



KWAZULU-NATAL PROVINCE
PUBLIC WORKS & INFRASTRUCTURE
REPUBLIC OF SOUTH AFRICA

INVITATION TO SUBMIT APPLICATIONS – ZNT 05/25/26: APPOINTMENT OF A PANEL OF PRIVATE ATTORNEY FIRMS TO BE USED BY LEGAL SERVICES ON AN AD-HOC BASIS FOR A PERIOD OF 3 YEARS

Suitable and capable service providers are invited to submit applications for the **APPOINTMENT OF A PANEL OF PRIVATE ATTORNEY FIRMS TO BE USED BY LEGAL SERVICES ON AN AD-HOC BASIS FOR A PERIOD OF 3 YEARS**

CLOSING DATE : 7 July 2026

TIME: : 11h00am

NB: Posted, Telegraphic, telephonic, telex, facsimile, e-mail and late applications will not be accepted.

1. COMPULSORY BRIEFING SESSION

No compulsory clarification meeting will be held. All queries related to this application document can be submitted to vernisha.satyadeva@works.gov.za; quoting the relevant ZNT number as a reference by no later than **19 June 2026**. Consolidated responses will be tabulated and posted on the departmental website on **22 June 2026** under the tab “questions and answers” where this application has been advertised for all prospective applicants to take note of.

2. COLLECTION OF APPLICATION DOCUMENT

Application documents can be obtained at no cost from Departmental Website: www.kznworks.gov.za or from the e-Tender Portal.

**KWAZULU-NATAL PROVINCIAL GOVERNMENT
BIDDING FORMS TABLE OF CONTENTS**

PART A: INVITATION TO BID3-4

PART B: TERMS AND CONDITIONS FOR BIDDING 5

SECTION B: LIST OF ALL RETURNABLE & COMPULSORY DOCUMENTS6-7

SECTION C: SPECIAL CONDITIONS OF CONTRACT8-9

SECTION D: SPECIAL INSTRUCTIONS AND NOTICES TO BIDDERS REGARDING THE
COMPLETION OF BIDDING FORMS10

SECTION E: REGISTRATION ON THE CENTRAL SUPPLIERS DATABASE 11

SECTION F: DECLARATION THAT INFORMATION ON CENTRAL SUPPLIER DATABASE IS
CORRECT AND UP TO DATE12

SECTION G: BIDDER’S DISCLOSURE 13-15

SECTION H: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL
PROCUREMENT REGULATIONS 2022.....16-26

SECTION I: OFFICIAL BRIEFING SESSION/SITE INSPECTION CERTIFICATE27

SECTION J: EVALUATION PROCESS OF CONTRACT.....28-33

SECTION K: GENERAL CONDITIONS OF CONTRACT..... 34-43

SECTION L: AUTHORITY TO SIGN A BID.....44

ANNEXURE A: TERMS OF REFERENCE/ SPECIFICATIONS45-48

ANNEXURE B: CV FORMAT49

ANNEXURE 1: CATEGORY SELECTION.....50

PART A: INVITATION TO BID

SBD1

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE DEPARTMENT OF PUBLIC WORKS & INFRASTRUCTURE					
Bid Number:	ZNT 05/25/26	Closing Date:	7 JULY 2026	Closing Time:	11H00 AM
DESCRIPTION	APPOINTMENT OF A PANEL OF PRIVATE ATTORNEY FIRMS TO BE USED BY LEGAL SERVICES ON AN AD-HOC BASIS				
BID RESPONSE DOCUMENTS MAY BE SUBMITTED AS FOLOWS					
Submissions may be deposited in the Bid Box situated at:					
Foyer: Lower Ground Floor 191 Prince Alfred Street Pietermaritzburg 3200					
Respondents should ensure that the submissions are delivered timeously to the correct address. If the submission is late, it will not be accepted for consideration. The Bid Box is generally open eight (8) hours a day, 5 days a week.					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
Contact Person	Lindiwe Ngcobo		Contact Person	Vernisha Satyadeva	
Telephone Number	(033) 355 5440		Telephone Number	(033) 260 3716	
E-Mail Address	lindiwe.ngcobo@kznworks.gov.za		E-Mail Address	vernisha.satyadeva@kznworks.gov.za	
Supplier Information					
Name Of Bidder					
Postal Address					
Street Address					
Telephone Number	Code		Number		
Cellphone Number					
Facsimile Number	Code		Number		
E-Mail Address					
Vat Registration Number					
Supplier Compliance Status	Tax Compliance System Pin:		Or	Central Supplier Database No:	MAAA

Are You The Accredited Representative In South Africa For The Goods /Services Offered?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	Are You A Foreign Based Supplier For The Goods /Services Offered?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
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QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

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

IF THE ANSWER IS “NO” TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO 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 Requirements for selling, addressing, delivery, opening and assessment of the registration form are contained in the registration document.
- 1.2 All completed registration documents are to be submitted into the bid box at lower ground, 191 Prince Alfred Street, Pietermaritzburg.
- 1.3 Late submissions will not be accepted.
- 1.4 Faxed or e-mailed quotations are not accepted.
- 1.5 Respondents are informed that only those respondents who are compliant with the admission criteria as set out in the registration form will be considered.
- 1.6 The applicant must be registered on the National Treasury Central Supplier Database
- 1.7 The applicant must be registered with SARS and all taxes matters are to be in order.
- 1.8 The applicant is not a joint venture. The applicant either may be a sole proprietor, partnership or registered as a legal form of an entity.
- 1.9 The applicant or any of its directors must not be listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector.
- 1.10 The applicant must not, within the preceding three years, have been terminated or was in litigation with the department on any previous contract and have been given written notice to this effect by the Department of Public Works.
- 1.11 Services Providers note that registration on to the database does not guarantee any award of a contract.

2. TAX COMPLIANCE REQUIREMENTS

- 2.1 Bidders must ensure compliance with their tax obligations.

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:

SECTION B: LIST OF ALL RETURNABLE & COMPULSORY DOCUMENTS

The bidder shall complete and submit the following returnable schedules and documents:

Section/ Schedule	Description	Compulsory (Yes / No)	Non- Submission will render bidders non- responsive (Yes/No)	Compulsory (Yes / No) For BID Evaluation Purposes	Yes	No	N/A
Prospective Service Providers MUST complete the following as per the BID document:							
Part A	Invitation to BID	Yes	Yes				
Part B	Terms and Conditions for bidding (SBD 1)	Read Only					
Section D	Special Instructions regarding completion of bid	Read only					
Section E	Registration on Central Suppliers Database	Read Only					
Section F	Declaration that information on Central Suppliers database is correct and up to date	Yes	Yes				
Section G	Bidder's disclosure form (SBD4)	Yes	Yes				
Section H	Preference Points			Yes			
Section I	Official Briefing session form	N/A	N/A				
Section J	Special Conditions of Contract	Yes	Yes				
Section K	General Conditions of Contract	Read only					
Section L	Authority to Sign a BID	Yes	Yes				
	Joint venture-	Yes	Yes				

Section/ Schedule	Description	Compulsory (Yes / No)	Non- Submission will render bidders non- responsive (Yes/No)	Compulsory (Yes / No) For BID Evaluation Purposes	Yes	No	N/A
	Resolution/agreement passed/reached' signed by the authorised representatives of the enterprises						
Annexure A	Terms of Reference – Scope of works	Yes	Yes				
Annexure B	Category selection	Yes	Yes				
Annexure C	CV format – practicing attorneys	Yes	Yes				
Annexure D	CV format – support staff	Yes	Yes				
Annexure E	Record of attendance to matters	Yes	Yes				

SECTION C: SPECIAL CONDITIONS OF CONTRACT

- 3.1 The appointment to the Department's panel of attorneys will be for a period of three (3) years from the date of appointment to the panel.
- 3.2 Only legal practices established in accordance with the provisions of the Legal Practice Act No. 28 of 2014, as amended will be considered for this tender.
- 3.3 The requirements of the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000) will be applicable to the selection process in respect of this tender.
- 3.6 A contract may be signed with each member appointed to the panel.
- 3.7 Successful firms of attorneys will be required to sign confidentiality and indemnity agreements with the Department.
- 3.8 The basis of engaging firms of attorneys will be on an assignment basis and successful firms will be assigned work as and when required. For every assignment, a letter of appointment will be issued to the assigned firm of attorneys.
- 3.9 The cost of every assignment will be negotiated with the successful panel members.
- 3.10 The appointment to the Department's panel of attorneys does not guarantee assignment of any work to any of the successful firms of attorneys.
- 3.11. The Department reserves the right to interview panel members that are short-listed for specific assignments.
- 3.12 The Department may, at its sole discretion, award an assignment or any part thereof to more than one panel member.
- 3.13 A firm of attorneys assigned any work may not cede, assign or sub-contract any part thereof to any person unless with the written consent of the Department or as may be required by the applicable laws, for instance, where correspondent attorneys may be necessary.
- 3.14 The firms of attorneys will also be required to ensure transfer of skills to in-house legal advisors of the Department.
- 3.15 More experienced firms may be required to "twin" with other firms of lesser experience on the panel, to transfer skills in order to ensure transformation of the legal sector.
- 3.16 Assignments awarded in the last three months of the term of appointment will be allowed to continue after expiry of the term of the appointment.
- 3.17 The firms of attorneys must declare any interest it has in an assignment as well as declare any possible conflict of interest with the Department in the pursuance of the proposed assignment.
- 3.18 In the event that any conflict of interest is discovered during the assignment, the Department reserves the right to summarily cancel the agreement and demand that all information, documents and property of the Department be returned forthwith.
- 3.19 All copyright and intellectual property rights that may result as consequences of the work to be performed will be become the property of the Department.
- 3.20 Firms of attorneys must hand over all documents and information in any format, including copies thereof, that it received from the Department or that it had

- 3.21 Firms of attorneys shall deliver to the Department, on completion of an assignment, any security devices, passwords or protective mechanisms to the soft versions of documents that were written, and the Department will have the right to amend and change these without obligation whatsoever to the firms of attorneys upon completion of the assignment.
- 3.22 Firms with female partners, partners from previously disadvantaged race groups and disabled partners are encouraged to apply and will be given preference.
- 3.23 The general conditions of tender, contract and order will be applicable to this application.
- 3.24 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.

SECTION D: 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 visa versa and with words importing the masculine gender shall include the feminine and the neuter.
2. Under no circumstances whatsoever 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 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 initiated.
13. Use of correcting fluid is prohibited
14. Use of erasable pen is prohibited
15. Bids will be opened in public as soon as practicable after the closing time of bid.
16. Where practical, prices are made public at the time of opening bids.
17. Bidder must initial each and every page of the bid document.

SECTION E: 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 it may have.
 - 3.1 cancel a bid or a contract awarded to such supplier, and the supplier would become liable for any damages if a less favorable bid is accepted or less favorable arrangements are made.
4. The same principles as set out in paragraph 3 above are applicable should the supplier fail to request an update 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 APPLICATION, THE SUPPLIER WILL BE DISQUALIFIED AT THE APPLICATION EVALUATION PROCESS.

**SECTION F: 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 APPLICANT OR AUTHORISED REPRESENTATIVE

DATE:

2.2 Do you, or any person connected with the application, 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 applicant 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 application for this contract? **YES/NO**

If so, furnish particulars:

.....
.....

DECLARATION

I, the undersigned, (name)..... in submitting the accompanying application, 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 application will be disqualified if this disclosure is found not to be true and complete in every respect.
- 3.3 The applicant has arrived at the accompanying application independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium¹ will not be construed as collusive application.
- 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 application, application with the intention not to win the application and conditions or delivery particulars of the products or services to which this application invitation relates.
- 3.4 The terms of the accompanying application have not been, and will not be, disclosed by the applicant, directly or indirectly, to any competitor, prior to the date and time of the official application opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements, or arrangements made by the applicant with any official of the procuring institution in relation to this procurement process prior to

and during the application process except to provide clarification on the application submitted where so required by the institution; and the applicant was not involved in the drafting of the specifications or terms of reference for this application.

I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to applications and contracts, applications 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 APPLICATION 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 applicant

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

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

1. GENERAL CONDITIONS

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

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

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

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

1.3 **To be completed by the organ of state:**

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
Total points for Price and SPECIFIC GOALS	100

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

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

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

3.1.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

80/20

$$Ps = 80 \left(1 - \frac{Pt - Pmin}{Pmin} \right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
- (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system, then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

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

The specific goals allocated points in terms of this tender are as follows:	Applicable or Not Applicable	Number of points allocated (80/20 system)
Ownership by People Living with Disabilities Documentary Proof Required: 1) Original or Certified copy of an original medical certificate from a registered medical practitioner 2) Certified copy of Identity document/s"	Applicable	5
Ownership by Black People Documentary Proof Required: 1) Sworn Affidavit; signed and dated by Commissioner of Oaths	Applicable	5
Ownership by People who are Women Documentary Proof Required: 1) Sworn Affidavit; signed and dated by Commissioner of Oaths 2) Certified Copy of Identity Document/s"	Applicable	10

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. **TYPE OF COMPANY/ FIRM**

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

[TICK APPLICABLE BOX]

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

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

obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
(e) forward the matter for criminal prosecution, if deemed necessary.

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

EME'S AND QSE'S MUST COMPLETE THE FOLLOWING APPLICABLE AFFIDAVIT FORM TO CLAIM PREFERENCE POINTS

SWORN AFFIDAVIT – B-BBEE EXEMPTED MICRO ENTERPRISE

I, the undersigned,

Full name & Surname	
Identity number	

Hereby declare under oath as follows:

The contents of this statement are to the best of my knowledge a true reflection of the facts.

I am a member / director / owner of the following enterprise and am duly authorized to act on its behalf:

Enterprise Name	
Trading Name (If Applicable):	
Registration Number	
Enterprise Physical Address:	
Type of Entity (CC, (Pty) Ltd, Sole Prop etc.):	
Nature of Business:	
Definition of “Black People”	As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013 “Black People” is a generic term which means Africans, Coloureds and Indians – who are citizens of the Republic of South Africa by birth or descent; or who became citizens of the Republic of South Africa by naturalisation- before 27 April 1994; or on or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date;”

Definition of “Black Designated Groups”	<p>“Black Designated Groups means:</p> <p>unemployed black people not attending and not required by law to attend an educational institution and not awaiting admission to an educational institution;</p> <p>Black people who are youth as defined in the National Youth Commission Act of 1996;</p> <p>Black people who are persons with disabilities as defined in the Code of Good Practice on employment of people with disabilities issued under the Employment Equity Act;</p> <p>Black people living in rural and under developed areas;</p> <p>Black military veterans who qualifies to be called a military veteran in terms of the Military Veterans Act 18 of 2011;”</p>
--	--

I hereby declare under Oath that:

The Enterprise is _____% Black Owned as per Amended Code Series 100 of the amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as amended by Act No 46 of 2013,

The Enterprise is _____% Black Female Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,

The Enterprise is _____% Black Designated Group Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,

Black Designated Group Owned % Breakdown as per the definition stated above:

Black Youth % = _____%

Black Disabled % = _____%

Black Unemployed % = _____%

Black People living in Rural areas % = _____%

Black Military Veterans % = _____%

Based on the Financial Statements/Management Accounts and other information available on the latest financial year-end of _____, the annual Total Revenue was R10,000,000.00 (Ten Million Rands) or less

Please Confirm on the below table the B-BBEE Level Contributor, **by ticking the applicable box.**

100% Black Owned	Level One (135% B-BBEE procurement recognition level)	
At least 51% Black Owned	Level Two (125% B-BBEE procurement recognition level)	
Less than 51% Black Owned	Level Four (100% B-BBEE procurement recognition level)	

I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the Owners of the Enterprise, which I represent in this matter.

The sworn affidavit will be valid for a period of 12 months from the date signed by commissioner.

Deponent Signature: _____

Date: ____/____/____

Stamp

Signature of Commissioner of Oaths

SWORN AFFIDAVIT – B-BBEE QUALIFYING SMALL ENTERPRISE

I, the undersigned,

Full name & Surname	
Identity number	

Hereby declare under oath as follows:

The contents of this statement are to the best of my knowledge a true reflection of the facts.

I am a member / director / owner of the following enterprise and am duly authorized to act on its behalf:

Enterprise Name	
Trading Name (If Applicable):	
Registration Number	
Enterprise Physical Address:	
Type of Entity (CC, (Pty) Ltd, Sole Prop etc.):	
Nature of Business:	
Definition of “Black People”	As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013 “Black People” is a generic term which means Africans, Coloureds and Indians – who are citizens of the Republic of South Africa by birth or descent; or who became citizens of the Republic of South Africa by naturalisation- before 27 April 1994; or on or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date;”
Definition of “Black Designated Groups”	“Black Designated Groups means: unemployed black people not attending and not required by law to attend an educational institution and not awaiting admission to an educational institution; Black people who are youth as defined in the National Youth Commission Act of 1996; Black people who are persons with disabilities as defined in the Code of Good Practice on employment of people with disabilities issued under the Employment Equity Act;

	Black people living in rural and under developed areas; Black military veterans who qualifies to be called a military veteran in terms of the Military Veterans Act 18 of 2011;”
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I hereby declare under Oath that:

The Enterprise is _____% Black Owned as per Amended Code Series 100 of the amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as amended by Act No 46 of 2013,

The Enterprise is _____% Black Female Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,

The Enterprise is _____% Black Designated Group Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,

Black Designated Group Owned % Breakdown as per the definition stated above:

Black Youth % = _____%

Black Disabled % = _____%

Black Unemployed % = _____%

Black People living in Rural areas % = _____%

Black Military Veterans % = _____%

Based on the Financial Statements/Management Accounts and other information available on the latest financial year-end of _____, the annual Total Revenue was between R10,000,000.00 (Ten Million Rands) and R50,000,000.00 (Fifty Million Rands),

Please Confirm on the below table the B-BBEE Level Contributor, **by ticking the applicable box.**

100% Black Owned	Level One (135% B-BBEE procurement recognition level)	
At Least 51% black owned	Level Two (125% B-BBEE procurement recognition level)	

I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the Owners of the Enterprise, which I represent in this matter.

The sworn affidavit will be valid for a period of 12 months from the date signed by commissioner.

Deponent Signature: _____

Date: ____ / ____ / _____

Stamp

Signature of Commissioner of Oaths

SECTION I: OFFICIAL BRIEFING SESSION/SITE INSPECTION CERTIFICATE

Applicable		Not Applicable	X
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OFFICIAL BRIEFING SESSION/SITE INSPECTION CERTIFICATE

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

Site/Building/Institution Involved:

Application Reference No:

Goods/Service/Work: _____

This is to certify that (Applicant's representative name)

On behalf of (company name)

Visited and inspected the site on ____/____/____ (date) and is therefore familiar with the circumstances and the scope of the service to be rendered.

Signature of Applicant or Authorized Representative

(PRINT NAME)

DATE: ____/____/____

Name of Departmental or Public Entity Representative

(PRINT NAME)

Departmental Stamp with Signature

SECTION J: EVALUATION PROCESS OF CONTRACT

This bid is subject to the Preferential Procurement Policy Framework Act and the Preferential Procurement Regulations, 2022; the General Conditions of Contract (GCC) and the following applicable other Special Conditions of Contract.

The offers must remain valid for a period of 120 days from the closing date of the submission of bids.

1. CONTRACT PERIOD

1.1 Three (03) years.

2. EVALUATION CRITERIA

There are 3 (three) evaluation phases in the selection process

2.1 PHASE 1: ADMINISTRATIVE COMPLIANCE

Check and verify compliance with the submission and completion of the compulsory Bid Documents

Failure to comply with any of the sections contained in the Bid Document that constitute step 1 will

Render the Bid invalid.

Compliance with Bid Regulations (registration with CSD and other prescript requirements)

2.2 PHASE 2: MANDTORY CRITERIA SUBMISSION REQUIREMENTS

Firms of attorneys who do not submit one or more of the following items will be regarded as non-responsive:

The following must be included in the application:		✓
2.2.1.	Proof of registration with the relevant Legal Practice Council.	
2.2.2.	A valid fidelity fund certificate issued in terms of the Legal Practice Act, No 28 of 2014.	
2.2.3.	Letter of Good Standing with the relevant Legal Practice Council, dated within the last 12 months.	
2.2.4.	A firm must provide area of category they wish to bid for as indicated in Annexure B . Should the service provider wish to apply for more than one category they must provide their three proofs of evidence per each category and indicate same in Annexure B. Failure to indicate a category and failure to submit three separate proofs of evidence for each category will lead to an automatic disqualification . NOTE: If a firm has more than one area of specialty, the firm must provide the required examples for each area of specialty, e.g. 3 from construction, plus 3 from procurement, plus 3 from commercial (in total 9 examples).	
2.2.5.	Company Profile of the application of the bidder and areas of specialty: The Company profile must indicate 1.1 Company profile with minimum number of two practicing attorneys in the firm 1.2 Proof that the bidder firm has been in existence and in practice for a continuous period of at least five years, and with at least one partner having ten years' post-admission experience 1.3 Two qualified, experienced support staff members The CV format used to indicate the above is attached as per Annexure C and D	
2.2.6.	Record of attendance to matters – firms to complete Annexure E . Note: For each area of specialty, the bidder is to provide proof of evidence of the communication used – sample or communication record invoices, etc. One proof of evidence per category is required.	

2.4. PHASE 3: SPECIFIC GOALS

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

When the service providers are invited for quotation in a specific category, twenty (20) points will be awarded for specific goals.

(Note to applicants: The applicant must indicate how they claim points for each preference point system.)

The specific goals allocated points in terms of this tender	Applicable	Number of points allocated (80/20 system) (To be completed by the organ of state)
Ownership by People Living with Disabilities Documentary Proof Required: 1) Original or Certified copy of an original medical certificate from a registered medical practitioner 2) Certified copy of Identity document/s"	Applicable	5
Ownership by Black People. Documentary Proof Required: 1) Sworn Affidavit; signed and dated by Commissioner of Oaths	Applicable	5
Ownership by People who are Women Documentary Proof Required: 1) Sworn Affidavit; signed and dated by Commissioner of Oaths 2) Certified Copy of Identity Document/s"	Applicable	10

3. BID APPEAL TRIBUNAL (BAT)

- 3.1 The bidder must, within five working days of receipt of the **notification** of an award, deliver written notification of an intention to appeal.
- 3.2 All award notifications will be published on the departmental website, and where applicable in the relevant newspapers. Service providers will also be notified through an official notification letter.
- 3.3 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.
- 3.4 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.
- 3.5 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.

- 3.6 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.
- 3.7 Award notification on the e-tender portal will only be published once a confirmation of no appeals has been received from Provincial Treasury, therefore, no appeals will be considered after the award information has been published on the ETender portal.

BAT finds its establishment in the Treasury Regulation 16A9.3 and Section 18(1) of the KwaZulu-Natal Supply Chain Management Policy Framework. Treasury Regulation 16A9.3 empowers National and Provincial Treasury to establish a mechanism to consider complaints and make recommendations for remedial actions to be taken for 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 address provided for the lodging of appeals is:

Email: Batsecretariat@kzntreasury.gov.za

The Chairperson
Bid Appeals Tribunal
Private Bag X9082
Pietermaritzburg
3200

SECTION K: 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 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 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 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 that 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:
 - ii) 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
 - iii) a cashier's or certified cheque
 - iv) 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 analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the 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

- a. 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

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

13. Incidental Services

- 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
 - (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
 - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
 - (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and

- (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

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

14 Spare parts

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

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

15 Warranty

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

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

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

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

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

16 Payment

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

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

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

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

17 Prices

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

18 Contract amendments

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

19 Assignment

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

20 Subcontracts

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

21 Delays in the supplier's performance

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

21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.

21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

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

21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without 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 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.
- 23.6.1 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 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 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 wilful 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 19

SECTION L: AUTHORITY TO SIGN A BID

AUTHORITY TO SIGN A BID

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

(I) CLOSE CORPORATION	(II) COMPANIES	(III) SOLE PROPRIETOR	(IV) PARTNERSHIP	(V) CO- OPERATIVE	(VI) JOINT VENTURE CONSORTIUM /	
					Incorporated	
					Unincorporated	

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

.....
 hereby authorise Mr/Mrs/Ms

..... acting in
 the capacity of

.....
 whose signature is

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

NAME	ADDRESS	SIGNATURE	DATE

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

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

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

ANNEXURE A (TERMS OF REFERENCE)

APPOINTMENT OF A PANEL OF PRIVATE ATTORNEY FIRMS TO BE USED BY LEGAL SERVICES FOR THE DEPARTMENT OF PUBLIC WORKS & INFRASTRUCTURE FOR A PERIOD OF THREE (03) YEARS ON AN AD-HOC BASIS

1. Definitions of Acronyms/Glossary

CV	Curriculum Vitae
DPWI	Department of Public Works & Infrastructure
PFMA	Public Finance Management Act
RSA	Republic of South Africa
TOR	Terms of Reference
SLA	Service Level Agreement
SP	Service Provider
KZN	Province of KwaZulu-Natal
VAT	Value Added Tax

2. INTRODUCTION

The Kwazulu-Natal Department of Public Works and Infrastructure (the “Department”) is recognised as custodian of all state-owned land within the Province of Kwazulu-Natal; in addition, the Department is required to act as an implementing agent for other provincial client departments, in order to assist them with their infrastructure and property-related requirements, so that they may achieve their core objectives and ensure service delivery.

3. PURPOSE

The Department’s Legal Services directorate provides a legal support service in order to assist the Department in performing its core functions and minimize the exposure of the Department to legal and regulatory risk. However, it is often necessary to obtain external legal advice on specialized legal issues and accordingly, the purpose of this invitation is to obtain a pre-approved panel of legal services providers, to ensure that a database of specialized legal skills is readily available to the Department, which may be contracted as and when required.

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

Suitably qualified firms of attorneys in the province of Kwazulu-Natal are therefore hereby invited to submit their applications for consideration by the Department.

4. PROJECT OBJECTIVES

4.1 The rationale for the establishment of a panel of legal service providers are 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 when the urgency arises; and
- (c) ensure efficiency in the department, the legal service providers will be placed on the Panel to be utilized on a rotational basis when the need arises.

4.2 KEY OUTPUT

The Service Provider will be required to:

- (a) Represent the department and the Honourable MEC in matters relating to legal matters concerning the department when required to do so;
- (b) Provide legal advisory services on an ad hoc basis when required to do so;
- and (c) Provide legislative drafting for the department when required to do so.

5. SCOPE OF WORK

5.1 The successful firms of attorneys will be required to render legal services to the Department in the following areas:

- 5.1.1 Construction and built environment legal issues/litigation/arbitration
- 5.1.2 Public procurement and administrative law/litigation/arbitration
- 5.1.3 Commercial law litigation/arbitration
- 5.1.4 Labour law litigation/arbitration
- 5.1.5 Land legal/property law disputes/litigation
- 5.1.6 Conveyancing

6. PANEL SELECTION CRITERIA

6.1 Selection of service providers in a panel

6.1.1 Estimated cost up to R1 000 000,00 (Quotation process)

All service providers on the panel in a particular category will be invited to submit quotations as and when required. The service provider that has been awarded in a particular category will not be included in the following invitations until all service providers have been given an opportunity to compete. It must be noted that there must be a minimum of 3 quotations for transactions less than R1 000 000,00 hence when 2 service providers are left to rotate, the entire list of service providers in the respective category will be invited. Price and preference points will be calculated in line with preferential Policy Framework Regulations.

6.1.2 Estimated cost above R1 000 000,00

All Service Providers in the respective category will be invited for transactions estimated to be above R1 000 000,00. Price and preference points will be calculated in line with preferential Policy Framework Regulations through bid committees.

7. SELECTION OF CATEGORIES

Attorneys' firms must indicate whether they would like to serve in more than one category of the panel as per Annexure 1. **Should the service provider wish to apply for more than one category they must provide their proposals per each category and indicate same in Annexure 1. Failure** to indicate a category and failure to submit a separate proposal for each category will lead to an **automatic disqualification**.

The selection of the attorneys' firms to be placed on the panel will be subject to the criteria set out in category of work to be provided. The Department reserves the right to determine the number of attorneys' firms appointed to each panel in the panel. A firm may apply for all six categories if it meets all specified requirements of each category for the bid proposals.

8. RATES

- (I) Service providers are to note that they cannot exceed the appropriate rate to be charged by a firm for attorney-and-client fees, which is set at the MAXIMUM amount of **R 2,500.00 (Two Thousand, Five Hundred Rand)** per hour exclusive of VAT, but excluding all disbursements, including, but not limited to, Counsel fees, where Counsel has been briefed, however the rates are subject to change within the duration of the three years contract. For the purpose of this panel, no prices are required at this time.

- (II) When submitting claims for travel costs, the amount to be used will be determined monthly as per Department of Transport guidelines in terms of the applicable Fuel tariff.
- (III) When photocopying of documents are required, this will be at a cost of R1.00 per page.
- (IV) All other submission of claims will be in line with the applicable tariff prescribed by the Magistrates and High court tariff.

9. DURATION OF THE PROJECT

The panel shall be in place for a period of three (3) years and the department reserves the right to advertise for more service providers within the duration of the panel if it is determined that only one firm is appointed in a specific category. The department reserves the right to re-advertise this tender if the need arises or there are changes to the strategic objectives to the department, which appointment will be in line with the current duration of the project.

All the service providers appointed to the panel will be required to agree to the rate schedule determined by the Department and will be requested to sign a memorandum of agreement upon appointment.

10. REPORTING REQUIREMENTS

The service provider will report directly to Legal Services Director or to the delegated representative of the department as and when required. Qualitative management of the service / performance must be overseen by the department in line with the agreed upon SLA.

ANNEXURE B: CATEGORY SELECTION

CATEGORIES/AREA OF SPECIALITY	PLEASE TICK	EVIDENCE ATTACHED 3 No. per category
CATEGORY A: CONSTRUCTION AND BUILT ENVIRONMENT LEGAL ISSUES/LITIGATION/ARBITRATION		
CATEGORY B: PUBLIC PROCUREMENT AND ADMINISTRATIVE LAW/LITIGATION/ARBITRATION		
CATEGORY C: COMMERCIAL LAW LITIGATION/ARBITRATION		
CATEGORY D: LABOUR LAW LITIGATION/ARBITRATION		
CATEGORY E: LAND LEGAL/PROPERTY LAW DISPUTES/LITIGATION		
CATEGORY F: CONVEYANCING		

A firm must provide area of category they wish to bid for in the above table.

Should the service provider wish to apply for **more than one category** they **must provide their three proofs of evidence per each category** and indicate same in Annexure B above.

Failure to indicate a category and failure to submit three separate proofs of evidence for each category will lead to an **automatic disqualification**.

NOTE: If a firm has **more than one** area of specialty, the firm must provide the required examples for **each** area of specialty, e.g. 3 from construction, plus 3 from procurement, plus 3 from commercial (in total 9 examples).

ANNEXURE C: CV FORMAT – PRACTICING ATTORNEYS

Proposed role in the firm:

1. Family name:
2. First names:
3. Date of birth:
4. Nationality:
5. Civil status:
6. Years post admission and Council registration number:
7. Education:

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

8. Language skills: Indicate competence on a scale of 1 to 5 (5 - excellent; 1 basic)

Language	Reading	Speaking	Writing
English			
Afrikaans			
IsiZulu			

9. Membership of professional bodies:
10. Other skills: (e.g. Computer literacy, etc.)
11. Present position:
12. Years within the firm:
13. Key qualifications: (Relevant to the category)
14. Professional Experience

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

15. Other relevant information (e.g., Publications)

ANNEXURE D: CV FORMAT – SUPPORT STAFF

Proposed role in the firm:

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

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

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

Language	Reading	Speaking	Writing
English			
Afrikaans			
IsiZulu			

8. Other skills: (e.g. Computer literacy, etc.)
9. Present position:
10. Years within the firm:
11. Key qualifications: (Relevant to the category)
12. Professional Experience

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

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

ANNEXURE E: RECORD OF ATTENDANCE TO MATTERS

RECORD OF ATTENDANCE TO MATTERS (HOW OFTEN A FIRM ATTENDS TO MATTERS IN THE AREAS OF SPECIALTY)

Note: For each area of specialty, the bidder is to provide proof of evidence of the communication used – sample or communication record invoices, etc. One proof of evidence per category is required.

Area of Specialty/Category	Daily	Weekly	Monthly	Every 12 months	Once a year	Not Applicable
Construction and built environment law matters						
Public procurement and administrative law matters						
Commercial law matters						
Land legal/property law matters						
Conveyancing						
Labour Law						