

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE LIMPOPO DEPARTMENT OF EDUCATION					
BID NUMBER:	LDE/B05/2026/27	CLOSING DATE:	29 JUNE 2026	CLOSING TIME:	11H00 AM
DESCRIPTION	APPOINTMENT OF A LEGAL PRACTITIONERS FOR THE PROVISION OF LEGAL, ADVISORY AND LITIGATION SERVICES FOR THE LIMPOPO DEPARTMENT OF EDUCATION FOR THE PERIOD OF THIRTY-SIX (36/ MONTHS.				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
CNR 113 BICCARD & 24 EXCELSIOR STREET					
POLOKWANE					
0699					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	MR MABUNDA G.S.S		CONTACT PERSON	MR MUKHATHI K.O	
TELEPHONE NUMBER	082 049 7346		TELEPHONE NUMBER	066 488 4104	
FACSIMILE NUMBER	N/A		FACSIMILE NUMBER	N/A	
E-MAIL ADDRESS	MabundaGSS@edu.limpopo.gov.za		E-MAIL ADDRESS	MukhathiKO@edu.limpopo.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 /WORKS OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?		☐ Yes ☐ No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?			☐ YES ☐ NO		
DOES THE ENTITY HAVE A BRANCH IN THE RSA?			☐ YES ☐ NO		
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?			☐ YES ☐ NO		
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?			☐ YES ☐ NO		
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?			☐ YES ☐ 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:
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.
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.
1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).
2. TAX COMPLIANCE REQUIREMENTS
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
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.
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."

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:

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

- 1.1 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, 1996 (Constitution), and further expressed in the various applicable legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.
- 1.2 If a person is 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. DECLARATION ON EMPLOYMENT BY ORGAN OF STATE

- 2.1 Is the bidder, or any of the directors / trustees / shareholders / members / partners of the bidder employed by an organ of state, as defined in section 239 of the Constitution? **YES/NO**
- 2.2 If YES, furnish particulars of the names, individual identity numbers, in the table below:

Full Name	Identity Number	Name of organ of state

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.

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

2.3.1 If so, furnish particulars:

.....

2.4 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**

2.4.1 If so, indicate all companies registered in the CSD in the table below:

Supplier registration number (MAAA)	Status (active/inactive/deleted)

Failure to disclose all CSD-registered active companies linked to all Directors will lead to disqualification.

3 GENERAL DECLARATION

I,, the undersigned, 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 to be false.

3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor.

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, 1998 (Act No. 89 of 1998) and or may be referred to law enforcement agencies for criminal investigation and or may be restricted from conducting business with the state for a period not exceeding 10 years in terms of the Prevention and Combating of Corrupt Activities Act, 2004 (Act No. 12 of 2004) or any other applicable legislation.

I CERTIFY THAT THE ABOVE IS CORRECT.

I ACCEPT THAT THE PROCURING INSTITUTION MAY REJECT THE BID OR TAKE APPROPRIATE ACTION AGAINST ME IF THIS DECLARATION IS FALSE.

.....

Signature

.....

Date

.....

Designation

.....

Name of bidder

THE NATIONAL TREASURY

Republic of South Africa



GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

July 2010

GOVERNMENT PROCUREMENT
GENERAL CONDITIONS OF CONTRACT
July 2010

NOTES

The purpose of this document is to:

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

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

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

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General Conditions of Contract

1. Definitions

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

RSA.

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

obligations of the supplier covered under the contract.

- 1.25 “Written” or “in writing” means handwritten in ink or any form of electronic or mechanical writing.

2. Application

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

3. General

- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za

4. Standards

- 4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.

5. Use of contract documents and information; inspection.

- 5.1 The supplier shall not, without the purchaser’s prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The supplier shall not, without the purchaser’s prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier’s performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier’s records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent rights

- 6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.

7. Performance security

- 7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
 - (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
 - (b) a cashier's or certified cheque
- 7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

8. Inspections, tests and analyses

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

analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

- 8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

9. Packing

- 9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

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

11. Insurance

- 11.1 The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the SCC.

12. Transportation

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

13. Incidental services

- 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
 - (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
 - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;

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

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

14. Spare parts

14.1 As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:

- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
- (b) in the event of termination of production of the spare parts:
 - (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
 - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.

15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.

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

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

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take

such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

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|---|---|
| 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 fulfillment 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 authorized 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 this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.</p> |
| 21. Delays in the supplier's performance | <p>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.</p> <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</p> |

supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.

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

22. Penalties

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

23. Termination for default

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

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

23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.

23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.

23.4 If a purchaser intends imposing a restriction on a supplier or any

person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.

23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.

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

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

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

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

24. Anti-dumping and countervailing duties and rights

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

may be due to him

25. Force Majeure

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

26. Termination for insolvency

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

27. Settlement of Disputes

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

28. Limitation of liability

- 28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;
- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

	(b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
29. Governing language	29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
30. Applicable law	30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
31. Notices	31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.
32. Taxes and duties	32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country. 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser. 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.
33. National Industrial Participation Programme (NIP)	33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.
34 Prohibition of Restrictive practices	34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging). 34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

- 34.3 If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.



LIMPOPO

PROVINCIAL GOVERNMENT
REPUBLIC OF SOUTH AFRICA

DEPARTMENT OF
EDUCATION

LDE/B05/2026/27

AMENDED TERMS OF REFERENCE

APPOINTMENT OF A LEGAL PRACTITIONERS FOR THE PROVISION OF LEGAL, ADVISORY AND LITIGATION SERVICES FOR THE LIMPOPO DEPARTMENT OF EDUCATION FOR A PERIOD OF THIRTY-SIX (36) MONTHS.

1. INTRODUCTION

The purpose of this specification is to present the requirements of the Limpopo Department of Education for admitted Legal Practitioners to serve on a panel of the approved list of attorneys for the period of three years from the date of appointment.

2. TERMS OF ENGAGEMENT

2.1 The Limpopo Department of Education does not guarantee that successful bidders will receive work during the appointment term. Bidders will be used on an *ad hoc* basis as and when required by the Department.

2.2 Successful bidders will be appointed for a period of three years, effective from the date of appointment.

3. EXPERTISE SERVICES REQUIRED

3.1 Prospective bidders are required to specify their respective area of specialization, i.e.:

Folio	Area of Speciality	Please tick the choice of speciality.
3.1.1	Constitutional Law	
3.1.2	Education Law	
3.1.3	Labour Law	
3.1.4	Law of Contracts	
3.1.5	Law of Delicts	
3.1.6	Insolvency law	
3.1.7	Procurement Law	
3.1.8	Company law	
3.1.9	Legislative drafting	
3.1.10	Legislative drafting	

4. SCOPE OF WORK

4.1. Successful bidders will be expected to assist the Department in cases related to the following areas:

- 4.1.1. Educational law.
- 4.1.2. Administrative law and Constitutional law.
- 4.1.3. Construction law and arbitration of building disputes.
- 4.1.4. Contract law and agreements (drafting).
- 4.1.5. Corporate work (incl. advice, structuring, governance, etc.).
- 4.1.6. General Commercial law.
- 4.1.7. Labour law.
- 4.1.8. Discipline: Employer Representative and Chairperson of Hearing (for matters that do not fall within the scope of the Labour Relations Directorate and or those authorized by delegated authority within the applicable legal framework).
- 4.1.9. Litigation (covering all fields of practice).
- 4.1.10. Professional negligence.
- 4.1.11. Procurement and tenders (incl. agreements, submissions and review of awards).
- 4.1.12. Drafting of policies and legislation.
- 4.1.13. Constitutional and administrative law – inter-alia the Constitution of the Republic of South Africa, 1996, the Promotion of Access to Information Act 2 of 2000, the Prevention of Organized Crime Act 121 of 1998, the Promotion of Administrative Justice Act 3 of 2000, Public Finance Management Act 1 of 1999, Treasury Regulations and Directives etc.
- 4.1.14. The appointed bidders will be required to apply the above-mentioned scope of work in relation to the key performance area, hereunder:

KEY DELIVERABLES

4.2. Litigation management which entails amongst others:

- 4.2.1 Briefing counsel, when required and after obtaining approval from the Department
- 4.2.2 Drafting or settling pleadings /affidavits.
- 4.2.3 Attending all consultations (incl. consultations with Counsel when required).
- 4.2.4 Appearing in court for trials/hearings of matters brought before the Magistrates' Court, Labour Court or High Court.
- 4.2.5 Enforcement of judgments and debt collection.
- 4.2.6 Providing legal opinions/legal advice.
- 4.2.7 Drafting or vetting of draft legislation and contracts.

5. SPECIAL CONDITIONS OF BID

5.1 Appointment of a Panel

- 5.1.1 Only legal practices established in accordance with the provisions of the Attorney Act, 1979 [Act No. 53 of 1979 as amended] and the Legal Practice Act, 28, 2014 will be considered for this bid.
- 5.1.2. Prospective bidder who does not score 70% or more on the technical evaluation will not be appointed to the panel.
- 5.1.3. A contract will only be signed with successful bidders(s) appointed to the panel.
- 5.1.4. The letter of appointment will be issued for each assignment awarded.
- 5.1.5. The basis of engaging bidders will be on assignment basis [*as and when services are required*]
- 5.1.6. The successful bidder may not cede or assign any part of its agreement with the Department nor sub-contract any part of the work assigned to them without prior written authorization by the Department.
- 5.1.7 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 include removal from the panel, after giving written notice and affording the Legal Practitioner a reasonable opportunity to make representations.

- 5.1.8 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.
- 5.1.9 Fees for claims that are within the jurisdiction of the Magistrate's Court shall be charged in accordance with the party and party Scale A to D of the Magistrate's Court's Rules, fees for claims that are within the jurisdiction of the High Court shall be charged in accordance with the party and party Scale B and fees for claims that within the jurisdiction of the Supreme Court of Appeal and the Constitutional Court shall be charged in accordance with the party and party scale that is applicable to these courts. All party and party fees payable shall be as determined from time to time by the Rules Board for Courts of Law and as per the Milestones set in the Service Level Agreement.
- 5.1.10 All instruction(s) to the Legal Practitioners shall be given in writing by the Director: Legal Services or the duly authorized official.
- 5.1.11 Assignments given to Legal Practitioners within the term of the contract shall be subject to the performance of the Legal Practitioner and subject to approval by the Head of Department, continue to be executed after the expiry of the contract period until the matter is finalized.
- 5.1.12 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.
- 5.1.13 Briefing of Counsel may only be done in consultation with the Department's responsible officials, after consideration of their hourly rates and subject to approval by the Director Legal Services in terms of the rules and guidelines regulated by the Legal Practice Council and the Legal Practice Act of 2014, in particular the Fees Structure and in conjunction with the prescribed tariff of fees for Superior Courts (Rule 69) or Scales A-D for Magistrates Courts, referred to as Party and Party Scale and in line with the national policy guidelines applicable at the time.
- 5.1.14 The Department shall engage Legal Practitioners whose invoices are unreasonable or exorbitant for adjustment. Should Department and Legal Practitioners not reach an agreement on such invoices, the department shall in its discretion subject such invoices to taxation or for assessment and review by the Legal Practice Council.
- 5.1.15 All claims for payment of legal fees must be certified by the official responsible and be approved by the Head of Department or delegated official before payment can be affected.
- 5.1.16 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.
- 5.1.17 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.

5.1.18 The Legal Practitioners must maintain a Fidelity Fund Certificate for the duration of the contract period with the Department in respect of the liability.

5.1.19 Each bid, once submitted, constitutes a binding and irrevocable offer to provide the services set out in the bid, which offer cannot be amended after its date of submission except for arithmetic errors.

5.2. Reservations

5.2.1 If any conflict of interest arises or violation of any conditions of the contract during the assignment takes place, the Department reserves the right to summarily cancel the agreement. Information, documents and all property of the Department must be returned with immediate effect.

5.2.2 The Department reserves the right to interview panel members that are short-listed for specific assignments. [Short-listed bidders will be informed should this be applicable].

5.2.3 The Department may at its sole discretion award an assignment or part thereof to more than one [1] panel member.

5.2.4 The Department may at its own discretion vary an instruction to include more work.

5.2.5 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.

5.2.6 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:

5.2.6.1 Reject the bid in question and not evaluate it at all.

5.2.6.2 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

5.2.7 The Department reserves the right to reduce or add more categories to

those that are listed in paragraph above.

5.2.8 The Department reserves the right to conduct market research to determine if bidders did not overquote/underquote their price offers.

5.2.9. The department reserves the right to give instructions to State Attorney to represent it in any of the new or existing matters during this contract period.

5.3. Failure to comply with any special condition of the contract of this bid proposal will invalidate the respective bidder.

7. EVALUATION CRITERIA

7.1 This bid shall be evaluated in **three (03) Phases** as follows:

7.1.1 Phase 1: Mandatory Requirements.

7.1.2 Phase 2: Administrative Compliance.

7.1.3 Phase 3: Evaluation on Functionality.

7.1.1 PHASE 1: Mandatory Requirements

➤ The bidder(s) must provide a certificate of good standing not older than 3 months, from the appropriate Legal Practice Council in respect of each attorney who will deal with the matters for Department.
➤ The bidder(s) must furnish a valid Fidelity Fund certificate.
➤ The Legal Practitioner must have a trust account which is fully functional and operating in terms of section 84(2) of the Legal Practice Act, 28 of 2014. As proof, furnish confirmation letter of account in the name of the Company or the Director from the bank not older than one month.

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

7.1.2 PHASE 2: ADMINISTRATIVE COMPLIANCE

ADMINISTRATIVE BIDDING REQUIREMENTS	ADMINISTRATIVE BIDDING REQUIREMENTS	BIDDER'S RESPONSE (Comply/ Not Comply / Not Applicable)
7.1.2 (a)	Submission of the following standard bidding documents (fully completed and signed)	
7.1.2(b)	SBD 1: Invitation to Bid,	
7.1.2(d)	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	

ADMINISTRATIVE BIDDING REQUIREMENTS	ADMINISTRATIVE BIDDING REQUIREMENTS	BIDDER'S RESPONSE (Comply/ Not Comply / Not Applicable)
7.1.2(e)	Attachment of Central Supplier Database Registration Report (CSD). NB Bidders may attach a <u>CSD REGISTRATION REPORT</u> or provide MAAA Number	
7.1.2(f)	In case of Consortium or Joint Venture or Sub-contractors or Partnerships (IF APPLICABLE) the following are required:	
7.1.2(f) (i)	Signed agreement between involved parties indicating the lead member (In case of Consortium or Joint Venture or partnerships) or signed agreement;	
7.1.2(f) (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 . Company bidding individually is prohibited to bid as a Joint venture.	
7.1.2(f) (iii)	Letter of appointment by consortium/joint venture parties for a representative to sign the bid documents;	
7.1.2 (f) (iv)	Proof of registration with the Companies and Intellectual Property Commission (CIPC) and tax compliance certificate	

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

PHASE 3: FUNCTIONALITY EVALUATION

Functionality Requirements

TOTAL SCORE			100	
ACCEPTABLE MINIMUM SCORE			70	
NO	CRITERIA	WEIGHT	ELEMENT BREAKDOWN	SCORING VALUES
A	Lead legal practitioner must have five years post admission experience. Attach a copy of admission certificate	20	Legal Practitioner with more than 5 years' experience.	20
			Legal Practitioner with 3 - 5 years' experience	15
			Legal Practitioner with less than 3 years' experience	10
			No copy of admission certificate	0
B	Proof of experience to be submitted: Attach letters of appointment, instructions, and reference letters confirming completion of work in the bidder's chosen area of specialization	20	Attachment of a copy of the following documents:	
			5 or more Appointment letters, instructions and reference letters.	20
			4 Appointment letters, instructions and reference letters	15
			3 Appointment letters, instructions and reference letters	10
			2 Appointment letters, instructions and reference letters	5
			1 submission or no submission	0
C	Judgments/Heads of Argument/Opinions		Attachment of a copy of the following documents:	
	The Legal Practitioner must have managed, litigated and obtained written judgments or drafted Heads of Argument or Opinions in any of the courts and/or tribunals in any of the areas or fields of specialization ticked on paragraph 3.1 above	40	Positive Proof of 5 judgments/heads of Argument/legal opinions covering any of the different areas of specialization.	40
			Positive Proof of 4 judgments/heads of Argument/legal opinions covering any of the different areas of specialization.	30
			Positive Proof of 3 judgments/heads of Argument/legal opinions covering any of the different areas of specialization.	20
			Positive Proof of 2 judgments/heads of Argument/legal opinions covering any of the different areas of specialization.	15
			Positive Proof of 1 judgments/heads of Argument/legal opinions covering any of the different areas of specialization.	10
			No judgments/heads of Argument/legal opinions covering any of the different areas of specialization	0

TOTAL SCORE			100	
ACCEPTABLE MINIMUM SCORE			70	
NO	CRITERIA	WEIGHT	ELEMENT BREAKDOWN	SCORING VALUES
D	Locality.	20	Attachment of any copy of the following documents:	
	(Verification of the address will be printed from CSD report by the LDOE)		i). A Title deed, Letter from a Traditional Authority or Municipal Statement in the name of the director or name of company which must not be older than Three months; or	
	NB: The physical address given in SBD 1, proof of address submitted and the preferred address in the Central Supplier Database Report must be the same with the one that appears on the CSD report printed by LDoE.		(ii) A formal lease agreement together with Lessors' Municipal Account or Letter from a Traditional Authority.	
			(iii) No affidavit will be accepted as evidence.:	
			Within Limpopo	20
			Outside Limpopo	10
			No submission or Inconsistency of addresses	0

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:

N.B Bidders must obtain a minimum score of 70 points to qualify to be in the panel. Bidders who fail to obtain a minimum score of 70 points shall be disqualified.

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.

8. PRICING / FEES

8.1 Successful bidders will be required to charge fees in line with the tariff of fees and as follows:

8.1.1 LITIGATION, CONTRACTS, OPINIONS

For litigation claims, party and party tariff in line with paragraph 5.1.13 above and for contracts and opinions Scale B of High Court tariffs.

8.1.2 DISCIPLINARY MATTERS INCLUDING ARBITRATIONS

Party and party tariff scale B of the Magistrate's Court as determined in the legislation.

8.1.3 CONVEYANCING

Conveyance fees as determined in applicable legislation.

8.1.4 DISBURSEMENTS

8.1.4.1 The claim for subsistence (e. g. accommodation} must be submitted with supporting documentation (invoices and receipts), and payment will be as determined by the Treasury. Only actual costs are recoverable.

8.1.4.2 Travelling costs will be reimbursed in terms of the rates as provided by Department of Roads and Transport.

8.1.4.3 Disbursements charges should be according to Departmental cost containment policy.

9. DURATION OF CONTRACT

Successful bidders will be appointed for a period of thirty-six (36) months.

10. THE BID AWARD AND ALLOCATION STRATEGY

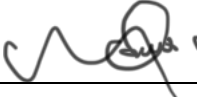
Work will be allocated on a rotational basis

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.

12. ENDORSEMENT

12.1. ENDORSEMENT OF THE TERMS OF REFERENCE BY THE HEAD OF DEPARTMENT

HEAD OF DEPARTMENT	SIGNATURE	DATE
MR SESHIBE MV		03/07/2016

12.2. ENDORSEMENT OF THE OFFER BY THE BIDDER

This document has been read and understood by the bidder represented by: -

NAME	DESIGNATION/ POSITION	SIGNATURE	DATE

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

- 1.1 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, 1996 (Constitution), and further expressed in the various applicable legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.
- 1.2 If a person is 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. DECLARATION ON EMPLOYMENT BY ORGAN OF STATE

- 2.1 Is the bidder, or any of the directors / trustees / shareholders / members / partners of the bidder employed by an organ of state, as defined in section 239 of the Constitution? **YES/NO**
- 2.2 If YES, furnish particulars of the names, individual identity numbers, in the table below:

Full Name	Identity Number	Name of organ of state

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.

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

2.3.1 If so, furnish particulars:

.....

2.4 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**

2.4.1 If so, indicate all companies registered in the CSD in the table below:

Supplier registration number (MAAA)	Status (active/inactive/deleted)

Failure to disclose all CSD-registered active companies linked to all Directors will lead to disqualification.

3 GENERAL DECLARATION

I,, the undersigned, 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 to be false.

3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor.

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, 1998 (Act No. 89 of 1998) and or may be referred to law enforcement agencies for criminal investigation and or may be restricted from conducting business with the state for a period not exceeding 10 years in terms of the Prevention and Combating of Corrupt Activities Act, 2004 (Act No. 12 of 2004) or any other applicable legislation.

I CERTIFY THAT THE ABOVE IS CORRECT.

I ACCEPT THAT THE PROCURING INSTITUTION MAY REJECT THE BID OR TAKE APPROPRIATE ACTION AGAINST ME IF THIS DECLARATION IS FALSE.

.....

Signature

.....

Date

.....

Designation

.....

Name of bidder

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE LIMPOPO DEPARTMENT OF EDUCATION					
BID NUMBER:	LDE/B05/2026/27	CLOSING DATE:	29 JUNE 2026	CLOSING TIME:	11H00 AM
DESCRIPTION	APPOINTMENT OF A LEGAL PRACTITIONERS FOR THE PROVISION OF LEGAL, ADVISORY AND LITIGATION SERVICES FOR THE LIMPOPO DEPARTMENT OF EDUCATION FOR THE PERIOD OF THIRTY-SIX (36/ MONTHS.				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
CNR 113 BICCARD & 24 EXCELSIOR STREET					
POLOKWANE					
0699					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	MR MABUNDA G.S.S		CONTACT PERSON	MR MUKHATHI K.O	
TELEPHONE NUMBER	082 049 7346		TELEPHONE NUMBER	066 488 4104	
FACSIMILE NUMBER	N/A		FACSIMILE NUMBER	N/A	
E-MAIL ADDRESS	MabundaGSS@edu.limpopo.gov.za		E-MAIL ADDRESS	MukhathiKO@edu.limpopo.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 /WORKS OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?		☐ Yes ☐ No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?				☐ YES ☐ NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?				☐ YES ☐ NO	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?				☐ YES ☐ NO	
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?				☐ YES ☐ NO	
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?				☐ YES ☐ 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:
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.
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.
1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).
2. TAX COMPLIANCE REQUIREMENTS
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
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.
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."

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:



LIMPOPO

PROVINCIAL GOVERNMENT
REPUBLIC OF SOUTH AFRICA

DEPARTMENT OF
EDUCATION

LDE/B05/2026/27

AMENDED TERMS OF REFERENCE

APPOINTMENT OF A LEGAL PRACTITIONERS FOR THE PROVISION OF LEGAL, ADVISORY AND LITIGATION SERVICES FOR THE LIMPOPO DEPARTMENT OF EDUCATION FOR A PERIOD OF THIRTY-SIX (36) MONTHS.

1. INTRODUCTION

The purpose of this specification is to present the requirements of the Limpopo Department of Education for admitted Legal Practitioners to serve on a panel of the approved list of attorneys for the period of three years from the date of appointment.

2. TERMS OF ENGAGEMENT

2.1 The Limpopo Department of Education does not guarantee that successful bidders will receive work during the appointment term. Bidders will be used on an *ad hoc* basis as and when required by the Department.

2.2 Successful bidders will be appointed for a period of three years, effective from the date of appointment.

3. EXPERTISE SERVICES REQUIRED

3.1 Prospective bidders are required to specify their respective area of specialization, i.e.:

Folio	Area of Speciality	Please tick the choice of speciality.
3.1.1	Constitutional Law	
3.1.2	Education Law	
3.1.3	Labour Law	
3.1.4	Law of Contracts	
3.1.5	Law of Delicts	
3.1.6	Insolvency law	
3.1.7	Procurement Law	
3.1.8	Company law	
3.1.9	Legislative drafting	
3.1.10	Legislative drafting	

4. SCOPE OF WORK

4.1. Successful bidders will be expected to assist the Department in cases related to the following areas:

- 4.1.1. Educational law.
- 4.1.2. Administrative law and Constitutional law.
- 4.1.3 Construction law and arbitration of building disputes.
- 4.1.4 Contract law and agreements (drafting).
- 4.1.5 Corporate work (incl. advice, structuring, governance, etc.).
- 4.1.6 General Commercial law.
- 4.1.7 Labour law.
- 4.1.8 Discipline: Employer Representative and Chairperson of Hearing (for matters that do not fall within the scope of the Labour Relations Directorate and or those authorized by delegated authority within the applicable legal framework).
- 4.1.9 Litigation (covering all fields of practice).
- 4.1.10 Professional negligence.
- 4.1.11 Procurement and tenders (incl. agreements, submissions and review of awards).
- 4.1.12 Drafting of policies and legislation.
- 4.1.13 Constitutional and administrative law – inter-alia the Constitution of the Republic of South Africa, 1996, the Promotion of Access to Information Act 2 of 2000, the Prevention of Organized Crime Act 121 of 1998, the Promotion of Administrative Justice Act 3 of 2000, Public Finance Management Act 1 of 1999, Treasury Regulations and Directives etc.
- 4.1.14 The appointed bidders will be required to apply the above-mentioned scope of work in relation to the key performance area, hereunder:

KEY DELIVERABLES

4.2. Litigation management which entails amongst others:

- 4.2.1 Briefing counsel, when required and after obtaining approval from the Department
- 4.2.2 Drafting or settling pleadings /affidavits.
- 4.2.3 Attending all consultations (incl. consultations with Counsel when required).
- 4.2.4 Appearing in court for trials/hearings of matters brought before the Magistrates' Court, Labour Court or High Court.
- 4.2.5 Enforcement of judgments and debt collection.
- 4.2.6 Providing legal opinions/legal advice.
- 4.2.7 Drafting or vetting of draft legislation and contracts.

5. SPECIAL CONDITIONS OF BID

5.1 Appointment of a Panel

- 5.1.1 Only legal practices established in accordance with the provisions of the Attorney Act, 1979 [Act No. 53 of 1979 as amended] and the Legal Practice Act, 28, 2014 will be considered for this bid.
- 5.1.2. Prospective bidder who does not score 70% or more on the technical evaluation will not be appointed to the panel.
- 5.1.3. A contract will only be signed with successful bidders(s) appointed to the panel.
- 5.1.4. The letter of appointment will be issued for each assignment awarded.
- 5.1.5. The basis of engaging bidders will be on assignment basis [*as and when services are required*]
- 5.1.6. The successful bidder may not cede or assign any part of its agreement with the Department nor sub-contract any part of the work assigned to them without prior written authorization by the Department.
- 5.1.7 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 include removal from the panel, after giving written notice and affording the Legal Practitioner a reasonable opportunity to make representations.

- 5.1.8 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.
- 5.1.9 Fees for claims that are within the jurisdiction of the Magistrate's Court shall be charged in accordance with the party and party Scale A to D of the Magistrate's Court's Rules, fees for claims that are within the jurisdiction of the High Court shall be charged in accordance with the party and party Scale B and fees for claims that within the jurisdiction of the Supreme Court of Appeal and the Constitutional Court shall be charged in accordance with the party and party scale that is applicable to these courts. All party and party fees payable shall be as determined from time to time by the Rules Board for Courts of Law and as per the Milestones set in the Service Level Agreement.
- 5.1.10 All instruction(s) to the Legal Practitioners shall be given in writing by the Director: Legal Services or the duly authorized official.
- 5.1.11 Assignments given to Legal Practitioners within the term of the contract shall be subject to the performance of the Legal Practitioner and subject to approval by the Head of Department, continue to be executed after the expiry of the contract period until the matter is finalized.
- 5.1.12 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.
- 5.1.13 Briefing of Counsel may only be done in consultation with the Department's responsible officials, after consideration of their hourly rates and subject to approval by the Director Legal Services in terms of the rules and guidelines regulated by the Legal Practice Council and the Legal Practice Act of 2014, in particular the Fees Structure and in conjunction with the prescribed tariff of fees for Superior Courts (Rule 69) or Scales A-D for Magistrates Courts, referred to as Party and Party Scale and in line with the national policy guidelines applicable at the time.
- 5.1.14 The Department shall engage Legal Practitioners whose invoices are unreasonable or exorbitant for adjustment. Should Department and Legal Practitioners not reach an agreement on such invoices, the department shall in its discretion subject such invoices to taxation or for assessment and review by the Legal Practice Council.
- 5.1.15 All claims for payment of legal fees must be certified by the official responsible and be approved by the Head of Department or delegated official before payment can be affected.
- 5.1.16 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.
- 5.1.17 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.

5.1.18 The Legal Practitioners must maintain a Fidelity Fund Certificate for the duration of the contract period with the Department in respect of the liability.

5.1.19 Each bid, once submitted, constitutes a binding and irrevocable offer to provide the services set out in the bid, which offer cannot be amended after its date of submission except for arithmetic errors.

5.2. Reservations

5.2.1 If any conflict of interest arises or violation of any conditions of the contract during the assignment takes place, the Department reserves the right to summarily cancel the agreement. Information, documents and all property of the Department must be returned with immediate effect.

5.2.2 The Department reserves the right to interview panel members that are short-listed for specific assignments. [Short-listed bidders will be informed should this be applicable].

5.2.3 The Department may at its sole discretion award an assignment or part thereof to more than one [1] panel member.

5.2.4 The Department may at its own discretion vary an instruction to include more work.

5.2.5 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.

5.2.6 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:

5.2.6.1 Reject the bid in question and not evaluate it at all.

5.2.6.2 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

5.2.7 The Department reserves the right to reduce or add more categories to

those that are listed in paragraph above.

5.2.8 The Department reserves the right to conduct market research to determine if bidders did not overquote/underquote their price offers.

5.2.9. The department reserves the right to give instructions to State Attorney to represent it in any of the new or existing matters during this contract period.

5.3. Failure to comply with any special condition of the contract of this bid proposal will invalidate the respective bidder.

7. EVALUATION CRITERIA

7.1 This bid shall be evaluated in **three (03) Phases** as follows:

7.1.1 Phase 1: Mandatory Requirements.

7.1.2 Phase 2: Administrative Compliance.

7.1.3 Phase 3: Evaluation on Functionality.

7.1.1 PHASE 1: Mandatory Requirements

➤ The bidder(s) must provide a certificate of good standing not older than 3 months, from the appropriate Legal Practice Council in respect of each attorney who will deal with the matters for Department.
➤ The bidder(s) must furnish a valid Fidelity Fund certificate.
➤ The Legal Practitioner must have a trust account which is fully functional and operating in terms of section 84(2) of the Legal Practice Act, 28 of 2014. As proof, furnish confirmation letter of account in the name of the Company or the Director from the bank not older than one month.

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

7.1.2 PHASE 2: ADMINISTRATIVE COMPLIANCE

ADMINISTRATIVE BIDDING REQUIREMENTS	ADMINISTRATIVE BIDDING REQUIREMENTS	BIDDER'S RESPONSE (Comply/ Not Comply / Not Applicable)
7.1.2 (a)	Submission of the following standard bidding documents (fully completed and signed)	
7.1.2(b)	SBD 1: Invitation to Bid,	
7.1.2(d)	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	

ADMINISTRATIVE BIDDING REQUIREMENTS	ADMINISTRATIVE BIDDING REQUIREMENTS	BIDDER'S RESPONSE (Comply/ Not Comply / Not Applicable)
7.1.2(e)	Attachment of Central Supplier Database Registration Report (CSD). NB Bidders may attach a <u>CSD REGISTRATION REPORT</u> or provide MAAA Number	
7.1.2(f)	In case of Consortium or Joint Venture or Sub-contractors or Partnerships (IF APPLICABLE) the following are required:	
7.1.2(f) (i)	Signed agreement between involved parties indicating the lead member (In case of Consortium or Joint Venture or partnerships) or signed agreement;	
7.1.2(f) (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 . Company bidding individually is prohibited to bid as a Joint venture.	
7.1.2(f) (iii)	Letter of appointment by consortium/joint venture parties for a representative to sign the bid documents;	
7.1.2 (f) (iv)	Proof of registration with the Companies and Intellectual Property Commission (CIPC) and tax compliance certificate	

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

PHASE 3: FUNCTIONALITY EVALUATION

Functionality Requirements

TOTAL SCORE			100	
ACCEPTABLE MINIMUM SCORE			70	
NO	CRITERIA	WEIGHT	ELEMENT BREAKDOWN	SCORING VALUES
A	Lead legal practitioner must have five years post admission experience. Attach a copy of admission certificate	20	Legal Practitioner with more than 5 years' experience.	20
			Legal Practitioner with 3 - 5 years' experience	15
			Legal Practitioner with less than 3 years' experience	10
			No copy of admission certificate	0
B	Proof of experience to be submitted: Attach letters of appointment, instructions, and reference letters confirming completion of work in the bidder's chosen area of specialization	20	Attachment of a copy of the following documents:	
			5 or more Appointment letters, instructions and reference letters.	20
			4 Appointment letters, instructions and reference letters	15
			3 Appointment letters, instructions and reference letters	10
			2 Appointment letters, instructions and reference letters	5
			1 submission or no submission	0
C	Judgments/Heads of Argument/Opinions		Attachment of a copy of the following documents:	
	The Legal Practitioner must have managed, litigated and obtained written judgments or drafted Heads of Argument or Opinions in any of the courts and/or tribunals in any of the areas or fields of specialization ticked on paragraph 3.1 above	40	Positive Proof of 5 judgments/heads of Argument/legal opinions covering any of the different areas of specialization.	40
			Positive Proof of 4 judgments/heads of Argument/legal opinions covering any of the different areas of specialization.	30
			Positive Proof of 3 judgments/heads of Argument/legal opinions covering any of the different areas of specialization.	20
			Positive Proof of 2 judgments/heads of Argument/legal opinions covering any of the different areas of specialization.	15
			Positive Proof of 1 judgments/heads of Argument/legal opinions covering any of the different areas of specialization.	10
			No judgments/heads of Argument/legal opinions covering any of the different areas of specialization	0

TOTAL SCORE			100	
ACCEPTABLE MINIMUM SCORE			70	
NO	CRITERIA	WEIGHT	ELEMENT BREAKDOWN	SCORING VALUES
D	Locality.	20	Attachment of any copy of the following documents:	
	(Verification of the address will be printed from CSD report by the LDOE)		i). A Title deed, Letter from a Traditional Authority or Municipal Statement in the name of the director or name of company which must not be older than Three months; or	
	NB: The physical address given in SBD 1, proof of address submitted and the preferred address in the Central Supplier Database Report must be the same with the one that appears on the CSD report printed by LDoE.		(ii) A formal lease agreement together with Lessors' Municipal Account or Letter from a Traditional Authority.	
			(iii) No affidavit will be accepted as evidence.:	
			Within Limpopo	20
			Outside Limpopo	10
			No submission or Inconsistency of addresses	0

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:

N.B Bidders must obtain a minimum score of 70 points to qualify to be in the panel. Bidders who fail to obtain a minimum score of 70 points shall be disqualified.

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.

8. PRICING / FEES

8.1 Successful bidders will be required to charge fees in line with the tariff of fees and as follows:

8.1.1 LITIGATION, CONTRACTS, OPINIONS

For litigation claims, party and party tariff in line with paragraph 5.1.13 above and for contracts and opinions Scale B of High Court tariffs.

8.1.2 DISCIPLINARY MATTERS INCLUDING ARBITRATIONS

Party and party tariff scale B of the Magistrate's Court as determined in the legislation.

8.1.3 CONVEYANCING

Conveyance fees as determined in applicable legislation.

8.1.4 DISBURSEMENTS

8.1.4.1 The claim for subsistence (e. g. accommodation} must be submitted with supporting documentation (invoices and receipts), and payment will be as determined by the Treasury. Only actual costs are recoverable.

8.1.4.2 Travelling costs will be reimbursed in terms of the rates as provided by Department of Roads and Transport.

8.1.4.3 Disbursements charges should be according to Departmental cost containment policy.

9. DURATION OF CONTRACT

Successful bidders will be appointed for a period of thirty-six (36) months.

10. THE BID AWARD AND ALLOCATION STRATEGY

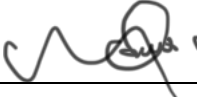
Work will be allocated on a rotational basis

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.

12. ENDORSEMENT

12.1. ENDORSEMENT OF THE TERMS OF REFERENCE BY THE HEAD OF DEPARTMENT

HEAD OF DEPARTMENT	SIGNATURE	DATE
MR SESHIBE MV		03/07/2016

12.2. ENDORSEMENT OF THE OFFER BY THE BIDDER

This document has been read and understood by the bidder represented by: -

NAME	DESIGNATION/ POSITION	SIGNATURE	DATE