

KWAZULU-NATAL OFFICE OF THE PREMIER

Private Bag X9037, PIETERMARITZBURG, 3200
Moses Mabhidla Building, 300 Langalibalele Street, Pietermaritzburg, 3200
Tel: 087 743 9411
Website: www.kwaZulu-natal.gov.za

INVITATION TO BID – BID KZNB 59 P 2026/2027: ESTABLISHMENT OF A PANEL FOR PROVISION OF LEGAL SERVICE PROVIDERS TO RENDER SPECIALISED LEGAL SERVICES FOR THE KWAZULU-NATAL OFFICE OF THE PREMIER FOR A PERIOD OF THIRTY-SIX (36) MONTHS.

Company Name	
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The KwaZulu Natal Office of the Premier hereby invites suitably qualified and experienced service providers to submit bids for inclusion on a panel to provide forensic Investigation Services for a Period of 36 months. This invitation is issued in terms of section 5 of the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000) and its Preferential Procurement Regulations.

The evaluation criteria are divided into three (3) phases:

PHASE 1: SUPPLY CHAIN ADMINISTRATIVE COMPLIANCE

- (a) The bid submitted must be complete in all respects.
- (b) Bid forms must be duly completed and stamped (where applicable) and be submitted with the bid at the time of closing of the bid:

COMPULSORY BID FORMS		
SECTIONS	DESCRIPTION	ACTION BY THE BIDDER
SECTION A	SPECIAL INSTRUCTIONS REGARDING COMPLETION OF THE BID - PART A MANDATORY REQUIREMENTS – PART B	READ AND INITIAL
SECTION B	INVITATION TO BID (SBD 1) – PART A TERMS AND CONDITIONS FOR BIDDING (SBD 1) – PART B	COMPLETE, SIGN AND INITIAL
SECTION C	PRICING SCHEDULE-FIRM PRICES SBD 3.1	NOT APPLICABLE AT PANEL STAGE
SECTION D	BIDDER'S DISCLOSURE AND DECLARATION (SBD 4)	COMPLETE, SIGN AND INITIAL
SECTION E	AUTHORITY TO SIGN THE BID	COMPLETE, SIGN AND INITIAL
SECTION F	ALLOCATION OF SPECIFIC GOALS/ PREFERENTIAL POINTS SYSTEM (SBD 6.1)	NOT APPLICABLE AT PANEL STAGE
SECTION G	DECLARATION THAT INFORMATION ON THE CENTRAL SUPPLIER DATABASE IS CORRECT AND UP TO DATE	COMPLETE, SIGN AND INITIAL

Failure to comply with the Supply Chain Administrative Compliance shall result in the offer being considered non-responsive and shall be rejected.

A bidder that scores less than 28 points (70%) on functionality evaluation based on the prescribed format will be regarded as non-responsive and shall be disqualified.

1. CONTACT PERSON FOR SCM AND TECHNICAL ENQUIRIES

SCM enquiries may be directed to:

Ms D. Msomi Tel. No. (087) 743 9411 or via e-mail at Dumisile.Msomi@kznpremier.gov.za

Mr V. Mgoza Tel. No. (087) 743 8839 or via e-mail at Vusie.Mgoza@kznpremier.gov.za

Technical enquiries may be directed to:

Mr. K. W Kuhn Tel. No. 083 282 5119 or via e-mail at Heinz.kuhn@kznpremier.gov.za

2. CLOSING OF BID:

The closing date and time for receipt of Tenders is **13 October 2026 at 11h00**

Telegraphic, telephonic, telex, facsimile, e-mail, and late Tender Proposals will not be accepted. Bids must be deposited in the bid box specified below. Bids deposited in any other bid box and address will not be accepted.

The Bid Box, located on the ground floor by the SAPS booth at the Moses Mabhida building.

Attention: Ms. D. Msomi

Supply Chain Management Unit
KZN Office of the Premier
300 Langalibalele Street
Pietermaritzburg
3201



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SECTION A

PART A

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

PLEASE NOTE THAT THIS BID IS SUBJECT TO TREASURY REGULATIONS 16A ISSUED IN TERMS OF THE PUBLIC FINANCE MANAGEMENT ACT, 1999, 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 vice 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. Photocopies of the original bid documentation may be used, but an original signature must appear on such photocopies.
3. The bidder is advised to check the number of pages and to satisfy himself/ herself that none are missing or duplicated.
4. Bids submitted must be complete in all respects.
5. 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.
6. 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.
7. 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.
8. 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.
9. 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.
10. No bid submitted by telefax, telegraphic or other electronic means will be considered.
11. Bidding documents must not be included in packages containing samples. Such bids may be rejected as being invalid.
12. Any alteration made by the bidder must be initialled.
13. The use of correcting fluid is prohibited
14. Bids will be opened in public as soon as practicable after the closing time of bid.
15. Where practical, prices are made public at the time of opening bids.
16. 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.
17. Bidder must initial each and every page of the bid document.



PART B

MANDATORY REQUIREMENTS

Bidders must explicitly check or mark an "X" next to the legal category they are applying for. You must submit the following mandatory proofs depending on the selection:

Category A: Litigation

Proof of Admission as an Attorney and registration with the Legal Practice Council (LPC).
Valid current Fidelity Fund Certificate.
Comprehensive CV showing a minimum of 5 years' post-admission litigation experience.

Category B: Legislative Drafting (Project Leader Requirements)

Proof of Admission as an Attorney or Advocate and registration with the LPC.
Valid current Fidelity Fund Certificate (if an Attorney).
Comprehensive CV demonstrating at least 10 years' post-admission experience in legislative drafting.
Proven minimum of 10 years' experience leading a legal drafting team.

Category C: Constitutional and Administrative Law

Proof of Admission as an Attorney or Advocate and registration with the LPC.
Valid current Fidelity Fund Certificate (if an Attorney).
Comprehensive CV showing a minimum of 10 years' post-admission experience in constitutional and administrative law.

Category D: Labour Law

Proof of Admission as an Attorney and registration with the LPC.
Valid current Fidelity Fund Certificate.
Comprehensive CV showing a minimum of 5 years' post-admission experience in labour law.



SECTION B

INVITATION TO BID (PART A)

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE KWAZULU-NATAL OFFICE OF THE PREMIER					
BID NUMBER:	KZNB 59 P 2026/27	CLOSING DATE:	13 October 2026	CLOSING TIME:	11h00
DESCRIPTION	ESTABLISHMENT OF A PANEL FOR PROVISION OF LEGAL SERVICE PROVIDERS TO RENDER SPECIALISED LEGAL SERVICES FOR THE KWAZULU-NATAL OFFICE OF THE PREMIER FOR A PERIOD OF THIRTY-SIX (36) MONTHS.				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
GROUND FLOOR, MOSES MABHIDA BUILDING,					
300 LANGALIBALELE STREET (Previously Known as LONGMARKET STREET), PIETERMARITZBURG					
CORNER LANGALIBALELE STREET AND ARCHBELL STREET, PIETERMARITZBURG					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Ms Dumisile Msomi Mr Vusie Mgoza		CONTACT PERSON	Mr Heinz Kuhn	
TELEPHONE NUMBER	087 121 9411 or 087 743 8839		TELEPHONE NUMBER	083 282 5119	
E-MAIL ADDRESS	dumisile.msomi@kznpremier.gov.za		E-MAIL ADDRESS	heinz.kuhn@kznpremier.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?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES 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.		



KWAZULU-NATAL PROVINCE

OFFICE OF THE PREMIER
REPUBLIC OF SOUTH AFRICA

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 GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.

2. TAX COMPLIANCE REQUIREMENTS - ONCE PANEL IS ESTABLISHED

- 2.1 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.
- 2.2 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
- 2.3 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 2.4 IN BIDS, WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 2.5 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
- 2.6 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."

SIGNATURE OF BIDDER:

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

DATE:



KWAZULU-NATAL PROVINCE
OFFICE OF THE PREMIER
REPUBLIC OF SOUTH AFRICA

SECTION C

SBD 3.1

PRICING SCHEDULE

NOTE: PRICE AND SPECIFIC GOALS WILL BE DETERMINED AND APPLIED WHEN QUOTATIONS OR BIDS ARE INVITED FROM THE PANEL, CONSIDERING THE DEPARTMENT'S STRATEGIC OBJECTIVES AT THE TIM OF INVITATION AND THE DEPARTMENT'S SCM POLICY



SECTION D

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 the 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 E

AUTHORITY TO SIGN A BID

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

(I)	(II)	(III)	(IV)
CLOSE CORPORATION	BIDDERS	SOLE PROPRIETOR	INCORPORATED COMPANY

I/We, the undersigned, being the Member(s) of / Sole Owner (Sole Proprietor)/ Close Corporation/ / Company (Representative) or Incorporated Company, 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 please list all the directors in the resolution letter)

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: Director/s may appoint themselves if they will be the ones signing all documents in connection with this bid and any contract resulting therefrom on behalf of the enterprise.



SECTION F

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

**NOTE: PRICE AND SPECIFIC GOALS WILL BE DETERMINED AND APPLIED WHEN REQUEST FOR
QUOTATIONS ARE INVITED FROM THE PANEL, CONSIDERING THE DEPARTMENT'S
STRATEGIC OBJECTIVES AT THE TIME OF INVITATION AND THE DEPARTMENT'S SCM
POLICY**

SECTION G

PART A

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.....

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:



PART 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 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 available to it.
 - 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 shall apply should the supplier fail to request an 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 THE BID, THE SUPPLIER WILL BE DISQUALIFIED AT THE BID EVALUATION PROCESS.

SECTION H

GENERAL CONDITIONS OF CONTRACT

1) Definitions

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 between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
- 1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
- 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- 1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 1.7 "Day" means calendar day.
- 1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.
- 1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.
- 1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
- 1.11 "Dumping" occurs when a private enterprise abroad markets 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 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 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 labor, 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 ancillaries 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 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 be extended 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 fulfilling the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1, remains 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:
- 7.3.1 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
- 7.3.2 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 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 supplier's 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 packaging of the goods as is required to prevent their damage or deterioration during transit to their 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' 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.



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

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

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

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16 Payment

16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.

16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.

16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.

16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

17 Prices

17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, except for any price adjustments authorized in SCC or in the purchaser's request for bid validity extension.

18 Contract amendments

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

19 Assignment

19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.

20 Subcontracts

20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under these contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.

21 Delays in the supplier's performance

21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.

- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.
- 21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22 unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.
- 21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

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 21.

23 Termination for default

- 23.1 The purchaser, without prejudice against 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 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 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.
- 23.6.1 These details will be loaded in the National Treasury's central database of suppliers or people 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 antidumping 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 favorable 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 conditions 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 fulfil their respective obligations under the contract unless they otherwise agree; and
 - (b) The purchaser shall pay the supplier any monies due to 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 (NIP) Programme

- 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.

SECTION I

SPECIAL CONDITIONS OF CONTRACT

This bid is subject to the General Conditions of Contract (GCC) and the following applicable other Special Conditions of Contract.

1. ACCEPTANCE OF OFFER

- 1.1 This bid has been invited and will be adjudicated in terms of the KwaZulu-Natal Supply Chain Management Policy Framework and the KwaZulu-Natal Provincial Practice Notes. The KZN Office of the Premier Bid Evaluation and Adjudication Committee is under no obligation to accept the lowest or any bid.

2. PANEL PERIOD

- 1.2 The panel shall be in place for a period of thirty-six (36) months.
- 2.1 It must be noted that this bid seeks to appoint suitably qualified and experienced firms onto a panel of pre-approved service providers and not a contract.
- 2.2 The placement onto the panel does not give rise to any contractual obligations.

3.FALSE DECLARATION

All information requested in this document and provided by the bidder is accepted in good faith as being true and accurate.

Any false declaration or intentional omission of relevant facts shall lead to disqualification.

4.AWARD OF BIDS

The Department will issue a confirmation letter to service providers successfully appointed to the panel. The issuance of a confirmation letter to an individual bidder is subject to a favourable security clearance outcome from the State Security Agency (SSA). The SSA verification process may include identity verification, criminal record checks, and the assessment of any security-related risks. No confirmation letter will be issued to any service provider with a criminal record or pending criminal charges.

5.ORDERS

Services shall be rendered only upon receipt of a written official order from the Department as per the contract.

6.WARRANTS

The awarded entity warrants that it can deliver to the satisfaction of the department.

The involvement of the awarded entity in any other business or venture shall not compete or conflict with the obligations of the entity to provide the services to the Department in terms of this bid.

7.PAYMENT AND INVOICING

Payment will only be processed upon receipt, verification of invoices and confirmation by the appropriately authorized officials of actual services rendered.



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Payment will be made to the awarded entity only.

Invoices must clearly indicate the order number, invoice number and VAT number (where it is applicable).

Any variation to the quantities other than those stipulated in this bid document shall be approved by the department through the Supply Chain Management office.

8.AMENDMENT OF BID CONDITIONS, ORDER STIPULATIONS OF BID, ETC.

No agreement to amend or vary the bid conditions or order or stipulations of bid shall be valid and of any force and effect unless such an agreement to amend or vary is entered into in writing and signed by contracting parties subject to approval by the Accounting Officer.

9.CANCELLATION

The Department reserves the right to cancel the bid. Such cancellation shall be published in the print media and/or Departmental Website.

10.TAX CLEARANCE CERTIFICATE OR TAX COMPLIANCE STATUS PIN

The Department will verify the tax compliance status of a bidder through CSD.
Bidders must ensure that their tax matters are compliant with CSD.

11.CENTRAL SUPPLIERS DATABASE (CSD)

A bidder submitting an offer must be registered on the Central Suppliers Database (CSD).
A bidder who has submitted an offer and is not registered on the Central Suppliers Database will not be considered.

Each party to a Joint Venture/Consortium must be registered on the Central Suppliers Database at the time of submitting the bid.

All information supplied in the bid document must correlate with information on CSD. It is the responsibility of the supplier to ensure that information on CSD is always up to date.

Failure to comply with any of the above will result in the bidder being disqualified.

12.COMPLETENESS OF THE BID DOCUMENT

- The bid will only be considered if it is correctly completed in all respects and accompanied by all relevant and other necessary and applicable documents, i.e., signatures should be applied where required and documents called for should be submitted. (This section must be read together with Clause 4 of Section A: Special Instructions)

13.SUBMISSION OF BIDS

Bids are to be submitted to the offices of **the Department, Ground floor, by SAPS booth, corner 300 Langalibalele Street and Archibell Street, Pietermaritzburg, on or before 13 October 2026 at 11:00 am.** All bids are to be deposited in the bid box situated at the SAPS guard house.

14.LATE OFFERS

Bids received at the designated address after the specified closing date and time will be classified as late submissions and will not be accepted.

A late bid shall not be considered.

15. VALIDITY PERIOD AND EXTENSION THEREOF

The validity (binding) period for the bid must be 180 days from close of tender. However, circumstances may arise whereby the department may request the bidders to extend the validity (binding) period. Should this occur, the department will request bidders to extend the validity (binding) period under the same terms and conditions as originally tendered for by bidders.

16. EXPENSES INCURRED IN PREPARATION OF BIDS

The department will not be responsible for any expenses or losses which the bidder may incur in the preparation of this bid.

17. NOTIFICATION OF AWARD OF BID

The Department will formally notify unsuccessful bidders in writing. Any appeal against the award decision must be submitted in writing within five (5) working days from the date of notification and prior to the publication of the award on the e-Tender Portal.

The award of a bid shall be communicated in writing to the successful bidder(s) by a duly authorised official of the Department. The award information will be published on the e-Tender Portal only after the appeals process has been concluded and the recommended bidder has formally accepted the offer, in accordance with paragraph 3.3(c) of PFMA SCM Instruction No. 09 of 2022/2023.

18. CONTRACT AND SERVICE LEVEL AGREEMENT

The department will enter into a Contract/service level agreement with service providers when order is issued.

(i) MARKET ANALYSIS AND NEGOTIATION FOR PRICE REASONABLENESS

Not applicable at this stage.

(ii) PRICE AND PREFERENCE

The specific goals will be determined at the time of invitation of the quotations as per the strategic objectives of the department.

The provisions of the Preferential Procurement Policy Framework Act, 2000, will be complied with.

(iii) QUERIES FROM THE BIDDERS

Any correspondence regarding this bid which the bidder wishes to raise must be emailed to the following officials, no query received after the closing date will be entertained.

SCM enquiries may be directed to:

Ms. D. Msomi Tel. No. (087) 121 9411 or via e-mail: Dumisile.Msomi@kznpremier.gov.za
Mr. V. Mgoza Tel. No. (087) 743 8839 or via email at vusie.mgoza@kznpremier.gov.za

Technical enquiries may be directed to:

Mr. K W Kuhn Tel. No. (083) 282 5119 or via e-mail: heinz.kuhn@kznpremier.gov.za

Bidders must note that all queries received via email before the stipulated date will be consolidated and a composite response will be sent to all who submitted queries.

19.COMMUNICATION, MEDIA RELEASES, ETC

Bidders shall not in any way communicate with the press, or any representative of the written or electronic media, on a question affecting this bid during the period between the closing date for the receipt of bids and the dispatch of the written notification of the Department, which on receipt of such report may, at their discretion, disqualify the bidder concerned.

All rights of publication on articles in the media, together with any advertising relating to, or in any way concerned with this project shall vest in the Department. The successful bidder shall not, without the written consent of the Department, cause any statement or advertisement to be printed screened or aired by the media.

(iv) COMMUNICATION WITH MEMBERS OF THE BID COMMITTEE

A bidder shall not in any way communicate with a member of a Bid Committee or with any officer, agent, or representative of the Department on a question affecting any contract for the supply of goods or for any work, undertaking or service which is the subject of a bid during the period between the closing date for receipt of bids and the dispatch of the written notification of the decision on the award of the Contract provided that a bidder shall not hereby be precluded.

(v) UNDERTAKING

- 19.1. In the event of there being any change in the nature of the Contractor including, but not limited to, inter alia, it's: -
 - (vi) shareholdings, membership and/or management;
 - (vii) Constitution, memorandum and/or articles;
 - (viii) Service providers, partners, joint venture entities and/or subcontracting parties;
 - (ix) Change in specific goals issued with the bid;
 - (x) Any changes ancillary to the above.
- 19.2. The Contractor undertakes, where possible, to inform the Department as least thirty (30) days before the above changes are affected of the details of the proposed changes.
- 19.3. However, in the event of any of the above changes being anticipated, the Contractor undertakes to immediately inform the Department alternatively at least thirty (30) days prior to the proposed changes.
- 19.4. has been listed on the National Treasury's Database as entities prohibited from doing business with the public sector
has been listed on the Register for Tender Defaulters in terms of Section 29 of the Prevention and Combating of Corrupt Activities Act (No. 12 of 2004);
- 19.5. has been charged or convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption;
- 19.6. has died or ceased to exist;
- 19.7. has a civil judgment taken against it/them by a court of law or any other competent authority;
- 19.8. their estates being placed under judicial management or being provisionally or finally sequestrated



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- 19.9. In the event of the Contractor failing to act as aforesaid, the Department will be at liberty to, in its discretion, exercise any one or a combination of the following remedies: -
- 19.9.1. immediately cancel the contract;
 - 19.9.2. revisit the contract and issue directives regarding the remaining term of the contract;
 - 19.9.3. engage the services of other parties and service providers;
 - 19.9.4. engage the services of the next most favourable bidder;
 - 19.9.5. exercise the remedies available to it in terms of the provisions of paragraph 23 of the General Conditions of Contract;
 - 19.9.6. recover from the Contractor all costs, losses or damages incurred or sustained by the Department because of the award of the contract;
 - 19.9.7. cancel the contract and claim any damages which the province may suffer by having to make less favourable arrangements after such cancellation;
 - 19.9.8. cash in any securities, utilise deposits and/or withhold any payment due to the Contractor in lieu of damages.

(xi) **BID APPEAL TRIBUNAL (BAT)**

BAT finds its establishment in Treasury Regulation 16A9.3 and Section 18(1) of the KwaZulu-Natal Supply Chain Management Policy Framework. Treasury Regulation 16A9.3 empowers the National and Provincial Treasury to establish a mechanism to consider complaints and make recommendations for remedial actions to be taken in the non-compliance with the norms and standards. Section 18(1) of the KZN SCM Policy Framework empowers the MEC for Finance to establish an independent and impartial Bid Appeals Tribunal. In line with Paragraph 19 of the KZN SCM Policy Framework of 2006 the following procedure must be followed to lodge an appeal:

The bidder must, within five working days of receipt of the notification of an award, deliver written notification of an intention to appeal.

The bidder may, together with the notification of intention to appeal under paragraph (2) of the KZN SCM Policy Framework, deliver a request for written reasons for the award of the said bid.

The Bid Adjudication Committee or a delegate of an accounting officer must deliver to the appellant the written reasons requested under paragraph (3) of the KZN SCM Policy Framework within ten working days.

The appellant must, within ten working days of receipt of the written reasons delivered under paragraph (4) of the KZN SCM Policy Framework, or, failing a request for written reasons under paragraph (3) of the KZN SCM Policy Framework, within ten working days of giving notice under paragraph (2) of the KZN SCM Policy Framework, submit written representations to the Bid Appeals Tribunal, indicating sufficiently and without unnecessary elaboration the grounds and basis of the appeal and the nature of the complaint.

Upon receipt of a notice of intention to appeal, the Bid Appeals Tribunal must notify other bidders who may be adversely affected by the appeal, in writing of the appeal and invite them to respond within five working days.

The address provided for the lodging of appeals is:

Email: Batsecretariat@kzntreasury.gov.za

The Chairperson

Bid Appeals Tribunal

Private Bag X9082

Pietermaritzburg, 3200

SECTION J

TERMS OF REFERENCE – LEGAL SERVICES

APPOINTMENT OF A PANEL OF LEGAL SERVICE PROVIDERS TO RENDER SPECIALIZED SERVICES FOR A PERIOD OF THREE (3) YEARS FOR THE KWAZULU-NATAL OFFICE OF THE PREMIER

17. BACKGROUND INFORMATION

1.1 ABBREVIATIONS AND ACRONYMS

CV	Curriculum Vitae
Department	KwaZulu-Natal Office of the Premier
PFMA	Public Finance Management Act, 1999
TORs	Terms of Reference
SLA	Service Level Agreement
SP	Service Provider
KZN	Province of KwaZulu-Natal

1.2 PROGRAMME AND SUB-PROGRAMME OVERVIEW

The Directorate: Legal Support Services forms part of the Chief Directorate: State Law Advisory Services, with a mandate to provide effective and efficient legal support services to the Department in respect of litigation management, legal opinions, legislative review and contract drafting.

The Chief Directorate provides legal support services to all programmes in the Department, which in turn provide services to individuals, communities, enterprise groups or associations. Support takes the form of legal support, as well as support to the Labour Relations Unit insofar as labour litigation is concerned.

As a result of significant capacity constraints in the KwaZulu-Natal Office of the State Attorney, which have been ongoing for many years, the said Office is unable to provide effective litigation support to the Department, which is compounded by the fact that the Chief Directorate similarly faces substantial human capacity constraints, with numerous legal professional posts being vacant.

Notwithstanding this, the Chief Directorate is required to provide professional, transversal legal support services to the Department, as well as all line-function Departments in the Province. It is for this reason that the Chief Directorate requires access to external legal service providers, so as to mitigate any legal risk faced by the Department.

1.3 THE PURPOSE OF THE TERMS OF REFERENCE

The Department wishes to establish a panel of legal service providers to provide specialised legal services to the Department, when the internal Legal Support Services Unit lacks capacity to do so, in compliance with the Provincial Policy on Briefing External Attorneys.

1.4 PROJECT RATIONALE

The rationale for the establishment of a panel of legal service providers is to –

- (a) Appoint specialised legal service providers for the Department, whilst ensuring skills transfer to the Department's internal Legal Services component.
- (b) Expedite the process for the selection of service providers to render legal services to the Department
- (c) Ensure efficiency in the Department provided that the legal services providers will be placed on the Panel to be utilised on a rotational basis as and when the need arises.

1.5 SCOPE OF WORK

The Department wishes to establish a panel of suitably qualified and experienced legal service providers to provide specialist legal services to the Department on the following categories:

- (a) Litigation;
- (b) Legislative Drafting;
- (c) Constitutional and Administrative Law; and
- (d) Labour Law.

When the need arises for the Department to procure specialist legal services in respect of any of the above-mentioned categories, the service providers falling within the specific categories will be utilised on a rotational basis in a fair, transparent and objective manner.

It must be noted in terms of the Supply Chain Management: A Guide for Accounting Officers/Authorities (2005) (paragraph 5.11), read with National Treasury Practice Note SCM 3 of 2003 (paragraph 11), provides that once a panel has been established through a competitive bidding process, only the successful service providers may be approached by obtaining quotations on a rotation basis or through the applicable bid procedure when services are required, with the exception that the requirement is not advertised again.

The panel of attorneys will not deal with claims sounding in money or damages claims, which claims are dealt with by the Office of the KwaZulu-Natal State Attorney in accordance with the provisions of the Public Finance Management Act, 1999 (Act No. 1 of 1999) and the Treasury Regulations, 2005.

1.6 DURATION OF THE PANEL

The Legal Services panel of attorneys will be appointed for a three-year period, and all service providers appointed to the panel will be required to agree to an hourly rate determined by the Department and will be required to conclude a Memorandum of Agreement upon appointment, obviating the need for an agreement to be concluded for any specific appointment.

1.7 DELIVERABLES

The service providers will be required to sign a Service Level Agreement. The approved list of service providers must have the capacity, functional skills and experience, to provide the services required at a level acceptable to Department.

- ✚ The service provider must have the capacity, functionality skills and experience as determined by the functionality criteria set on the terms of references.
- ✚ Turnaround times will vary depending on the nature, complexity and urgency of each matter.

1.8 COMMUNICATION AND REPORTING

- ✚ The successful bidder(s) will report to the Chief Director Legal Services and/or his/her delegated representatives in relation to various assignments, according to agreed terms as would be documented on the subsequent contracts.
Projects may be initiated by means of written instructions to the successful bidders on a random basis, backed by verbal briefings where necessary.

1.9 CONDITIONS

All prospective bidders shall have to treat all available data provided by the Department as strictly confidential and not available for any form of distribution or use other than on the project in respect of which the information was made available for, unless written approval from the Accounting Officer of the Department is obtained in advance. Furthermore, all bidders must note that this information remains the Intellectual Property of the Department.

Successful bidders must be in a position to commence work within ten (10) calendar days of the awarding of a contract relating to an assignment.

The firm will be allowed to replace the resource with a similar resource of the same technical and competence level and will be in line with the process followed in the appointment of the original resource.

The bidder's staff complement must address the demographics of the country in line with government policies, and the bidder must provide evidence that is in compliance with transformation in terms of the provisions relating to Broad Based Black Economic Empowerment (B-BBEE);

Payment for work on any assignment will only be made when the Department is satisfied with the standard of output delivered by the service provider.

It is further imperative that the bidder ensures that the curriculum vitae of individual resources are not included in other bidder proposals. Should a duplication of *curricula vitae* be identified across proposals, such *curricula vitae* will be disregarded for the affected bidders during evaluation.

**KWAZULU-NATAL PROVINCE**OFFICE OF THE PREMIER
REPUBLIC OF SOUTH AFRICA**INDICATION OF CATEGORY BY THE BIDDER**

- (a) The bidder must indicate the category they are applying for on the table below.
- (b) The bidder may apply for more than one category and separate functionality proposal must be submitted as such.
- (c) The bidder must indicate by placing an "X" in the column below as indicated.

#	CATEGORY	INDICATE CATEGORY BY PLACING "X"
1.	Litigation;	
2.	Legislative Drafting;	
3.	Constitutional and Administrative Law;	
4.	Labour Law.	

Failure of the bidder to indicate the category they are applying for shall result in the offer being considered non-responsive and shall be rejected.

BIDDER TO SUBMIT RELEVANT MANDATORY DOCUMENT PER RESPECTIVE CATEGORY

- (a) The bidder must submit the below indicated mandatory documents (relevant certificate and curriculum vitae) to be considered for phase two requirement.
- (b) Please attach the documents in the space provided below.

#	MANDATORY REQUIREMENT	CATEGORIES			
		A	B	C	D
1	Admission as an Attorney or Advocate of RSA and registered with the Legal Practice Council <i>(Submit admission certificate and proof of registration with LPC)</i>	Yes	Yes	Yes	Yes
2.	Must be in possession of a valid current Fidelity Fund Certificate for the relevant year <i>(Submit valid certificate if attorney)</i>	Yes	Yes	Yes	Yes
3.	Minimum of 5 years' post-admission experience as an attorney or advocate <i>(Submit curriculum vitae)</i>	Yes	Yes	Yes	Yes

Admission as an Attorney of RSA and registered with the Legal Practice Council

(Attach admission certificate and proof of registration with LPC)

Must be in possession of a valid current Fidelity Fund Certificate for the relevant year

(Submit valid certificate)

Minimum of 5 years' experience, post admission as an attorney

(Submit curriculum vitae)

SECTION K

18. EVALUATION CRITERIA

🚩 Evaluation will be based on:

Evaluation Element	
Phase 1	Pre-qualification criteria – Mandatory requirements
Phase 2	Supply Chain Management Administrative Compliance
Phase 3	Functionality Criteria
Phase 4	Price

2.1 CATEGORY A: LITIGATION

The Department often requires the services of private law firms to institute or initiate, defend or oppose any legal action or motion proceedings, and any legal services provider included in the panel must have litigation experience.

The Attorney must meet the following minimum requirements:

- (i) Admission as an Attorney and registered with the Legal Practice Council (submit admission certificate and proof of registration with LPC);
- (ii) Must be in possession of a valid Fidelity Fund Certificate; and
- (iii) Minimum of 5 years' post-admission litigation experience.

2.2 CATEGORY B: LEGISLATIVE DRAFTING

The Department conducts constant legislative review programmes to ensure that its statute book is aligned to the Constitution, national and provincial legislation and national and provincial policy frameworks. The above-mentioned review programmes often result in the drafting of principal legislation (Bills) and subordinate legislation (Regulations), and the Department often requires the services of a properly qualified and experienced legislative drafting team to undertake identified legislative reform programmes.

The Project Leader must meet the following requirements:

- (i) Admission as an Attorney or Advocate, registered with the Legal Practice Council;
- (ii) Possession of a valid Fidelity Fund Certificate (if an Attorney);
- (iii) Demonstrable post-admission experience in legislative drafting of at least 10 years; and
- (iv) Minimum of 10 years' experience in the leadership of a legal drafting team.

2.3 CATEGORY C: CONSTITUTIONAL AND ADMINISTRATIVE LAW

The Department often requires the services of legal service providers to provide specialist services in various aspects of constitutional and administrative law.

The Attorney or Advocate (as the case may be) must meet the following requirements:

- (i) admission as an Attorney or Advocate, registered with the Legal Practice Council;
- (ii) possession of a valid Fidelity Fund Certificate (if an Attorney); and
- (iii) a minimum of 10 years' post-admission experience in constitutional and administrative law.

2.4 CATEGORY D: LABOUR LAW

The Department often requires the services of legal service providers to provide specialist services in various aspects of labour law.

The Attorney must meet the following requirements:

- (i) admission as an Attorney and registered with the Legal Practice Council;
- (ii) possession of a valid Fidelity Fund Certificate; and
- (iii) a minimum of 5 years' post-admission experience in labour law.

19. PANEL SELECTION CRITERIA

Attorneys' firms must indicate whether they wish to serve in more than one category of the panel as per **Annexure 1**. Should the service provider desire to be in more than one category they must provide their proposals for each category and indicate same in Annexure 1.

The failure to indicate a category, will lead to automatic disqualification.

The selection of the attorneys' firms and advocates (Category B and C only) for appointment to the panel will be subject to the criteria set out in **Annexure 3**. The Department reserves the right to determine the number of appointments to make to each panel in the four categories. A firm may apply for all four categories if it meets all specified requirements of the bid proposals.

20. INSTRUCTIONS TO INTERESTED FIRMS / ADVOCATES

The following eligibility requirements must be met, failing which the bid will be disqualified–

- a) All the firms nominated attorneys / advocate must sign a statement of availability for each category as per **Annexure 2**.
- b) Submission of proof of admission as an attorney / advocate and membership of the Legal Practice Council.
- c) A valid Fidelity Fund Certificate if an attorney.
- d) The firm (attorneys only) must be situated in KwaZulu-Natal.

Any firm that achieves a score of less than 70% as a minimum threshold will be disqualified and will not be included in the approved panel of service providers, provided that the evaluation grid in **Annexure 3** below will be utilised in the evaluation process.

21. HOURLY RATE

The Department has deemed it appropriate to set the hourly rate to be charged by a service provider on the panel at R 2,500.00 (Two Thousand Five Hundred Rand) per hour, inclusive of VAT, but excluding all disbursements, including, but not limited to, Counsel fees, where Counsel has been briefed in litigation and labour matters.

The Department reserves the right to increase the hourly rate stipulated herein in the event that the relevant Consultants' Rates issued by the Department for Public Service and Administration should issue new Guidelines on Consultants' Rates, and in the event of increases of rates proposed by the Legal Practice Council.

Commented [DM1]: From where are these rates based

Commented [HK2R1]: From Attorney-and-Client Rates granted by the various Taxing Masters in the High Court, although at the lower end of the scale.

EVALUATION GRID

CATEGORY A: LITIGATION

MINIMUM REQUIREMENT	ALLOCATION FOR EVALUATION	COMMENT / PROOF TO BE PROVIDED	MAXIMUM POINTS
Litigation matters dealt with by the firm on behalf of organs of state in the last 10 years	1-5 matters = 5 points 6-10 matters = 10 points >10 matters = 15 points	Provide Letters of Reference to confirm litigation matters dealt with	15 points
Number of years of litigation experience of the firm	<5 years = 0 point 6-10 years = 5 points >10 years = 10 points	Provide comprehensive Profile of the firm	10 points
A minimum of 5 years' post admission experience in litigation	5-7 Years = 5 point 8-10 years = 10 points >10 years = 15 points	Provide comprehensive CV and Certificate of Admission as an Attorney	15 points
TOTAL POINTS FOR THE LITIGATION			40 points
Minimum functionality threshold (Points 28) 70%			

CATEGORY B: LEGISLATIVE DRAFTING

MINIMUM REQUIREMENT	ALLOCATION FOR EVALUATION	COMMENT / PROOF TO BE PROVIDED	MAXIMUM POINTS
Legislative drafting performed for organs of state in the last 10 years	1-5 matters = 5 points 6-10 matters = 10 points >10 matters = 15 points	Provide Letters of Reference to confirm legislative drafting projects	15 points
Number of years of legislative drafting experience of the Attorney / Advocate	<10 years = 0 point 10-20 years = 10 points >20 years = 15 points	Provide comprehensive Profile of the firm / CV of the Advocate	10 points
A minimum of 10 years' experience in leading a drafting team	<10 Years = 0 point 10-20 years = 5 points >20 years = 10 points	Provide comprehensive CV and Certificate of Admission as an Attorney / Advocate	15 points
TOTAL POINTS FOR THE LEGISLATIVE DRAFTING			40 points
Minimum functionality threshold (Points 28) 70%			



CATEGORY C: CONSTITUTIONAL AND ADMINISTRATIVE LAW

MINIMUM REQUIREMENT	ALLOCATION FOR EVALUATION	COMMENT / PROOF TO BE PROVIDED	MAXIMUM POINTS
Constitutional and administrative law matters dealt with on behalf of organs of state in the last 10 years.	1-5 matters = 5 points 6-10 matters = 10 points >10 matters = 15 points	Provide Letters of Reference to confirm constitutional and administrative law matters dealt with	15 points
Number of years of constitutional and administrative law experience.	<10 years = 0 point 10-15 years = 5 points >15 years = 10 points	Provide comprehensive Profile of the firm	10 points
A minimum of 10 years' post admission experience in constitutional and administrative law.	<10 Years = 0 point 10-15 years = 10 points >15 years = 15 points	Provide comprehensive CV and Certificate of Admission as an Attorney / Advocate	15 points
TOTAL POINTS FOR THE CONSTITUTIONAL AND ADMINISTRATIVE LAW			40 points
Minimum functionality threshold (Points 28) 70%			

Phase 3:

Functionality/Execution Capacity

- Proposals from prospective bidders will be evaluated on functionality in accordance with the following matrix

TECHNICAL SCORECARD	WEIGHT (Maximum Points)	BIDDER SCORE
Technical Skills & Experience/Functionality in respect of the following Categories of Service		
1. Litigation	40	
2. Legislative Drafting	40	
3. Constitutional and Administrative Law	40	
4. Labour Law	40	
<i>Service providers will be admitted to the categories of service where they have attained competency level/s of 70% and higher</i>	70%	

Failure to meet the minimum passing score of 70% shall result in the offer being considered non-responsive and shall be rejected.



CATEGORY D: LABOUR LAW

MINIMUM REQUIREMENT	ALLOCATION FOR EVALUATION	COMMENT / PROOF TO BE PROVIDED	MAXIMUM POINTS
Labour law matters dealt with on behalf of organs of state in the last 10 years.	1-5 matters = 5 points 6-10 matters = 10 points >10 matters = 15 points	Provide Letters of Reference to confirm labour law matters dealt with	15 points
Number of years of labour law experience of the firm	<5 years = 0 point 6-10 years = 5 points >10 years = 10 points	Provide comprehensive Profile of the firm	10 points
A minimum of 5 years' post admission experience in labour law	5-7 Years = 5 points 8-10 years = 10 points >10 years = 15 points	Provide comprehensive CV and Certificate of Admission as an Attorney	15 points
TOTAL POINTS FOR THE LABOUR LAW			40 points
Minimum functionality threshold (Points 28) 70%			

ANNEXURE 1

CATEGORY	INDICATE CATEGORY YOU ARE BIDDING FOR BY A TICK
A- LITIGATION	
B- LEGISLATIVE DRAFTING	
C- CONSTITUTIONAL AND ADMINISTRATIVE LAW	
D- LABOUR LAW	

CURRICULUM VITAE of all relevant Attorney(s) / Advocate(s)

1. Surname:
2. First names:
3. Date of birth:
4. Nationality:
5. Civil status:
6. Education:

Institution [Date from-Date to]	Degree(s) obtained

7. Language skills: indicate competence on a scale of 1 to 5 (1 excellent; 5 basic)

Language	Reading	Speaking	Writing
English			
Zulu			

8. Other skills: (e.g. Computer literacy, etc.):

9. Present position:

10. Years in present position:

11. Key qualifications: (Relevant to the project)

12. Professional Experience

Date from- date to	Location	Company	Position	Description of projects/ responsibilities etc

13. Other relevant information (e.g. Publications)



ANNEXURE 1: REFERENCE LETTER ONE

CONFIRMATION OF REFERENCES

NAME OF BIDDING COMPANY:					
PREVIOUS CLIENT/EMPLOYER NAME:					
TENDER/BID NUMBER OF PREVIOUS/ CURRENT CONTRACT/PROJECT:					
DESCRIPTION OF CONTRACT/ PROJECT COMPLETED:					
VALUE OF WORK COMPLETED:					
DURATION AND DATE COMPLETED:					
START DATE:			END DATE:		
.....					
<i>Day</i>	<i>Month</i>	<i>Year</i>	<i>Day</i>	<i>Month</i>	<i>Year</i>
The above-mentioned bidding company is in process of submitting a bid for the appointment of a panel of legal service providers to render specialized services to the Office of the Premier for a period of thirty-six (36) months. As a client you are kindly requested to confirm the level of services received from the company as per the required questionnaire below:					
Were the services rendered as per the terms of reference or specification.			Select applicable rating ☐ Excellent ☐ Good ☐ Satisfactory ☐ Poor		

Full Name of Authorised Signatory.....

Contact Number

Email address

Signature Date

CLIENT(EMPLOYER) STAMP HERE

Incomplete, unsigned or unstamped form will not be accepted. The KwaZulu – Natal Office of the Premier reserves the right to contact any Client Company listed as a reference.

ANNEXURE 2

STATEMENT OF AVAILABILITY

BID REFERENCE NUMBER: _____

I, the undersigned, hereby declare that I agree to insert actual bid name participate exclusively with the Bid <Bid name> in the above-mentioned Bid procedure. I further declare that I am able and willing to work for the period(s) foreseen for the position for which my CV has been included.

From	To
<start of period 1>	<end of period 1>
<start of period 1>	<end of period 1>
<etc>	

Name	
Signature	
Date	