



SBD 1

PART A

INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE LIMPOPO DEPARTMENT OF HEALTH

BID NUMBER:	HEDP018/24/25	CLOSING DATE:	06/03/2026	CLOSING TIME:	11H00
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DESCRIPTION	APPOINTMENT OF A PANEL OF LEGAL PRACTITIONERS FOR THE PROVISION OF PROFESSIONAL LEGAL, ADVISORY AND LITIGATION SERVICES FOR THE LIMPOPO DEPARTMENT OF HEALTH FOR A PERIOD OF THIRTY-SIX (36) MONTHS ON AN AS-AND-WHEN REQUIRED BASIS.
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BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)

DEPARTMENT OF HEALTH, 18 COLLEGE STREET, POLOKWANE, LIMPOPO PROVINCE

THE BID BOX IS GENERALLY OPENED 24 HOURS, 7 DAYS A WEEK

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO	TECHNICAL ENQUIRIES MAY BE DIRECTED TO:
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CONTACT PERSON	Mr. Sekome T / Ms. Motene N.M	CONTACT PERSON	Ms. Seabi K Ms. Maake M Kholofelo.Seabi@dhsd.limpopo.gov.za
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TELEPHONE NUMBER	015 293 6581 / 015 293 6350 076 925 4791 / 063 692 9368	TELEPHONE NUMBER	060 642 8284 / 078 663 0525
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E-MAIL ADDRESS	Taelo.Sekome@dhsd.limpopo.gov.za Ntlama.Maphahlele@dhsd.limpopo.gov.za	E-MAIL ADDRESS	Kholofelo.Seabi@dhsd.limpopo.gov.za Molebogeng.Maake@dhsd.limpopo.gov.za
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SUPPLIER INFORMATION

NAME OF BIDDER	
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POSTAL ADDRESS	
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STREET ADDRESS	
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TELEPHONE NUMBER	CODE	NUMBER
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CELLPHONE NUMBER	
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E-MAIL ADDRESS	
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VAT REGISTRATION NUMBER	
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SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:	OR	CENTRAL SUPPLIER DATABASE	MAAA
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ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	No: ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
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QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE A BRANCH IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	<input type="checkbox"/> YES <input type="checkbox"/> NO IF

THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.

**PART B
TERMS AND CONDITIONS FOR BIDDING**

1. BID SUBMISSION:
<p>1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.</p> <p>1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.</p> <p>1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.</p> <p>1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM(SBD7).</p>
2. TAX COMPLIANCE REQUIREMENTS
<p>2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.</p> <p>2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.</p> <p>2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.</p> <p>2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.</p> <p>2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.</p> <p>2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.</p> <p>2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."</p>

NB: FAILURE TO PROVIDE / OR COMPLY WITH ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

SIGNATURE OF BIDDER:

.....

DATE:.....

PRICING SCHEDULE
(Professional Services)

NAME OF BIDDER:	BID NO.: HEDP018/24/25
CLOSING TIME 11:00	CLOSING
DATE.....	

OFFER TO BE VALID FOR **365** DAYS FROM THE CLOSING DATE OF BID.

ITEM NO	DESCRIPTION	BID PRICE IN RSA CURRENCY (ALL APPLICABLE TAXES INCLUDED)
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1. The accompanying information must be used for the formulation of proposals.
2. Bidders are required to indicate a ceiling price based on the total estimated time for completion of all phases and including all expenses inclusive of all applicable taxes for the project.

R.....

3 PERSONS WHO WILL BE INVOLVED IN THE PROJECT AND RATES APPLICABLE (CERTIFIED INVOICES MUST BE RENDERED IN TERMS HEREOF)

4. PERSON AND POSITION	HOURLY RATE	DAILY RATE
-----	R-----	-----

5. PHASES ACCORDING TO WHICH THE PROJECT WILL BE COMPLETED, COST PER PHASE AND MAN-DAYS TO BE SPENT

-----	R-----	-----days

5.1 Travel expenses (specify, for example rate/km and total km, class of air travel, etc). Only actual costs are recoverable. Proof of the expenses incurred must accompany certified invoices.

DESCRIPTION OF EXPENSE TO BE INCURRED	RATE	QUANTITY	AMOUNT
.....	R.....
.....	R.....
.....	R.....
.....	R.....
TOTAL: R.....			

**** "all applicable taxes" includes value- added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.**

5.2 Other expenses, for example accommodation (specify, e.g. Three-star hotel, bed and breakfast, telephone cost, reproduction cost, etc.). On basis of these particulars, certified invoices will be checked for correctness. Proof of the expenses must accompany invoices.

DESCRIPTION OF EXPENSE TO BE INCURRED	RATE	QUANTITY	AMOUNT
.....	R.....
.....	R.....
.....	R.....
.....	R.....
TOTAL: R.....			

- 6. Period required for commencement with project after acceptance of bid
- 7. Estimated man-days for completion of project
- 8. Are the rates quoted firm for the full period of contract? *YES/NO
- 9. If not firm for the full period, provide details of the basis on which adjustments will be applied for, for example consumer price index.
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.....
.....
.....

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 Bidders, 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**

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

2.2 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution? **YES/NO**

2.2.1 If so, furnish particulars:
.....
.....

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract? **YES/NO**

2.3.1 If so, furnish particulars:
.....
.....

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.

3 DECLARATION

I, the undersigned, (name)..... in submitting the accompanying bid, do hereby make the following statements that I certify to be true and complete in every respect:

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 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

²Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

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

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

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

1. GENERAL CONDITIONS

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

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

1.2 To be completed by the organ of state

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

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

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

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	90
SPECIFIC GOALS	10
Total points for Price and SPECIFIC GOALS	100

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

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

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

80/20	or	90/10
$P_s = 80 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right)$	or	$P_s = e0 \left(1 - \frac{P_t - P_{mi}}{P_{min}} \right)$

Where

P_s = Points scored for price of tender under consideration

P_t = Price of tender under consideration

P_{min} = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

80/20	or	90/10
$P_s = 80 \left(1 + \frac{P_t - P_{max}}{P_{max}} \right)$	or	$P_s = e0 \left(1 + \frac{P_t - P_{ma}}{P_{max}} \right)$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

(a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or

(b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)
Enterprise Located in Limpopo	2/10	
Woman	3/10	
Disabled Person	3/10	
Youth	2/10	

4.2.1. The Department will use the ownership of the business entity relating to the required specific goals to calculate the points.

4.2.2. To be eligible to claim for preference points in terms of Preferential Procurement Policy 2022, bidders must submit or provide documentary proof.

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm.....

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

4.6. I, the undersigned, who is duly authorized to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

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

(e) forward the matter for criminal prosecution, if deemed necessary.

	SIGNATURE(S) OF TENDERER(S)
SURNAME AND NAME:
DATE:
ADDRESS:

**GOVERNMENT PROCUREMENT
GENERAL CONDITIONS OF CONTRACT**

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. Applications
3. General
4. Standards
5. Use of contract document 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. Payments
17. Prices
18. Contract amendments
19. Assignment
20. Subcontractors
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 practice

GENERAL CONDITIONS OF CONTRACT (GCC)

<p>1. Definitions</p>	<p>The following terms shall be interpreted as indicated:</p> <p>1.1 “Closing time” means the date and hour specified in the bidding documents for the receipt of bids.</p> <p>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.</p> <p>1.3 “Contract price” means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.</p> <p>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.</p> <p>1.5 “Countervailing duties” are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.</p> <p>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.</p> <p>1.7 “Day” means calendar day.</p> <p>1.8 “Delivery” means delivery in compliance of the conditions of the contract or order.</p> <p>1.9 “Delivery ex stock” means immediate delivery directly from stock actually on hand.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>1.14 “GCC” means the General Conditions of Contract.</p> <p>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.</p> <p>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</p>
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	<p>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.</p> <p>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.</p> <p>1.18 “Manufacture” means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.</p> <p>1.19 “Order” means an official written order issued for the supply of goods or works or the rendering of a service.</p> <p>1.20 “Project site,” where applicable, means the place indicated in bidding documents.</p> <p>1.21 “Purchaser” means the organization purchasing the goods.</p> <p>1.22 “Republic” means the Republic of South Africa.</p> <p>1.23 “SCC” means the Special Conditions of Contract.</p> <p>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.</p> <p>1.25 “Written” or “in writing” means handwritten in ink or any form of electronic or mechanical writing.</p>
2. Application	<p>2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.</p> <p>2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.</p> <p>2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.</p>
3. General	<p>3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.</p> <p>3.2 With certain exceptions, invitations to bid are only published in the Government Bid Bulletin. The Government Bid Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za</p>
4. Standards	<p>4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.</p>

5. Use of contract documents and information; inspection.	<p>5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.</p> <p>5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.</p> <p>5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies)</p>
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	<p>to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.</p> <p>5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.</p>
6. Patent rights	<p>6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.</p>
7. Performance Security	<p>7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.</p> <p>7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.</p> <p>7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:</p> <ul style="list-style-type: none"> (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 <p>7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.</p>

<p>8. Inspections, tests and analyses</p>	<p>8.1 All pre-bidding testing will be for the account of the bidder.</p> <p>8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to 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.</p> <p>8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.</p> <p>8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.</p> <p>8.5 Where the 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.</p> <p>8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.</p> <p>8.7 Any contract supplies may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the 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</p>
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	<p>supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.</p> <p>8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.</p>
9. Packing	<p>9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.</p> <p>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.</p>
10. Delivery and documents	<p>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.</p> <p>10.2 Documents to be submitted by the supplier are specified in SCC.</p>
11. Insurance	<p>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.</p>
12. Transportation	<p>12.1 Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.</p>
13. Incidental Services	<p>13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:</p> <ul style="list-style-type: none"> (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. <p>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.</p>
14. Spare parts	<p>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:</p> <ul style="list-style-type: none"> (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and (b) in the event of termination of production of the spare parts:

	<p>(i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and</p> <p>(ii) Following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.</p>
15. Warranty	<p>15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models and that, they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.</p> <p>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.</p> <p>15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.</p> <p>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.</p> <p>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.</p>
16. Payment	<p>16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.</p> <p>16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract.</p> <p>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.</p> <p>16.4 Payment will be made in Rand unless otherwise stipulated in SCC.</p>
17. Prices	<p>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 authorised in SCC or in the purchaser's request for bid validity extension, as the case may be.</p>
18. Contract Amendments	<p>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.</p>
19. Assignment	<p>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.</p>
20. Subcontracts	<p>20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under these contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.</p>

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.
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	<p>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.</p> <p>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.</p>
	<p>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.</p>
	<p>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.</p> <p>21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.</p>
<p>22.Penalties</p>	<p>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.</p>

<p>23.Termination for default</p>	<p>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:</p> <ul style="list-style-type: none"> (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. <p>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.</p> <p>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</p>
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	<p>supplier from doing business with the public sector for a period not exceeding 10 years.</p> <p>23.4 If a purchaser intends to impose a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than 14 days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated 24 days the purchaser may regard the intended penalty as not objected against and impose it on the supplier.</p> <p>23.5 Any restriction imposed on any person by the Accounting Officer/ Authority will, at the discretion of the Accounting Officer/ Authority, should be applicable to any other enterprise or nay partner, manager, director or other person who wholly or party exercises or exercised or may exercise control over the enterprise of the first mentioned person, and with which enterprise or person the first mention person, is or was in the opinion of the AO/AA actively associated.</p> <p>23.6 If a restriction is imposed, the purchaser must, within 5 days of such imposition is imposed, the purchaser must within five (5) working days of such imposition, furnish the National Treasury, with the following information:</p> <ol style="list-style-type: none"> 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. <p>These details will be loaded in the National treasury’s central database of suppliers or person prohibited from doing business with the public sector.</p> <p>23.7 If a court of law convicts a person on an offence as contemplated in section 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 Bid 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 5 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’s web-site.</p>
<p>24. Anti-dumping and countervailing duties and rights</p>	<p>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.</p>

25. Force Majeure	<p>25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.</p> <p>25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless</p>
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	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.
22.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.
25.Settlement of Disputes	<p>27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.</p> <p>27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.</p> <p>27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.</p> <p>27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.</p> <p>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.</p>
26.Limitation of Liability	<p>28.1 Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6;</p> <p>(a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and</p> <p>(b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment</p>
27.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.
28.Applicable Law	30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
29.Notices	<p>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.</p> <p>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.</p>

30. 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.
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	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.
31. 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.
32. Prohibition of Restrictive practices	<p>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).</p> <p>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.</p> <p>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.</p>

General Conditions of Contract

The bidder declares to accept all the General Condition of Contract (GCC) as specified above by indicating with an "X" in the "ACCEPT ALL" column.	ACCEPT ALL	DO NOT ACCEPT ALL
<p>NOTE: FAILURE TO ACCEPT ALL THE SPECIAL CONDITION OF THE CONTRACT AS SPECIFIED IN THE GCC WILL RESULT IN DISQUALIFICATION OF YOUR BID.</p> <p>Signature..... Name (in print).....</p> <p>Date.....</p>		



LIMPOPO

PROVINCIAL GOVERNMENT
REPUBLIC OF SOUTH AFRICA

DEPARTMENT OF HEALTH

HEDP 018/24/25 TERMS OF REFERENCE FOR THE APPOINTMENT OF A PANEL OF LEGAL PRACTITIONERS FOR THE PROVISION OF PROFESSIONAL LEGAL, ADVISORY AND LITIGATION SERVICES FOR THE LIMPOPO DEPARTMENT OF HEALTH FOR A PERIOD OF THIRTY- SIX (36) MONTHS ON AN AS-AND-WHEN REQUIRED BASIS.

1. PURPOSE

- 1.1 The purpose of this Request for Bids (RFB) is to solicit bids from potential bidder(s) for the appointment of a Panel of Legal Practitioners to provide professional legal, advisory and litigation services to the Limpopo Department of Health (the Department) for a period of thirty-six (36) months on an as-and-when required basis.

2. BACKGROUND

- 2.1. The Limpopo Department of Health ("The Department") is mandated and committed to providing quality health care services to all its people, ensuring a long and healthy life for all by providing and promoting comprehensive, accessible and affordable quality health care services to improve the life expectancy of the people of Limpopo.
- 2.2. While discharging this mandate, adverse events sometimes do occur; which events lead to litigation against the Department and these cases contribute to the growing contingent liability. In other instances, the Department is owed sums of money and litigation process becomes the only route to take.
- 2.3. To achieve this, the Department aims to establish a panel of legal practitioners to provide legal services in various categories or areas of law including but not limited to civil & Criminal litigation, Administrative & Constitutional law, Labour & Employment law, Environmental law, Government Procurement Law, Debt collection, Advisory services and drafting of commercial contracts.

- 2.4. The Department requires the services of qualified Legal Practitioners to render legal services in the fields as stated below, to be appointed for a period of Thirty-Six (36) months.

AREA OF SPECIALISATION	SPECIALITY SELECTION (X)
1. General Litigation	
2. Medical malpractice/negligence Litigation	
3. Criminal Litigation	
4. Labour Litigation and Employment Law	
5. Constitutional & Administrative Law	
6. Commercial and Contract Law	
7. Debt Collection	

The bidder is required to indicate areas of specialization by ticking on the table above:

3. OBJECTIVE

- 3.1. The Department is seized with numerous legal matters, including actions instituted against it, claims for monies owed to it, and proceedings wherein it is required to protect its legal rights, reputation, and institutional interests.
- 3.2. There is therefore a need to defend and institute actions and applications in various courts. The Department institutes and receives court processes from various courts in the country.
- 3.3. The Department therefore wishes to invite suitably qualified Legal Practitioners to be listed on a panel to provide services for the above listed areas of law.
- 3.4. Appointment to the Panel will be based on the experience and capacity of the practitioner(s) and/or their experience relating to the above listed areas of law.
- 3.5. The appointed Legal Practitioner(s) will be used on an “as and when” required basis.

4. LEGISLATIVE AND REGULATORY FRAMEWORK

- 4.1. This bid and all contracts emanating here from will be subject to General Conditions of Contract (GCC) issued in accordance with Treasury Regulation 16A published in terms of the Public Finance Management Act, 1999 (Act 1 of 1999) (PFMA) as well as the Preferential Procurement Policy Framework Act, 2000 (PPPFA) with its associated Regulations.

- 4.2. The Special Conditions of Contract (SCC) supplement the GCC. However, when the SCC is in conflict with the GCC, the provisions of the SCC will prevail.
- 4.3. This bid is subject to, but is not limited to the following:
- 4.3.1. Constitution of the Republic of South Africa (Act 108 of 1996)
 - 4.3.2. Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000) and its associated Regulations.
 - 4.3.3. Legal Practice Act, 2014 (Act No. 28 of 2014).
 - 4.3.4. State Liability Amendment Act, 2011 (Act No. 14 of 2011).

5. DEFINITIONS

5.1 The following words bear the meaning set out below and cognate expressions bear a like meaning:

- ✓ **Day/s** shall mean working day / s, unless specifically stated to the contrary.
- ✓ **Department** refers to the Limpopo Department of Health.
- ✓ **General Litigation** refers to litigation in any other area of law except medical malpractice/negligence, labour litigation, criminal litigation as well as Constitutional and Administrative law.
- ✓ **HOD** refers to the Head of Department of the Limpopo Department of Health.
- ✓ **Lead Practitioner** means the Legal Practitioner at the **Firm or Legal Practice**

primarily responsible for the provision of services to the **Department** and shall be a person who has been admitted to appear in the High Court of South Africa for at least 5 (five) years prior to closing date of this bid.
- ✓ **Official Responsible** refers to the Director: Legal Services or duly authorized Legal Officer.
- ✓ **Panel of Legal Practitioners** means the firms of Legal Practitioners or Joint Ventures entered into by Legal Practitioners appointed to provide the services to the **Department**.
- ✓ **Service Level Agreement** means the **Service Level Agreement** to be signed by the successful bidders and the Department, together with all annexures hereto, as well

as any directives issued by the **Department** from time to time.

6 SCOPE OF WORK (KEY DELIVERABLES)

6.1 The Legal Practitioner's scope of work may include but is not limited to:

- ✓ Briefing counsel, when required.
- ✓ Drafting or settling pleadings.
- ✓ Attending all consultations (with Counsel when required).
- ✓ Handling trial of the matter before the Magistrates' Court, Labour Court or High Court.
- ✓ Enforcement of judgements/collection.

6.2 Legal Practitioners will be required to render services in all matters relating to, amongst others, the following areas of law:

- ✓ General Litigation;
- ✓ Medical Malpractice/Negligence Litigation;
- ✓ Criminal Litigation
- ✓ Labour Litigation and Employment Law;
- ✓ Commercial and Contract Law; and
- ✓ Debt Collection.

6.3 Litigation (Civil, Criminal, Labour and Personal Injury claims)

- ✓ Legal Practitioners will attend to litigation on behalf of the Department, either in the court of law or other labour law tribunals such as arbitrations and CCMA. Legal Practitioners are required to have in-depth practical knowledge of civil, and labour litigation procedures through arbitration or in the Superior Courts and Magistrates' Courts.
- ✓ The entire spectrum of personal injury claims, especially medical malpractice/negligence and the related regulatory environment.
- ✓ The entire civil procedure in the lower and superior courts, including appearance in the High Court.
- ✓ The entire spectrum of criminal law and procedure as Legal Practitioners may be required to represent employees who are criminally charged during the course and scope of their employment.
- ✓ Representation at labour tribunals such as the CCMA, Bargaining Council, Labour Court and

Labour Appeal Court.

- ✓ Ability to investigate alleged misconduct of employees of the Department.
- ✓ Ability to initiate and chair disciplinary hearings; even those involving members of senior management.

6.4 Constitutional and Administrative Law

- ✓ Advice on administrative decisions often taken by management in the discharge of their administrative duties.
- ✓ Advice on the constitutionality of management decisions and actions.
- ✓ Any other related activity in the constitutional and administrative law sector as and when required to do so.

6.5 Commercial Contracts

- ✓ Practical knowledge is required of all spheres of commercial contracts including but not limited to knowledge and application of the standard forms of contract, including GCC and JBCC.
- ✓ Over and above, the above-mentioned standard forms of contract, Legal Practitioners may be required to attend to the interpretation of agreements more specifically but not limited to Service Level Agreements (SLA), Memorandum of Agreements (MOA) and Memorandum of Understandings (MOU).

6.6 Legal Advisory Services

- ✓ Drafting of opinions and/or certifications of SLA's, MOA's and MOU's.
- ✓ Attendance at meetings with various stakeholders where opinions may be sought.
- ✓ Advice and assist in process and compliance with the provisions of the labour law prescripts and procedures.
- ✓ Negotiation and settlement of labour disputes whether with individual employees or the

bargaining unit represented by a union.

- ✓ Advice on procedural and substantive issues relating to disciplinary hearings conducted and adjudication at these tribunals.
- ✓ Drafting and review of legislation applicable in the Limpopo province.

7 SPECIAL CONDITIONS OF CONTRACT

- 7.1** Successful Bidders will be listed on a panel to provide legal services to the Department for a period of Thirty-Six (36) Months and must enter into a Service Level Agreement (SLA) with the Department.
- 7.2** Performance and quality of the work will be a measure of retention in the panel.
- 7.3** The Department reserves the right to remove a bidder from the panel if that Legal Practitioner does not meet the performance standards as per the Service Level Agreement.
- 7.4** The Department may, upon a breach of the Legal Practice Council Code of Conduct or any applicable professional rules, take corrective action up to and including removal from the panel, after giving written notice and affording the Legal Practitioner a reasonable opportunity to make representations
- 7.5** Legal Practitioners awarded the bid to do any work may not cede, assign or sub-contract any part thereof to any person unless with the written consent of the Department or as may be required by applicable laws, for instance, in cases where correspondent Legal Practitioners may be necessary.
- 7.6** Fronting is prohibited. Any bidder found to have fronted shall automatically be disqualified. For contracts already awarded the contract shall be terminated and any costs borne shall be for the account of the defaulting Bidder. These costs shall include the costs of appointing another Bidder.
- 7.7** Fees shall be charged in accordance with the Department's Service Level Agreement, Tariff of Fees and Milestones. Fees for service rendered shall remain fixed for the first year of the contract and thereafter be adjusted in line with CPI.
- 7.8** All instruction(s) to the Legal Practitioners shall be given in writing by the Director: Legal Services or the duly authorised official. Charging of collapsed fee shall only be permitted with approval of the Director: Legal Services or the duly authorised official.
- 7.9** The Department shall not be required to pay any deposit for services to be rendered.
- 7.10** Appointment to the panel does not guarantee that Legal Practitioners will receive instructions as work will be allocated on an "as and when required" basis.
- 7.11** Work will be allocated to Legal Practitioners using rotational system based on the nature of the case, experience of the Legal Practitioner and field of specialization.

- 7.12** Briefing of Counsel may only be done in consultation with the Department's responsible officials and consideration of their applicable rates. (Only Counsel who are members of a recognised bar can be appointed to represent the Department).
- 7.13** The Department reserves the right to subject Legal Practitioners' invoices for assessment and review by the Legal Practice Council. All payment claims are to be certified by the officials responsible and be approved by the HOD before payment can be effected.
- 7.14** Bidders are to note that the Department will monitor and evaluate the services rendered through its responsible officials.
- 7.15** The Department will carry out site inspections, service evaluations and explanatory meetings in order to verify the nature and quality of services offered by the bidder.
- 7.16** The Department shall be entitled, in its discretion, to remove any Legal Practitioner from the panel before the expiry of the said Thirty-Six (36) months period by written notice and recall all the files in the possession of the said Legal Practitioner.
- 7.17** In the case of a new Legal Practice or conversion, individual Legal Practitioner who will be dealing with the Department matters shall have at least five years' post admission experience in the relevant field of law.
- 7.18** Legal Practitioners who are litigating against the Department, and are awarded the contract, shall within 7 days after award, terminate their mandate with their clients to ensure that they act in the best interests of the Department.
- 7.19** Legal practitioners have a duty to disclose to the Department the identity or details of the clients or Plaintiffs they previously represented, where such mandates have been terminated consequent to their appointment to the panel. Should a Legal Practitioner be allocated a matter involving a Plaintiff they had previously represented, the Legal Practitioner must immediately notify the Department in writing and formally decline or withdraw from the instruction.
- 7.20** Legal Practitioners must disclose to the Department any conflict of interest that may have an impact on them providing any of the legal services referred to above, irrespective of when it may arise.
- 7.21** The Legal Practitioners must, upon award, furnish an insurance policy in respect of professional liability issued by the Fidelity Fund. This cover shall be maintained under the policy for the duration of the contract period with the Department.
- 7.22** The Legal Practitioners shall at all times maintain an operational IT & telephony capability as required by the Department and shall inform the Department within 24 hours of any breakdown or other issue that may impact communication between the firm and the Department.

7.23 Intellectual property rights:

- ✓ All copyright and intellectual property rights that may result as consequences of the work to be performed shall become the property of the Department.
- ✓ Legal Practitioners must hand over all documents and information in any format, including copies thereof, that it received from the Department or that it had access to during the assignment immediately after completion of the cases to the Department.
- ✓ Legal Practitioners shall deliver to the Department, on completion of a case, any security devices, passwords or protective mechanisms to the soft versions of documents that were written and the Department will have the right to amend and change these without obligation whatsoever to the Legal Practitioners upon completion of the assignment.

7.24 Skills transfer

- ✓ Legal Practitioners will also be required to ensure transfer of skills to in-house legal officers or professionals in the employ of the Department and should demonstrate how this shall be done. The demonstration will serve as an objective criteria.
- ✓ The successful Legal Practitioner undertakes to provide the Department with continuous Legal Education and Training, on reasonable notice from the Department, which shall include but not be limited to the provision of seminars, lectures, newsletters, workshops and regular legislative, case law and other updates. The Legal Practitioner shall provide such continuous Legal Education and Training at no additional cost to the Department.
- ✓ The Department reserves the right, under exceptional circumstances, to appoint practitioners outside the panel.

8 KEY ASPECTS OF THE BID PROPOSAL

Bidders must take note of the following fundamental aspects before submission of their bid proposals:

- 8.1 The successful bidder will be bound by Government Legislative Framework i.e. the General Conditions of Contract and the Special Conditions of Contract (SCC), which will form part of the signed contract with the successful bidder. However, LDoH reserves the right to include or waive any condition in the signed contract.

- 8.2** The signed contract, which is inclusive of the GCC, SCC and Technical Specification shall be signed within seven (7) days after the acceptance of award of the bid. SLA which is regarded as a performance agreement by the Department signed off 30 days after signing of the contract with the Accounting Officer or his/her delegate.
- 8.3** The Department reserves the right to –
- 7.3.1 Negotiate the conditions of this Bid, or
 - 7.3.2 Automatically disqualify a bidder for not accepting these conditions.
- 8.4** If the bidder qualifies the proposal with own conditions and does not specifically withdraw such own conditions when requested upon to do so; the Department may disqualify the bid.
- 8.5** Bidders must submit their bids on or before the stipulated closing date and time. Late bids will not be accepted. To evaluate and adjudicate the bid effectively, it is imperative that bidders submit responsive bids.
- 8.6** Each bidder must attach all applicable documents in support of its bid in accordance with the requirements set out in this bid as well as any other relevant materials, photographs and/or attachments.
- 8.7** The department reserves the right to verify any information supplied by the bidder and should the information be found to be false or incorrect, the department shall disqualify the bid and may further exercise any of the remedies available to it.
- 8.8** Each bid, once submitted, constitutes a binding and irrevocable offer to provide the services on the terms set out in the bid, which offer cannot be amended after its date of submission except for arithmetic errors.

9 BID AWARD AND CONTRACT CONDITIONS

- 9.1** Bidders must submit their bid in line with the bid specification; failure to comply which shall render the bid invalid.
- 9.2** Bidders shall be notified about the decision of the Department by means of publication in the Provincial Tender Bulletin, Departmental website, and E-tender portal.

10 THE BID AWARD AND ALLOCATION STRATEGY

- 10.1** Subject to Section 2(1)(f) of the Preferential Procurement Policy Act, 200 (Act 5 of 2000, a maximum of ten (10) highest scoring bidders for each category (where possible), who accepted a standardized all-inclusive hourly rate, will be appointed onto the following categories:

- 10.1.1 General Litigation;
- 10.1.2 Medical Malpractice/Negligence Litigation;
- 10.1.3 Criminal Litigation
- 10.1.4 Labour Litigation and Employment Law;
- 10.1.5 Commercial and Contract Law; and
- 10.1.6 Debt Collection.

- 10.2 Work will be allocated on a rotational basis, starting with the bidder who scored the highest total point for price and preference, to the lowest scoring bidder on each category.
- 10.3 The Department reserves the right not to establish or more of the above categories.
- 10.4 The department shall conduct market research to determine if bidders did not overquote/underquote their price offers.
- 10.5 Bidders who are perceived to have underquoted their price offers in line with the market prices may be disqualified subject to price justification.
- 10.6 Overcharged Prices shall be subjected to price negotiations, or the department may table the offer to overcharging bidders as a process to kickstart the negotiation process.
- 10.7 In case where any prospective bidder who has been allocated the category in terms of above clauses reject the award, the allocation shall be re-allocated to the remaining acceptable bidders who were evaluated on price and specific goals until the list is exhausted.

11 CONTRACT MANAGEMENT

- 11.1 Successful bidder(s) must report to contract management unit immediately when unforeseen circumstances will adversely affect the execution of the contract.
- 11.2 Full particulars of such circumstances, as well as the period of delay, must be furnished.
- 11.3 The management of the contract shall be the sole responsibility of the Supply Chain Management Unit.
- 11.4 Bidders are to take note that the Department shall endeavor to complete the process of evaluation and award in a period of 365 days, therefore their prices should consider inflationary fluctuations.

12 PRICING AND AWARDING CONDITIONS

12.1 The Department shall conduct market research to determine if the preferred bidder(s) did not under- or overquote their offer.

12.2 Overquoted rates by the preferred bidder shall be subject to negotiations or rates offered by the Department (as a process to kickstart the negotiations).

12.3 All rates charged must be inclusive of business overheads, applicable taxes, and VAT. NB: Successful bidders who are eligible for registration of VAT and are not registered for VAT at the time of bidding must register as required by law within 30 days after award.

12.4 Bidders must price all items for their chosen categories; non-applicable items must be marked '**N/A**' or '**0**'.

12.5 Where there is a discrepancy between the amounts in figures and in words, the amount in words shall prevail.

12.5.1 If schedule of rates applies and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line-item total as bided shall govern, and the unit rate will be corrected.

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

12.5.3 Consider the rejection of a bid offer if the service provider does not correct or accept the correction of their arithmetical errors in the manner described above.

12.6 PRICE ADJUSTMENTS (CONSUMER PRICE INDEX)

12.6.1 All professional fee rates shall remain fixed for the first twelve (12) months from the SLA effective date and, thereafter, be adjusted once per annum on the contract anniversary based on the **CPI** calculated as follows:

New rate x (New CPI/Old CPI)

Where:

New Rate means the adjusted price after applying the CPI adjustment;

Old Rate means the original price before the CPI adjustment'

New CPI means the current CPI value; and

Old CPI means the CPI value at the base date (e.g., the date of bid submission or contract).

12.7 DECLARATION OF COMPLIANCE TO SCC

The bidder declares to accept all the Conditions as outlined in the SPECIAL CONDITIONS OF CONTRACT as specified above by indicating with an "X" in the "ACCEPT ALL" column.	ACCEPT ALL	DO NOT ACCEPT ALL
NOTE: FAILURE TO ACCEPT ALL THE SCC AS SPECIFIED IN THE ABOVE WILL RESULT IN DISQUALIFICATION OF YOUR BID.		
Signature.....Name (in print)		
Date.....		

13 EVALUATION CRITERIA

This bid shall be evaluated in **FIVE (05) Phases** as follows:

- 1) Phase 1: Mandatory Requirements
- 2) Phase 2: Administrative Compliance
- 3) Phase 3: Evaluation on Functionality
- 4) Phase 4: Evaluation on Rate and Specific goals
- 5) Phase 5: Site Inspection

13.1 Phase 1: Mandatory Requirements

Legal Practitioners must have at least five (5) years' post admission experience and in addition must possess specialized expertise and capacity (resources) in the areas of law specified in the Scope of Work (paragraph 6 above). Legal Practitioners must indicate compliance with this requirement as follows- "Comply" with a or "Not comply" with an X:

Note: The following specific requirements must be met by the bidders, and it will be expected of bidders to supply proof or confirm their commitment where applicable.

Mandatory Requirements

13.1.1 The bidder(s) must provide a certificate of good standing not older than three (3) months, from the appropriate Legal Practice Council in respect of each attorney who will deal with the Department	Comply	Not Comply
13.1.2 The bidder(s) must furnish a valid Fidelity Fund certificate	Comply	Not Comply
13.1.3 The Legal Practitioner must have a trust account which is fully functional and operating in terms of the LPC rules. As proof, please furnish confirmation of account letter from the bank not older than one month.	Comply	Not Comply

NOTE: FAILURE TO COMPLY WITH THE MANDATORY REQUIREMENTS WILL LEAD TO DISQUALIFICATION

13.2 PHASE 2: ADMINISTRATIVE COMPLIANCE

13.2.1 The Department has prescribed minimum administrative requirements that must be met by all bidders, in order for the former to accept the bid for evaluation. In this regard administrative compliance will be carried out to determine whether the bid comply or not.

13.2.2 Where the bidder fails to comply fully with any of the administrative bidding requirements under the bid, or the Department is for any reason unable to verify whether administrative bidding requirements are fully complied with, the Department reserves the right to:

- 13.2.2.1 Reject the bid in question and not evaluate it at all.
- 13.2.2.2 Give the bidder an opportunity to submit and /or supplement the information and/or documentation provided to achieve full compliance with the administrative bidding requirements. Provided that such information/ documentation can be provided within the period that will be determined by

the Department and such supplementary information/ documentation is only administrative and not substantive in nature.

- 13.2.2.3 The evaluation team shall agree on the timeframe to be granted for bidders to furnish the information required. The maximum number of days shall not exceed 7 days.
- 13.2.2.4 Permit the bid to be evaluated, subject to the outstanding information and/or documentation being submitted prior to the award of the bid.
- 13.2.2.5 The Department may waive any minor informality or non-conformity or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice any bidder.

13.2.3 Verification of experience and other critical documentation may be done.

Bidders shall take note of the following guidelines:

- 13.2.3.1 The below administrative bidding requirements shall be complied with and required documents must be attached before consideration for evaluation. The bidder shall respond with “Comply”, “Not Comply” or “Not Applicable” in the apportioned spaces. The “Not Applicable” answer shall only be considered where the response field has the wording “If Applicable”.

NB: Bidders may be disqualified for failure to comply with the above guidelines when responding to administrative bidding requirements or failure to attach or complete and/or sign any of the designated areas of the documents mentioned above shall be disqualified. Bidders may be given an opportunity to remedy administrative errors or omissions that are not substantive in nature (which does not advance the bidder or provide an advantage to the bidder). This shall be on the discretion of the evaluation committee.

ADMINISTRATIVE BIDDING REQUIREMENTS	ADMINISTRATIVE BIDDING REQUIREMENTS	BIDDER'S RESPONSE (Comply/ Not Comply / Not Applicable)
13.2.4	Submission of the following standard bidding documents (fully completed and signed)	
13.2.5	SBD 1: Invitation to Bid,	
13.2.6	SBD 3.3: Professional Services	
13.2.7	SBD 4: Bidders disclosure NB. All entities that are under the name of the director/shareholder or member or trustees must be declared, irrespective of whether they(companies) are used for bidding or not. Including Joint Venture/ Consortium/Partnership	
13.2.8	Attachment of Central Supplier Database Registration Report (CSD). NB Bidders may attach a <u>CSD REGISTRATION REPORT</u> or provide MAAA Number	
13.2.9	In case of Consortium or Joint Venture or Sub-contractors or Partnerships (IF APPLICABLE) the following are required:	
(i)	Signed agreement between involved parties indicating the lead member (In case of Consortium or Joint Venture or partnerships) or signed agreement;	
(ii)	Every member of the Consortium or Joint Venture must be registered on the Central Supplier Database, Consortium or Joint Venture may submit consolidated <u>CSD REGISTRATION</u> or MAAA number.	
(iii)	Letter of appointment by consortium/joint venture parties for a representative to sign the bid documents;	
13.2.10	Bid declarations: The following declarations must be completed and signed (failure to accept conditions will disqualify the bid) ✓ General Conditions of the Contract (GCC) ✓ Special Conditions of Contract (SCC)	

ADMINISTRATIVE BIDDING REQUIREMENTS	ADMINISTRATIVE BIDDING REQUIREMENTS	BIDDER'S RESPONSE (Comply/ Not Comply / Not Applicable)
13.2.11	Bidders must submit proof of Legal Practitioners Indemnity Insurance Fund (LPIIF) to the value of R1,562 500.00	
13.2.12	Attachment of proof of ownership of business site. In the case of leased property, lease agreement spelling out duration of lease (start and termination dates) must be attached.	
13.2.13	The bidder(s) must submit proof of LLB/B PROC/ B IURIS.	
13.2.14	Submissions of a completed Annexure A: Portfolio of current and completed contracts	

NB: Failure to attach or complete and/or sign any of the designated arrears of the documents mentioned above may render the bid unacceptable. Each page of the bid document (general condition of contract and special condition of contract) must be initialed.

13.3 PHASE 3: FUNCTIONALITY EVALUATION Legal

Practitioners Experience

13.3.1 The experience must entail track record and experience of the Legal Practitioner in the provision of legal advisory and litigation services to clients at different levels (individuals, corporates, government departments or organs of state). Examples of proof of experience are, but not limited to contactable references, court judgments, Heads of Argument and legal opinions.

13.3.2 Bidders must complete **Annexure A: Portfolio of current and completed contracts:** (Clearly Referenced to Proof of Evidence)

Work Break-Down Structure / Project Methodology

13.3.3 Bidder(s) must provide a detailed breakdown work methodology structure, which must be inclusive of the project plan, work schedule with clear deliverables and timeframes. The break down structure must include the contingency plan (which includes payment of experts and other expenses).

Financial Capacity of the Bidder

13.3.4 The bidder is required to prove minimum value of R500 000,00 financial capacity and this shall be through the following documents:

13.3.4.1 An undertaking by a registered financial institution (bank) to provide funding/revolving credit, or overdraft facility. (Not a conditional assessment of Credit Rating or Bank Rating)

OR

13.3.4.2 An undertaking by the National Credit Regulator (NCR or FSP) registered institution to provide funding / revolving credit (Not a conditional assessment of Credit Rating)

OR

13.3.4.3 Current three (3) months bank statement averaging the minimum required value

OR

13.3.4.4 An investment account accessible within a period not exceeding 32 days of withdrawal of the investment (confirmation letter/ proof of the investment must indicate withdrawal days).

13.4 EVALUATION ON FUNCTIONALITY REQUIREMENTS

The evaluation of the bids on functionality will be conducted by the Bid Evaluation Committee in accordance with the functionality criteria and values set below:

TOTAL SCORE			100	
ACCEPTABLE MINIMUM SCORE			70	
NO	CRITERIA	WEIGHT	ELEMENT BREAKDOWN	SCORING VALUES
A	Legal Practitioner with at least 3 years post admission experience. (The bidder must be in good standing to act as a legal practitioner) (Attach a copy of admission certificate, valid certificate of good standing (not older than 03 months), valid Fidelity Fund Certificate) and CV	10	Legal Practitioner with 20 years and above	5
			Legal Practitioner with 16- 19 years	4
			Legal Practitioner with 11 - 15 years	3
			Legal Practitioner with 6 – 10 years	2
			Legal Practitioner with 3 - 5 years	1

			Legal Practitioner with less than 3 years	0
B	Proof of experience to be demonstrated. (Attach letter(s) of appointment, instructions and referral letters demonstrating work experience in the area of law)	20	5 or more appointment letters, instructions and referral letters.	5
			4 appointment letters, instructions and referral letters	4
			3 appointment letters, instructions and referral letters	3
			2 appointment letters, instructions and referral letters	2
			1 appointment letter, instructions and referral letter.	1
			No proof of experience	0
C	Judgement obtained in any of the following area of law: 1. Civil and Criminal Litigation 2. Medical Malpractice / Negligence 3. Labour Litigation and Employment Law 4. Constitutional and Administrative Law 5. Commercial and Contract Law 6. Debt Collection	30		
			Proof of 5 judgements/heads of Argument/legal opinions covering any of the different areas of specialization	5
			Proof of 4 judgements/heads of Argument/legal opinions covering any of the different areas of specialization	4
			Proof of 3 judgements/heads of Argument/legal opinions covering any of the different areas of specialization	3
			Proof of judgements/heads of Argument/legal opinions covering any of the different areas of specialization	2

	<p><i>NB: Points shall be awarded based on a single specialty i.e. (The above specialties shall be assessed individually for points allocation)</i></p>	<p>Proof of 1 judgements/heads of Argument/legal opinions covering any of the different</p>	<p>1</p>
		<p>areas of specialization No judgements/heads of Argument/legal opinions covering any of the different areas of specialization</p>	<p>0</p>
<p>D</p>	<p>Project Methodology (Break-Down Structure)</p>	<p>Project Methodology Breakdown Structure Shall be allocated points as follows:</p>	

		20	<p>Project Implementation Phase Activities</p> <ul style="list-style-type: none"> • Project scope identification of how the Legal Practitioner will execute the mandate and deal with the backlog of cases referred by the Department. • The Legal Practitioner must be able to demonstrate how a case will be handled from taking instructions until finalization of the case. • The Legal Practitioner must demonstrate a clear understanding of Alternative Dispute Resolution mechanisms. • Activities must be clear, logical and demonstrate high level of understanding of the project deliverables and time frames. • The project methodology includes a contingency plan that is clear and logical. • The bidder must be able to demonstrate how skills will be transferred to Department's officials 	5
			<ul style="list-style-type: none"> • Sound understanding of project scope of how the Legal Practitioner will execute the mandate. 	4

		<ul style="list-style-type: none"> • The Legal Practitioner must be able to demonstrate how a case will be handled from taking instructions until finalization of the case. • Activities must be clear, logical and demonstrate a good level of understanding of the project deliverables and time frames. • The contingency plan is clear and logical. • The bidder must be able to demonstrate how skills will be transferred to Department's officials 	
		<ul style="list-style-type: none"> • Reasonable understanding of project scope of how the Legal Practitioner will execute the mandate. • The bidder must be able to demonstrate how a case will be handled from taking instructions until finalization of the case • Activities are clear, logical and demonstrate an understanding of the project deliverables and time frames • The contingency plan is clear and logical. 	3
		<ul style="list-style-type: none"> • Average understanding of project scope of how the 	2

			<p>Legal Practitioner will execute the mandate.</p> <ul style="list-style-type: none"> The bidder must be able to demonstrate how a case will be handled from taking instructions until finalization of the case Activities are unclear, illogical and demonstrate below average understanding of the project deliverables and time frames 	
			<ul style="list-style-type: none"> Below average understanding of project scope of how the Legal Practitioner will execute the mandate. The bidder must be able to demonstrate how a case will be handled from taking instructions until finalization of the case 	1
			<ul style="list-style-type: none"> Lack understanding of project scope of how the Legal Practitioner will execute the mandate. 	0
E	Financial Capacity (An undertaking by financial institution to provide a Revolving Credit to the bidder. In the event a bidder is awarded contract or proof of overdraft facility in the name of Legal Practitioner or alternatively	20		
			R 2 500 001 and above	5
			R 2 000 001 to R 2 500 000	4
			R 1 500 001 to R2 000 000	3
			R 1000 001 to R 1500 000	2
			R500 001 to R 1000 000	1
R0 to R500 000	0			

	proof of the Legal Practice's capability to self-fund).			
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N.B Bidders must obtain a minimum score of 70 points to be evaluated further. Bidders who fail to obtain a minimum score of 70 points shall be disqualified.

13.5 PHASE 4: EVALUATION ON PRICE AND SPECIFIC GOALS

13.5.1 This bid shall be evaluated in terms of **90/10** preference points system.

13.5.2 To be eligible to claim for preference points, bidders must complete SBD 6.1: Preference points claim form in terms of the Preferential Procurement Regulations 2022.

13.5.3 Points shall be awarded to a bidder for attaining the preferential procurement points in accordance with the table below:

PREFERENTIAL GOALS	PREFERENTIAL POINTS
	90/10
Women	3/10
Disability	3/10
Youth	2/10
Enterprise Located in Limpopo Province	2/10

13.5.4 The Department will use the ownership of the business entity relating to the required specific goals to calculate the points

13.5.5 To be eligible to claim for preference points in terms of Preferential Procurement Policy 2022, bidders must submit or provide documentary proof.

14 PREFERENTIAL GOALS:

The following are required for the bidder to be eligible to claim preferential goals.

14.1 Youth: Bidders must submit Central Supplier Database (CSD) report or MAAA number.

14.2 Women: Bidders must submit Central Supplier Database (CSD) report or MAAA number.

14.3 People living with Disability: Submission of signed letter by a Medical Practitioner (Doctor's letter) indicating whether the disability is temporary or permanent and affidavit detailing the above will also be acceptable.

14.4 Enterprise Located in Limpopo Province: Bidders must attach proof of residence of where the enterprise is located

14.5 PHASE 5: EVALUATION ON SITE INSPECTION

Site inspection will **ONLY** be conducted at addresses given in the bid document (SBD 1) and to bidders whose bids have satisfied all requirements of the bid . Written notice of change of business address must reach the Departmental Supply Chain Management Office. Inspection shall be conducted as per table below :

NO	CONFIRMATION OF AVAILITY OF RESOURCE	COMPLY	NOT COMPLY
1.	A Secretary or other administrative support		
2.	Computer with Ms Office 365 , including MS TEAM		
3.	Internet		
4.	Email		
5.	Scanner		
6.	Adequate access to research tools		
7.	Printer		
8.	Scanner		
9.	Photocopier		
10.	Telephone		
11.	IT security system to protect private and confidential information while processing information (Including malicious software protection, firewalls and encryption)		
12.	Local Office: Must be within the service area (within 15km of the Office of the Registrar of the High Court of South Africa, Limpopo Division)		

N.B: The Department has the discretion to appoint any number of Legal Practitioners to be listed on the panel to provide legal advisory and litigation services.

15 BINDING RATES & ADDITIONAL SERVICES.

- 15.1** The tendered Rate Schedule constitutes the binding ceiling rates for Year 1 (CPI adjustments thereafter per 11.6) of the contract. The Department will remunerate only for services expressly instructed in writing and delivered per the SLA.
- 15.2** Additional work means services not expressly listed in the Terms of Reference or increases in quantities beyond planned activities. No additional work may commence without a prior written instruction issued by the Department quoting. The Department is not liable for work done without such instruction.
- 15.3** Pricing of additional work will be as follows, in order: (i) if a matching item exists in the Rate Schedule, apply that unit rate; (ii) if no match, apply the closest unit rate (same role/complexity); (iii) if no similar item exists, the rate will be mutually agreed in writing prior to commencement, with reference to comparable panel rates and applicable benchmark tariffs, and shall not exceed the highest comparable panel rate for the same role/activity. All rates are exclusive of VAT; VAT will be added at the prevailing rate.
- 15.4** Disbursements (experts, sheriffs, transcripts) are reimbursed at cost with receipts, no mark-up, and prior written approval. Counsel is briefed in consultation with the Department at approved SC/JC day/hour rates.

16 RATES SCHEDULE / BILL OF QUANTITIES / SUMMARY OF TOTAL OFFERED FEES

Bidders that fail to conform to the conditions set out under this rate structure and schedule shall be disqualified.

NO	Description	Hourly Rate	POST ADMISSION EXPERIENCE				
			More than 20 years	16 – 20 years	11 – 15 years	6 – 10 years	3 - 5 years
1	Legal Practitioner	P/hour					
2	Candidate Legal Practitioner	P/hour	N/A	N/A	N/A	N/A	
2	Senior Counsel	P/hour					
3	Senior Counsel	Day fee					
4	Junior Counsel	P/hour					
5	Junior Counsel	Day Fee					
6	Perusal of documents (number of pages)	P/page					
7	Drafting of pleadings, affidavits and reports (time spent including research)	P/hour					
8	Drafting of letters and formal notices (number of pages)	P/page					
9	Time spent Traveling	P/hour					

10	Email correspondence	P/email					
11	Photocopies per page	P/page					
12	Travelling costs – use of own car per KM (maximum 2L engine capacity) AA Rates	KM					
13	Accommodation subject to travelling distance and approval	P/night					
14	Cell/Phone Call costs	P/minute					
	TOTAL PRICE						
	VAT @ 15 %						
	GRAND TOTAL PRICE (Including VAT)						

NB: -The grand total must be carried /forwarded to the Form of Offer.

- Any additional service/s and work must be approved prior by the accounting Officer

17 BRIEFING SESSION

17.1 There will be **no** briefing session for this bid.

18 ENQUIRIES

Physical Address:	Technical Enquiries	Bidding Process
18 College Drive Polokwane 0699	Ms. Seabi K 060 642 8284 Kholofelo.Seabi@dhsd.limpopo.gov.za	Ms. Motene NM (063) 692 9368 (015) 293 6350 Ntlama.Maphahlele@dhsd.limpopo.gov.za
	Ms. Maake M 078 663 0525 Molebogeng.Maake@dhsd.limpopo.gov.za	Mr.Sekome T (015) 293 6581 / (076) 925 4791 Taelo.Sekome@dhsd.limpopo.gov.za

10. ANNEXURE A: PORTFOLIO OF CURRENT AND COMPLETED CONTRACTS

The Bidder/s must furnish a list of the following particulars of relevant experience in the provision of legal services . The bidder must in addition, attach proof of references (Contactable References and Evidence e.g. Contracts, Purchase Orders, Disbursement reports/ Payment Advise must be provided). Failure to furnish the particulars of such information in this Annexure in full shall invalidate the bid.

10.1	Project Name		Contract Commencement Date (indicate start date in full)	Day	Month	Year
	Name of Institution/ Client		Contract End Date (indicate end date in full)	Day	Month	Year
	Description/ Nature of services provided (Legal Practitioner's)		Contract Amount (R)			
	Client Reference / Client Contact person (Name)					
	Client Contact Tel. No.		Place (town)			
10.2	Project Name		Contract Commencement Date (indicate start date in full)	Day	Month	Year
	Name of Institution/ Client		Contract End Date (indicate end date in full)	Day	Month	Year
	Description/ Nature of services provided (Legal Practitioner's)		Contract Amount (R)			
	Client Reference / Client Contact person (Name)					
	Client Contact Tel. No.		Place (town)			

10.3	Project Name		Contract Commencement Date (indicate start date in full)	Day	Month	Year
	Name of Institution/ Client		Contract End Date (indicate end date in full)	Day	Month	Year
	Description/ Nature of services provided (Legal Practitioner's)		Contract Amount (R)			
Client Reference / Client Contact person (Name)						
Client Contact Tel. No.		Place (town)				
10.4	Project Name		Contract Commencement Date (indicate start date in full)	Day	Month	Year
	Name of Institution/ Client		Contract End Date (indicate end date in full)	Day	Month	Year
	Description/ Nature of services provided (Legal Practitioner's)		Contract Amount (R)			
Client Reference / Client Contact person (Name)						
Client Contact Tel. No.		Place (town)				