



Provincial Supply Chain Management

Request for Proposal

Page 1 of 3

RFP NUMBER												
RFP DESCRIPTION												
CUSTOMER DEPARTMENT												
CUSTOMER INSTITUTION												
BRIEFING SESSION	Y		N		SESSION COMPULSORY				Y		N	
					SESSION HIGHLY RECOMMENDED				Y		N	
BRIEFING VENUE					DATE					TIME		
COMPULSORY SITE INSPECTION	Y		N		DATE					TIME		
INSPECTION ADDRESS												
TERM AGREEMENT CALLED FOR?	Y		N		TERM DURATION							
CLOSING DATE					CLOSING TIME							
TENDER BOX LOCATION												
GPT is acting as Common Service Provider or buying organisation on behalf of all Gauteng Provincial Government Customer Departments / Institutions. The goods / services are therefore required by the Customer Department / Institution, as indicated on this form RFP 01.												

Notes:

- All bids / tenders must be deposited in the Tender Box at the following address:
Gauteng Provincial Treasury, Imbumba House, 75 Fox Street, Marshalltown, Johannesburg
- Bids / tenders must be deposited in the Tender Box on or before the closing date and time.
- Bids / tenders submitted by fax will not be accepted.
- The GPT Tender Box is generally open 24 hours a day, 7 days a week.
- This bid is subject to the preferential procurement policy framework act and the preferential procurement regulations, 2017, the general conditions of contract (gcc) 2010 and, if applicable, any other special conditions of contract.
- ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL GPG RFP FORMS – (NOT TO BE RE-TYPED)
- ALL REQUIRED INFORMATION MUST BE COMPLETED (FAILURE TO DO SO MAY RESULT IN YOUR BID BEING DISQUALIFIED):

The Tendering System

The RFP Pack is mainly for "PRE-QUALIFICATION OF BIDDERS" and it consists of only one section namely, Section 1. This section must be submitted clearly marked with the Tender Number and the Section Number.

Training sessions

Non-compulsory "How to tender" workshops are held every Wednesday at 75 Fox Street from 10:00-13:00.



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SUPPLIER INFORMATION					
COMPANY NAME					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER		CODE		NUMBER	
CELLPHONE NUMBER					
FACSIMILE NUMBER		CODE		NUMBER	
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS		TAX COMPLIANCE SYSTEM PIN:		CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE		TICK APPLICABLE BOX]		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	
		<input type="checkbox"/> Yes <input type="checkbox"/> No		[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No	
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?		<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED? <input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE IN RFP 09]	

SIGNATURE OF BIDDER		DATE	
CAPACITY UNDER WHICH THIS BID IS SIGNED			

This RFP is subject to the General Conditions of Contract and where applicable any other Special Conditions of Contract.



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Tender documents can be obtained from <http://www.treasury.gpg.gov.za>

ANY ENQUIRIES REGARDING BIDDING PROCEDURE MAY BE DIRECTED TO:

DEPARTMENT	
CONTACT PERSON	
TELEPHONE NUMBER	
FACSIMILE	
E-MAIL ADDRESS	

ANY ENQUIRIES REGARDING TECHNICAL INFORMATION MAY BE DIRECTED TO:

DEPARTMENT	
CONTACT PERSON	
TELEPHONE NUMBER	
FACSIMILIE	
E-MAIL ADDRESS	

TYPE OF CONTRACT (COMPLETED BY PROJECT MANAGER)

SERVICE BASED	Y	N		TERM BASED TYPE	Y	N		VALUE BASED TYPE	Y	N	
VALUE BASED	Y	N									
QUANTITY BASED	Y	N									
TERM BASED	Y	N									



Provincial Supply Chain Management

RFP Point System

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RFP NUMBER		CLOSING DATE	
VALIDITY OF RFP		CLOSING TIME	

In case of queries, please contact the GPT Contact Centre at tel: 0860 011 000

*GPT is acting as Common Service Provider or buying organisation on behalf of all Gauteng Provincial Government Customer Departments / Institutions.

The goods / services are therefore required by the Customer Department / Institution, as indicated on RFP 01.

The Gauteng Provincial Government requests your bid on the goods and/or services listed on the attached forms. Please furnish all information as requested and return your bid on the date stipulated. Late and incomplete submissions may invalidate the bid submitted.

This RFP will be evaluated on the basis of Preferential Procurement Regulation, 2017 pertaining to the Preferential Procurement Policy Framework Act (Act number 5 of 2000).

Point System

Points SHALL be allocated as follows:

Points for

Points for

*** It is the responsibility of the bidder to attach A VALID SWORN AFFIDAVIT {EME/QSE} ATTESTED BY A COMMISSIONER OF OATHS OR VALID CERTIFIED COPY OF B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE WITH THIS RFP DOCUMENT TO QUALIFY FOR THE PREFERENCE POINTS**



Provincial Supply Chain Management

Instructions to Bidders

Page 1 of 2

1. The RFP (Request for Proposal) Pack is drawn up so that certain essential information should be furnished in a specific manner. Any additional particulars shall be furnished in a separate annexure.
2. The RFP forms should not be retyped or redrafted, but photocopies may be prepared and used. Additional offers may be made for any item, but only on a photocopy of the page in question or on other forms obtainable from the relevant Department or Institution advertising this RFP. Additional offers made in any other manner may be disregarded.
3. Should the RFP forms not be filled in by means of electronic devices, bidders are encouraged to complete forms in a black ink.
4. Bidders shall check the numbers of the pages and satisfy themselves that none are missing or duplicated. No liability shall be accepted with regards to claims arising from the fact that pages are missing or duplicated.
5. The forms RFP 04 to RFP 09 and PREF documents shall be completed, signed and submitted with the bid. RFP 10 (National Industrial Participation Programme Form) will only be added to the RFP pack to be completed by bidders when an imported component in excess of US \$ 10 million is expected.
6. A separate RFP 06 form (RFP Price Schedule per item) shall be completed in respect of each item. Photocopies of this form may be prepared and used or additional copies, (if required) are obtainable from the relevant Department or Institution advertising this RFP (not applicable for Pre-qualification of Bidders).
7. Firm delivery periods and prices are preferred. Consequently bidders shall clearly state whether delivery periods and prices will remain firm or not for the duration of any contract, which may result from this RFP, by completing RFP 06 (RFP Price Schedule per item) and RFP 07 (Non-Firm Prices per item) (not applicable for Pre-qualification of Bidders).
8. If non-firm prices are offered bidders must ensure that a separate RFP 07 (Non-Firm Prices per item) is completed in respect of each item for which a non-firm price is offered. Photocopies of this form may be prepared and used or additional copies, (if required) are obtainable from the relevant Department or Institution advertising this RFP (not applicable for Pre-qualification of Bidders).
9. Where items are specified in detail, the specifications form an integral part of the RFP document (see the attached specification) and bidders shall indicate in the space provided whether the items offered are to specification or not (not applicable for Pre-qualification of Bidders).
10. In respect of the paragraphs where the items offered are strictly to specification, bidders shall insert the words "as specified" (see the attached specification) (not applicable for Pre-qualification of Bidders).
11. In cases where the items are not to specification, the deviations from the specifications shall be indicated (see the attached specification).
12. In instances where the bidder is not the manufacturer of the items offered, the bidder must as per RFP 06 (RFP Price Schedule per item) submit a Letter of Supply from the relevant manufacturer or his supplier (not applicable for Pre-qualification of Bidders).
13. The offered prices shall be given in the units shown in the attached specification, as well as in RFP 06 (RFP Price Schedule per item) (not applicable for Pre-qualification of Bidders).
14. With the exception of imported goods, where required, all prices shall be quoted in South African currency. Where bids are submitted for imported goods, foreign currency information must be supplied by completing the relevant portions of RFP 06 (RFP Price Schedule per item) and RFP 07 (Non-Firm Prices per item) (not applicable for Pre-qualification of Bidders).
15. Unless otherwise indicated, the costs of packaging materials (if applicable) are for the account of the bidder and must be included in the bid price on RFP 06 (RFP Price Schedule per item) (not applicable for Pre-qualification of Bidders).
16. Delivery basis (not applicable for Pre-qualification of Bidders):
 - (a) Supplies which are held in stock or are in transit or on order from South African manufacturers at the date of offer shall be offered on a basis of delivery into consignee's store or on his site within the free delivery area of the bidder's centre, or carriage paid consignee's station, if the goods are required elsewhere.
 - (b) Notwithstanding the provisions of paragraph 16(a), offered prices for supplies in respect of which installation / erection / assembly is a requirement, shall include ALL costs on a "delivered on site" basis, as specified on RFP 06 (RFP Price Schedule per item).
17. Unless specifically provided for in the RFP document, no bids transmitted by facsimile or email shall be considered.
18. Failure on the part of the bidder to sign any of the forms RFP 04 to RFP 10 and PREF documents and thus to acknowledge and accept the conditions in writing or to complete the attached RFP forms, Preference documents, questionnaires and specifications in all respects, may invalidate the bid.
19. Bids should preferably not be qualified by the bidder's own conditions of bid. Failure to comply with these requirements (i.e. full



Provincial Supply Chain Management

Instructions to Bidders

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acceptance of the General Conditions of Contract or to renounce specifically the bidder's own conditions of bid, when called upon to do so, may invalidate the bid.

20. In case of samples being called for together with the bid (refer to RFP 05 in this regard), the successful bidder may be required to submit **pre-production samples** to the South African Bureau of Standards (SABS) or such testing authority as designated at the request of the relevant Department concerned. Unless the relevant Department decides otherwise, pre-production samples must be submitted within thirty (30) days of the date on which the successful bidder was requested to do so. Mass production may commence only after both the relevant Department and the successful bidder have been advised by the SABS that the pre-production samples have been approved.
21. Should the pre-production samples pass the inspections / tests at the first attempt, the costs associated with the inspections / tests will be for the account of the relevant Department. If the SABS or such testing authority as designated do not approve the pre-production samples, but requires corrections / improvements, the costs of the inspections / tests must be paid by the successful bidder and samples which are acceptable in all respects must then reach the SABS or such testing authority as designated within twenty-one (21) days of the date on which the findings of the SABS or such testing authority as designated were received by the successful bidder. Failure to deliver samples within the specified time and to the required standards may lead to the cancellation of the intended contract.
22. In case of samples being called for together with the bid (refer to RFP 05 in this regard), the samples must be submitted together with the bid before the closing time and date of the RFP, unless specifically indicated otherwise. Failure to submit the requested sample(s) before the closing time and date of the RFP may invalidate the bid.
23. In cases where large quantities of a product are called for, it may be necessary for the relevant item to be shared among two (2) or more suppliers.
24. In cases where the relevant Department or Institution advertising this RFP may deem it necessary, a formal contract may be entered into with the successful bidder, in addition to a Letter of Acceptance and / or purchase order being issued.
25. If any of the conditions on the RFP forms are in conflict with any special conditions, stipulations or provisions incorporated in the bid invitation, such special conditions, stipulations or provisions shall apply.
26. This RFP is subject to the General Conditions of Contract and re-issues thereof. Copies of these conditions are obtainable from any office of the Gauteng Provincial Government (GPG).
27. Each bid must be submitted in a separate, sealed envelope on which the following must be clearly indicated:
 - NAME AND ADDRESS OF THE BIDDER;
 - THE BID (RFP) NUMBER; AND
 - THE CLOSING DATE.

The bid must be deposited or posted;

 - posted to Gauteng Provincial Treasury and to reach the destination not later than the closing time and date; OR
 - deposited in the tender box of the Gauteng Provincial Treasury before the closing time and date.
28. The Gauteng Provincial Government has become a member and as such a key sponsor of the Proudly South African Campaign. GPG therefore would like to procure local products of a high quality, produced through the practise of sound labour relations and in an environment where high environmental standards are maintained. In terms of the Proudly South African Campaign South African companies are encouraged to submit interesting and innovative achievements in the manufacturing field (if relevant to this RFP) – including information on new products, export achievements, new partnerships and successes and milestones.
29. **Compulsory GPG Contract:** It is a mandatory requirement that successful bidder/s (to whom a tender is awarded) sign a GPG Contract upon award of any given contract.

 <p>GAUTENG PROVINCE PROVINCIAL TREASURY REPUBLIC OF SOUTH AFRICA</p>	<h1>Provincial Supply Chain Management</h1>	
	<h2>Bid Commitment and Declaration of Interest</h2>	<h2>Page 1 of 3</h2>

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

Any person (natural or juristic) may make an offer or offers in terms of this invitation to bid. In line with the principles of transparency, accountability, impartiality, and ethics as enshrined in the Constitution of the Republic of South Africa and further expressed in various pieces of legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.

Where a person/s are listed in the Register for Tender Defaulters and / or the List of Restricted Suppliers, that person will automatically be disqualified from the bid process.

2. Bidder's declaration

- 2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest¹ in the enterprise, employed by the state?

YES		NO	
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- 2.1.1 If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/ directors / trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below.

Full Name	Identity Number	Name of State institution

¹ the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise.

 <p>GAUTENG PROVINCE PROVINCIAL TREASURY REPUBLIC OF SOUTH AFRICA</p>	<h1>Provincial Supply Chain Management</h1>	
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- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 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.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

Signature		Date	
Position		Name of Bidder	

 <p style="margin-top: 10px;">GAUTENG PROVINCE PROVINCIAL TREASURY REPUBLIC OF SOUTH AFRICA</p>	<h1 style="margin: 0;">Provincial Supply Chain Management</h1>
<p style="font-size: 1.2em; font-weight: bold;">Special Conditions</p>	<p style="font-size: 1.2em;">Page 1 of 3</p>

RFP NUMBER	
RFP DESCRIPTION	
CUSTOMER DEPARTMENT	
CUSTOMER INSTITUTION	

THE FOLLOWING MUST ACCOMPANY YOUR BID, IF INDICATED BY "√"

Samples		<p>SABS /Equivalent Certificate May not be older than one (1) year, the cost of which will be for the account of the bidder.</p>		Bidders Briefing Session	
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 <p>GAUTENG PROVINCE PROVINCIAL TREASURY REPUBLIC OF SOUTH AFRICA</p>	<h1>Provincial Supply Chain Management</h1>	
	<h2>Special Conditions</h2>	<p>Page 2 of 3</p>

EVALUATION METHODOLOGY

Bidders must complete Compulsory documents and attach it to their tender document, failing which the tender shall not be considered for Stage 1 evaluation.

Points will be awarded in accordance with the Preferential Procurement Policy Framework Act (PPPFA)

Stage 1

Criteria for Functionality	Points
TOTAL	

Bidders are required to use an envelope bidding system, whereby the Technical Proposal (Stage 1) will be placed in a sealed and marked envelope :

- Stage One-

 <p style="margin: 0;">GAUTENG PROVINCE PROVINCIAL TREASURY REPUBLIC OF SOUTH AFRICA</p>	<h1 style="margin: 0;">Provincial Supply Chain Management</h1>		
	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%; padding: 5px;">Special Conditions</td> <td style="width: 40%; padding: 5px;">Page 3 of 3</td> </tr> </table>	Special Conditions	Page 3 of 3
Special Conditions	Page 3 of 3		

SUPPLIER JOB CREATION ANALYSIS

Company Name		Date Est.	
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	Permanent	Temp	SA Citizens	Other	Comments
Staff compliment at Establishment of Enterprise					
Current staff compliment					
Number of jobs to be created if Bid is successful					

- The successful bidder may be audited during the course of the contract to verify the above information.

Comments to include:

- If Job Creation is direct (by your own company) or indirect (by your supplier)
- Where the jobs created for employees that were in existing positions or unemployed? (Net Job Creation)

NOTE: Job Creation should adhere to all applicable RSA Legislation and Regulations.

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THIS SECTION IS FOR OFFICE USE ONLY!						
Observations	Initial Job Count	Job Creation Potential	1 st Quarter	2 nd Quarter	3 rd Quarter	4 th Quarter
Year 1						
Year 2						
Year 3						
Year 4						
Year 5						



TERMS OF REFERENCE

INVITATION OF SERVICE PROVIDERS TO SUBMIT PROPOSALS FOR THE ESTABLISHMENT OF A PRE-QUALIFIED LIST OF BIDDERS OF LAW FIRMS THAT WILL BE USED TO PROVIDE LEGAL SERVICES TO THE GAUTENG DEPARTMENT OF EDUCATION FOR A PERIOD OF THREE (3) YEARS

The GDE has produced this document in good faith. The GDE, its agents, and its employees and associates do not warrant its accuracy or completeness. The GDE makes no representation, warranty, assurance, guarantee or endorsements to any provider/bidder concerning the document, whether it is in regards to its accuracy, completeness or otherwise. The GDE shall have no liability towards the responding service providers or any other party in connection therewith

INVITATION OF SERVICE PROVIDERS TO SUBMIT PROPOSALS FOR THE ESTABLISHMENT OF A PRE-QUALIFIED LIST OF BIDDERS OF LAW FIRMS THAT WILL BE USED TO PROVIDE LEGAL SERVICES TO THE GAUTENG DEPARTMENT OF EDUCATION FOR A PERIOD OF THREE (3) YEARS

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INVITATION OF SERVICE PROVIDERS TO SUBMIT PROPOSALS FOR THE ESTABLISHMENT OF A PRE-QUALIFIED LIST OF BIDDERS OF LAW FIRMS THAT WILL BE USED TO PROVIDE LEGAL SERVICES TO THE GAUTENG DEPARTMENT OF EDUCATION FOR A PERIOD OF THREE (3) YEARS

BACKGROUND

The Gauteng Department of Education (GDE) legal services mandate is to provide legal support to the head office, district offices and all schools. The high number of incidents requires immediate response to these incidents as they happen at schools. This is to assist the Department in making sure that there is compliance with the legislative framework. Due to the nature of these incidents and possible litigation against the Department, the legal department is required from time to time to utilize external service providers due to capacity in relation to specific assignments.

It is the intention of the GDE to obtain the required legal services by awarding assignments via the establishment of an approved pre-qualified list of service providers so as to accommodate as many small and medium enterprises as possible.

This request for proposals sets out clear specifications of the services required in terms of which contracts will be awarded. Compliance to the aforementioned will ensure that listed service providers are allocated work assignments on a rotation basis. The purpose of a clear demand profile as captured in the specification is to specify the requirements of the GDE to acquire the necessary skills and expertise over the abovementioned period of three years on an “as and when needed” basis. Please note that the duration and period of the contracts entered into with accredited service providers may vary according to the services required and will not necessarily cover the entire period.

1. LEGAL FRAMEWORK

The following legislative framework will be applicable:

- 1) The Constitution of the Republic of South Africa, No. 108 of 1996 as amended
- 2) Public Finance Management Act; No 1 of 1999 as amended
- 3) Preferential Procurement Policy Framework Act 5 of 2000, as amended
- 4) Preferential Procurement Regulations of 2017 as amended

INVITATION OF SERVICE PROVIDERS TO SUBMIT PROPOSALS FOR THE ESTABLISHMENT OF A PRE-QUALIFIED LIST OF BIDDERS OF LAW FIRMS THAT WILL BE USED TO PROVIDE LEGAL SERVICES TO THE GAUTENG DEPARTMENT OF EDUCATION FOR A PERIOD OF THREE (3) YEARS

- 5) Broad Based Black Economic Empowerment (B-BBEE) Act No. 53 of 2003 as amended
- 6) Treasury Regulations 1 April 2017 as amended
- 7) Financial Intelligence Act No 38 of 2001, as amended
- 8) Promotion of Administrative Justice Act No 3 of 2000, as amended
- 9) Protected Disclosures Act No 26 of 2000, as amended
- 10) Electronic Communications and Transactions Act 25 of 2002
- 11) Employment Equity Act, No 55 of 1998
- 12) Skills Development Act, Act 97 of 1998
- 13) Skills Development Levies Act, 97 of 1999
- 14) National economic Development & Labour Council Act (NEDLAC), No 35 of 1994
- 15) South African Qualifications Authority Act, No 58 of 1995
- 16) Public Service Act No 30 of 1994; as amended
- 17) Employment of Educators Act, No. 76 of 1998
- 18) Labour Relations Act, No. 66 of 1995
- 19) National Education Policy Act, No 27 of 1996
- 20) South African Schools Act, No. 84 of 1996; As amended
- 21) Gauteng Schools Education Act No. 6 of 1995 as amended
- 22) Promotion of Access to Information Act No. 2 of 2000 as amended
- 23) Protection of Personal Information Act No 4. 2013
- 24) Children Act No 38 of 2005
- 25) Disaster Management Act No 57 of 2002
- 26) Inter Government Relations Act No 13 of 2005; as amended
- 27) Compensation for Occupational Injuries and Diseases Act 130 of 1993 as amended
- 28) The Occupational Health and Safety Act No. 85 of 1993 as amended

INVITATION OF SERVICE PROVIDERS TO SUBMIT PROPOSALS FOR THE ESTABLISHMENT OF A PRE-QUALIFIED LIST OF BIDDERS OF LAW FIRMS THAT WILL BE USED TO PROVIDE LEGAL SERVICES TO THE GAUTENG DEPARTMENT OF EDUCATION FOR A PERIOD OF THREE (3) YEARS

2. PROJECT BRIEF

2.1 The Department will use the pre-qualified list of service providers to:

- a) Investigate incidents at schools, districts and Head Office thereby mitigating the reputational risk for the Department and ensuring that there is accountability of the responsible officials if any.
- b) Mediate high-profile cases against the Department in ensuring that the department avoids litigation and reduce litigation cost
- c) Draft legislation.

2.2 The successful service providers will be expected to render legal services as and when required in the following categories:

- a) The law of delict and contract
- b) Mediation, Alternative Dispute Resolution (ADR), prosecuting and /or presiding in high profile hearings – labour law
- c) Drafting, Interpretation & Review of Legislations, Regulations & Policies
- d) Litigation
- e) Human Rights legislations, matters related to social issues, family law and Public international law
- f) Legal and Forensic Investigation

3. SCOPE OF WORK

3.1 Appointed service providers will be required to:

- a) Research and gather evidence
- b) Prepare legal documents
- c) Represent and defend the department in court and where required
- d) Provide legal advice to the department

INVITATION OF SERVICE PROVIDERS TO SUBMIT PROPOSALS FOR THE ESTABLISHMENT OF A PRE-QUALIFIED LIST OF BIDDERS OF LAW FIRMS THAT WILL BE USED TO PROVIDE LEGAL SERVICES TO THE GAUTENG DEPARTMENT OF EDUCATION FOR A PERIOD OF THREE (3) YEARS

- e) Investigate incidents and provide reports to the department within 3 days on request after appointment
 - f) Provide advice to the department on request
 - g) Review of policies and legislation
 - h) Mediate disputes, litigation claims and negotiating on behalf of the department
 - i) Conclude the assignments within stipulated timelines which will be determined by the GDE as and when required
 - j) Provide functional skills, capacity and experience with indication of number of years of personnel experience in rendering services that are required and submit CVs with qualifications of all personnel with focus on law matters. At minimum qualifications must be as follows:
 - Legal Director or project leader (NQF level 9 (Master's Degree or equivalent) or higher
 - Professional Assistant NQF level 8 (Honour's Degree/Professional or equivalent)
 - Personnel NQF level 7 (B-degree or equivalent)
 - k) Maintain a regular liaison with the responsible manager of the GDE
 - l) Meet with the responsible manager, as may be required to report on the progress of the project and highlight any issues, risks, changes and/or any deviation from the plan of action.
- 3.2** There may also be a need for one or two service providers to work together on particular projects/assignments.

INVITATION OF SERVICE PROVIDERS TO SUBMIT PROPOSALS FOR THE ESTABLISHMENT OF A PRE-QUALIFIED LIST OF BIDDERS OF LAW FIRMS THAT WILL BE USED TO PROVIDE LEGAL SERVICES TO THE GAUTENG DEPARTMENT OF EDUCATION FOR A PERIOD OF THREE (3) YEARS

3.3 The service provider (s) are required to indicate the category/ies they are bidding for by ticking in the table below:

Category No	Category Name	Indication by bidders with a tick
Category 1	The law of delict and contract	
Category 2	Mediation, Alternative Dispute Resolution (ADR), prosecuting and /or presiding in high profile hearings – labour law	
Category 3	Drafting, Interpretation & Review of Legislations, Regulations & Policies	
Category 4	Litigation	
Category 5	Human Rights legislations, matters related to social issues, family law and Public international law	
Category 6	Legal and Forensic Investigation	

4. EVALUATION

The evaluation of the bids will be conducted as per Preferential Procurement Regulations, 2017 issued in terms of section 5 of the Preferential Procurement Policy Framework Act, Act number 5 of 2000 (PPPFA) as follows:

Stage One will be the evaluation of bids on **Administrative Compliance** and **Functionality**. During this stage of evaluation, the bidder/s that do not meet the prescribed criteria or minimum threshold/s for functionality will be disqualified and will not be considered for further evaluation.

4.1 Stage 1a: ADMINISTRATIVE COMPLIANCE

A paper based administrative evaluation will be carried out on all the bids received and if the compulsory documentation mentioned below is not submitted, signed and attached such a bid will be eliminated from any further evaluation.

INVITATION OF SERVICE PROVIDERS TO SUBMIT PROPOSALS FOR THE ESTABLISHMENT OF A PRE-QUALIFIED LIST OF BIDDERS OF LAW FIRMS THAT WILL BE USED TO PROVIDE LEGAL SERVICES TO THE GAUTENG DEPARTMENT OF EDUCATION FOR A PERIOD OF THREE (3) YEARS

Mandatory Returnable Documents: (eliminating criteria)

Original tender template document (RFP pack) must be completed and Signed (All Pages Must Be Included).

- a) Request for Proposal (SBD1)
- b) Bidder's disclosure (SBD4)
- c) Preference Points Claim Form in Terms of the Preferential Procurement Regulations 2017 (SBD 6.1)

Other Required Documents: (Non-eliminating criteria):

- a) Proof of a Central Supplier Database (CSD) registration
- b) The law firm registration will be verified by the Accounting officer before appointment
- c) Individual lawyers' registration with the relevant council will be verified by the Accounting Officer before appointment
- d) Valid SARS Tax Compliance Status (TCS) pin
- e) Valid copy of Broad Based Black Economic Empowerment (B-BBEE) certificate or a valid Sworn Affidavit attested by a Commissioner of Oaths
- f) Service provider must ensure that they are registered for e-invoicing on eisregistration@gauteng.gov.za
- g) In the case of a consortium or Joint Ventures, proposals must contain:
 - i. Partnership Agreements/Joint Venture Agreements signed by all party representatives,
 - ii. Proposed revenue split and,
 - iii. A valid certified copy of a SANAS accredited consolidated BBEE Certificate.

INVITATION OF SERVICE PROVIDERS TO SUBMIT PROPOSALS FOR THE ESTABLISHMENT OF A PRE-QUALIFIED LIST OF BIDDERS OF LAW FIRMS THAT WILL BE USED TO PROVIDE LEGAL SERVICES TO THE GAUTENG DEPARTMENT OF EDUCATION FOR A PERIOD OF THREE (3) YEARS

4.2 STAGE 1b: FUNCTIONALITY EVALUATION

Functionality evaluation will be based on the following criteria:

A bidder that scores less than **70** points out of **100** in respect of **functionality** will be regarded as submitting a non-responsive proposal and will be disqualified. Service Providers who will meet the minimum functionality score (paper-based evaluation) will be short listed

Category 1: The Law of delict and contract

NO	CRITERIA FOR FUNCTIONALITY:	POINTS
CAPACITY TO DELIVER		[50]
1	<p>Provide a detailed proposal containing the scope of work and elaborate on deliverables in the law of delict and contract. Refer to scope of work at paragraph 3 of this document. (50)</p> <p><i>1.1. Four (4) Deliverables (50)</i></p> <p style="padding-left: 40px;"><i>1.1.1 The methodology the law firm will use to deliver the services if they are appointed to do so under the following: (20)</i></p> <ul style="list-style-type: none"> a) Consultation and legal opinion (4) b) Drafting of pleadings (4) c) Negotiations of settlement (4) d) Drafting of contract (2) e) Representation in court or in any forum (6) <p style="padding-left: 40px;"><i>1.1.2 How the law firm will implement proven management consulting approach (10)</i></p> <ul style="list-style-type: none"> a) Demonstrate the understanding of the public sector (2) b) How the State functions (2) c) How instructions are taken (2) 	

INVITATION OF SERVICE PROVIDERS TO SUBMIT PROPOSALS FOR THE ESTABLISHMENT OF A PRE-QUALIFIED LIST OF BIDDERS OF LAW FIRMS THAT WILL BE USED TO PROVIDE LEGAL SERVICES TO THE GAUTENG DEPARTMENT OF EDUCATION FOR A PERIOD OF THREE (3) YEARS

NO	CRITERIA FOR FUNCTIONALITY:	POINTS
	<p>d) Communication between the Department and Law firm (4)</p> <p><i>1.1.3 A plan about transferring of skills to the department (10)</i></p> <p>a) How the firm will capacitate the officials of the Department (10)</p> <p><i>1.1.4 Risk Assessment plan they will put in place in cases of emergencies (Urgent application and urgent investigations) (10)</i></p> <p>a) How to deal with urgent application (5)</p> <p>b) Investigation (5)</p>	
HUMAN RESOURCES		[30]
2	<p>The Bidder (s) must indicate their experience by submitting CVs and qualifications of personnel to deliver on the project)</p> <p><i>NB: CVs indicating years of experience, copies of qualifications and valid membership of professional bodies in good standing (30)</i></p> <p><i>2.1 Qualifications in Law (15):</i></p> <p>2.1.1 Legal Director or project leader (NQF level 9 (Master's Degree or equivalent) or higher) (15)</p> <p>2.1.2 Professional Assistant NQF level 8 (Honour's Degree/Professional or equivalent) (10)</p> <p>2.1.3 Personnel NQF level 7 (B-degree or equivalent) (5)</p> <p><i>2.2 Experience (15):</i></p> <p>2.2.1 <i>Experience of legal Director or project leader in Law of delict and contract (6):</i></p> <p>a) 10 or more years (6)</p> <p>b) 5 – 9 years (4)</p> <p>c) 3 – 4 years (2)</p> <p>d) 0 – 2 years (0)</p>	

INVITATION OF SERVICE PROVIDERS TO SUBMIT PROPOSALS FOR THE ESTABLISHMENT OF A PRE-QUALIFIED LIST OF BIDDERS OF LAW FIRMS THAT WILL BE USED TO PROVIDE LEGAL SERVICES TO THE GAUTENG DEPARTMENT OF EDUCATION FOR A PERIOD OF THREE (3) YEARS

NO	CRITERIA FOR FUNCTIONALITY:	POINTS
	<p><i>2.2.2 Experience of a professional Assistant in Law of delict and contract (5):</i></p> <p>a) 10 or more years (5) b) 5 – 9 years (3) c) 3 – 4 years (2) d) 0 – 2 years (0)</p> <p><i>2.2.3 Experience of legal personnel in Law of delict and contract (4)</i></p> <p>a) 5 or more years (4) b) 3 – 4 years (3) c) 1 – 2 years (2)</p>	
COMPANY EXPERIENCE		[20]
3	<p>Experience in law of Delict and contract. (Attach Company Profile and indicate when company started providing this service)</p> <p><i>3.1. Profile of previous work undertaken in law of Delict and contract: (10)</i></p> <p>3.1.1. five years and above = (10) 3.1.2. four years = (8) 3.1.3. three years (5) 3.1.4. two and below (0)</p> <p>Provide three (3) contactable references and proven track record of Delict and contract law: (Kindly attach verifiable/contactable reference letters).</p> <p><i>3.2. References (10)</i></p> <p>3.2.1. 3 or more contactable acceptable reference letters (10) 3.2.2. 2 contactable acceptable reference letters (8) 3.2.3. 1 contactable acceptable reference letters (5) 3.2.4. No letter (0)</p>	
TOTAL		100
MINIMUM THRESHOLD FOR FUNCTIONALITY		70

INVITATION OF SERVICE PROVIDERS TO SUBMIT PROPOSALS FOR THE ESTABLISHMENT OF A PRE-QUALIFIED LIST OF BIDDERS OF LAW FIRMS THAT WILL BE USED TO PROVIDE LEGAL SERVICES TO THE GAUTENG DEPARTMENT OF EDUCATION FOR A PERIOD OF THREE (3) YEARS

Category 2: Mediation, Alternative Dispute Resolution (ADR), prosecuting and /or presiding in high profile hearings - labour law

NO	CRITERIA FOR FUNCTIONALITY:	POINTS
CAPACITY TO DELIVER		[50]
1	<p>Provide a detailed proposal containing the scope of work and elaborate on deliverables in the Alternative Dispute Resolution (ADR) law undertaken in the public sector. Refer to scope of work at paragraph 3 of this document. (50)</p> <p><i>1.1. Four (4) Deliverables (50)</i></p> <p><i>1.1.1 The methodology the law firm will use to deliver the services if they are appointed to do so under the following: (20)</i></p> <ul style="list-style-type: none"> a) Consultation and legal opinion (4) b) Drafting of pleadings (4) c) Negotiations of settlement (4) d) Drafting of contract (2) e) Representation in court or in any forum (6) <p><i>1.1.2 How the law firm will implement proven management consulting approach (10)</i></p> <ul style="list-style-type: none"> a) Demonstrate the understanding of the public sector (2) b) How the State functions (2) c) How instructions are taken (2) d) Communication between the Department and Law firm (4) <p><i>1.1.3 A plan about transferring of skills (10)</i></p> <ul style="list-style-type: none"> a) How the firm will capacitate the officials of the Department (10) 	

INVITATION OF SERVICE PROVIDERS TO SUBMIT PROPOSALS FOR THE ESTABLISHMENT OF A PRE-QUALIFIED LIST OF BIDDERS OF LAW FIRMS THAT WILL BE USED TO PROVIDE LEGAL SERVICES TO THE GAUTENG DEPARTMENT OF EDUCATION FOR A PERIOD OF THREE (3) YEARS

NO	CRITERIA FOR FUNCTIONALITY:	POINTS
	<p>1.1.4 Risk Assessment plan they will put in place in cases of emergencies (Urgent application and urgent investigations) (10)</p> <p>a) How to deal with urgent application (5)</p> <p>b) Investigation (5)</p>	
HUMAN RESOURCES		[30]
2	<p>The Bidder (s) must indicate their experience by submitting CVs and qualifications of personnel to deliver on the project</p> <p><i>NB: CVs indicating years of experience, copies of qualifications and valid membership of professional bodies in good standing (30)</i></p> <p>2.1 Qualifications in Law (15):</p> <p>2.1.1 Legal Director or project leader (NQF level 9 (Master's Degree or equivalent) or higher) (15)</p> <p>2.1.2 Professional Assistant NQF level 8 (Honour's Degree/Professional or equivalent) (10)</p> <p>2.1.3 Personnel NQF level 7 (B-degree or equivalent) (5)</p> <p>2.2 Experience (15):</p> <p>2.2.1 Experience of legal Director or project leader in the Alternative Dispute Resolution (ADR) law (6):</p> <p>a) 10 or more years (6)</p> <p>b) 5 – 9 years (4)</p> <p>c) 3 – 4 years (2)</p> <p>d) 0 – 2 years (0)</p>	

INVITATION OF SERVICE PROVIDERS TO SUBMIT PROPOSALS FOR THE ESTABLISHMENT OF A PRE-QUALIFIED LIST OF BIDDERS OF LAW FIRMS THAT WILL BE USED TO PROVIDE LEGAL SERVICES TO THE GAUTENG DEPARTMENT OF EDUCATION FOR A PERIOD OF THREE (3) YEARS

NO	CRITERIA FOR FUNCTIONALITY:	POINTS
	<p><i>2.2.2 Experience of a professional Assistant in the Alternative Dispute Resolution (ADR) law (5):</i></p> <p>a) 10 or more years (5)</p> <p>b) 5 – 9 years (3)</p> <p>c) 3 – 4 years (2)</p> <p>d) 0 – 2 years (0)</p> <p><i>2.2.3 Experience of personnel to work in the Alternative Dispute Resolution (ADR) law (4)</i></p> <p>a) 5 or more years (4)</p> <p>b) 3 – 4 years (3)</p> <p>c) 1 – 2 years (2)</p>	
COMPANY EXPERIENCE		[20]
3	<p>Experience in the Alternative Dispute Resolution law. (Attach Company Profile and indicate when company started providing this service)</p> <p><i>3.1. Profile of previous work undertaken in the Alternative Dispute Resolution (ADR) law: (10)</i></p> <p>3.1.1. five years and above = (10)</p> <p>3.1.2. four years = (8)</p> <p>3.1.3. three years (5)</p> <p>3.1.4. two and below (0)</p> <p>Provide three (3) contactable references and proven track record of Alternative Dispute Resolution law (Kindly attach verifiable/contactable reference letters).</p> <p><i>3.2. References (10)</i></p> <p>3.2.1. 3 or more contactable acceptable reference letters (10)</p> <p>3.2.2. 2 contactable acceptable reference letters (8)</p> <p>3.2.3. 1 contactable acceptable reference letters (5)</p> <p>3.2.4. No letter (0)</p>	
TOTAL		100
MINIMUM THRESHOLD FOR FUNCTIONALITY		70

INVITATION OF SERVICE PROVIDERS TO SUBMIT PROPOSALS FOR THE ESTABLISHMENT OF A PRE-QUALIFIED LIST OF BIDDERS OF LAW FIRMS THAT WILL BE USED TO PROVIDE LEGAL SERVICES TO THE GAUTENG DEPARTMENT OF EDUCATION FOR A PERIOD OF THREE (3) YEARS

Category 3: Drafting, Interpretation & Review of Legislations, Regulations & Policies

NO	CRITERIA FOR FUNCTIONALITY:	POINTS
CAPACITY TO DELIVER		[50]
1	<p>Provide a detailed proposal containing the scope of work and elaborate on deliverables in the Drafting, Interpretation & Review of Legislation Category. Refer to scope of work at paragraph 3 of this document. (50)</p> <p><i>1.1. Four (4) Deliverables (50)</i></p> <p><i>1.1.1 The methodology the law firm will use to deliver the services if they are appointed to do so under the following: (20)</i></p> <ul style="list-style-type: none"> a) Consultation and legal opinion (4) b) Drafting of pleadings (4) c) Negotiations of settlement (4) d) Drafting of contract (2) e) Representation in court or in any forum (6) <p><i>1.1.2 How the law firm will implement proven management consulting approach (10)</i></p> <ul style="list-style-type: none"> a) Demonstrate the understanding of the public sector (2) b) How the State functions (2) c) How instructions are taken (2) d) Communication between the Department and Law firm (4) <p><i>1.1.3 A plan about transferring of skills (10)</i></p> <ul style="list-style-type: none"> a) How the firm will capacitate the officials of the Department (10) 	

INVITATION OF SERVICE PROVIDERS TO SUBMIT PROPOSALS FOR THE ESTABLISHMENT OF A PRE-QUALIFIED LIST OF BIDDERS OF LAW FIRMS THAT WILL BE USED TO PROVIDE LEGAL SERVICES TO THE GAUTENG DEPARTMENT OF EDUCATION FOR A PERIOD OF THREE (3) YEARS

NO	CRITERIA FOR FUNCTIONALITY:	POINTS
	<p>1.1.4 Risk Assessment plan they will put in place in cases of emergencies (Urgent application and urgent investigations) (10)</p> <p>a) How to deal with urgent application (5)</p> <p>b) Investigation (5)</p>	
HUMAN RESOURCES		[30]
2	<p>The Bidder (s) must indicate their experience by submitting CVs and qualifications of personnel to deliver on the project)</p> <p><i>NB: CVs indicating years of experience, copies of qualifications and valid membership of professional bodies in good standing (30)</i></p> <p>2.1 Qualifications in Law (15):</p> <p>2.1.1 Legal Director or project leader (NQF level 9 (Master's Degree or equivalent) or higher) (15)</p> <p>2.1.2 Professional Assistant NQF level 8 (Honour's Degree/Professional or equivalent) (10)</p> <p>2.1.3 Personnel NQF level 7 (B-degree or equivalent) (5)</p> <p>2.2 Experience (15):</p> <p>2.2.1 Experience of legal Director or project leader in the Drafting, Interpretation & Review of Legislation (6):</p> <p>a) 10 or more years (6)</p> <p>b) 5 – 9 years (4)</p> <p>c) 3 – 4 years (2)</p> <p>d) 0 – 2 years (0)</p> <p>2.2.2 Experience of a professional Assistant the Drafting, Interpretation & Review of Legislation (5):</p> <p>a) 10 or more years (5)</p> <p>b) 5 – 9 years (3)</p> <p>c) 3 – 4 years (2)</p>	

INVITATION OF SERVICE PROVIDERS TO SUBMIT PROPOSALS FOR THE ESTABLISHMENT OF A PRE-QUALIFIED LIST OF BIDDERS OF LAW FIRMS THAT WILL BE USED TO PROVIDE LEGAL SERVICES TO THE GAUTENG DEPARTMENT OF EDUCATION FOR A PERIOD OF THREE (3) YEARS

NO	CRITERIA FOR FUNCTIONALITY:	POINTS
	<p>d) 0 – 2 years (0)</p> <p>2.2.3 <i>Experience of personnel in the Drafting, Interpretation & Review of Legislation (4)</i></p> <p>a) 5 or more years (4)</p> <p>b) 3 – 4 years (3)</p> <p>c) 1 – 2 years (2)</p>	
COMPANY EXPERIENCE		[20]
3	<p>Experience in the Drafting, Interpretation & Review of Legislation law. (Attach Company Profile and indicate when company started providing this service)</p> <p>3.1. <i>Profile of previous work undertaken in the Drafting, Interpretation & Review of Legislation law: (10)</i></p> <p>3.1.1. five years and above = (10)</p> <p>3.1.2. four years = (8)</p> <p>3.1.3. three years (5)</p> <p>3.1.4. two and below (0)</p> <p>Provide three (3) contactable references and proven track record of Drafting, Interpretation & Review of Legislation law (Kindly attach verifiable/contactable reference letters).</p> <p>3.2. <i>References (10)</i></p> <p>3.2.1. 3 or more contactable acceptable reference letters (10)</p> <p>3.2.2. 2 contactable acceptable reference letters (8)</p> <p>3.2.3. 1 contactable acceptable reference letters (5)</p> <p>3.2.4. No letter (0)</p>	
TOTAL		100
MINIMUM THRESHOLD FOR FUNCTIONALITY		70

INVITATION OF SERVICE PROVIDERS TO SUBMIT PROPOSALS FOR THE ESTABLISHMENT OF A PRE-QUALIFIED LIST OF BIDDERS OF LAW FIRMS THAT WILL BE USED TO PROVIDE LEGAL SERVICES TO THE GAUTENG DEPARTMENT OF EDUCATION FOR A PERIOD OF THREE (3) YEARS

Category 4: Litigation

NO	CRITERIA FOR FUNCTIONALITY:	POINTS
	CAPACITY TO DELIVER	[50]
1	<p>Provide a detailed proposal containing the scope of work and elaborate on deliverables in the Litigation Category. Refer to scope of work at paragraph 3 of this document. (50)</p> <p><i>1.1. Four (4) Deliverables (50)</i></p> <p><i>1.1.1 The methodology the law firm will use to deliver the services if they are appointed to do so under the following: (20)</i></p> <ul style="list-style-type: none"> a) Consultation and legal opinion (4) b) Drafting of pleadings (4) c) Negotiations of settlement (4) d) Drafting of contract (2) e) Representation in court or in any forum (6) <p><i>1.1.2 How the law firm will implement proven management consulting approach (10)</i></p> <ul style="list-style-type: none"> a) Demonstrate the understanding of the public sector (2) b) How the State functions (2) c) How instructions are taken (2) d) Communication between the Department and Law firm (4) <p><i>1.1.3 A plan about transferring of skills (10)</i></p> <ul style="list-style-type: none"> a) How the firm will capacitate the officials of the Department (10) <p><i>1.1.4 Risk Assessment plan they will put in place in cases of emergencies (Urgent application and urgent investigations) (10)</i></p> <ul style="list-style-type: none"> a) How to deal with urgent application (5) b) Investigation (5) 	

INVITATION OF SERVICE PROVIDERS TO SUBMIT PROPOSALS FOR THE ESTABLISHMENT OF A PRE-QUALIFIED LIST OF BIDDERS OF LAW FIRMS THAT WILL BE USED TO PROVIDE LEGAL SERVICES TO THE GAUTENG DEPARTMENT OF EDUCATION FOR A PERIOD OF THREE (3) YEARS

NO	CRITERIA FOR FUNCTIONALITY:	POINTS
	HUMAN RESOURCES	[30]
2	<p>The Bidder (s) must indicate their experience by submitting CVs and qualifications of personnel to deliver on the project)</p> <p><i>NB: CVs indicating years of experience, copies of qualifications and valid membership of professional bodies in good standing (30)</i></p> <p><i>2.1 Qualifications in Law (15):</i></p> <p style="padding-left: 40px;">2.1.1 Legal Director or project leader (NQF level 9 (Master’s Degree or equivalent) or higher (15)</p> <p style="padding-left: 40px;">2.1.2 Professional Assistant NQF level 8 (Honour’s Degree/Professional or equivalent) (10)</p> <p style="padding-left: 40px;">2.1.3 Personnel NQF level 7 (B-degree or equivalent) (5)</p> <p><i>2.2 Experience (15):</i></p> <p style="padding-left: 40px;"><i>2.2.1 Experience of legal Director or project leader in Litigation (6):</i></p> <p style="padding-left: 80px;">a) 10 or more years (6)</p> <p style="padding-left: 80px;">b) 5 – 9 years (4)</p> <p style="padding-left: 80px;">c) 3 – 4 years (2)</p> <p style="padding-left: 80px;">d) 0 – 2 years (0)</p> <p style="padding-left: 40px;"><i>2.2.2 Experience of a professional Assistant in Litigation (5):</i></p> <p style="padding-left: 80px;">a) 10 or more years (5)</p> <p style="padding-left: 80px;">b) 5 – 9 years (3)</p> <p style="padding-left: 80px;">c) 3 – 4 years (2)</p> <p style="padding-left: 80px;">d) 0 – 2 years (0)</p> <p style="padding-left: 40px;"><i>2.2.3 Experience of personnel in Litigation (4)</i></p> <p style="padding-left: 80px;">a) 5 or more years (4)</p> <p style="padding-left: 80px;">b) 3 – 4 years (3)</p> <p style="padding-left: 80px;">c) 1 – 2 years (2)</p>	

INVITATION OF SERVICE PROVIDERS TO SUBMIT PROPOSALS FOR THE ESTABLISHMENT OF A PRE-QUALIFIED LIST OF BIDDERS OF LAW FIRMS THAT WILL BE USED TO PROVIDE LEGAL SERVICES TO THE GAUTENG DEPARTMENT OF EDUCATION FOR A PERIOD OF THREE (3) YEARS

NO	CRITERIA FOR FUNCTIONALITY:	POINTS
COMPANY EXPERIENCE		[20]
3	<p>Experience in Litigation law. (Attach Company Profile and indicate when company started providing this service)</p> <p><i>3.1. Profile of previous work undertaken in Litigation law: (10)</i></p> <p style="margin-left: 40px;">3.1.1. five years and above = (10)</p> <p style="margin-left: 40px;">3.1.2. four years = (8)</p> <p style="margin-left: 40px;">3.1.3. three years (5)</p> <p style="margin-left: 40px;">3.1.4. two and below (0)</p> <p>Provide three (3) contactable references and proven track record of Litigation law (Kindly attach verifiable/contactable reference letters).</p> <p><i>3.2. References (10)</i></p> <p style="margin-left: 40px;">3.2.1. 3 or more contactable acceptable reference letters (10)</p> <p style="margin-left: 40px;">3.2.2. 2 contactable acceptable reference letters (8)</p> <p style="margin-left: 40px;">3.2.3. 1 contactable acceptable reference letters (5)</p> <p style="margin-left: 40px;">3.2.4. No letter (0)</p>	
TOTAL		100
MINIMUM THRESHOLD FOR FUNCTIONALITY		70

INVITATION OF SERVICE PROVIDERS TO SUBMIT PROPOSALS FOR THE ESTABLISHMENT OF A PRE-QUALIFIED LIST OF BIDDERS OF LAW FIRMS THAT WILL BE USED TO PROVIDE LEGAL SERVICES TO THE GAUTENG DEPARTMENT OF EDUCATION FOR A PERIOD OF THREE (3) YEARS

Category 5: Human Rights legislations, matters related to social issues, family law and Public international law

NO	CRITERIA FOR FUNCTIONALITY:	POINTS
CAPACITY TO DELIVER		[50]
1	<p>Provide a detailed proposal containing the scope of work and elaborate on deliverables in Human Rights matters Category. Refer to scope of work at paragraph 3 of this document. (50)</p> <p><i>1.1. Four (4) Deliverables (50)</i></p> <p><i>1.1.1 The methodology the law firm will use to deliver the services if they are appointed to do so under the following: (20)</i></p> <ul style="list-style-type: none"> a) Consultation and legal opinion (4) b) Drafting of pleadings (4) c) Negotiations of settlement (4) d) Drafting of contract (2) e) Representation in court or in any forum (6) <p><i>1.1.2 How the law firm will implement proven management consulting approach (10)</i></p> <ul style="list-style-type: none"> a) Demonstrate the understanding of the public sector (2) b) How the State functions (2) c) How instructions are taken (2) d) Communication between the Department and Law firm (4) <p><i>1.1.3 A plan about transferring of skills (10)</i></p> <ul style="list-style-type: none"> a) How the firm will capacitate the officials of the Department (10) 	

INVITATION OF SERVICE PROVIDERS TO SUBMIT PROPOSALS FOR THE ESTABLISHMENT OF A PRE-QUALIFIED LIST OF BIDDERS OF LAW FIRMS THAT WILL BE USED TO PROVIDE LEGAL SERVICES TO THE GAUTENG DEPARTMENT OF EDUCATION FOR A PERIOD OF THREE (3) YEARS

NO	CRITERIA FOR FUNCTIONALITY:	POINTS
	<p>1.1.4 Risk Assessment plan they will put in place in cases of emergencies (Urgent application and urgent investigations) (10)</p> <p>a) How to deal with urgent application (5)</p> <p>b) Investigation (5)</p>	
HUMAN RESOURCES		[30]
2	<p>The Bidder (s) must indicate their experience by submitting CVs and qualifications of personnel to deliver on the project)</p> <p><i>NB: CVs indicating years of experience, copies of qualifications and valid membership of professional bodies in good standing (30)</i></p> <p>2.1 Qualifications in Law (15):</p> <p>2.1.1 Legal Director or project leader (NQF level 9 (Master's Degree or equivalent) or higher (15)</p> <p>2.1.2 Professional Assistant NQF level 8 (Honour's Degree/Professional or equivalent) (10)</p> <p>2.1.3 Personnel NQF level 7 (B-degree or equivalent) (5)</p> <p>2.2 Experience (15):</p> <p>2.2.1 Experience of legal Director or project leader in Human Rights matters (6):</p> <p>a) 10 or more years (6)</p> <p>b) 5 – 9 years (4)</p> <p>c) 3 – 4 years (2)</p> <p>d) 0 – 2 years (0)</p> <p>2.2.2 Experience of a professional Assistant in Human Rights matters (5):</p> <p>a) 10 or more years (5)</p> <p>b) 5 – 9 years (3)</p>	

INVITATION OF SERVICE PROVIDERS TO SUBMIT PROPOSALS FOR THE ESTABLISHMENT OF A PRE-QUALIFIED LIST OF BIDDERS OF LAW FIRMS THAT WILL BE USED TO PROVIDE LEGAL SERVICES TO THE GAUTENG DEPARTMENT OF EDUCATION FOR A PERIOD OF THREE (3) YEARS

NO	CRITERIA FOR FUNCTIONALITY:	POINTS
	<p>c) 3 – 4 years (2)</p> <p>d) 0 – 2 years (0)</p> <p><i>2.2.3 Experience of personnel in Human Rights matters (4)</i></p> <p>a) 5 or more years (4)</p> <p>b) 3 – 4 years (3)</p> <p>c) 1 – 2 years (2)</p>	
COMPANY EXPERIENCE		[20]
3	<p>Experience in Human Rights law. (Attach Company Profile and indicate when company started providing this service)</p> <p><i>3.1. Profile of previous work undertaken in Human Rights law: (10)</i></p> <p>3.1.1. five years and above = (10)</p> <p>3.1.2. four years = (8)</p> <p>3.1.3. three years (5)</p> <p>3.1.4. two and below (0)</p> <p>Provide three (3) contactable references and proven track record of Human Rights law (Kindly attach verifiable/contactable reference letters).</p> <p><i>3.2. References (10)</i></p> <p>3.2.1. 3 or more contactable acceptable reference letters (10)</p> <p>3.2.2. 2 contactable acceptable reference letters (8)</p> <p>3.2.3. 1 contactable acceptable reference letters (5)</p> <p>3.2.4. No letter (0)</p>	
TOTAL		100
MINIMUM THRESHOLD FOR FUNCTIONALITY		70

INVITATION OF SERVICE PROVIDERS TO SUBMIT PROPOSALS FOR THE ESTABLISHMENT OF A PRE-QUALIFIED LIST OF BIDDERS OF LAW FIRMS THAT WILL BE USED TO PROVIDE LEGAL SERVICES TO THE GAUTENG DEPARTMENT OF EDUCATION FOR A PERIOD OF THREE (3) YEARS

Category 6: Legal and Forensic Investigation

NO	CRITERIA FOR FUNCTIONALITY:	POINTS
CAPACITY TO DELIVER		[50]
1	<p>Provide a detailed proposal containing the scope of work and elaborate on deliverables in the Legal and Forensic Investigation. Refer to scope of work at paragraph 3 of this document. (50)</p> <p><i>1.1. Four (4) Deliverables (50)</i></p> <p><i>1.1.1 The methodology the law firm will use to deliver the services if they are appointed to do so under the following: (20)</i></p> <ul style="list-style-type: none"> a) Consultation and legal opinion (4) b) Drafting of pleadings (4) c) Negotiations of settlement (4) d) Drafting of contract (2) e) Representation in court or in any forum (6) <p><i>1.1.2 How the law firm will implement proven management consulting approach (10)</i></p> <ul style="list-style-type: none"> a) Demonstrate the understanding of the public sector (2) b) How the State functions (2) c) How instructions are taken (2) d) Communication between the Department and Law firm (4) <p><i>1.1.3 A plan about transferring of skills (10)</i></p> <ul style="list-style-type: none"> a) How the firm will capacitate the officials of the Department (10) 	

INVITATION OF SERVICE PROVIDERS TO SUBMIT PROPOSALS FOR THE ESTABLISHMENT OF A PRE-QUALIFIED LIST OF BIDDERS OF LAW FIRMS THAT WILL BE USED TO PROVIDE LEGAL SERVICES TO THE GAUTENG DEPARTMENT OF EDUCATION FOR A PERIOD OF THREE (3) YEARS

NO	CRITERIA FOR FUNCTIONALITY:	POINTS
	<p>1.1.4 Risk Assessment plan they will put in place in cases of emergencies (<i>Urgent application and urgent investigations</i>) (10)</p> <p>a) How to deal with urgent application (5)</p> <p>b) Investigation (5)</p>	
HUMAN RESOURCES		[30]
2	<p>The Bidder (s) must indicate their experience by submitting CVs and qualifications of personnel to deliver on the project</p> <p><i>NB: CVs indicating years of experience, copies of qualifications and valid membership of professional bodies in good standing (30)</i></p> <p>2.1 Qualifications in Law (15):</p> <p>2.1.1 Legal Director or project leader (NQF level 9 (Master's Degree or equivalent) or higher) (15)</p> <p>2.1.2 Professional Assistant NQF level 8 (Honour's Degree/Professional or equivalent) (10)</p> <p>2.1.3 Personnel NQF level 7 (B-degree or equivalent) (5)</p> <p>2.2 Experience (15):</p> <p>2.2.1 Experience of legal Director or project leader in Legal and Forensic Investigation (6):</p> <p>a) 10 or more years (6)</p> <p>b) 5 – 9 years (4)</p> <p>c) 3 – 4 years (2)</p> <p>d) 0 – 2 years (0)</p> <p>2.2.2 Experience of a professional Assistant Legal and Forensic Investigation (5):</p> <p>a) 10 or more years (5)</p> <p>b) 5 – 9 years (3)</p> <p>c) 3 – 4 years (2)</p> <p>d) 0 – 2 years (0)</p>	

INVITATION OF SERVICE PROVIDERS TO SUBMIT PROPOSALS FOR THE ESTABLISHMENT OF A PRE-QUALIFIED LIST OF BIDDERS OF LAW FIRMS THAT WILL BE USED TO PROVIDE LEGAL SERVICES TO THE GAUTENG DEPARTMENT OF EDUCATION FOR A PERIOD OF THREE (3) YEARS

NO	CRITERIA FOR FUNCTIONALITY:	POINTS
	<p>2.2.3 <i>Experience of personnel in Legal and Forensic Investigation (4)</i></p> <p>a) 5 or more years (4)</p> <p>b) 3 – 4 years (3)</p> <p>c) 1 – 2 years (2)</p>	
COMPANY EXPERIENCE		[20]
3	<p>Experience in Legal and Forensic Investigation. (Attach Company Profile and indicate when company started providing this service)</p> <p>3.1. <i>Profile of previous work undertaken in Legal and Forensic Investigation law: (10)</i></p> <p>3.1.1. five years and above = (10)</p> <p>3.1.2. four years = (8)</p> <p>3.1.3. three years (5)</p> <p>3.1.4. two and below (0)</p> <p>Provide three (3) contactable references and proven track record of Legal and Forensic Investigation (Kindly attach verifiable/contactable reference letters).</p> <p>3.2. <i>References (10)</i></p> <p>3.2.1. 3 or more contactable acceptable reference letters (10)</p> <p>3.2.2. 2 contactable acceptable reference letters (8)</p> <p>3.2.3. 1 contactable acceptable reference letters (5)</p> <p>3.2.4. No letter (0)</p>	
TOTAL		100
MINIMUM THRESHOLD FOR FUNCTIONALITY		70

The AGSA rates will be applicable for this panel as per Circular 01/2022/23 and applicable amendments.

INVITATION OF SERVICE PROVIDERS TO SUBMIT PROPOSALS FOR THE ESTABLISHMENT OF A PRE-QUALIFIED LIST OF BIDDERS OF LAW FIRMS THAT WILL BE USED TO PROVIDE LEGAL SERVICES TO THE GAUTENG DEPARTMENT OF EDUCATION FOR A PERIOD OF THREE (3) YEARS

5. FORMAT AND SUBMISSION OF PROPOSALS

Each bid shall comprise of at least the following, bound and clearly indexed:

Section A	<ul style="list-style-type: none"> a) Standard RFP documents – original RFP Pack <ul style="list-style-type: none"> i. Request for Proposal (SBD1) ii. Bidder's disclosure (SBD4) iii. Preference Points Claim Form in Terms of the Preferential Procurement Regulations 2017 (SBD 6.1)
Section B	<ul style="list-style-type: none"> a) Proof of a Central Supplier Database (CSD) registration b) Valid original or certified copy of Broad Based Black Economic Empowerment (B-BBEE) certificate or in cases of EME's/ QSE's submit a valid sworn affidavit c) Valid SARS Tax Compliance Status (TCS) pin
Section C	<ul style="list-style-type: none"> a) Provide a detailed proposal and description/profile of previous similar projects undertaken in the public sector. b) Methodology approach which outlines how this project will be carried out, milestones and the overall delivery time. c) Qualifications and experience of committed personnel. Personnel to be committed must at least constitute of a Director/Partner and Professional Assistant. (Attach certified copies of proof of qualifications and membership of professional bodies) d) Reference indicating bidder's previous experience in similar projects undertaken in the public sector. Kindly attach verifiable/contactable reference letters clearly specifying your experience and track record in this category. e) Details to ensure continuity of staff on the Project, e.g., the Curriculum Vitae of the staff who will be available for the duration of the work. NOTE: Failure to submit the CVs will invalidate your tender proposal.

INVITATION OF SERVICE PROVIDERS TO SUBMIT PROPOSALS FOR THE ESTABLISHMENT OF A PRE-QUALIFIED LIST OF BIDDERS OF LAW FIRMS THAT WILL BE USED TO PROVIDE LEGAL SERVICES TO THE GAUTENG DEPARTMENT OF EDUCATION FOR A PERIOD OF THREE (3) YEARS

6. TERMS AND CONDITIONS

- 6.1 The General Conditions of Contract of the Gauteng Provincial Government will be applicable. (Form No. VEND 02 Rev 3 refers).
- 6.2 Responses should, however, clearly indicate which category/ (ies) the bidder is responding to.
- 6.3 A service provider that will be appointed to render services to the GDE will have to enter into a service level agreement with the GDE.
- 6.4 Bidders should include in their proposals an outline of their social responsibility programs with specific reference to activities in the Gauteng Province.
- 6.5 Proposals should also clearly indicate how bidders intend to transfer skills to the GDE and departmental staff. This should, amongst others, indicate how this has been done in previous assignments.
- 6.6 Bidders should provide details of at least three (3) references sites, with details of the nature of projects engaged in as well as the contact details of the references.
- 6.7 Particular projects will be initiated by means of written instructions to the successful bidder(s) on a random basis, backed by verbal briefings, when required.
- 6.8 Bidders who claim any preference points for the Historical Disadvantaged Individuals are requested to submit certified copies of share /s certificate.
NOTE: Failure to adhere to this condition will invalidate points claimed.
- 6.9 The GDE reserves the right to:
 1. Reject an award of a specific category where responses are found to be insubstantial by the evaluating panel;
 2. Appoint a service provider that demonstrates a strong BEE component, in order to address South Africa's socio-economic disparities;
 3. Invite short listed service providers to present their bid proposals for final decision;
 4. De-list from the pre-Qualified list as a result of continuous failure or unsatisfactory results to address quality control
 5. Request further information from any bidder after the closing date;
 6. Verify information and documentation of the respective bidder;
 7. Make sure that the bidder (s) have at their disposal the necessary infrastructure to execute the contract to the satisfaction of the GDE prior to the awarding of the contract;

INVITATION OF SERVICE PROVIDERS TO SUBMIT PROPOSALS FOR THE ESTABLISHMENT OF A PRE-QUALIFIED LIST OF BIDDERS OF LAW FIRMS THAT WILL BE USED TO PROVIDE LEGAL SERVICES TO THE GAUTENG DEPARTMENT OF EDUCATION FOR A PERIOD OF THREE (3) YEARS

8. Inspect the operation or any part thereof during the evaluation phase of the bid;
 9. Arrange contracts with more than one bidder and to order its requirements from the most economical, suitable or convenient source of supply;
 10. Use service providers outside the pre-qualified list.
- 6.10 The successful service providers must be in a position to commence work as and when required.
- 6.11 Service providers that wish to submit a proposal should have a single managerial reference point.
- 6.12 The law firm registration will be verified by the Accounting officer before appointment
- 6.13 Individual lawyers' registration with the relevant council will be verified by the Accounting Officer before appointment.

7. TIME FRAMES

OUTPUT	PERIOD
INVITATION OF SERVICE PROVIDERS TO SUBMIT PROPOSALS FOR THE ESTABLISHMENT OF A PRE-QUALIFIED LIST OF BIDDERS OF LAW FIRMS THAT WILL BE USED TO PROVIDE LEGAL SERVICES TO THE GAUTENG DEPARTMENT OF EDUCATION FOR A PERIOD OF THREE (3) YEARS	3 YEAR FIXED TERM

INVITATION OF SERVICE PROVIDERS TO SUBMIT PROPOSALS FOR THE ESTABLISHMENT OF A PRE-QUALIFIED LIST OF BIDDERS OF LAW FIRMS THAT WILL BE USED TO PROVIDE LEGAL SERVICES TO THE GAUTENG DEPARTMENT OF EDUCATION FOR A PERIOD OF THREE (3) YEARS

8. PENALTIES / WARRANTIES

- 8.1 If it is shown that errors or shortcomings exist within the service provided, the bidder shall be notified in writing and shall be required to implement corrective measures within seven (7) days to remedy such errors at no cost to the GDE.
- 8.2 The GDE reserves the right to reject work that does not meet the required standard and engage a different service provider to complete the work. The GDE shall serve thirty (30) days written notice for termination of contract in the case of non-performance.
- 8.3 The GDE reserves the right to inspect or audit any document pertaining to this contract within one year of the date of expiry of the contract. This may also include queries and complaints.
- 8.4 Should any audit or inspection reveal that the Law firm has not complied with any of the terms of this contract, the Law firm will be liable for the cost of the audit or inspection as well as the cost of any losses incurred by the GDE associated with such non-compliance.
- 8.5 The GDE also has the right to terminate the contract at any stage if there is substantive proof of inefficiency in the delivery of the service.

9. INSTRUCTIONS FOR THE PROPOSAL

- 9.1 This Request for Proposal does not constitute an offer. The RFP intends to provide enough information for the preparation and submission of comparable proposals by the Bidders.
- 9.2 The GDE requires a clear, concise and factual response. Bidders shall consult, in writing, with the GDE official responsible should there appear to be any discrepancy, ambiguity or uncertainty pertaining to the meaning or effect of any description, dimension, quality, quantity or any other information contained in this RFP.
- 9.3 This tender validity period is 120 days. In the event that there is a need to extend this period the extension will be published on the GPG e-tender portal.
- 9.4 It is the responsibility of the bidder to check the extensions as published as there will be no individual correspondence

INVITATION OF SERVICE PROVIDERS TO SUBMIT PROPOSALS FOR THE ESTABLISHMENT OF A PRE-QUALIFIED LIST OF BIDDERS OF LAW FIRMS THAT WILL BE USED TO PROVIDE LEGAL SERVICES TO THE GAUTENG DEPARTMENT OF EDUCATION FOR A PERIOD OF THREE (3) YEARS

- 9.5 Proposals must be compiled in the following manner (non-compliance may eliminate your bid):
- a) Clear indexing of the proposal content must be included.
 - b) One (1) original proposal (marked 'original') must be submitted.
 - c) One (1) copy of the proposal (marked 'copy') must be submitted.
- 9.6 **All proposals must be delivered sealed. The following information must** appear on the outside of the sealed proposal.
- a) Name of Bidder
 - b) Description of proposal
 - c) RFP Number
 - d) Closing date and time
- 9.7 In the case of Joint Ventures, proposals must contain:
- a) Partnership Agreements/Joint Venture Agreements signed by all party representatives,
 - b) Proposed revenue split and,
 - c) A valid certified copy of a SANAS accredited consolidated BBBEE Certificate,
 - d) For Joint Venture proof of CSD registration for each member.
 - e) Service provider must ensure that they are registered for e-invoicing
- 9.8 Late submissions - proposals submitted after the specified closing date and time will not be considered.

INVITATION OF SERVICE PROVIDERS TO SUBMIT PROPOSALS FOR THE ESTABLISHMENT OF A PRE-QUALIFIED LIST OF BIDDERS OF LAW FIRMS THAT WILL BE USED TO PROVIDE LEGAL SERVICES TO THE GAUTENG DEPARTMENT OF EDUCATION FOR A PERIOD OF THREE (3) YEARS

10. DECLARATION

I/We the undersigned hereby declare that I/We have read and understand the above and agree to be bound by the stated terms and conditions.

Name of Bidder:.....

Name of contact person:.....

Capacity:.....

Signature.....Date.....

 <p>GAUTENG PROVINCE PROVINCIAL TREASURY REPUBLIC OF SOUTH AFRICA</p>	<h1>Provincial Supply Chain Management</h1>	
	Registered Supplier Confirmation	Page 1 of 1

THIS FORM IS TO BE COMPLETED BY REGISTERED SUPPLIERS ONLY

PLEASE NOTE:

SUPPLIERS ARE REQUIRED TO PROVIDE THEIR REGISTERED CENTRAL SUPPLIER DATABASE (CSD) NUMBER _____

For confirmation of your supplier number and/or any assistance please call the GPT Call Centre on **0860 011 000**.

Registered Suppliers to ensure that all details completed below are CURRENT.

MANDATORY SUPPLIER DETAILS			
GPT Supplier number			
Company name (Legal & Trade as)			
Company registration No.			
Tax Number			
VAT number (If applicable)			
COIDA certificate No.			
UIF reference No.			
Street Address		Postal Address	
CONTACT DETAILS			
Contact Person		Telephone Number	
Fax Number		Cell Number	
e-mail address		Principal's Id number	
BANKING DETAILS (in the name of the Company)			
Bank Name		Branch Code	
Account Number		Type of Account	

I HEREBY CERTIFY THAT THIS INFORMATION IS CORRECT.

Name(s) & Signature(s) of Bidder(s)

DATE:	
-------	--



GAUTENG PROVINCE
PROVINCIAL TREASURY
REPUBLIC OF SOUTH AFRICA

Provincial Supply Chain Management

Tax Clearance Requirements

Page 1 of 1

IT IS A CONDITION OF BIDDING THAT -

- 1.1 The taxes of the successful bidder **must** be in order, or that satisfactory arrangements have been made with the South African Revenue Service to meet his / her tax obligations.
- 1.2 The South African Revenue Service (SARS) from the 18 April 2016 has introduced an enhanced Tax Compliance Status System, whereby taxpayers will obtain their Tax Compliance Status (TCS) PIN instead of original Tax Clearance Certificate hard copies.
- 1.3 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.
- 1.4 Application for Tax Compliance Status (TCS) 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.
- 1.5 In bids where Consortia / Joint Ventures / Sub-contractors are involved each party must submit a separate Tax Compliance Status (TCS) / PIN / CSD Number.
- 1.6 Where no TCS is available but the bidder is registered on the Central Supplier Database (CSD), a CSD Number must be provided.

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

- | | | | | | |
|-----|---|-----|--------------------------|----|--------------------------|
| 2.1 | Is the bidder a resident of the Republic of South Africa (RSA)? | YES | <input type="checkbox"/> | NO | <input type="checkbox"/> |
| 2.2 | Does the bidder have a branch in RSA? | YES | <input type="checkbox"/> | NO | <input type="checkbox"/> |
| 2.3 | Does the bidder have a permanent establishment in the RSA? | YES | <input type="checkbox"/> | NO | <input type="checkbox"/> |
| 2.4 | Does the bidder have any source of income in the RSA? | YES | <input type="checkbox"/> | NO | <input type="checkbox"/> |

IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN, IT IS NOT A REQUIREMENT TO OBTAIN A TAX COMPLIANCE STATUS/TAX COMPLIANCE SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER ABOVE 1.4 ABOVE.



Provincial Supply Chain Management

Financial Statements

Page 1 of 1

Submission of Financial Statements

The latest financial statements for the last two years are required (except if it is a new or a dormant entity)

- a) Financial statements must be signed by the auditor (in the case of companies) or the accounting officer (in the case of close corporations) the owner (in case of sole proprietors). Signatures must be on the accounting officer's / auditors report on the auditor's /accounting officer's letterhead.
- b) Financial statements must be signed by the member/s (in the case of close corporations) or by the director/s (in the case of companies.)
- c) In bids where consortia/joint ventures/sub-contractors and partnerships are involved, all bidders must submit their financial statements.
- d) If it is a new or dormant entity an opening set of financial statements must be submitted with the tender document. A letter from the auditor (in the case of companies) or the accounting officer (in the case of close corporations) stating that the entity has not yet traded must be attached.
- e) In cases where an entity has operated for a period less than a year the Management Accounts Report for the period in operation must be submitted signed accordingly as stated in paragraph (a) and (b) of this document.
- f) In cases where the entity has operated for a period more than a year but less than two years, then the financial statement for the first year of operation signed accordingly as per paragraph (a) and (b) of this document must be submitted.

Annexure A

GOVERNMENT PROCUREMENT

GENERAL CONDITIONS OF CONTRACT

July 2010

NOTES

The purpose of this document is to:

- (i) Draw special attention to certain general conditions applicable to government bids, contracts and orders; and
- (ii) To ensure that clients be familiar with regard to the rights and obligations of all parties involved in doing business with government.

In this document words in the singular also mean in the plural and vice versa and words in the masculine also mean in the feminine and neuter.

- The General Conditions of Contract will form part of all bid documents and may not be amended.
- Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately for every bid (if applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.

TABLE OF CLAUSES

1. Definitions
2. Application
3. General
4. Standards
5. Use of contract documents and information; inspection
6. Patent rights
7. Performance security
8. Inspections, tests and analysis
9. Packing
10. Delivery and documents
11. Insurance
12. Transportation
13. Incidental services
14. Spare parts
15. Warranty
16. Payment
17. Prices
18. Contract amendments
19. Assignment
20. Subcontracts
21. Delays in the supplier's performance
22. Penalties
23. Termination for default
24. Dumping and countervailing duties
25. Force Majeure
26. Termination for insolvency
27. Settlement of disputes
28. Limitation of liability
29. Governing language
30. Applicable law
31. Notices
32. Taxes and duties
33. National Industrial Participation Programme (NIPP)
34. Prohibition of restrictive practices

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 any thing of value to influence the action of a public official in the procurement process or in contract execution.
 - 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
 - 1.6 “Country of origin” means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
 - 1.7 “Day” means calendar day.
 - 1.8 “Delivery” means delivery in compliance of the conditions of the contract or order.
 - 1.9 “Delivery ex stock” means immediate delivery directly from stock actually on hand.
 - 1.10 “Delivery into consignees store or to his site” means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
 - 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.

- 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. 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 supplies covered by the bid will be manufactured.
- 1.17 "Local content" means that portion of the bidding price which is not included in the 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 “Written” or “in writing” means handwritten in ink or any form of electronic or mechanical writing.
- 2. Application**
- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.
- 3. General**
- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za
- 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.
- 7. Performance**
- 7.1 Within thirty (30) days of receipt of the notification of contract award,

security

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 in SCC.

8. Inspections, tests and analyses

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies 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 supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies 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 23 of GCC.

9. Packing

9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

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

10.2 Documents to be submitted by the supplier are specified in SCC.

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 in the SCC.

12. Transportation

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

13. Incidental services

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

- (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 in SCC, 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 in SCC.

15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.

15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, 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 in SCC.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

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 in SCC or in the purchaser's request for bid validity extension, as the case may be.

18. Contract amendments

- 18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.

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 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily

available.

21.5 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 21.2 without the application of penalties.

21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without canceling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties

22.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.

23. Termination for default

23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:

- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
- (b) if the Supplier fails to perform any other obligation(s) under the contract; or
- (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

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 intended penalty as not objected against and may impose it on the supplier.

23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, 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 Accounting Officer / Authority 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. Anti-dumping 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 contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him

- 25. Force Majeure**
- 25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.
- 26. Termination for insolvency**
- 26.1 The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.
- 27. Settlement of Disputes**
- 27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 27.5 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.
- 28. Limitation of liability**
- 28.1 Except in cases of criminal negligence or willful 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 in SCC.
- 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 the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.
- 33. National Industrial Participation Programme (NIP)** 33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.
- 34. Prohibition of Restrictive practices** 34.1 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 (or bid rigging).
- 34.2 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 the Competition Act No. 89 of 1998.

- 34.3 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.

Js General Conditions of Contract (revised July 2010)

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PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017

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

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to all bids:

- 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

- a) The value of this bid is estimated to exceed/not exceed R50 000 000 (all applicable taxes included) and therefore the preference point system shall be applicable; or
- b) Either the 80/20 or 90/10 preference point system will be applicable to this tender (*delete whichever is not applicable for this tender*).

1.3 Points for this bid shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contributor.

1.4 The maximum points for this bid are allocated as follows:

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

1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

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

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2. DEFINITIONS

- (a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) **“EME”** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) **“functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) **“prices”** includes all applicable taxes less all unconditional discounts;
- (h) **“proof of B-BBEE status level of contributor”** means:
- 1) B-BBEE Status certificate issued by an authorized body or person;
 - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
 - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (i) **“QSE”** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

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3. POINTS AWARDED FOR PRICE

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

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

80/20

or

90/10

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

Where

P_s = Points scored for price of bid under consideration

P_t = Price of bid under consideration

P_{\min} = Price of lowest acceptable bid

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

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

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

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5. BID DECLARATION

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

6. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1

6.1 B-BBEE Status Level of Contributor: = (maximum of 10 or 20 points)
 (Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.)

7. SUB-CONTRACTING

7.1 Will any portion of the contract be sub-contracted?

(Tick applicable box)

YES		NO	
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7.1.1 If yes, indicate:

- (i) what percentage of the contract will be subcontracted?
- (ii) the name of the sub-contractor?
- (iii) the B-BBEE status level of the sub-contractor?
- (iv) whether the sub-contractor is an EME or QSE?

YES		NO	
-----	--	----	--

(v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of

Preferential Procurement Regulations 2017:

Designated Group: An EME or QSE which is at least 51% owned by:	EME √	QSE √
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		

If feasible to subcontract for a contract above R30 million, an organ of state must apply subcontracting to advance designated groups. (As per Preferential Procurement Regulations 2017)

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8 DECLARATION WITH REGARD TO COMPANY/FIRM

8.1 Name of company/firm

8.2 VAT registration number

8.3 Company registration number

8.4 TYPE OF COMPANY/ FIRM [TICK APPLICABLE BOX]

- Partnership/Joint Venture / Consortium

- One person business/sole propriety

- Close corporation

- Company

- (Pty) Limited

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

8.6 COMPANY CLASSIFICATION [TICK APPLICABLE BOX]

- Manufacturer

- Supplier

- Professional service provider

- Other service providers, e.g. transporter, etc.

8.7 Total number of years the company/firm has been in business?

8.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- (i) The information furnished is true and correct;
- (ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form.
- (iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- (iv) If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –

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- (a) disqualify the person from the bidding process;
- (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
- (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
- (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
- (e) forward the matter for criminal prosecution.

Name(s) & Signature(s) of Bidder(s)

DATE:

ADDRESS:

WITNESSES

1	
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2	
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