.2 The following criteria and formula will be used to calculate points for the functionality of the proposal:

### 2.4.3 SPECIALITY AREAS:

2.4.3.1 Litigation, mediation and arbitrations (all forms and fora).

2.4.3.2 Human resources and labour law.

2.4.3.3 Local government laws and fiscal powers in terms section 229 of the Constitution (Municipal Structures Act 117 of 1998; Municipal Systems Act 32 of 2000; Municipal Finance Management Act 56 of 2003; Municipal Property Rates Act 6 of 2004).

2.4.3.4 Regulatory law in respect of local government competencies in Schedules 4B and 5B of the Constitution, particularly municipal planning.

2.4.3.5 Commercial law, particularly drafting of contracts.

Together with the tender, submit the following for evaluation:

- a) A detailed Profile of the Bidder Firm and motivation for placement on the panel must be submitted with the tender as well as the number of years the firm has been in existence.
- b) **Extensive Curriculum Vitae of Partner, Director, Attorney or Consultant who will be accountable/ dealing with the Municipality, including details pertaining to previous Local Government experience and failure to provide the required information will result in submitting a non-responsive bid.**
- c) The relevant criteria must be completed for the relevant speciality areas as indicated.
- d) The bidder will be awarded points according to the speciality areas and to a maximum as indicated below:

SCORING CARD		
	CRITERIA	MAXIMUM POINTS AWARDED
1.	Experience of the bidder (Firm) in the field:	<b><u>30</u></b>
	a) > than 10 years	30
	(b) 5 to 9 years, 11 months	25
	(c) 3 to 4 years, 11 months	20
	(d) Less than 3 years	15

2	Experience of the bidder (Firm) in the Local Government environment a) > than 10 years (b) 5 to 9 years, 11 months (c) 3 to 4 years, 11 months (d) Less than 3 years	<b><u>20</u></b> 20 15 10 5
3.	Experience of support staff a) > than 10 years (b) 5 to 9 years, 11 months (c) 3 to 4 years, 11 months (d) Less than 3 years	<b><u>20</u></b> 20 15 10 5
4.	Experience of person(s) accountable to/ dealing with, the Municipality a) > than 10 years (b) 5 to 9 years, 11 months (c) 3 to 4 years, 11 months (d) Less than 3 years	<b><u>30</u></b> 30 25 20 15

Prospective service providers need to obtain a minimum score of 80 out of 100 in the speciality fields as indicated above in order to be regarded as responsive to this tender.

***Failure to submit the proposals as according to the abovementioned instructions may result in the bidder submitting a non-responsive tender.***

**2.4.5 THE FOLLOWING DOCUMENTATION MUST BE COMPLETED AND RETURNED AND WILL BE USED FOR EVALUATION PURPOSES:**

SPECIALITY AREAS:

Indicate **Yes/No** for field tendered for

- Litigation, mediation and arbitrations (all forms and fora); \_\_\_\_\_
- Human resources and labour law \_\_\_\_\_
- Local government laws and fiscal powers in terms section 229 of the Constitution (Municipal Structures Act 117 of 1998; Municipal Systems Act 32 of 2000; Municipal Finance Management Act 56 of 2003; Municipal Property Rates Act 6 of 2004 \_\_\_\_\_
- Regulatory law in respect of local government competencies in Schedules 4B and 5B of the Constitution, particularly municipal planning; \_\_\_\_\_
- Commercial law, particularly drafting of contracts \_\_\_\_\_

**THE FOLLOWING MUST BE COMPLETED COMPREHENSIVELY AND SUBSTANTIATED BY SUPPORTING DOCUMENTS BY REFERRING TO THE APPLICABLE PAGE OF THE ANNEXURE IN THE SCHEDULE.**

**Complete relevant section for Specialist Area tendered for.**

<b>LITIGATION, MEDIATION AND ARBITRATIONS (ALL FORMS AND FORA)</b>		
	<b>CRITERIA</b>	<b>Motivation by Bidder - <u>Specify page number of annexures</u></b>
1.	Experience of the bidder (Firm) in the field. a) > than 10 years (b) 5 to 9 years, 11 months (c) 3 to 4 years, 11 months (d) Less than 3 years	
2	Experience of the bidder (Firm) in the Local Government environment a) > than 10 years (b) 5 to 9 years, 11 months (c) 3 to 4 years, 11 months (d) Less than 3 years	
3.	Experience of support staff a) > than 10 years (b) 5 to 9 years, 11 months (c) 3 to 4 years, 11 months (d) Less than 3 years	
4.	Experience of person(s) accountable to/ dealing with, the Municipality a) > than 10 years (b) 5 to 9 years, 11 months (c) 3 to 4 years, 11 months (d) Less than 3 years	



<b>HUMAN RESOURCES AND LABOUR LAW</b>		
	<b>CRITERIA</b>	<b>Motivation by Bidder - <u>Specify page number of annexures</u></b>
1.	Experience of the bidder (Firm) in the field. a) > than 10 years (b) 5 to 9 years, 11 months (c) 3 to 4 years, 11 months (d) Less than 3 years	
2	Experience of the bidder (Firm) in the Local Government environment a) > than 10 years (b) 5 to 9 years, 11 months (c) 3 to 4 years, 11 months (d) Less than 3 years	
3.	Experience of support staff a) > than 10 years (b) 5 to 9 years, 11 months (c) 3 to 4 years, 11 months (d) Less than 3 years	
4.	Experience of person(s) accountable to/ dealing with, the Municipality a) > than 10 years (b) 5 to 9 years, 11 months (c) 3 to 4 years, 11 months (d) Less than 3 years	

**LOCAL GOVERNMENT LAWS AND FISCAL POWERS IN TERMS SECTION 229 OF THE CONSTITUTION  
(MUNICIPAL STRUCTURES ACT 117 OF 1998; MUNICIPAL SYSTEMS ACT 32 OF 2000; MUNICIPAL FINANCE  
MANAGEMENT ACT 56 OF 2003; MUNICIPAL PROPERTY RATES ACT 6 OF 2004**

	<b>CRITERIA</b>	<b>Motivation by Bidder - <u>Specify page number of annexures</u></b>
1.	Experience of the bidder (Firm) in the field.  a) > than 10 years (b) 5 to 9 years, 11 months (c) 3 to 4 years, 11 months (d) Less than 3 years	
2.	Experience of the bidder (Firm) in the Local Government environment  a) > than 10 years (b) 5 to 9 years, 11 months (c) 3 to 4 years, 11 months (d) Less than 3 years	
3.	Experience of support staff  a) > than 10 years (b) 5 to 9 years, 11 months (c) 3 to 4 years, 11 months (d) Less than 3 years	
4.	Experience of person(s) accountable to/ dealing with, the Municipality  a) > than 10 years (b) 5 to 9 years, 11 months (c) 3 to 4 years, 11 months (d) Less than 3 years	

**REGULATORY LAW IN RESPECT OF LOCAL GOVERNMENT COMPETENCIES IN SCHEDULES 4B AND 5B OF THE CONSTITUTION, PARTICULARLY MUNICIPAL PLANNING;**

	<b>CRITERIA</b>	<b>Motivation by Bidder - <u>Specify page number of annexures</u></b>
1.	Experience of the bidder (Firm) in the field. a) > than 10 years (b) 5 to 9 years, 11 months (c) 3 to 4 years, 11 months (d) Less than 3 years	
2	Experience of the bidder (Firm) in the Local Government environment a) > than 10 years (b) 5 to 9 years, 11 months (c) 3 to 4 years, 11 months (d) Less than 3 years	
3.	Experience of support staff a) > than 10 years (b) 5 to 9 years, 11 months (c) 3 to 4 years, 11 months (d) Less than 3 years	
4.	Experience of person(s) accountable to/ dealing with, the Municipality a) > than 10 years (b) 5 to 9 years, 11 months (c) 3 to 4 years, 11 months (d) Less than 3 years	

<b>COMMERCIAL LAW, PARTICULARLY DRAFTING OF CONTRACTS</b>		
	<b>CRITERIA</b>	<b>Motivation by Bidder - <u>Specify page number of annexures</u></b>
1.	Experience of the bidder (Firm) in the field. a) > than 10 years (b) 5 to 9 years, 11 months (c) 3 to 4 years, 11 months (d) Less than 3 years	
2	Experience of the bidder (Firm) in the Local Government environment a) > than 10 years (b) 5 to 9 years, 11 months (c) 3 to 4 years, 11 months (d) Less than 3 years	
3.	Experience of support staff a) > than 10 years (b) 5 to 9 years, 11 months (c) 3 to 4 years, 11 months (d) Less than 3 years	
4.	Experience of person(s) accountable to/ dealing with, the Municipality a) > than 10 years (b) 5 to 9 years, 11 months (c) 3 to 4 years, 11 months (d) Less than 3 years	

**2.4.6 PRICE EVALUATION**

- 2.4.6.1 The tender will be evaluated on the 80/20 Preference Points system as prescribed by the Preferential Procurement Regulations, 2022.
- 2.4.6.2 The Municipality will calculate the average of the hourly rate quotes for each specialist area of the Responsive bidders providing pricing for the panels.
- 2.4.6.3 Bidders whose rates are within 40% above and within 40% below the average rate calculated in 2.4.6.2 will be selected for the relevant specialist area.
- 2.4.6.4 Bidders whose rates are more 40% above the average or more than 40% below the average calculated in 2.4.6.2 will not be selected for the panel.
- 2.4.6.5 Work will be distributed subject to the respective specialist areas during the term of this tender.
- 2.4.6.6 The hourly rate tendered includes all fees, internal disbursements, and VAT. This rate excludes external third-party disbursements (e.g. Sheriff fees, tracing, etc.) proof of which must be attached to the invoice. Invoices must indicate if disbursements includes or excludes VAT)
  - 2.4.6.6.1 Required travelling costs outside municipal area will be reimbursed in terms of the Cost Containment Policy for the total of Km’s travelled.
  - 2.4.6.6.2 Required travelling costs inside the municipal area will be for account of the bidder and included in their hourly rate.
  - 2.4.6.6.3 Time-spent for travelling to Court or consultations within municipal area will not be reimbursed.
- 2.4.6.7 **BIDDERS ARE REQUIRED TO SUBMIT PRICES FOR ALL CATEGORIES OF ATTORNEYS EVEN IF THE PERSON IS NOT CURRENTLY EMPLOYED IN THE POST AND MAY BE FILLED IN THE FUTURE, THE MUNICIPALITY MUST HAVE A CHARGED THEREFORE. FAILURE TO SUBMIT PRICES FOR ALL THE CATEGORIES WILL BE SEEN AS SUBMITTING A NON-RESPONSIVE BID.**

Litigation, mediation and arbitrations (all forms and fora)	RATE PER HOUR (INCL. VAT) 1 July 2025 to 30 June 2026	RATE PER HOUR (INCL. VAT) 1 July 2026 to 30 June 2027	PRICE PER HOUR (INCL. VAT) 1 July 2027 to 30 June 2028
Candidate attorney			
Attorney with less than 5 years’ experience post admission			
Attorney with 5 to 10 years’ experience post admission			
Attorney with more than 10 years’ experience post admission			

<b>Human resources and labour law</b>	<b>RATE PER HOUR (INCL. VAT) 1 July 2025 to 30 June 2026</b>	<b>RATE PER HOUR (INCL. VAT) 1 July 2026 to 30 June 2027</b>	<b>PRICE PER HOUR (INCL. VAT) 1 July 2027 to 30 June 2028</b>
Candidate Attorney			
Attorney with less than 5 years' experience post admission			
Attorney with 5 to 10 years' experience post admission			
Attorney with more than 10 years' experience post admission			

<b>Local government laws and fiscal powers in terms section 229 of the Constitution (Municipal Structures Act 117 of 1998; Municipal Systems Act 32 of 2000; Municipal Finance Management Act 56 of 2003; Municipal Property Rates Act 6 of 2004</b>	<b>RATE PER HOUR (INCL. VAT) 1 July 2025 to 30 June 2026</b>	<b>RATE PER HOUR (INCL. VAT) 1 July 2026 to 30 June 2027</b>	<b>PRICE PER HOUR (INCL. VAT) 1 July 2027 to 30 June 2028</b>
Candidate Attorney			
Attorney with less than 5 years' experience post admission			
Attorney with 5 to 10 years' experience post admission			
Attorney with more than 10 years' experience post admission			

<b>Regulatory law in respect of local government competencies in Schedules 4B and 5B of the Constitution, particularly municipal planning</b>	<b>RATE PER HOUR (INCL. VAT) 1 July 2025 to 30 June 2026</b>	<b>RATE PER HOUR (INCL. VAT) 1 July 2026 to 30 June 2027</b>	<b>PRICE PER HOUR (INCL. VAT) 1 July 2027 to 30 June 2028</b>
Candidate Attorney			
Attorney with less than 5 years' experience post admission			
Attorney with 5 to 10 years' experience post admission			
Attorney with more than 10 years' experience post admission			

<b>Commercial law, particularly drafting of contracts</b>	<b>RATE PER HOUR (INCL. VAT) 1 July 2025 to 30 June 2026</b>	<b>RATE PER HOUR (INCL. VAT) 1 July 2026 to 30 June 2027</b>	<b>PRICE PER HOUR (INCL. VAT) 1 July 2027 to 30 June 2028</b>
Candidate Attorney			
Attorney with less than 5 years' experience post admission			
Attorney with 5 to 10 years' experience post admission			
Attorney with more than 10 years' experience post admission			

#### **2.4.7 Appointment of Advocate:**

The Municipality has the right to request that a specific advocate be appointed to attend to the matter, reject the appointment of the request for appointment of an advocate suggested by the service provider and make an enquiry into the fees charged by the advocate. Prior written permission for the appointment of Advocates must be obtained from the Municipality in terms of the Municipality's delegated powers. The letter requesting the appointment of an advocate must be fully motivated and indicate the hourly rate of the Advocate. The prices listed above does not include the fees payable to an advocate.

## 2.5. Key Performance indicators

The following key performance indicators will be applicable to the successful bidder/s and will be measured after each order, to assess the performance:

- **Delivery Time Frame**

<b>Standard</b>	Services must be delivered within agreed timeframe after receipt of an official order depending on the instruction.
<b>Target</b>	100 % achievement
<b>Proof of evidence</b>	<b>Written opinion/outcome as per instruction</b>



**SECTION 3.1: MBD1: BID FOR THE REQUIREMENTS OF THE MUNICIPALITY OF MOSSEL BAY**

**PART A – INVITATION TO BID**

<b>INVITATION TO BID FOR REQUIREMENTS OF THE MOSSEL BAY MUNICIPALITY</b>					
<b>BID NUMBER</b>	TDR50/2024/2025	<b>CLOSING DATE</b>	31 JANUARY 2025	<b>CLOSING TIME</b>	12h00
<b>DESCRIPTION</b>	APPOINTMENT OF CONVEYANCING, ADMINISTRATION OF DECEASED ESTATES, DEBT COLLECTION AND ADVICE/LITIGATION PANELS FOR MOSSEL BAY MUNICIPALITY				
<b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7)</b>					

ORIGINAL COMPLETED BID DOCUMENTS MAY BE POSTED TO REACH THE TENDER BOX BY CLOSING DATE TO:

**The Tender Box  
Mossel Bay Municipality  
P O Box 25  
MOSSEL BAY  
6500**

**OR**

ORIGINAL COMPLETED BID DOCUMENTS MAY BE DEPOSITED IN THE TENDER BOX BY CLOSING DATE AT:

**The Entrance of the Mossel Bay Municipality's Town Hall  
101 Marsh Street  
MOSSEL BAY**

<b>SUPPLIER INFORMATION</b>	
NAME OF BIDDER	
POSTAL ADDRESS AND CODE	
STREET ADDRESS	
TELEPHONE NUMBER	
ALTERNATIVE NUMBER	
E-MAIL ADDRESS	
VAT REGISTRATION NUMBER	

TAX COMPLIANCE STATUS PIN			
CIDB REGISTRATION NUMBER (if applicable)			
<b>A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/SWORN AFFIDAVIT (FOR EME'S &amp; QSE'S) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE)</b>			
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	YES	NO	
B-BBEE STATUS LEVEL SWORN AFFIDAVIT	YES	NO	
<b>ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS/SERVICES/WORK OFFERED?</b>	YES/NO (If YES, enclose proof)		
<b>ARE YOU'RE A FOREIGN BASED SUPPLIER FOR THE GOODS/SERVICES/WORK OFFERED?</b>	YES/NO (If YES, answer Part B)		
<b>TOTAL NUMBER OF ITEMS OFFERED</b>	Various		
<b>TOTAL BID PRICE</b>	Various		
<b>SIGNATURE OF BIDDER</b>			
<b>DATE</b>			
<b>CAPACITY UNDER WHICH THIS BID IS SIGNED</b>			
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:</b>		<b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b>	
DEPARTMENT	SCM	DEPARTMENT	Municipal Manager
CONTACT PERSON	Ms Juanita Schutte	CONTACT PERSON	Ms Melanie Smit
TELEPHONE NUMBER	(044) 606-5198	TELEPHONE NUMBER	(044) 606-5125
E-MAIL ADDRESS	jschutte@mosselbay.gov.za	E-MAIL ADDRESS	msmit@mosselbay.gov.za

**PART B – TERMS AND CONDITIONS FOR BIDDING**

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

SIGNATURE OF BIDDER: .....

CAPACITY UNDER WHICH THIS BID IS SIGNED: .....

DATE: .....

**SECTION 4.1: MBD4: DECLARATION OF INTEREST**

1. No bid will be accepted from persons in the service of the state\*.
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favoritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their 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.**
4. **Bidders are required to declare any change in directorship or membership during the term of this tender should it have had an influence on the award of the bid.**

4.1	Full Name of Bidder OR his OR her representative	
4.2	Identity Number	
4.3	Position occupied in the Company (director, trustee, shareholder <sup>2</sup> )	
4.4	Company Registration Number	
4.5	Tax Reference Number	
4.6	VAT Registration Number	
<b>4.7 The names of all directors/trustees/shareholder's/member, their individual identity numbers and state employee numbers must be indicated in number 4, below.</b>		
4.8 Are you presently in service of the state		<b>YES/NO</b>
4.8.1 If so, furnish particulars .....		
4.9 Have you been in the service of the state for the past twelve months?		<b>YES/NO</b>
4.9.1 If so, furnish particulars .....		
4.10 Do you have any relationship (family, friend, other) with persons in service of the state and who may be involved with the evaluation and or adjudication of this bid?		<b>YES/NO</b>
4.10.1 If so, furnish particulars .....		
4.11 Are you, aware of any relationship (family, friend, other) between a bidder and any persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid?		<b>YES/NO</b>

4.11.1 If so, furnish particulars .....	
4.12 Are any of the company's directors, managers, principal shareholders, or stakeholders in service of the state?	<b>YES/NO</b>
4.12.1 If so, furnish particulars .....	
4.13 Are any spouse, child or parent of the company's directors, managers, principal shareholders, or stakeholders in service of the state?	<b>YES/NO</b>
4.13.1 If so, furnish particulars .....	
4.14 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?	<b>YES/NO</b>
4.14.1 If so, furnish particulars .....	

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

*(a) a member of –*

- (i) any municipal council;*
- (ii) any provincial legislature; or*
- (iii) the national Assembly or the national Council of provinces;*

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

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

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

*(e) a member of the accounting authority of any national or provincial public entity; or*

*(f) an employee of Parliament or a provincial legislature.*



**SECTION 4.2: MBD5: DECLARATION FOR PROCUREMENT ABOVE R10 MILLION**

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

4.2.1 Are you by law required to prepare annual financial statements for auditing?	<b>YES/NO</b>
4.2.1.1 <b>If yes</b> , submit audited annual financial statements for the past three years or since the date of establishment during the past three years. .....	
4.2.2 Do you have any outstanding undisputed commitments for municipal services towards a municipality or any service provider in respect of which payment is overdue for more than 30 days?	<b>YES/NO</b>
4.2.2.1 <b>If no</b> , this serves to certify that the bidder has no undisputed commitments for municipal services towards a municipality or other service provider in respect of which payment is overdue for more than 30 days. .....	
4.2.2.2 <b>If yes</b> , furnish particulars: ..... ..... .....	
4.2.3 Has any contract been awarded to you by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract?	<b>YES/NO</b>
4.2.3.1 <b>If yes</b> , furnish particulars: ..... ..... .....	
4.2.4 Will any portion of goods or services to be sourced from outside the Republic and, if so, what portion and whether any portion of payment from the municipality is expected to be transferred out of the Republic?	<b>YES/NO</b>
4.2.3.1 <b>If yes</b> , furnish particulars: ..... ..... .....	

**SECTION 4.3: MBD6.1: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022.**

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

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

**1. GENERAL CONDITIONS**

1.1 The following preference point systems are applicable to 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).

**1.2 To be completed by the organ of state**

- (a) The 90/10 or 80/20 preference point system will be applicable in this tender. The lowest (goods and services) / highest (sales and leases) acceptable tender will be used to determine the accurate system once tenders are received.

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

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

**1.4 To be completed by the organ of state:**

The maximum points for this tender are allocated as follows:

	POINTS	POINTS
PRICE	80	90
SPECIFIC GOALS	20	10
<b>Total points for Price and SPECIFIC GOALS</b>	<b>100</b>	<b>100</b>

1.5 Failure on the part of a tenderer to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed. The tenderer is however required to submit the proof or documentation required in terms of this specific goals. That documentation may be requested by the municipality.

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



## 2. DEFINITIONS

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

## 3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

### 3.1. POINTS AWARDED FOR PRICE

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

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

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

#### 3.2.1. POINTS AWARDED FOR PRICE

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

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

**4. POINTS AWARDED FOR SPECIFIC GOALS**

**4.1.** In terms of Mossel Bay Preferential Procurement Policy, 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 1: Specific goals for the tender and points claimed are indicated per the table below.**

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

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

**4.3.** 50% of the 20/10 points will be allocated to promote this goal and points will be allocated in terms of the B-BBEE scorecard as follows.

<b>B-BBEE Status Level of Contributor</b>	<b>Number of Points for Preference (80/20)</b>	<b>50% of Points for Preference</b>
1	20	10
2	18	9
3	14	7
4	12	6
5	8	4
6	6	3
7	4	2
8	2	1
Non-compliant contributor	0	0

B-BBEE Status Level of Contributor	Number of Points for Preference (90/10)	50% of Points for Preference
1	10	5
2	9	4.50
3	6	3
4	5	2.50
5	4	2
6	3	1.50
7	2	1
8	1	0.50
Non-compliant contributor	0	0

- (a) A tenderer must submit proof of its B-BBEE status level contributor [scorecard].  
(b) A tenderer failing to submit proof of B-BBEE status level of contributor may only score in terms of the 80/90-point formula for price; and scores 0 points for B-BBEE status level of contributor.

**4.3.1 B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 4.1**

B-BBEE Status Level of Contributor : .....

**(Only indicate your B-BBEE Status Level of Contributor – the points will be calculated by the Municipality)**

**4.4. Points for specific goals to promote suppliers or service providers located in a province, district, or municipal area / (hereafter referred to as locality)**

- (a) Each tender must specify in the invitation to tender that a maximum of 50% of the 20/10 points will be allocated to promote the specific goal of locality.  
(b) Only one of the points as set out below that best describes the enterprise's locality may be awarded if applicable.

No	Requirement	Points for enterprises within the Mossel Bay municipal area	Points for enterprises within the Garden Route District region	Points for enterprises within the Western Cape Province and other Provinces
1	Procurement under the 80/20 preference points system where the supplier or service provider is located in:	10	6	4
2	Procurement under the 90/10 preference points system where the supplier or service provider is located in:	5	3	2

- (c) Bidders must submit one of the following in order to receive points for the abovementioned criterion.
  - (i) Municipal Account of bidder's address as indicated in bid document;
  - (ii) If the address as indicated in bid document is not in the name of the bidder, the latest lease agreement for this address or sworn affidavit from the registered owner of the property stating occupancy by the bidder is required.
  - (iii) The business address of the bidder as indicated in the MBD6.1 of the bid document as the business premises should be established/leased prior to the advertisement date.
  - (iv) Only fully operational business premises will be accepted. All vacant erven, storage units and postal addresses do not qualify as a business premises.

**4.4.1 LOCALITY CLAIMED IN TERMS OF PARAGRAPHS 4.4**

Locality (indicate as per table above) : .....

**(The address provided in 4.5 below, will be used to determine the locality as per 4.4 above)**

**4.5. MUNICIPAL INFORMATION**

Municipality where business is situated : .....

Registered Account Number : .....

Stand Number : .....

**DECLARATION WITH REGARD TO COMPANY/FIRM**

**4.6.** Name of company/firm.....

**4.7.** Company registration number: .....

**4.8. 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]

**4.9.** 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.

WITNESSES

1. ....

2. ....

.....  
SIGNATURE(S) OF BIDDERS(S)

DATE: .....

ADDRESS: .....

.....

.....

**SECTION 4.4: MUNICIPAL RATES AND TAXES**

Names of Directors/Partners/Senior Managers	Physical residential address of the Directors/Partners/Senior Managers	Residential Municipal Account number(s)	Name of Municipality

\*Documentation as indicated in Section 1.2.8.2 must be submitted with the tender document.

**DECLARATION**

I, THE UNDERSIGNED (NAME and SURNAME) .....

**CERTIFY THAT THE INFORMATION FURNISHED ABOVE IS CORRECT. I ACCEPT THAT THE STATE MAY ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.**

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder



## SECTION 4.6: MBD8: 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. wilfully 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 as a company or person prohibited from doing business with the public sector?</p> <p><b>(Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the audi alteram partem rule was applied).</b></p> <p><b>The Database of Restricted Suppliers now resides on the National Treasury's website(<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) and can be accessed by clicking on its link at the bottom of the home page.</b></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><b>The Register Tender Defaulters can be accessed on the National Treasury's website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) by clicking on its link at the bottom of the home page.</b></p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	<p>Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		



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"/>
4.5.1	If so, furnish particulars:		

**CERTIFICATION**

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

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

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder

## SECTION 4.7: MBD9: CERTIFICATE OF INDEPENDENT BID DETERMINATION

1. This Municipal Bidding Document (MBD) must form part of all bids<sup>1</sup> 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). <sup>2</sup> 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 (MBD9) must be completed and submitted with the bid:

<sup>1</sup> Includes price quotations, advertised competitive bids, limited bids and proposals.

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

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

I, the undersigned, in submitting the accompanying bid:

**TDR50/2024/2025: APPOINTMENT OF CONVEYANCING, ADMINISTRATION OF DECEASED ESTATES,  
DEBT COLLECTION AND ADVICE/LITIGATION PANELS FOR MOSSEL BAY MUNICIPALITY**

---

in response to the invitation for the bid made by:

**MOSSEL BAY MUNICIPALITY**

---

(Name of Municipality / Municipal Entity)

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

I certify, on behalf of: \_\_\_\_\_

that: (Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
  - (a) has been requested to submit a bid in response to this bid invitation;
  - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
  - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>3</sup> will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
  - (a) prices;
  - (b) geographical area where product or service will be rendered (market allocation)
  - (c) methods, factors or formulas used to calculate prices;
  - (d) the intention or decision to submit or not to submit, a bid;

- (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
- (f) bidding with the intention not to win the bid.

8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
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

<sup>3</sup> 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.

**SECTION 5: DECLARATION**

1. I hereby declare that I have read, understood, agree and comply with all of the sections below, if included, that it shall be deemed to form and be construed as part of this agreement:

- (i) Bidding documents, viz
  - Invitation to bid;
  - Tax Compliance Status Pin;
  - Pricing schedule(s);
  - Technical Specification(s);
  - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations;
  - Points claims in terms of specific goals for locality;
  - 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 am duly authorised to sign this document.

NAME (PRINT) .....

CAPACITY .....

SIGNATURE .....

NAME OF FIRM .....

DATE .....

<b>WITNESSES</b>	
1	.....
2.	.....
DATE:	.....

**SECTION 6.1: MBD7.1: CONTRACT FORM: PART 1 (TO BE COMPLETED BY THE BIDDER)**

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

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 Compliance Status Pin;
  - Pricing schedule(s);
  - Technical Specification(s);
  - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations;
  - Points claims in terms of specific goals for locality;
  - 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 goods and/or works 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.

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

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

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

NAME (PRINT) .....

CAPACITY .....

SIGNATURE .....

NAME OF FIRM .....

DATE .....

WITNESSES	
1	.....
2.	.....
DATE:	.....

**SECTION 6.2: MBD7.2: CONTRACT FORM: PART 1 (TO BE COMPLETED BY THE PURCHASER)**

1. I.....in my capacity as **Municipal Manager** ..... accept your bid under reference number **TDR50/2024/2025** dated..... for the supply of goods/works indicated hereunder and/or further specified in the annexure(s).
2. An official order indicating delivery instructions is forthcoming.
3. I undertake to make payment for the goods/works delivered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice accompanied by the delivery note.

ITEM NO	PRICE (ALL APPLICABLE TAXES INCLUDED)	BRAND	DELIVERY PERIOD	B-BBEE STATUS LEVEL OF CONTRIBUTION	LOCALITY

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

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

NAME AND SURNAME (PRINT) .....

SIGNATURE .....

OFFICIAL STAMP

WITNESSES

1. ....

2. ....

DATE .....

1. ....

2. ....

DATE .....

**SECTION 6.3: THE RESOLUTION TAKEN BY THE BOARD OF DIRECTORS OF A JOINT VENTURE**

**RESOLUTION** of a meeting of the Board of Directors / Members / Partners of

---

NAME OF TENDERER (Must agree with bidder details)

Held at \_\_\_\_\_ on \_\_\_\_\_  
(Place) (Date)

**RESOLVED THAT:**

1. The enterprise submits a Tender to Mossel Bay Municipality in respect of the following:

**TDR50/2024/2025: APPOINTMENT OF CONVEYANCING, ADMINISTRATION OF DECEASED ESTATES, DEBT COLLECTION AND ADVICE/LITIGATION PANELS FOR MOSSEL BAY MUNICIPALITY**

(list all the legally correct full names and registration numbers, if applicable, of the Enterprises forming the Joint Venture).

\_\_\_\_\_ and

\_\_\_\_\_ and

\_\_\_\_\_ and

\_\_\_\_\_ and

\_\_\_\_\_ and

\_\_\_\_\_ and

2. Mr./Mrs./Ms. \_\_\_\_\_

In his/her capacity as \_\_\_\_\_

and who will sign as follows: \_\_\_\_\_



(SPECIMEN SIGNATURE)

be, and is hereby, authorised to sign the Tender and all other documents and/or correspondence in connection with and relating to the Tender, as well as to sign any contract, and or all documentation resulting from the award of the Tender to the **Joint Venture** enterprise mentioned above.

3. The enterprise in the form of a joint venture accept jointly and several liability, with parties under item 1 above for the fulfilment of the obligations of the joint venture deriving from, and in any way connected with the contract to be entered with the Mossel Bay Municipality in respect of the project described above under item 1.
4. The **Joint Venture** enterprise chooses as its domicilium citandi et executandi for all purposes arising from the joint venture agreement and contract with the Mossel Bay Municipality in respect of the project under item 1:

(Physical Address) \_\_\_\_\_

---

Note: The resolution **must be signed by all directors or members / partners** of the bidding enterprise. Should the space provided below not be enough for all the directors to sign, please provide a separate sheet in the same format below:

NB: **COMPULSARY TO BE COMPLETED** IN CASE OF JOINT VENTURE

	NAME	ID NUMBER	DIRECTORS/OWNERS PERSONAL TAX NO	SIGNATURE
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				

Name of Joint Venture	
Names of Each Enterprise:	
(1) Name and Address of Enterprise:	
(2) Name and Address of Enterprise:	
(3) Name and Address of Enterprise:	
Has an original valid Tax Clearance Certificate been submitted for each enterprise:	Yes <input type="checkbox"/> No <input type="checkbox"/>
CIDB Registration Number(s), if applicable:	

**Submit your Joint Venture Agreement together with this tender document. If no Joint Venture Agreement is submitted, the tender will be seen as non-responsive.**

**SIGNED ON BEHALF OF JOINT VENTURE \_\_\_\_\_**