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DESCRIPTION: KZNL10/2025 APPOINTMENT OF PANEL OF FIVE LEGAL SERVICE PROVIDERS FOR LITIGATION MATTERS FOR THREE (3) YEARS

Date 23 February 2026

BID NUMBER: KZNL 10/2025

Company Registration No. _____

Type of Bidder (Tick One Box)	
One-person Business/Sole Trader	
Close Corporation	
(Pty) Ltd	
Private Company	
Partnership	
Consortium/Joint Venture	
Co-operative	

RETURN OF PROPOSAL

Proposal must be deposited in the Bid Box situated at Ground Floor,
KZN Legislature, 244 Langalibalele Street
PIETERMARITZBURG 3201

**KWA-ZULU-NATAL LEGISLATURE
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**PART A
INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE KWAZULU-NATAL LEGISLATURE

BID NUMBER:	KZNL 10/2025	CLOSING DATE:	24 MARCH 2026	CLOSING TIME:	11:00
DESCRIPTION	APPOINTMENT OF PANEL OF LEGAL SERVICE PROVIDERS FOR LITIGATION MATTERS FOR A PERIOD OF THREE (3) YEARS				

Bid response documents must be deposited in the Bid Box situated on the Ground Floor, KwaZulu-Natal Legislature, 244 Langalibalele Street Pietermaritzburg 3201

THE BID BOX IS AVAILABLE ON THE FOLLOWING DAYS AND TIME: MONDAY TO FRIDAY (EXCLUDING PUBLIC HOLIDAYS) 08:00 TO 16:00

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO		TECHNICAL ENQUIRIES MAY BE DIRECTED TO:	
CONTACT PERSON	MR. N NGCAMU	CONTACT PERSON	NISHAN SUKRAJ
TELEPHONE NUMBER	033 355 7548	TELEPHONE NUMBER	083 627 8070
FACSIMILE NUMBER		FACSIMILE NUMBER	
E-MAIL ADDRESS	ngcamun@kznleg.gov.za	E-MAIL ADDRESS	sukraj@kznlegislature.gov.za

SUPPLIER INFORMATION

NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
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]		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]	

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, 2022, 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:

CAPACITY UNDER WHICH THIS BID IS SIGNED:
(Proof of authority must be submitted e.g. company resolution)

DATE:

TOTAL BID PRICE: R.....

SECTION B
SPECIAL INSTRUCTIONS AND NOTICES TO BIDDERS REGARDING THE COMPLETION OF BIDDING FORMS

PLEASE NOTE THAT THIS BID IS SUBJECT TO THE SUPPLY CHAIN MANAGEMENT REGULATIONS ISSUED IN TERMS OF THE FINANCIAL MANAGEMENT OF PARLIAMENT ACT, 2009 (ACT NO. 10 OF 2009), THE KWAZULU-NATAL SUPPLY CHAIN MANAGEMENT POLICY FRAMEWORK.

1. Unless inconsistent with or expressly indicated otherwise by the context, the singular shall include the plural and visa versa and with words importing the masculine gender shall include the feminine and the neuter.
2. Under no circumstances may the bid forms be retyped or redrafted.
3. Photocopies of the original bid documentation may be used, but an original signature must appear on such photocopies.
4. The bidder is advised to check the number of pages and to satisfy himself that none are missing or duplicated.
5. Bids submitted must be complete in all respects. (All sections must be completed).
6. Bids shall be lodged at the address indicated not later than the closing time specified for their receipt, and in accordance with the directives in the bid documents.
7. Each bid shall be addressed in accordance with the directives in the bid documents and shall be lodged in a separate sealed envelope, with the name and address of the bidder, the bid number and closing date indicated on the envelope. The envelope shall not contain documents relating to any bid other than that shown on the envelope. If this provision is not complied with, such bids may be rejected as being invalid.
8. All bids received in sealed envelopes with the relevant bid numbers on the envelopes are kept unopened in safe custody until the closing time of the bids. Where, however, a bid is received open, it shall be sealed. If it is received without a bid number on the envelope, it shall be opened, the bid number ascertained, the envelope sealed and the bid number written on the envelope.
9. A specific box is provided for the receipt of bids, and no bid found in any other box or elsewhere subsequent to the closing date and time of bid will be considered.
10. No bid sent through the post will be considered if it is received after the closing date and time stipulated in the bid documentation, and proof of posting will not be accepted as proof of delivery.
11. No bid submitted by telefax, telegraphic or other electronic means will be considered.
12. Bidding documents must not be included in packages containing samples. Such bids may be rejected as being invalid.
13. Any alteration made by the bidder must be initialed.
14. Use of pencil and correcting fluid is prohibited.
15. Bids will be opened in public as soon as practicable after the closing time of bid.
16. Where practical, prices are made public at the time of opening bids.
17. If it is desired to make more than one offer against any individual item, such offers should be given on a photocopy of the page in question. Clear indication thereof must be stated on the schedules attached.
18. All consortia/joint ventures must submit individual company valid tax clearance certificate with pin. (Where required, individual company profiles must be included).
19. If a **compulsory briefing session/site inspection** is held, the bid document must be stamped and signed at the session. Failure to comply will render the bid disqualified at the time of closure of the bid.
20. The Legislature is not bound to accept any of the proposals submitted and reserves the right to cancel the bid at any time and to call for the best and final offers from shortlisted bidders before final selection.
21. The Legislature reserves the right to call for presentations/interviews with shortlisted bidders before final selection.
22. The Legislature reserves the right to appoint more than one service provider.
23. Prices will be deemed as firm for the first year and subject to statutory price increases. (**Note:** Any price escalation will be subjected to approval by the Legislature and will only be affected after the first completed year)
24. All bidders must attach all required annexures.
25. Bidding documents must be completed in accordance to the conditions and bidding rules contained therein.
26. The lowest or any proposal will not necessarily be accepted and the KZN Legislature reserves the right not to consider any proposal, not suitably endorsed or comprehensively completed, as well as the right to accept a proposal in whole or in part.
27. In the event the business is a going concern, it is the obligation of the company to submit proof of such a transaction
28. Registration on National Treasury's Central supplier Database (CSD) is compulsory. For more information on how to register go to www.csd.gov.za . Failure to submit a CSD supplier registration report will result in the disqualification of proposals.
29. If a company is a going concern, the bidder must provide sufficient information and proof of staff complement and infrastructure transfer from the old entity to the new.
30. Bidder must initial each and every page of the bid document.

31. **Compulsory briefing**

BID NUMBER:	KZNL 10/2025	COMPULSORY BRIEFING SESSION	09 MARCH 2026 AT 13:00	CLOSING DATE:	24 MARCH 2026	CLOSING TIME:	11:00
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CONTRACT PERIOD: **36 Months**

VALIDITY PERIOD: **120 DAYS**

Tender Briefing session will be held on 02 March 2026 at 13h00 via Microsoft teams . Interested bidders are requested to forward their email addresses and name of the company to tenders@kznleg.gov.za before or on the 06 March 2026 at 16h30.

SECTION B REGISTRATION ON THE CENTRAL SUPPLIERS DATABASE

1. In terms of the National Treasury Instruction Note, all suppliers of goods and services to the State are required to register on the Central Suppliers Database.
2. Prospective suppliers should self-register on the CSD website www.csd.gov.za
3. If a business is registered on the Database and it is found subsequently that false or incorrect information has been supplied, then the Department may, without prejudice to any other legal rights or remedies it may have;
 - 3.1 cancel a bid or a contract awarded to such supplier, and the supplier would become liable for any damages if a less favourable bid is accepted or less favourable arrangements are made.
4. **The same principles as set out in paragraph 3 above are applicable should the supplier fail to request updating of its information on the Central Suppliers Database, relating to changed particulars or circumstances.**
5. IF THE SUPPLIER IS NOT REGISTERED AT THE CLOSING TIME OF BID, THE SUPPLIER WILL BE DISQUALIFIED AT THE BID EVALUATION PROCESS.

SECTION C
DECLARATION THAT INFORMATION ON CENTRAL SUPPLIER DATABASE IS
CORRECT AND UP TO DATE
(To be completed by bidder)

THIS IS TO CERTIFY THAT I (name of bidder/authorized representative)
....., WHO REPRESENTS (state name of bidder)
..... CSD Registration Number **MAAA**.....

AM AWARE OF THE CONTENTS OF THE CENTRAL SUPPLIER DATABASE WITH RESPECT TO THE BIDDER'S
DETAILS AND REGISTRATION INFORMATION, AND THAT THE SAID INFORMATION IS CORRECT AND UP TO DATE
AS ON THE DATE OF SUBMITTING THIS BID.

AND I AM AWARE THAT INCORRECT OR OUTDATED INFORMATION MAY BE A CAUSE FOR DISQUALIFICATION
OF THIS BID FROM THE BIDDING PROCESS, AND/OR POSSIBLE CANCELLATION OF THE CONTRACT THAT MAY
BE AWARDED ON THE BASIS OF THIS BID.

.....
SIGNATURE OF BIDDER OR AUTHORISED REPRESENTATIVE

DATE:

SECTION D OFFICIAL BRIEFING SESSION/SITE INSPECTION CERTIFICATE

N. B.: THIS FORM IS ONLY TO BE COMPLETED WHEN APPLICABLE TO THE BID.

Site/Building/Institution Involved: KwaZulu-Natal Legislature

Bid Number: **KZNL 10/2025**

Goods/Service/Work: **APPOINTMENT OF PANEL OF LEGAL SERVICE PROVIDERS FOR LITIGATION MATTERS FOR A PERIOD OF THREE (3) YEARS**

This is to certify that (bidder's representative name) _____

On behalf of (company name) _____

Visited and inspected the site / attended the briefing session on **09 March 2026** and is therefore familiar with the circumstances and the scope of the service to be rendered.

Signature of Bidder or Authorized Representative
(PRINT NAME)

DATE: ___/___/_____

Name of Departmental or Public Entity Representative
(PRINT NAME)

Departmental Stamp with Signature

**SECTION E
PRICING SCHEDULE – FIRM PRICES
(PURCHASES)**

NOTE: ONLY FIRM PRICES WILL BE ACCEPTED. NON-FIRM PRICES (INCLUDING PRICES SUBJECT TO RATES OF EXCHANGE VARIATIONS) WILL NOT BE CONSIDERED

IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT

Name of bidder.....	Bid number.....
Closing Time 11:00	Closing date.....

OFFER TO BE VALID FOR 120 DAYS FROM THE CLOSING DATE OF BID.

ITEM NO.	DESCRIPTION	Price
1	Year 1	
2	Year 2	
3	Year 3	
	SUB-TOTAL	
	VAT AT 15%	
	GRAND TOTAL (BID PRICE IN RSA CURRENCY WITH ALL APPLICABLE TAXES INCLUDED)	

- Required by: KwaZulu-Natal Legislature
 - At: KwaZulu-Natal

SECTION F
BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

YES/NO

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.
- 3.5 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.
- 3.6 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.
- 3.7 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

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

SECTION G

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

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

(delete whichever is not applicable for this tender).

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

1.3 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	80
SPECIFIC GOALS	20
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
$Ps = 80 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)$	or	$Ps = 90 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

80/20	or	90/10
$Ps = 80 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)$	or	$Ps = 90 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

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

Table 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 (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)	Supporting Documents
25% black owned	08 points		ID of the directors of the companies with CK Document of the company, BBBEE certificate.
5% Women-owned	10 points		ID of the directors of the companies with CK Document of the company, BBBEE certificate.
Company parameters must be within, the KZN Province	2 points		Proof of residence (lease, CSD report, water bill of the company, letter from the councilor etc.)

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

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

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

SECTION H AUTHORITY TO SIGN A BID

The bidder must indicate the enterprise status by ticking the appropriate box hereunder.

(I) CLOSE CORPORATI ON	(II) COMPANIES	(III) SOLE PROPRIETO R	(IV) PARTNERS HIP	(V) CO- OPERATIVE	(VI) JOINT VENTURE / CONSORTIUM	
					Incorporated	
					Unincorporated	

I/We, the undersigned, being the Member(s) of Cooperative/ Sole Owner (Sole Proprietor)/ Close Corporation/ Partners (Partnership)/ Company (Representative) or Lead Partner (Joint Venture / Consortium), in the enterprise trading as:

.....

hereby authorise Mr/Mrs/Ms

acting in the capacity of

whose signature is

to sign all documents in connection with this bid and any contract resulting therefrom on behalf of the enterprise.

NAME	ADDRESS	SIGNATURE	DATE

(If the space provided is not enough, a separate list should be attached)

Note:

Members of the enterprise must complete this form in full according to the type of enterprise, authorising the signatory to sign all documents in connection with this bid and any contract resulting therefrom on behalf of the enterprise.

Note: In a case of a Sole proprietor, a director may appoint himself/herself if they will be the one signing all documents in connection with this bid and any contract resulting therefrom on behalf of the enterprise.

**SECTION I
SPECIAL CONDITIONS OF THE CONTRACT
PART A - REQUIREMENTS FOR ALL KZN LEGISLATURE BIDS**

1. ACCEPTANCE OF BID

- 1.1 The KwaZulu-Natal Legislature (KZN Legislature) is under no obligation to accept the lowest or any bid.
1.2 The financial standing of bidders and their ability to manufacture or to supply goods or render services may be examined before their bids are considered for acceptance.

2. RESERVATION OF RIGHTS

The KZN Legislature reserves the right to-

- a) invite bidders to make presentations regarding any aspect(s) of the bid before final selection;
- b) appoint more than one service provider;
- c) call for the best and final offers from shortlisted bidders before final selection;
- d) verify information and documentation of any bidder;
- e) carry out site inspections, product evaluations or explanatory meetings to verify the nature and quality of the services offered by the bidder(s), whether before or after adjudication of the Bid;
- f) enter into price negotiations with the preferred bidder;
- g) not to consider any proposal not suitably endorsed or comprehensively completed as well as the right to accept a proposal in whole or in part;
- h) cancel and/ or terminate the tender process at any stage, including after the Closing Date and/or after presentations have been made, and/or after tenders have been evaluated and /or after the preferred bidder(s) have been notified of their status as such.

3. BID PRICING

All bid prices should remain firm for the contract duration. It is the responsibility of the Bidder to consider all costs and all possible escalations when compiling bid prices. Once the bid is awarded, no request for contract price escalation will be considered except for contract price escalations as a result of statutory increases (e.g., increases in VAT or the minimum wage applicable to the bidder or the services.)

4. VAT

- 4.1. Bid prices must be inclusive of VAT.
4.2. A bidder must submit a tax invoice in respect of payments in terms of the contract. The tax invoice shall be in the currency of the Republic of South Africa and shall contain the following particulars:
- (a) The name, address and registration number of the supplier;
 - (b) the name and address of the recipient;
 - (c) an individual serialized number and the date upon which the tax invoice is issued;
 - (d) a description of the goods or services supplied;
 - (e) the quantity or volume of the goods or services supplied;
 - (f) either –
 - (i) the value of the supply, the amount of tax charged and the consideration for the supply; or
 - (ii) where the amount of tax charged is calculated by applying the tax fraction to the consideration, the consideration for the supply and either the amount of the tax charged or a statement that it includes a charge in respect of the tax and the rate at which the tax was charged.

5. CHANGE OF ADDRESS

Bidders must advise the KwaZulu-Natal Legislature should their address (domicilium citandi et executandi) details change from the date of bidding.

6. COMMUNICATION

All correspondence about this bid must be addressed to:

THE HEAD OF SUPPLY CHAIN MANAGEMENT
KZN LEGISLATURE
244 LANGALIBALELE STREET
PIETERMARITZBURG
3201

7. COMPLETION OF SPECIFICATION

Where specifications are designed in such a way that responses would be required from bidders by the completion of schedules or forms, these schedules or forms must be completed and submitted as part of the bid document.

8. COMPLETENESS OF BID

Bids will only be considered if completed correctly and accompanied by all relevant certificates and any other necessary applicable information.

9. OTHER CONDITIONS OF BID

- 9.1. The successful bidder must be in a position to assume duty on the date stipulated in the letter of award to the bidder.
- 9.2. No bid received by telegram, telex, facsimile or email will be considered.
- 9.3. The bidder's response to the bid shall be made strictly according to the bid specification. No alternative offers will be considered.
- 9.4. Bidders must provide the following particulars about themselves as part of the bid, on their company letterhead:
- (a) Details of their Headquarters
 - (b) Details of their Regional Office, if any
- (c) Name, address and telephone number of their bankers together with their bank account number.
- (d) The names, identity numbers and street addresses of all partners, in cases where the bidder is a partnership.
- 9.5. In cases where a bidder enters business for the very first time, the following particulars shall be provided:
- (a) By whom, or with whose assistance was the business plan drafted?
 - (b) By whom, or with whose assistance were the bid prices calculated?
 - (c) Whose advice is relied on?
 - (d) Who will provide financial support?

a. The successful Bidder must–

- a) comply with all specifications and standards outlined in the specifications;
- b) comply with all legislation, South African National Standards (SANS) and best industry practices applicable to the successful Bidder and the rendering of the services or the supply of the goods;
- c) use and adopt reasonable professional techniques and standards in providing
- d) the services;
- e) monitor project implementation against set targets, costs and time frames;
- f) provide the services with all due care, skill and diligence;
- g) ensure continuity of services to the KZN Legislature;
- h) ensure that key personnel, its employees or engagement partners observe confidentiality and do not use any information obtained pursuant to this contract for any reason other than for the proper discharge of the bidder's obligations under this contract. The bidder must have systems in place to monitor compliance in this regard;
- i) where appropriate, appoint a project manager, who must, in addition to managing the project, **serve as** a single point of contact between the KZN Legislature and the successful bidder;
- j) ensure that its employees involved in the execution of the contract are suitably qualified, properly skilled, experienced, trained, and competent to render the services. The KZN Legislature may interview any person appointed by the successful Bidder to execute the contract to test their understanding of the key deliverables in terms of the contract;
- k) ensure that it has all the resources necessary to fulfil its obligations in terms of the contract and will not be entitled to any resources from the KZN Legislature to assist it in fulfilling its obligations;
- l) upon notice by the KZN Legislature, revise or amend any report that the KZN Legislature is not satisfied with, within a time period specified by the KZN Legislature in that notice; and

- m) immediately upon receipt of a notice from the KZN Legislature, promptly re-execute any portion of the services or replace any goods that are found to be in non-conformity with the contract. The successful Bidder is liable to the KZN Legislature for any other cost, damages or losses incurred or suffered by the KZN Legislature as a result of such non-conformity.

10. PAYMENT CONDITIONS

- a) The Service Provider must submit an invoice for any payment to be made. Subject to paragraph 10.2, the Office will pay the Service Provider, within thirty days of the Service Provider submitting an invoice for payment.
- b) Payment is subject to the satisfactory discharge of all obligations of the Service Provider and delivery of the goods or services to the KZN Legislature in terms of the contract. The KZN Legislature will not make payment to the Service Provider in the event the Service Provider fails to satisfactorily perform any of its obligations in terms of the contract.
- c) Payments will be made by an electronic transfer, into the Service Provider's Bank Account as appearing on the verified CSD report and invoice of that Service Provider;
- d) No interest shall be payable in the event of a dispute nor accrue on any payments due during a period of dispute;
- e) The KZN Legislature may withhold, deduct or set off from any monies due and owing to the Service Provider either in terms of this contract or any other contract that the Service Provider may have with the KZN Legislature, an amount equal to the amount of any outstanding claims that the KZN Legislature may have against the Service Provider for damages, costs or any other indebtedness arising out of this contract: Provided that the KZN Legislature will provide the Service Provider with written notice of its intention to offset, supported by reasonable detail of the actual damages, costs or indebtedness incurred by the KZN Legislature. A certificate of indebtedness signed by the Chief Financial Officer of the KZN Legislature, reflecting the amount due and payable shall be sufficient and conclusive proof of the contents and correctness thereof for the purposes of with-holding, deduction or set off by the KZN Legislature or payment by the Service Provider or for provisional sentence, summary judgement or any other proceedings against the Service Provider in a court of law and shall be valid as a liquid document for such purposes.
- f) In the event that the KZN Legislature institutes legal action against the Service Provider for any matter in connection with the contract, the Service Provider will be liable to pay the KZN Legislature's legal fees on an Attorney and own client scale.

11. LIABILITY

The Service provider is responsible and liable for-

- a. the conduct, acts and omissions of its employees and the service provider's agents or representatives. The service provider indemnifies the KZN Legislature against any claims whatsoever arising from its conduct and or the conduct of its employees, representatives or agents; and
- b. injury to any person, loss or damage suffered by the KZN Legislature, which is occasioned by any unauthorized act, omission, negligence, breach of this contract or breach of any legislation or statutory duty by the service provider or the service provider's employees, agents or representatives. Under such circumstances, the service provider must, at its own expense, make good the loss or damage on demand and on the terms of the KZN Legislature.

12. WARRANTIES AND REPRESENTATIONS

The Service Provider warrants that-

- a) the Service Provider has the capacity and resources to render the services as specified;
- b) on delivery of the goods or services, the goods or the services will be suitable for the purpose stipulated in this contract;
- c) the goods or services will comply with these specifications. Any unilateral departure by the Service Provider from such specifications or standards is a breach of the contract;
- d) no fact or circumstances exist that may materially affect its capacity to perform its obligations under this contract;
- e) it is the owner of, or has a good title to all goods or services delivered in terms of this contract; and
- f) it shall at all times have, and comply with, all legal requirements and with the terms and conditions of all necessary licenses, certificates, authorisations and consents required under the laws of the Republic of South Africa.

13. TERMINATION OF CONTRACT

13.1. The KZN Legislature reserves the right to disregard a bid or cancel the contract with the service provider if the KZN Legislature has reason to believe that the Bidder or service provider-:

- a. has failed to comply with any legal or policy requirement in order to enter into a valid contract with the KZN Legislature;

- b. has acted in a fraudulent manner or in bad faith in obtaining this contract;
- c. after notification that the bid has been conditionally accepted, either fails, refuses, neglects or causes undue delays when called upon to sign the contract and service level agreement prepared by the KZN Legislature;
- d. has entered into any arrangement or agreement with any other natural or corporate person, whether legally binding or not, to bid at an agreed price.
- e. breaches any applicable South African National Standards (SANS), legislation or policy; or
- f. failed to fulfil its contractual obligations in terms of the contract.

13.2. The KZN Legislature may immediately terminate the contract without any notice to the service provider if any of the following circumstances occur or exist:

If the service provider –

- a. commits an act of professional misconduct or professional or technical incompetence, which is substantial and serious;
- b. commits or participates in any unlawful, dishonest or unethical act in the performance of its obligations under this contract; or
- c. repeatedly breaches the contract (two or more times) during the contract period.

14. UNSATISFACTORY PERFORMANCE

14.1. Unsatisfactory performance occurs when performance is not in accordance with the contract conditions.

14.2. Subject to the KZN Legislature's right to terminate the contract with or without notice, the KZN Legislature shall warn the service provider by way of a written breach notice that action will be taken in accordance with the contract conditions unless the service provider complies with the contract conditions and delivers satisfactory supplies or services within the time specified in the notice. If the unsatisfactory performance persists, despite the said breach notice, the KZN Legislature will act in accordance with the breach and termination provisions applicable to the Bid, which may include termination of the contract or enforcement of the contract and a claim for damages that was suffered as a result of the non-performance of the Service Provider.

15. JOINT VENTURES

15.1. Should this bid be submitted by a joint venture; a certified copy of the joint venture agreement must accompany the bid document before the closing date and time of the bid. The joint venture agreement must clearly specify the percentage of the contract to be undertaken by each company participating therein.

15.2. Failure to submit the joint venture Agreement and required supporting documents as per this bid's special instructions will result in preference points not being allocated to all companies participating in the joint venture.

16. EXECUTION CAPACITY

The bidder will be required to provide an efficient and effective service. Therefore, the bidder is required to submit proof that he/she has the required capacity to execute the contract tendered successfully. The bidder must therefore supply references or state his/her experience as a company to undertake the contract. References of past experience of owners/employees of new entities must accompany the bid document.

17. DETAILS OF CURRENT CONTRACTS HELD BY THE BIDDER

The bidder must furnish the following details of all current contracts, if any:

- (i) Date of commencement of contract/s;
- (ii) Expiry date/s;
- (iii) Value per contract; and
- (iv) Contract details. That is, with whom held, phone number and address/s of the company.

18. TAX OBLIGATIONS

18.1. Bidders must be tax compliant when submitting bids to the KZN Legislature and must remain compliant with all applicable tax legislation for the entire contract term. It is a condition of this bid that the tax matters of the successful bidder(s) be in order, or that satisfactory arrangements have been made with the South African Revenue Service (SARS) to meet the bidder's tax obligations.

18.2. The Bidder's Tax Clearance Certificate and Pin must be submitted with the bid before the closing date and time of the bid.

18.3. Each party to a Joint Venture/Consortium must submit a valid Tax Clearance Certificate and Pin together with the bid at the closing date and time of the bid.

- 18.4. It is an offence to deregister for VAT purposes after an award has been made by the Legislature, and in the event that the Legislature establishes that a supplier or service provider has deregistered after an award has been made, and continues to claim VAT, the Legislature may summarily cancel the contract and prohibit the offender from doing any further business with the Legislature in accordance with the KZN Legislature SCM Policy.

19. REGISTRATION WITH STATUTORY BODIES

Bidders must ensure that their employees are registered for both the Compensation Fund and Unemployment Insurance Fund (UIF), where applicable and must ensure that they abide by all relevant and applicable legislation/s and all applicable regulations pertaining to the required services.

20. EQUAL BIDS

- 20.1 If two or more tenderers score an equal total number of points, the contract must be awarded to the tenderer that scored the highest points for specific goals.
20.2 If two or more tenderers score equal total points in all respects, the award must be decided by the drawing of lots.

21. LATE BIDS

- 21.1. Bids are late if they are received at the address indicated in the bid documents after the closing date and time.
21.2 A late bid shall not be considered and, where practicable, shall be returned unopened to the bidder. No late bids are accepted.

22. NOTIFICATION OF ADJUDICATION OF BIDDER AND ADVERTISING OF RESULTS

- 22.1. Notification of the Adjudication of a bid shall be in writing by a duly authorized official of the KZN Legislature.
22.2. Bid results will be advertised on the same media platforms used for the advertisement of the tender invitation.

23. AWARD GRIEVANCES

Bidders aggrieved by the outcome of the bid award by the KZN Legislature may appeal to the Accounting Officer in the manner prescribed by the Supply Chain Management Policy of the KZN Legislature.

24. VALIDITY PERIOD AND EXTENSION THEREOF

The validity (binding) period for the bid will be 120 days from the close of the bid. However, circumstances may arise whereby the KZN Legislature may request bidders to extend the validity (binding) period. Should this occur, the KZN Legislature will request bidders to extend the validity (binding) period under the same terms and conditions as originally tendered for by bidders. This request will be made before the expiry of the original validity (binding) period.

25. SECURITY VETTING:

Security vetting will be carried out by the KZN Legislature on all personnel involved in the contract.

26. BID ACCEPTANCE AND CONTRACT

The preferred bid will be accepted subject to the condition that the preferred bidder signs a contract and service level agreement with the KZN Legislature within a specified time frame. This bid, together with its terms, conditions and specifications, the bid response (excluding any counter conditions of the bidder), and the GCC will form part of the contract between the KZN Legislature and the successful bidder.

27. CESSION AND ASSIGNMENT

The bidder shall not, after the bid has been awarded, assign nor cede the contract or agreement or any part thereof or any interest therein to any other party without the prior written consent of the Accounting Officer of the Legislature.

28. AMENDMENT OF CONTRACT

Any amendment to the contract between the parties must always be done in writing and shall be signed by both parties, subject to legal vetting by the Legal Services of the KZN Legislature of any amendment to the contract before it is signed.

29. EXTENSION OF CONTRACT

29.1. It is the normal policy that contracts are not extended. However, circumstances may arise whereby an extension of the contract may be considered and the KZN Legislature reserves the right to approach existing service provider(s) to extend the contract for such period agreed to, subject to clause 29.2.

29.2. A contract may only be extended for a period determined by the Accounting Officer from time to time, however, such period may not exceed the initial contract period.

30. IRREGULARITIES AND CONFLICTS OF INTEREST

Bidders are encouraged to advise the KZN Legislature timeously of any possible irregularities which might come to their notice in connection with this or other contracts. Bidders must not have or undertake duties or interests that create or might reasonably be anticipated to create an actual or perceived conflict with its duties and interests in executing the contract. Bidders must identify any potential conflicts and bring them to the attention of the KZN Legislature.

PART B - SPECIAL REQUIREMENTS OF THIS BID

1. CONTRACT PERIOD

The contract period: 36 Months

2. REFERENCES

A list of references must accompany this bid. Particulars shall be submitted regarding similar agreements completed successfully or of projects in which the bidder is currently engaged (Refer to Evaluation Criteria).

3. ALLOCATION OF WORK

In the event a panelist is allocated work and hours are depleted before a case is finalized , that panelist would be granted an extension until the case is finalized.

ANNEXURE A

BID SPECIFICATION

OR

TERMS OF REFERENCE:

**PROVISION OF LEGAL SERVICES FOR THE KZN
LEGISLATURE FOR A PERIOD OF THREE (3) YEARS**

KZNL 10/2025

SPECIFICATION FOR PROVISION OF LEGAL SERVICES FOR THE KZN LEGISLATURE FOR A PERIOD OF THREE (3) YEARS

1. INTRODUCTION AND BACKGROUND

The KwaZulu-Natal Provincial Legislature (KZNL) is a provincial arm of the Republic of South Africa. Its roles and responsibilities are defined and spelt out in Chapter 6 of the Constitution. The Legislature delivers on KZN citizenry mandate to be both its custodian of democracy as well as its oversight agent, ensuring that the government delivers on its political promises made during the electoral process. In line with its legislative mandate, its objectives are to deepen democracy and activism in KwaZulu- Natal, through robust oversight, effective public participation and efficient law-making.

2. OBJECTIVES

The KwaZulu-Natal Legislature (Legislature) intends to appoint a panel of service provider that will render legal services to the KZN Legislature based at 244 Langalibalele Street (the Albertina Sisulu Administration Building) Pietermaritzburg. Consequently, the Legislature requires the services of competent and qualified service providers to render legal services on an “as and when required basis” over a period of three years.

The Kwazulu-Natal Legislature (KZNL) hereby invites proposals for the creation of a panel of Legal Service providers that will operate on an “as and when required basis”.. Outsourced resources are required to assist with providing legal advice and support services to the Office of the Speaker, the Office of the Secretary, all office bearers, all committees of the Legislature (including management, portfolio and standing committees) and other units within the Legislature; and to render legislative drafting services over three years.

The main aim of the Legislature's Legal Services division is to support and enable the Legislature and its components to comply with their constitutional and other legal obligations, more particularly to maintain oversight of the exercise of provincial executive authority and provincial organs of state, to hold provincial executive organs of state accountable to it and to exercise its legislative authority (law-making).

3. SCOPE OF WORK

The required legal services have been categorised into seven (7) categories as reflected below. The bidder must indicate, in the table below, with a tick (✓) the categories for which it is bidding:

	SERVICE CATEGORIES (SC)	SCOPE OF WORK	SKILLS REQUIRED	PLEASE TICK (✓)
1	<p>Labour and Employment Law</p>	<p>- Labour-related matters including CCMA and labour court matters – handling the matter from start to end which will include</p> <ul style="list-style-type: none"> o Verbal and/or written advice on prospects of success and risks o Drafting of all necessary legal documentation o Appearing on behalf of the Legislature o Arguing the matter on behalf of the legislature <ul style="list-style-type: none"> • Provide legal opinions on labour, employment benefits and employment law-related matters. • Assist in disciplinary hearings, arbitrations and other dispute resolution fora. <p>Assist in the conduct of investigations of complaints or grievances.</p>	<ul style="list-style-type: none"> • Experience in labour and employment law litigation and arbitration. • Understand the regulatory framework governing public service employment. • An understanding of labour law and employment law jurisprudence for purposes of providing • informed legal opinions. • Knowledge and understanding of bargaining councils and other dispute resolution fora. • Excellent communication and drafting skills • Ability to draft and present compelling arguments. 	

	SERVICE CATEGORIES (SC)	SCOPE OF WORK	SKILLS REQUIRED	PLEASE TICK (✓)
2	Litigation and alternative dispute resolution (ADR)	<ul style="list-style-type: none"> • Provide litigation services in various action and application procedures, including urgent and interdictory applications within the Magistrates' Courts, Regional Courts, Labour Courts, High Courts, Appeal Courts, Constitutional Court and other dispute resolution fora. • Develop and review appropriate litigation strategy in each matter. • Ensure effective and efficient litigation processes are followed. • Collect litigation costs. • Provide custody of all pleadings and documents in litigation matters. • Provide oral and written legal advice throughout litigation proceedings. • Avoid prescriptions, barring and default judgments. • Court appearances with and / or without the assistance of Counsel • Settlement negotiations • Attend to taxation of bill of cost. • Attend to administrative / filling functions associated with litigation. • Draft charge sheets • Assist in defending labour related disputes • Assist in developing or amending CCMA's disciplinary code and related matters. • Attend to applications at the Labour Court, including reviews, contempts and compels. • Drafting and advice regarding strikes and picketing rules. 	<ul style="list-style-type: none"> • In depth understanding and experience of applying all Court Rules and legislation regulating the conduct and procedure of litigation and ADR proceedings within the mentioned courts, as well as the legal issue at hand. • Litigation skills, including preparation and presentation of evidence and arguments in court and outside court. • Negotiation skills. • Drafting skills in respect of all court papers, in particular affidavits and heads of arguments. 	

	SERVICE CATEGORIES (SC)	SCOPE OF WORK	SKILLS REQUIRED	PLEASE TICK (✓)
3	Governance, Administrative & Constitutional Law	<ul style="list-style-type: none"> • Verbal and/or written advice on prospects of success and risks • Briefing counsel if necessary • Drafting of all necessary legal documentation • Appearing on behalf of the Legislature • Arguing the matter on behalf of the legislature • Provide legal opinions in respect of constitutional and administrative law matters. • Ensure technical quality advice to best practices and consistency with legislation regulating public entities i.e. FAMPLA, PAJA, POPIA, Treasury Regulations, PAIA, constitution, King IV and its successors. • Knowledge of all administrative justice and information legislation and regulations. • Assist in developing internal policies in line with regulatory legislation. • Advice on and deal with disputes arising from accreditation of bargaining councils / panelist. 	<ul style="list-style-type: none"> • Experience in providing opinions in constitutional and administrative law matters. • Experience of constitutional and administrative jurisprudence. • Compliance monitoring skills • Advisory skills • Legal interpretation and writing skills • Dispute resolution and litigation 	
4	Contractual Law	<ul style="list-style-type: none"> • Providing services of interpretation of various contracts, evaluating risk factors within the contracts. • Drafting various complex agreements i.e. commercial, employment, MOU's, consultancy etc. • Applying contractual terms to litigation proceedings • Giving written opinions on the validity, interpretation, application and enforcement of contractual terms. 	<ul style="list-style-type: none"> • Understanding and knowledge of Contractual law. • Experience in evaluating, negotiating and drafting agreements. • Understanding and proper application of the rules of interpretation. • Understanding the application of public procurement and supply chain management within the context of contracts. 	

	SERVICE CATEGORIES (SC)	SCOPE OF WORK	SKILLS REQUIRED	PLEASE TICK (✓)
5	<p>Corporate, commercial, finance Law, Debt collections, investigations which includes Forensic Investigations and General legal advisory services.</p>	<ul style="list-style-type: none"> • Debt collection matters handling the matter from start to end which will include • Correspond with the debtors and attempt recovery • Issue necessary letters of demand • Issue and serve summons • Proceed with the civil proceedings and draft and serve all necessary pleadings if the matter is defended until finality • Provide debt collection services, including drafting letter of demands, follow up, summons, attachments, executions, etc. • Provide legal advice and expertise in matters of a general nature. • Conduct due diligence exercises. • Conduct fraud and other forms of investigations. • To conduct track and trace reports on a no trace no charge basis. • Argue the matter in court if necessary • Proceed with all necessary legal proceedings to ensure recovery of the debt. • Advice on projects / transactions of a corporate law nature. • Advice on legal issues arising from asset, risk and debt management. • Draft, review and advice on a broad range of complex commercial documents. • Provide legally sound opinions of a corporate law nature. • Conducting due diligence activities. 	<ul style="list-style-type: none"> • Experience in working in transactions of a corporate law nature. • Experience in working in debt collection services • Expertise in debt collection • Understanding of enforcement processes, directives and rules. • Investigation, interview, document evaluation, evidence interpretation, application of the law and report drafting skills. • Experience in restructuring exercise. • Experience in drafting complex documents and opinions. • Excellent research and drafting skills, for purpose of preparing legal opinions of a corporate law nature. • Knowledge and understanding of applicable corporate law legislation, including King IV and its successors. • Litigation experience on complex commercial contracts. 	

	SERVICE CATEGORIES (SC)	SCOPE OF WORK	SKILLS REQUIRED	PLEASE TICK (✓)
6	Criminal Law	<ul style="list-style-type: none"> • Provide legal advice and litigation strategy on criminal law matters. • Provide oral and written updates on criminal law matters. • Drafting of all legal documents. • Appearing in court on criminal law matters, including commercial crimes court. 	<ul style="list-style-type: none"> • Knowledge and understanding of criminal law procedure, laws, rules and processes. • Experience in undertaking criminal law matters in various courts, including, but not limited to, Magistrates' Courts, Regional Courts, commercial crimes courts, High Courts and Appeal Courts. • Exceptional preparation and presentation skills • Exceptional negotiation skills 	
7	Information Communications Technology (ICT), Cyber Law	<ul style="list-style-type: none"> • Advice on all aspects of ICT law, such as service level agreements pertaining to system integration, software and website development. • Advice on ICT compliance and infringements • Assist in development of internal ICT policies in line with legal prescripts 	<ul style="list-style-type: none"> • Experience and understanding of Information Communications Technology and cyber laws. • Exceptional interpretation and writing skills. 	

4. ELIGIBILITY CRITERIA

The evaluation of technical proposals will be based on their responsiveness to the Terms of Reference, applying the mandatory requirement, evaluation criteria and point system indicated below.

Proposals will be evaluated on functionality and according to the provisions of the Preferential Procurement Policy Framework Regulations. The 80/20 preferential points system will therefore apply.

Tenders will be awarded at the absolute discretion of the KZN Legislature, in accordance with internal policies and statutory regulations. The decision will be final and binding; no correspondence will be entered into. Shortlisted companies will be subjected to security clearance.

Phase 1

The first phase of evaluation is the assessment of Mandatory requirements

Description of requirement	Comply	Not Comply
1. Attach a Valid Fidelity Fund Certificate		
2. Attach Valid Letter of good standing/proof of registration from the Legal Practice Council		
3. Rights of Appearance in the High Court Certificate		
4. Admission Certificate as Officer of the High Court		

Failure to comply with the above will result in bid being disqualified from the process

Phase 2

The bidders who pass the first phase will be subjected to evaluation criteria on functional proposals will be evaluated individually on score sheets by a representative evaluation panel, according to the evaluation criteria indicated below.

Bidders must score at least **80 points** on functionality to be considered and evaluated further for Price and Specific Goals evaluation. Bidders who score less than 80 points will not be considered for shortlisting and will be removed from the selection process.

NOTE - Only bidders who satisfy all the following eligibility criteria will be further evaluated for price and specific goals. A bidder who failed one of the requirements will be disqualified from the process.

Key Aspect Eligibility	Basis for Points allocation	Score	Min-Max Points
METHODOLOGY AND PLAN	Exceptionally excellent methodology and plan for execution of tasks and with clear time frames for completion of tasks, as well as clear presentation for all various matters/ fields, is adequate – Describe the ability to meet deadlines, especially on a short- time frame, and give examples of how past tight deadlines have been met. 12 points Define methodology in relation to various legal matters in the scope of work. (28 Points) <ul style="list-style-type: none"> • Labour and Employment Law – 4 points • Litigation and alternative dispute resolution (ADR). – 4 points • Governance, Administrative & Constitutional Law – 4 points • Contractual Law. – 4 points • Corporate, commercial, finance Law, Debt collections, investigations which includes Forensic Investigations and General legal advisory services. – 4 points • Criminal Law – 4 points • Information Communications Technology (ICT), Cyber Law – 4 points 	Good	25 - 40
	Methodology and plan for execution of tasks and clear time frames as well as clear presentation for all various matters, is adequate	Fair	9 - 24
	Methodology is inadequate	Poor	0 - 8
RESOURCES (PROVIDE CV's & QUALIFICATIONS)	Key personnels have outstanding knowledge and expertise in all the fields of legal services. 10 Years of experience for each personnel CVs with qualifications in all related fields (Contractual , ADR ect) - 30 points	Good	21 - 30
	Key personnel have adequate knowledge and expertise in the field of legal services. 7 to 9 years experience <ul style="list-style-type: none"> • Provided CV's and qualifications in all fields – 20 points • CV with qualifications in five or six field – 10 points 	Fair	10 - 20
	Key personnel have limited knowledge and expertise <ul style="list-style-type: none"> • Did not provide any CV's, qualifications, only provided list of their key personnel indicating their qualifications - • List of key personnel does not have qualifications - • Did not provide any key personnel - 	Poor	0 - 9

EXPERIENCE	Proven record of accomplishment with reference letters from clients where similar services/assignments have been rendered (must be in a letterhead and must include addresses, contact details, brief description of the type of service provided for them).	Good	25 - 30
	<ul style="list-style-type: none"> • Provided 5 or 6 reference letters – 25 or 30 points 		
	<ul style="list-style-type: none"> • Provided 3 or 4 reference letters – 15 or 20 points 	Fair	15 - 20
	<ul style="list-style-type: none"> • Provided 1 or 2 reference letters – 5 or 10 points • No reference letter - 0 points 	Poor	0-10
TOTAL		100	

Client reference list must be supplied in a format as tabulated below:

	Client Name	Project description	Date of appointment	Duration of contract	Contact person & contact details
1.					
2.					
3.					
4.					
5.					
6.					

Price and Specific Goal Evaluation

Thereafter the qualifying bids will be evaluated in terms of the 80/20 preferential point system and specific goals as indicated on page 10 concerning the allocation of price and preference points. To qualify for specific goal points, the bidder must ensure that the supporting documents are attached.

	Service Description		
1	Hourly Rate		
2	Email Cost		
3	Call Cost per minute local		
4	Call cost per minute international		
5	Draft of Legal Opinion		
7	Photocopy (black and white)		

Disbursements

As the Legislature has one main office situated in Pietermaritzburg, it is a requirement that the successful bidder have an office or staff also based in the KZN .The KZN Legislature will not pay for any disbursements related to travel time or kilometres to and from your office to our offices in Pietermaritzburg and will consider this cost an investment made by the bidder to our organization. This is in line with the terms and conditions offered to other provincial public sector organizations

SURNAME AND INITIALS OF COMPANY REPRESENTATIVE

DATE

SIGNATURE

<p>COMPANY OFFICIAL STAMP</p>
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**ANNEXURE B
GENERAL CONDITIONS OF CONTRACT³**

**THE NATIONAL TREASURY
Republic of South Africa**



**GOVERNMENT PROCUREMENT:
GENERAL CONDITIONS OF CONTRACT
July 2010**

NOTES

The purpose of this document is to:

- (i) Draw special attention to certain general conditions applicable to government bids, contracts and orders; and
 - (ii) To ensure that clients be familiar with regard to the rights and obligations of all parties involved in doing business with government.
- In this document words in the singular also mean in the plural and vice versa and words in the masculine also mean in the feminine and neuter.
1. The General Conditions of Contract will form part of all bid documents and may not be amended.
 2. 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.

³ A copy of the complete document set containing the General Conditions of Contract is available on www.treasury.gov.za/divisions/ocpo/sc/GeneralConditions/

**GENERAL CONDITIONS OF CONTRACT
TABLE OF CLAUSES**

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