



INVITATION TO BID

PART A

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	SCMU3-25/26-0007-HO	CLOSING DATE:	23 JANUARY 2026	CLOSING TIME:	11H00
DESCRIPTION	APPOINTMENT OF A PANEL OF LEGAL PRACTITIONERS FOR THE PROVISION OF PROFESSIONAL LEGAL, ADVISORY AND LITIGATION SERVICES FOR THE EASTERN CAPE DEPARTMENT OF HEALTH FOR A PERIOD OF THIRTY-SIX (36) MONTHS ON AN AS-AND-WHEN REQUIRED BASIS				
BID RESPONSE DOCUMENTS MAY BE SUBMITTED ONLINE ON E-TENDER PORTAL					
www.etenders.gov.za					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Philasande Mtheleli		CONTACT PERSON	Philasande Mtheleli	
TELEPHONE NUMBER	083 303 3728		TELEPHONE NUMBER	083 303 3728	
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	Philasande.mtheleli@echealth.gov.za		E-MAIL ADDRESS	Philasande.mtheleli@echealth.gov.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?		<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					

PART B TERMS AND CONDITIONS FOR BIDDING

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

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

SIGNATURE OF BIDDER:

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

DATE:

SCMU3-25/26-0007-HO APPOINTMENT OF A PANEL OF LEGAL PRACTITIONERS FOR THE PROVISION OF PROFESSIONAL LEGAL, ADVISORY AND LITIGATION SERVICES FOR THE EASTERN CAPE DEPARTMENT OF HEALTH FOR A PERIOD OF THIRTY-SIX (36) MONTHS ON AN AS-AND-WHEN REQUIRED BASIS


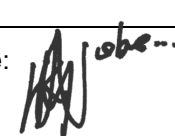

Revision			
Drafted By: SM Demand	Date: 25/11/2025	Name: P. Mtheleli	Signature: 
Approved Chairperson BSC By:	Date: 25/11/25	Name: Adv K. Nabe	Signature: 
Advert Approved By: GM: SCM	Date: 27/11/2025	Name: Ms C. Mgijima	Signature: 

TABLE OF CONTENTS

INVITATION TO BID (SBD 1)

Part 1 – Special Conditions of Bid

Part 2 – Conditions of Contract and Operational Requirements

Part 3 – Terms of Reference

Part 4 – Bid Forms and related documentation.

<u>Schedule A</u>	Government Procurement: General Conditions of Contract
<u>Schedule B</u>	Pricing Schedule (SBD 3.1)
<u>Schedule C</u>	Declaration of Interest (SBD 4)
<u>Schedule D</u>	Qualifications and experience
<u>Schedule E</u>	Organisation type
<u>Schedule F</u>	Organisational Structure
<u>Schedule G</u>	Details of Bidder's nearest office
<u>Schedule H</u>	Financial Particulars
<u>Schedule I</u>	Preference Points Claim Forms (SBD 6.1)

DEFINITIONS

The rules of interpretation and defined terms contained in the General Conditions of Contract (GCC) shall apply to this invitation to bid unless the context requires otherwise. In addition, the following terms used in this invitation to bid shall, unless indicated otherwise, have the meanings assigned to such terms in the table below.

DoH	means the Eastern Cape Department of Health acting for and on behalf of the Eastern Cape Provincial Government;
Invitation to bid	means this invitation to bid comprising <ul style="list-style-type: none"> ○ The cover page and the table of content and definitions ○ Part 1 which details the Conditions of Bid; ○ Part 2 which details the Conditions of Contract and Operational Requirements; ○ Part 3 which details the bid strategy ○ Part 4 which details the Specifications relating to the Technology / Services ○ Part 5 which contains all the requisite bid forms and certificates; As read with GCC – <i>General Conditions of Contract</i>
Services	means the services defined on the cover page of this invitation to bid and described in detail in the Specifications;
Specifications	means the specifications contained in Part 4 of this invitation to bid;

PART 1

SPECIAL CONDITIONS OF BID

1. BACKGROUND AND INTRODUCTORY PROVISIONS

Refer to Part 3 of this invitation to bid for background and introductory information relating to the Services and this invitation to bid.

2. OFFER AND SPECIAL CONDITIONS

- 2.1 Without detracting from the generality of clause below, bidders must submit a completed and signed Invitation to Bid form (SBD 1) and requisite bid forms attached as Part 5 with its bid. Bidders must take careful note of the special conditions.

- 2.2 **All bids submitted in reply to this invitation to bid should incorporate all the forms, parts, certificates and other documentation forming part of this invitation to bid, duly completed where required.**

- 2.3 In the event that any form or certificate provided in Part 5 of this invitation to bid does not have adequate space for the bidder to provide the requested details, the bidder should attach an annexure to such form or certificate on which the requested details should be provided and the bidder should refer to such annexure in the form or certificate provided.

3. CLOSING TIME OF BIDS AND PROVISIONS RELATING TO SUBMISSION OF BIDS

- 3.1 All bids must be received before the closing time and date stipulated above and must be submitted on e-tender portal (www.etenders.gov.za) No late bid submission will be accepted.

Guide: How to submit a response to the E-tender Portal

1. (<https://www.etenders.gov.za/>)
2. Click "Login"
3. Select "Supplier Login"
4. Type in your Central Supplier Database (CSD) login credentials.
5. Click Browse Opportunities
6. Select Currently Advertised.
7. Click "+" on any tender opportunity you wish to apply for.
8. Click on "Start eSubmission Process"
9. Select Supplier
10. Click "Start response"
11. Check the submission checklist and attached the compulsory documents.
12. Confirm and proceed.

***If you experience difficulties on eSubmission please contact:
021 406 9229 /012 406 9222 or email etenders@treasury.gov.za***

4. ENQUIRIES

Should any bidder have any enquiries relating to this invitation to bid, such inquiries may only be addressed to the person detailed on the cover page to this invitation to bid at the number stipulated.

5. COMPULSORY BID BRIEFING

A Compulsory Bid Briefing session will be held on **MS Teams 1t 11h00 on the 8th December 2025**. Bidders must send an email requesting a link to Philasande.mtheleli@echealth.gov.za on or **before 16h00 on the 5th December 2025**. **Bidders who failed to attend and did not sign the attendance register as proof of attendance will be disqualified.**

6. PRICING

6.1 The bidder must submit details regarding the bid price for the Services on the Pricing Schedule form/s attached as Part 5 – Schedule B which completed form/s must be submitted together with the bid documents.

6.2 Pricing must be stipulated **INCLUSIVE OF VALUE ADDED TAX**.

6.3 It is an express requirement of this invitation to bid that the bidders provide some transparency in respect to their pricing approach. In this regard, bidders must indicate the basis on which they have calculated their pricing by completing all aspects of the Pricing Schedule form Part 5 – Schedule C

7. DECLARATION OF INTEREST

The bidder should submit a duly signed declaration of interest (SBD 4) together with the bid. The declaration of interest is attached as Part 5 – Schedule C.

8. QUALIFICATIONS OF BIDDERS

Bidders must submit detailed information together with their bid of their experience in the relevant trade together with present contracts. These details should be submitted together with the bid on the form attached as Part 5 – Schedule D.

9. PARTNERSHIPS AND LEGAL ENTITIES

In the case of the bidder being a partnership, close corporation or a company, all certificates reflecting the names, identity numbers and address of the partners, members or directors (as the case may be) must be submitted with the bid.

These details should be submitted on the form attached as Part 5 – Schedule E

10. CONSORTIUM / JOINT VENTURE

10.1 It is recognized that bidders may wish to form consortia to provide the Services.

10.2 A bid in response to this invitation to bid by a consortium shall comply with the following

10.2.1 It shall be signed so as to be legally binding on all consortium members;

10.2.2 One of the members shall be nominated by the others as authorized to be the lead member and this authorization shall be included in the agreement entered into between the consortium members;

10.2.3 The lead member shall be the only authorized party to make legal statements, communicate with the DOH and receive instructions for and on behalf of any and all the members of the consortium;

10.2.4 A copy of the agreement entered into by the consortium members shall be submitted with the bid.

10.2.5 Each party to the Consortium must submit a separate valid **COIDA** valid letter of good standing and valid **UIF** letter of good standing.

11. **ORGANISATIONAL PRINCIPLES**

The bidder should submit a clear indication of the envisaged authorized organizational principles, procedures and functions for an effective delivery of the required Service at the relevant Institutions with the bid. These details should be submitted on the form attached as Part 5 – Schedule F

12. **DETAILS OF THE PROSPECTIVE BIDDERS' NEAREST OFFICE TO THE LOCATION OF THE CONTRACT**

The bidder should provide full details regarding the bidders nearest office to the Institutions at which the Services are to be provided (see Part 4 of this invitation to bid). These details should be provided on the form attached as Part 5 – Schedule G which completed form, must be submitted together with the bid.

13. **FINANCIAL PARTICULARS**

Bidders must provide full details regarding its financial particulars and standing, which particulars should be submitted together with the bid on the form attached as Part 5- Schedule H.

14. **PREFERENCE POINTS CLAIM FORMS**

Part 5 – Schedule I contains the Preference Points Claim Forms in terms of Preferential Procurement Regulations to be completed and signed by the bidder to the extent applicable and returned with this bid.

15. **VALIDITY**

Bid documentation submitted by the bidder will be valid and open for acceptance for a period of **120 (One hundred and twenty)** calendar days from the closing date and time stipulated on the front cover of this invitation to bid.

16. **ACCEPTANCE OF BIDS**

The State, the ECDoH does not bind itself to accept either the lowest or any other bid and reserves the right to accept the bid which it deems to be in the best interest of the State even if it implies a waiver by the State, the ECDoH, of certain requirements which the State, the ECDoH, considers to be of minor importance and not complied with by the bidder.

17. NO RIGHTS OR CLAIMS

- 17.1 Receipt of the invitation to bid does not confer any right on any party in respect of the Services or in respect of or against the ECDoH. The ECDoH reserves the right, in its sole discretion, to withdraw by notice to bidders any Services or combination of Services from the bid process, to terminate any party's participation in the bid process or to accept or reject any response to this invitation to bid on notice to the bidders without liability to any party. Accordingly, parties have no rights, expressed or implied, with respect to any of the Services as a result of their participation in the bid process.
- 17.2 Neither the ECDoH, nor any of their respective directors, officers, employees, agents, representatives or advisors will assume any obligations for any costs or expenses incurred by any party in or associated with any appraisal and/or investigation relating to this invitation to bid or the subsequent submission of a bid in response to this invitation to bid in respect of the Services or any other costs, expenses or liabilities of whatsoever nature and howsoever incurred by bidders in connection with or arising out of the bid process.

18. NON-DISCLOSURE, CONFIDENTIALITY AND SECURITY

- 18.1 The invitation to bid and its contents are made available on condition that they are used in connection with the bid process set out in the invitation to bid and for no other purpose. All information pertaining to this invitation to bid and its contents shall be regarded as restricted and divulged on a "need to know" basis with the approval of the ECDoH.
- 18.2 In the event that the bidder is appointed pursuant to this invitation to bid such bidder may be subject to security clearance (screening) prior to commencement of the Services.

19. ACCURACY OF INFORMATION

- 19.1 The information contained in the invitation to bid has been prepared in good faith. Neither the ECDoH nor any of their respective directors, advisors, officers, employees, agents, representatives make any representation or warranty or give any undertaking express or implied, or accept any responsibility or liability whatsoever, as to the contents, accuracy or completeness of the information contained in the invitation to bid, or any other written or oral information made available in connection with the bid and nothing contained herein is, or shall be relied upon as a promise or representation, whether as to the past or the future.
- 19.2 This invitation to bid may not contain all the information that may be required to evaluate a possible submission of a response to this invitation to bid. The bidder should conduct its own independent analysis of the operations to the extent required to enable it to respond to this bid.

20. COMPETITION

- 20.1 Bidders and their respective officers, employees and agents are prohibited from engaging in any collusive action with respect to the bidding process which serves to limit competition amongst bidders.

20.2 In general, the attention of bidders is drawn to Section 4(1)(iii) of the Competition Act 1998 (Act No. 89 of 1998) (the Competition Act) that prohibits collusive bidding.

20.3 If bidders have reason to believe that competition issues may arise from any submission of a response to this bid invitation they may make; they are encouraged to discuss their position with the competition authorities before submitting response.

20.4 Any correspondence or process of any kind between bidders and the competition authorities must be documented in response to this invitation to bid.

21. RESERVATION OF RIGHTS

21.1 Without limitation to any other rights of the ECDOH (whether otherwise reserved in this invitation to bid or under law), the ECDOH expressly reserves the right to: -

21.1.1 Request clarification on any aspect of a response to this invitation to bid received from the bidder, such requests and the responses to be in writing;

21.1.2 Amend the bidding process, including the timetables, closing date and any other date at its sole discretion.

21.1.3 Reject all responses submitted by bidders and embark on a new bid process.

21.1.4 Award the bid to one or more than one service provider.

21.2 **All shortlisted bidders (BAC Level) may be subjected to screening by State Security Agency (SSA)**

22. REQUIREMENTS

22.1 The department will require verifying registration status of the entity with PSIRA; in that regard the bidders must consent to the department to request the information as per attached form Annexures Part- Schedule 5.

22.2.1 The previous performance of the bidder will be considered in the evaluation of the bid.

22.3 **Financial standing of the bidder will be considered for risk analysis and bidders are required to submit documentary proof to demonstrate financial stability in the form of:**

22.4.1 Latest financial statements in the case of Companies

22.4.2 In the case of Close Cooperation (CC) - letter from the financial institution confirming availability of funds or letter of good standing and/or proof from the financial institution indicating a positive rating must be attached or.

22.4.3 Form Part 5 schedule H must be completed accordingly.

PART 2

CONDITIONS OF CONTRACT AND OPERATIONAL REQUIREMENTS

1. CONTRACT

The contract for the supply of the required Service in terms of this invitation to bid shall come into being on the date of issue of the letter of acceptance of the bidders bid by the DoH or any other authorized authority or person (as the case may be) for a period of 36 months. The bidder is further obliged for future support while the contract is in force.

2. FEES AND CHARGES

2.1 **Prices will be firm for the first 12 months and year 2 and year 3 will increase with CPI.**

2.2 Payment of any consideration in terms of the contract shall not constitute acceptance of any defective or non-conforming Services or otherwise relieve Service Provider of any of its obligations under the contract.

2.3 To the extent that the DoH disputes the correctness, nature, extent or calculation of any fees or expenses payable to Service Provider in terms of the contract, DoH shall be entitled to withhold payment of such disputed amounts until such time as such dispute is resolved.

3. GENERAL RESPONSIBILITIES OF THE SERVICE PROVIDER

3.1 ***The DoH's operational requirements.*** The Service Provider shall, in the provision of the required service, have due regard to the operational requirements of the DoH and other parties occupying or operating from the relevant institution, clinic and Office and shall not do, or permit to be done, anything which may negatively impact on such parties' operational requirements.

3.2 ***Problem identification and reporting.*** The Service Provider shall be proactive in reporting any matters which it may become aware of which may impact on the business continuity or operations of the DoH at the relevant institution, clinic and office. Without detracting from the generality of this statement, Service Provider shall: -

- Without delay inform the DoH of all incidents or accidents which may occur at the relevant Complex which involve Service Provider's personnel.
- Co-operate fully with the DoH in analyzing and investigating such incidents or accidents.

3.3 ***Other Service Providers*** The Service Provider acknowledges that it may be required to provide the Services in conjunction with third party service providers and shall, where requested by the DoH, co-operate fully with such persons.

3.4 ***Regulations and statutes*** The Service Provider shall, in the provision of the Services observe and comply with all relevant provisions of all applicable legislation and regulations

3.5 **Compliance with procedures.** It is recorded that during the currency of the contract the DoH may implement procedures and policies at the relevant Institution. The Service Provider shall comply fully with any such reasonable procedures and policies, including the permit to work procedures and health and safety procedures.

- 3.6 The Service Provider shall ensure that it and its personnel shall at all times comply fully with any safety, fire, emergency and security procedures and policies applicable at the relevant Institution.
- 3.7 Should the DoH at any time believe that any member of Service Provider's personnel is failing to comply with any such procedures or policies, the DoH shall be entitled to deny such personnel member access to the relevant premises and require Service Provider to replace such person without delay?
- 3.8 **Service Provider's procedures** The Service Provider shall, upon receipt of a written request from the DoH or its appointed Manager: -

4. **FIRE RISKS**

The contractor shall ensure that its personnel shall, if at any time they believe that any matter constitutes a fire risk, report this immediately to the DOH/Institution and take such remedial action as may be necessary.

5. **ENERGY MANAGEMENT**

The Service Provider shall comply fully with the energy management strategy implemented at the relevant Institution from time to time and shall provide the Services in an energy-efficient manner.

6. **OCCUPATIONAL HEALTH AND SAFETY**

In this clause the term "Act" shall mean the Occupational Health & Safety Act, No. 85 of 1993, as amended from time to time, (including any act which may take its place should it be repealed during the currency of the agreement between the parties) as read with all regulations and standards promulgated in terms of the former Machinery and Occupational Act, No 6 of 1983, as amended, and all regulations & standards promulgated in terms of the Occupational Health & Safety Act from time to time;

The Service Provider: -

- ❖ acknowledges that he is fully aware of the terms and conditions of the Act.
- ❖ acknowledges that he is an employer in its own right with duties and responsibilities as prescribed in the Act;
- ❖ agrees to comply with all rules and regulations implemented by or on behalf of the DoH at the relevant Institution in covering letter relating to health and safety and will inform the DoH immediately should Service Provider for any reason be unable to comply with the provisions of the Act and such rules and regulations.

8. **SERVICE LEVEL AGREEMENT**

It is recorded that the DoH and the service provider will enter into a Service Level Agreement stipulating exact deliverables and terms of payment. Performance measurement provisions shall be reduced to writing in a service level agreement if required and signed by both parties.

9. PERFORMANCE MEASUREMENT PROVISIONS

9.1 *Introduction.*

Service Provider shall provide the Services during the term of the contract in compliance with the quality and related standards stipulated in the Specifications and the service level agreement (if any) contemplated in clause 11 above.

The provisions of Clause 10 document contain the manner in which Service Provider's performance will be measured throughout the term of the contract.

9.2 *Compliance.* For purposes of the contract the compliance by Service Provider with the stipulated responsibilities and service standards will be determined: -

- with reference to the reports provided by Service Provider.
- with reference to reports or complaints received from third parties.
- by means of user satisfaction surveys conducted by DoH
- by means of service reviews, inspections or any audit carried out by or on behalf of the DoH.

9.3 *Records.* Service Provider shall at all times keep full and accurate records of all Services provided in terms of the contract and shall retain such records for the currency of the contract. Upon termination of the contract such records must be provided to the DoH upon request.

9.4 *Measurement of performance*

- Periodic checks: DoH and/or its appointed Technical Support Manager shall carry out periodic checks (the intervals to be determined by DoH) the purpose of which shall be to determine whether Service Provider is providing the Services in accordance with the terms and conditions of the contract if accepted by DoH.
- Service complaints: All service complaints, deviations, non-conforming services and suggestions that are reported to Service Provider by DoH, its appointed facilities manager, or any other party, shall be given proper and speedy consideration by Service Provider. The Service Provider shall investigate complaints, deviations and non-conforming services in accordance with procedures approved by the DoH.
- User satisfaction survey: A user satisfaction survey shall be conducted by DoH at such intervals as DoH may determine to assess service user satisfaction. The user satisfaction survey shall be conducted in such form and in accordance with such procedures as the parties may agree to in writing from time to time.

9.5 *Results of checks, audits and surveys* DoH shall be entitled to utilise the findings of the surveys, checks, audits and reports contemplated above to determine compliance by Service Provider with the service standards and responsibilities stipulated in the contract. It is recorded that the results of the above checks shall, save to the extent that Service Provider

can prove otherwise be binding on Service Provider and DoH shall be entitled to exercise its remedies stipulated in the contract based on such findings.

10. BREACH AND TERMINATION

Bidders are referred to Paragraph 23 of General Conditions of Contract (GCC) relating to failure to comply with conditions of this contract.

11. LOSS AND DAMAGE

Service Provider hereby indemnifies the State, and will hold the State harmless, against any loss or damages which the State may suffer, or any claims lodged against the State by any third party arising out of or relating to any loss that the State or such third party may suffer as a result of, or arising out of any act or omission of any personnel of Service Provider or the failure of Service Provider to provide the Services in accordance with the provisions of the contract.

12. SUB-SERVICE PROVIDERS

Service Provider may only sub-contract its obligations under the contract with the prior written consent of the DoH (or any other authorized authority) and then only to a person and to the extent approved by the DoH or such authority and upon such terms and conditions as the DoH or such authority require. It is recorded that where such consent is given Service Provider shall remain liable to DoH for the performance of the Service

PART 3 - TERMS OF REFERENCE

APPOINTMENT OF A PANEL OF LEGAL PRACTITIONERS FOR THE PROVISION OF PROFESSIONAL LEGAL, ADVISORY AND LITIGATION SERVICES FOR THE EASTERN CAPE DEPARTMENT OF HEALTH FOR A PERIOD OF THIRTY-SIX (36) MONTHS ON AN AS-AND-WHEN REQUIRED BASIS.

1. PURPOSE

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

2. BACKGROUND

- 2.1. The Eastern Cape Department of Health is mandated and committed to providing quality health care services to all its people, ensuring a long and healthy life for all by providing and promoting comprehensive, accessible and affordable quality health care services to improve the life expectancy of the people of Eastern Cape.
- 2.2. While discharging this mandate adverse events sometimes do occur, which often leads to litigation against the Department and these cases contribute to the growing contingent liability. In other instances, the Department is owed sums of money and litigation process becomes the only route to take.
- 2.3. To achieve this, the Department aims to establish a Panel of Legal Practitioners to provide legal services in the specialised field of Medical Malpractice/ Negligence law.
- 2.4. The Department requires the services of qualified Legal Practitioners to render legal services in the above-mentioned field to be appointed for a period of Thirty-Six (36) months.
- 2.5. Bidders that form Joint Ventures (JVs) or Consortiums will not be considered.
- 2.6. Legal Practitioners are invited to submit bids exclusively for services in the area of Medical Malpractice/ negligence law.

3. PROBLEM STATEMENT

- 3.1 The Eastern Cape Department of Health through its Legal Services Directorate is currently experiencing challenges regarding timely and efficient management of its medical negligence litigation. Delays and non-compliance with Rules of Court in these matters pose a significant risk to the Department, often resulting in adverse judgments and high legal costs.
Capacity constraints at the Office of the State Attorney combined with the complex and specialised nature of medical negligence cases have sometimes led to matters not being defended timeously, thereby enabling opposing parties to secure unjustified settlements or awards. The specialised and highly regulated nature of

healthcare services further exacerbates the Department's exposure to disproportionately high medico-legal claims.

3.2 To address these challenges, the Department intends to establish a Panel of Legal Practitioners to provide expert legal services strictly related to the area of medical malpractice / negligence law. This will ensure timely, competent, and cost-effective representation, particularly for urgent or complex matters.

3.3 This approach aligns with Section 217 of the Constitution and Section 38 of the Public Finance Management Act (No. 1 of 1999), which require that the Department contracts services in a manner that is fair, equitable, transparent, competitive, and cost-effective.

Successful bidders may be appointed to provide legal services exclusively for matters pertaining medical malpractice / negligence law, ensuring that the Department can access specialised expertise on an as-needed basis, particularly for urgent or high-complexity matters.

4. OBJECTIVE

4.1. The Department is seized with numerous legal matters pertaining to medical malpractice / negligence litigation that are instituted against it.

4.2. There is therefore a need to defend and institute actions and applications in various courts in the country.

4.3. The Department therefore wishes to invite suitably qualified Legal Practitioners to be listed on a panel to provide services for the above-mentioned area of law.

4.4. Appointment to the Panel will be based on the experience and capacity of the practitioner(s) and/or their experience relating to the above-mentioned area of law.

4.5. The appointed Legal Practitioner(s) will be used on an "as and when" required basis.

5. LEGISLATIVE AND REGULATORY FRAMEWORK

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

5.2. The Special Conditions of Contract (SCC) supplement the GCC. However, when the SCC is in conflict with the GCC, the provisions of the SCC will prevail.

5.3. This bid is subject to, but is not limited to the following:

- 5.3.1. Constitution of the Republic of South Africa (Act 108 of 1996)
- 5.3.2. Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000) and its associated Regulations.
- 5.3.3. Legal Practice Act, 2014 (Act No. 28 of 2014).
- 5.3.4. State Liability Amendment Act, 2011 (Act No. 14 of 2011).
- 5.3.5. Code of Conduct for Legal Practitioners, Candidate Legal Practitioners and Juristic Entities that is published in terms of Section 97 (1) (b) of the Legal Practice Act 14 of 2011

6. DEFINITIONS

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

- 6.1.1 **Day / s** shall mean working day / s, unless specifically stated to the contrary.
- 6.1.2 **Department** refers to the Eastern Cape Department of Health.
- 6.1.3 **HOD** refers to the Head of Department of the Eastern Cape Department of Health.
- 6.1.4 **Lead Practitioner** means the Legal Practitioner at the **Firm or Legal Practice** primarily responsible for the provision of services to the **Department** and shall be a person who has been admitted to appear in the High Court of South Africa for at least ten (10) years prior to closing date of this bid.
- 6.1.5 **Official Responsible** refers to the Director: Legal Services or duly authorized Legal Officer.
- 6.1.6 **Panel of Legal Practitioners** means the firms of Legal Practitioners appointed to provide the services to the **Department**.
- 6.1.7 **Service Level Agreement** means the **Service Level Agreement** to be signed by the successful bidders and the Department, together with all annexures hereto, as well as any directives issued by the **Department** from time to time.

7 SCOPE OF WORK (KEY DELIVERABLES)

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

- 7.1.1 Briefing counsel, when required.
- 7.1.2 Drafting or settling pleadings.
- 7.1.3 Attending all consultations (with Counsel when required).
- 7.1.4 Handling trial of the matter before the Magistrates' Court or High Court.
- 7.1.5 Managing referrals to mediation in terms of Rule 41A of the Uniform Rules
- 7.1.6 Enforcement of judgements/collection.

7.2 Legal Practitioners will be required to render services in all matters relating to Medical Malpractice/Negligence law.

8 SPECIAL CONDITIONS OF CONTRACT

- 8.1 Successful Bidders will be listed on a panel to provide legal services to the Department for a period of Thirty-Six (36) Months and must enter into a Service Level Agreement (SLA) with the Department.
- 8.2 Performance and quality of the work will be a measure of retention in the panel.
- 8.3 The Department reserves the right to remove a bidder from the panel if that Legal Practitioner does not meet the performance standards as per the Service Level Agreement.
- 8.4 The Department may, upon a breach of the Legal Practice Council Code of Conduct or any applicable professional rules, take corrective action up to and including removal from the panel, after giving written notice and affording the Legal Practitioner a reasonable opportunity to make representations
- 8.5 Legal Practitioners awarded the bid to do any work may not cede, assign or sub-contract any part thereof to any person unless with the written consent of the Department or as may be required by applicable laws, for instance, in cases where correspondent Legal Practitioners may be necessary.
- 8.6 Fronting is prohibited. Any bidder found to have fronted shall automatically be disqualified. For contracts already awarded, the contract shall be terminated and any costs borne shall be for the account of the defaulting Bidder. These costs shall include the costs of appointing another Bidder.
- 8.7 Fees shall be charged in accordance with the Department's Service Level Agreement, Tariff of Fees and Milestones. Fees for service rendered shall remain fixed for the first year of the contract and thereafter be adjusted in line with CPI.
- 8.8 All instruction(s) to the Legal Practitioners appointed to the panel shall be issued in writing by the Director: Legal Services or the duly authorised official.
- 8.9 Charging of collapsed fee shall only be permitted with approval of the Director: Legal Services or the duly authorised official.
- 8.10 Appointment to the panel does not guarantee that Legal Practitioners will receive instructions as work will be allocated on an "as and when required" basis.
- 8.11 Work will be allocated to Legal Practitioners using rotational system based on the nature of the case, experience of the Legal Practitioner and field of specialisation.
- 8.12 Briefing of Counsel may only be done after prior consultation with the Department's Director: Legal Services or duly authorised officials and consideration of the Counsel's applicable rates.
- 8.13 Only Counsel who are members of a recognised bar can be appointed to represent the Department and based on the following considerations amongst others:
 - 8.13.1 Tax Compliance status
 - 8.13.2 Years in practice post pupillage
 - 8.13.3 Time and labour required
 - 8.13.4 Novelty and difficulty of the questions involved
 - 8.13.5 Skill required to properly conduct a case.
 - 8.13.6 Customary charges by Counsel of comparable standing
- 8.14 The Department reserves the right not to have any of the recommended Counsel briefed without having to proffer reasons (The Department reserves the right to recommend Counsel for briefing).
- 8.15 The Department reserves the right to subject Legal Practitioners' invoices for assessment and review by the Legal Practice Council.

- 8.16 All payment claims are to be certified by the officials responsible and be approved by the HOD before payment can be effected.
- 8.17 Bidders are to note that the Department will monitor and evaluate the services rendered through its responsible officials.
- 8.18 The Department will carry out site inspections, service evaluations and explanatory meetings in order to verify the nature and quality of services offered by the bidder.
- 8.19 The Department shall be entitled, in its discretion, to remove any Legal Practitioner from the panel before the expiry of the said Thirty-Six (36) months period by written notice and recall all the files in the possession of the said Legal Practitioner.
- 8.20 In the case of a new Legal Practice or conversion, individual Legal Practitioner who will be dealing with the Department matters shall have at least ten (10) years' post admission experience in the relevant field of law.
- 8.21 Legal Practitioners who are litigating against the Department and are awarded the contract Shall, within 7 days after award, terminate their mandate with their clients to ensure that they act in the best interests of the Department.
- 8.22 Legal practitioners have a duty to disclose to the Department the case particulars where such mandates have been terminated consequent to their appointment to the panel. Should a Legal Practitioner be allocated a matter involving a Plaintiff they had previously represented, the Legal Practitioner must immediately notify the Department in writing and formally decline or withdraw from the instruction.
- 8.23 Legal Practitioners must disclose to the Department any conflict of interest that may have an impact on them providing any of the legal services referred to above, irrespective of when it may arise.
- 8.24 The Legal Practitioners must, upon award, furnish an insurance policy in respect of professional liability issued by the Fidelity Fund. This cover shall be maintained under the policy for the duration of the contract period with the Department.
- 8.25 The Legal Practitioners shall at all times maintain an operational IT & telephony capability as required by the Department and shall inform the Department within 24 hours of any breakdown or other issue that may impact communication between the firm and the Department.

8.26 Intellectual property rights:

- 8.26.1 All copyright and intellectual property rights that may result as consequences of the work to be performed shall become the property of the Department.
- 8.26.2 Legal Practitioners must hand over all documents and information in any format, including copies thereof, that it received from the Department or that it had access to during the assignment immediately after completion of the cases to the Department.
- 8.26.3 Legal Practitioners shall deliver to the Department, on completion of a case, any

security devices, passwords or protective mechanisms to the soft versions of documents that were written and the Department will have the right to amend and change these without obligation whatsoever to the Legal Practitioners upon completion of the assignment.

8.27 Skills transfer

8.27.1 Legal Practitioners will also be required to ensure transfer of skills to in-house legal officers or professionals in the employ of the Department and should demonstrate how this should be done. The demonstration will serve as an objective criterion.

8.27.2 The successful Legal Practitioner undertakes to provide the Department with continuous Legal Education and Training, on reasonable notice from the Department, which shall include but not be limited to the provision of seminars, lectures, newsletters, workshops and regular legislative, case law and other updates. The Legal Practitioner shall provide such continuous Legal Education and Training at no additional cost to the Department.

8.27.3 The Department reserves the right, under exceptional circumstances, to appoint practitioners outside the panel.

9 KEY ASPECTS OF THE BID PROPOSAL

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

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

9.1.2 The signed contract, which is inclusive of the GCC, SCC and Technical Specification shall be signed within seven (7) days after the acceptance of award of the bid. SLA which is regarded as a performance agreement by the Department signed off 30 days after signing of the contract with the Accounting Officer or his/her delegate.

9.1.3 The Department reserves the right to –

9.1.4 Negotiate the conditions of this Bid, or

9.1.5 Automatically disqualify a bidder for not accepting these conditions.

9.1.6 If the bidder qualifies the proposal with own conditions and does not specifically withdraw such own conditions when requested upon to do so; the Department may disqualify the bid.

9.1.7 Bidders must submit their bids on or before the stipulated closing date and time. Late bids will not be accepted. To evaluate and adjudicate the bid effectively, it is imperative that bidders submit responsive bids.

9.1.8 Each bidder must attach all applicable documents in support of its bid in accordance with the requirements set out in this bid as well as any other relevant materials, photographs and/or attachments.

- 9.1.9 The department reserves the right to verify any information supplied by the bidder and should the information be found to be false or incorrect, the department shall disqualify the bidder and may further exercise any of the remedies available to it.
- 9.2 Each bid, once submitted, constitutes a binding and irrevocable offer to provide the services on the terms set out in the bid, which offer cannot be amended after its date of submission except for arithmetic errors.

10 BID AWARD AND CONTRACT CONDITIONS

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

11 THE BID AWARD AND ALLOCATION STRATEGY

- 11.1 Subject to Section 2(1)(f) of the Preferential Procurement Policy Act, 200 (Act 5 of 2000), a maximum of ten (10) highest scoring bidders who accepted a standardized all-inclusive hourly rate, will be appointed.
- 11.2 Work will be allocated on a rotational basis, starting with the bidder who scored the highest total point for price and preference, to the lowest scoring bidder.
- 11.3 The department shall conduct market research to determine if bidders did not overquote/underquote their price offers.
- 11.4 Bidders who are perceived to have underquoted their price offers in line with the market prices may be disqualified subject to price justification.
- 11.5 Overcharged Prices shall be subjected to price negotiations, or the department may table the offer to overcharging bidders as a process to kickstart the negotiation process.
- 11.6 In case where any prospective bidder who has been allocated bid in terms of above clauses rejects the award, the allocation shall be re-allocated to the remaining acceptable bidders who were evaluated on price and specific goals until the list is exhausted.

12 CONTRACT MANAGEMENT

- 12.1 Successful bidder(s) must report to ECDoH SCMU Contract Management unit immediately when unforeseen circumstances adversely affect the execution of the contract.
- 12.2 Full particulars of such circumstances, as well as the period of delay, must be furnished.
- 12.3 The management of the contract shall be the sole responsibility of the Supply Chain Management Unit of the Department.
- 12.4 Bidders are to take note that the Department shall endeavor to complete the process of evaluation and award in a period of 120 days, therefore their prices should consider inflationary fluctuations.

13 PRICING AND AWARDING CONDITIONS

- 13.1 The Department shall conduct market research to determine if the preferred bidder(s) did not under- or overquote their offer.
- 13.2 Overquoted rates by the preferred bidder shall be subject to negotiations or rates offered by the Department (as a process to kickstart the negotiations).
- 13.3 All rates charged must be inclusive of business overheads, applicable taxes, and VAT.

NB Successful bidders who are eligible for registration of VAT and are not registered for VAT at the time of bidding must register as required by law within 30 days after award.

- 13.4 Bidders must price all items, and non-applicable items must be marked 'N/A' or '0'.
- 13.5 Where there is a discrepancy between the amounts in figures and in words, the amount in words shall prevail.
 - 13.5.1 If schedule of rates applies and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line-item total as bided shall govern, and the unit rate will be corrected.
 - 13.5.2 Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the bidder's addition of prices, the total of the prices shall govern, and the service provider will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the bided total of the prices.
 - 13.5.3 Consider the rejection of a bid offer if the service provider does not correct or accept the correction of their arithmetical errors in the manner described above.
 - 13.5.4 Bidders are to take note that this bid shall be valid for the period of 180 days, and the validity period may be extended if necessary.

13.6 PRICE ADJUSTMENTS (CONSUMER PRICE INDEX)

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

$$\text{New rate} \times (\text{New CPI} / \text{Old CPI})$$

Where:

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

Old Rate means the original price before the CPI adjustment'

New CPI means the current CPI value; and

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

14 EVALUATION CRITERIA

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

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

14.1 Phase 1: Mandatory Requirements

Legal Practitioners must have at least ten (10) years' post admission experience and in addition must possess specialized expertise and capacity (resources) in the area of law specified in the Scope of Work (paragraph 7 above). Legal Practitioners must indicate compliance with this requirement as follows- "Comply" or "Not comply" with an X:

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

Mandatory Requirements

14.1.1 The bidder(s) must provide a certificate of good standing not older than 6 months, from the appropriate Legal Practice Council in respect of each attorney who will deal with the Department	Comply	Not Comply
14.1.2 The bidder(s) must furnish a valid Fidelity Fund certificate	Comply	Not Comply
13.1.3 The Legal Practitioner must have a trust account which is fully functional and operating in terms of the LPC rules. As proof, please furnish confirmation of account letter from the bank not older than one month.	Comply	Not Comply

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

14.2 PHASE 2: ADMINISTRATIVE COMPLIANCE

- 14.2.1 The Department has prescribed minimum administrative requirements that must be met by all bidders, in order for the former to accept the bid for evaluation. In this regard administrative compliance will be carried out to determine whether the bid comply or not.
- 14.2.2 Where the bidder fails to comply fully with any of the administrative bidding requirements under the bid, or the Department is for any reason unable to verify whether administrative bidding requirements are fully complied with, the Department reserves the right to:
- 14.2.2.1 Reject the bid in question and not evaluate it at all.
 - 14.2.2.2 Give the bidder an opportunity to submit and /or supplement the information and/or documentation provided to achieve full compliance with the administrative bidding requirements. Provided that such information/ documentation can be provided within the period that will be determined by the Department and such supplementary information/ documentation is only administrative and not substantive in nature.
 - 14.2.2.3 The evaluation team shall agree on the timeframe to be granted for bidders to furnish the information required. The maximum number of days shall not exceed seven (7) days.
 - 14.2.2.4 Permit the bid to be evaluated, subject to the outstanding information and/or documentation being submitted prior to the award of the bid.
 - 14.2.2.5 The Department may waive any minor informality or non-conformity or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice any bidder.
- 14.2.3 Verification of experience and other critical documentation may be done.

Bidders shall take note of the following guidelines:

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

Bidders may be given an opportunity to remedy administrative errors or omissions that are not substantive in nature (which does not advance the bidder or provide an advantage to the bidder). This shall be on the discretion of the evaluation committee.

No	ADMINISTRATIVE BIDDING REQUIREMENTS	BIDDER'S RESPONSE (Comply/ Not Comply / Not Applicable)
14.2.4	Submission of the following standard bidding documents (fully completed and signed)	
14.2.5	SBD 1: Invitation to Bid,	
14.2.6	SBD 3.3: Professional Services	
14.2.7	SBD 4: Bidders disclosure NB. All entities that are under the name of the director/shareholder or member or trustees must be declared, irrespective of whether they(companies) are used for bidding or not. Including Joint Venture/ Consortium/Partnership	
14.2.8	Attachment of Central Supplier Database Registration Report (CSD). NB Bidders may attach a <u>CSD REGISTRATION REPORT</u> or provide MAAA Number	
14.2.9	Submission of a completed Annexure A: Portfolio of current and completed contracts	
14.2.10	Bidders must submit proof of Legal Practitioners Indemnity Insurance Fund (LPIIF) to the minimum value of R1,562 500.00	
14.2.11	Attachment of proof of ownership of business site. In the case of leased property, lease agreement spelling out duration of lease (start and termination dates) must be attached.	
14.2.12	The bidder(s) must submit proof of LLB/B PROC/ B IURIS within the Team.	

14.3 PHASE 3: FUNCTIONALITY EVALUATION

Legal Practitioners Experience

14.3.1 The experience must entail track record and experience of the Legal Practitioner in the provision of legal advisory and litigation services to clients at different levels (Individuals, corporates, government departments or organs of state) and involving all hierarchy of courts (High Court, SCA, Constitutional Court). Examples are but not limited to legal advisory and litigation services to clients Contactable References, court judgments, Heads of Argument and Opinions.

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

Work Break-Down Structure / Project Methodology

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

Financial Capacity of the Bidder

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

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

OR

14.3.4.2 An undertaking by the National Credit Regulator (NCR) or Financial Services Provider (FSP) registered institution to provide funding / revolving credit.

OR

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

OR

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

14.4 EVALUATION ON FUNCTIONALITY REQUIREMENTS

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

TOTAL SCORE			100	
ACCEPTABLE MINIMUM SCORE			70	
NO	CRITERIA	WEIGHT	ELEMENT BREAKDOWN	SCORING VALUES
A	Legal Practitioner with at least 10 years' post admission experience. (The bidder must be in good standing to act as a legal practitioner) (Attach a copy of admission certificate, valid certificate of good standing (not older than 06 months), valid Fidelity Fund Certificate) and CV	20	Legal Practitioner with 20 years and above	20
			Legal Practitioner with 18 - 19 years	18
			Legal Practitioner with 16 - 18 years	16
			Legal Practitioner with 12 - 15 years	14
			Legal Practitioner with 10 - 12 years	10

			Legal Practitioner with less than 10 years	0
B	Proof of experience to be demonstrated. (Attach letter(s) of appointment, instructions and referral letters demonstrating work experience in the area of Medical Malpractice / negligence law)	20	5 or more appointment letters, instructions and referral letters.	20
			4 appointment letters, instructions and referral letters	18
			3 appointment letters, instructions and referral letters	16
			2 appointment letters, instructions and referral letters	14
			1 appointment letter, instructions and referral letter.	10
			No proof of experience	0
C	Judgements obtained. The Legal Practitioner must have managed, litigated and obtained written judgements in any of the courts and/or tribunals on the area of Medical Malpractice/Negligence law.	30		
			Proof of 5 judgements in Medical Malpractice/ Negligence	30
			Proof of 4 judgements in Medical Malpractice/Negligence	25
			Proof of 3 judgements covering Malpractice/	20
			Proof of 2 judgements covering Medical Malpractice/Negligence litigation area of law	15
			Proof of 1 judgement covering Medical Malpractice/Negligence litigation area of law	10
			No judgements	0
D	Project Methodology (Break-Down Structure)	Project Methodology Breakdown Structure Shall be allocated points as follows:		
		20	Project Implementation Phase Activities	
			<ul style="list-style-type: none"> Project scope identification of how the Legal Practitioner will execute the mandate and deal with the backlog 	20

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

			transferred to Department's officials	
			<ul style="list-style-type: none"> Reasonable understanding of project scope of how the Legal Practitioner will execute the mandate. The bidder must be able to demonstrate how a case will be handled from taking instructions until finalization of the case Activities are clear, logical and demonstrate an understanding of the project deliverables and time frames The contingency plan is clear and logical. 	15
			<ul style="list-style-type: none"> Average understanding of project scope of how the Legal Practitioner will execute the mandate. The bidder must be able to demonstrate how a case will be handled from taking instructions until finalization of the case Activities are unclear, illogical and demonstrate below average understanding of the project deliverables and time frames. 	10
			<ul style="list-style-type: none"> Below average understanding of project scope of how the Legal Practitioner will execute the mandate. The bidder must be able to demonstrate how a case will be handled from taking instructions until finalization of the case. 	2
			<ul style="list-style-type: none"> Lack understanding of project scope of how the Legal 	0

			Practitioner will execute the mandate.	
E	Financial Capacity (An undertaking by financial institution to provide a Revolving Credit to the bidder. In the event a bidder is awarded contract or proof of overdraft facility in the name of Legal Practitioner or alternatively proof of the Legal Practice's capability to self-fund).	10		
			R 500 001 and above	10
			R 400 001 to R 500 000	8
			R 300 001 to R400 000	6
			R 200 001 to R 300 000	4
			R100 001 to R200 000	2
			R0 to R100 000	0

N.B Bidders must obtain a minimum score of 70 points to be evaluated further. Bidders who fail to obtain a minimum score of 70 points shall be disqualified.

14.5 PHASE 4: EVALUATION ON PRICE AND SPECIFIC GOALS

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

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

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

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

SPECIFIC GOALS

The Department will evaluate the ownership of the bidding entity in relation to the required specific goals when calculating preference points. To be eligible for these points under the Preferential Procurement Policy 2022, bidders must provide valid documentary proof supporting their claim.

15 PREFERENTIAL GOALS:

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

15.1 **Youth:** Bidders must submit Central Supplier Database (CSD) report with percentage of ownership verified from CIPC or CIPC document reflecting percentage of ownership.

15.2 **Women:** Bidders must submit Central Supplier Database (CSD) report with percentage of ownership verified from CIPC or CIPC document reflecting percentage of ownership.

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

15.4 **Enterprise Located in Eastern Cape Province:** Bidders must attach proof of residence of where the enterprise is located

15.5 PHASE 5: EVALUATION ON SITE INSPECTION

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

NO	CONFIRMATION OF AVAILABILITY OF RESOURCE	COMPLY	NOT COMPLY
1.	A Secretary or other administrative support		
2.	Computer with Ms Office 365, including MS TEAM		
3.	Internet		
4.	Email		
5.	Scanner		
6.	Adequate access to research tools		
7.	Printer		
9.	Photocopier		
10.	Telephone		
11.	IT security system to protect private and confidential information while processing information (Including malicious software protection, firewalls and encryption)		
12.	Local Office: "The bidder should be located within the jurisdiction of the Eastern Cape High Court, and no disbursements will be payable for work-related travelling within the jurisdiction"		

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

16 BINDING RATES & ADDITIONAL SERVICES.

- 16.1 The tendered Rate Schedule constitutes the binding ceiling rates for Year 1 (CPI adjustments thereafter per 13.6) of the contract. The Department will remunerate only for services expressly instructed in writing and delivered per the SLA.
- 16.2 Additional work means services not expressly listed in the Terms of Reference or increases in quantities beyond planned activities. No additional work may commence without a prior written instruction issued by the Department. The Department is not liable for work done without such instruction.
- 16.3 Pricing of additional work will be as follows, in order:
- (i) if a matching item exists in the Rate Schedule, apply that unit rate;
 - ii) if no match, apply the closest unit rate (same role/complexity);
 - (iii) if no similar item exists, the rate will be mutually agreed in writing prior to commencement, with reference to comparable panel rates and applicable benchmark tariffs, and shall not exceed the highest comparable panel rate for the same role/activity.
 - (iv) All rates are exclusive of VAT; VAT will be added at the prevailing rate.
- 16.4 Disbursements (experts, sheriffs, transcripts) are reimbursed at cost with receipts, no mark-up, and prior written approval. Counsel is briefed in prior consultation with the Department at approved SC/JC day/hour rates.

17. RATES SCHEDULE / BILL OF QUANTITIES / SUMMARY OF TOTAL OFFERED FEES

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

SBD 3.3

PRICING SCHEDULE

(Professional Services)

SBD 3.3
PRICING SCHEDULE
(Professional Services)

NAME OF BIDDER:	BID NO.:
CLOSING TIME 11:00	CLOSING DATE.....

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

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

9	Email correspondence	P/email					
10	Photocopies per page	P/page					
11	Cell/Phone Call costs	P/minute					
	TOTAL PRICE						
	VAT @ 15 %						
	GRAND TOTAL PRICE (Including VAT)						

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

ANNEXURE A: PORTFOLIO OF CURRENT AND COMPLETED CONTRACTS

The Bidder/s must furnish a list of the following particulars of relevant experience in the provisioning of litigation and advisory services in the Eastern Cape Department of Health for the period of thirty-six (36) months. The bidder must in addition, attach proof of references (Contactable References and Evidence e.g. Contracts, Purchase Orders, Disbursement reports/ Payment Advise must be provided). Failure to furnish the particulars of such information in this Annexure in full shall invalidate the bid.

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

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

			Contract End Date (indicate end date in full)			
	Description/ Nature of services provided (Legal Practitioner's)		Contract Amount (R)			
	Client Reference / Client Contact person (Name)					
	Client Contact Tel. No.		Place (town)			

BIDDER'S DISCLOSURE**1. PURPOSE OF THE FORM**

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

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

2. Bidder's declaration

- 2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest¹ in the enterprise, employed by the state? **YES/NO**

- 2.1.1 If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/ directors / trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below.

Full Name	Identity Number	Name of State institution

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

- 2.2.1 If so, furnish particulars:

.....

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

- 2.3.1 If so, furnish particulars:

.....

3 DECLARATION

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.

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON ENHANCING COMPLIANCE, TRANSPARENCY AND ACCOUNTABILITY IN SUPPLY CHAIN MANAGEMENT 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.

Part 5 – Schedule D

Qualifications and Experience

1. Details of the extent of the bidder's activities and business, e.g. branches etc:

2. A list of existing /previous contracts relating to services which are similar to the Services:

Description of Contract	Period	Contact Person & Tel No.
-------------------------	--------	--------------------------

(Please provide contactable references)

3. The number of years that the bidder has been in the business of providing services which are materially the same as the Services:

4. The name of the person who shall manage the Services:

5. Detail such person's qualifications and experience below:

.....
SIGNATURE OF (ON BEHALF OF) BIDDER

.....
NAME IN CAPITALS

In the presence of:

1.

2.

CONSENT FORM BY THE BIDDER

The bidder shall be bound by all SCM regulatory provision and amendments thereto whether expressly or impliedly indicated in this document.

The Head of Department
Department of Health
Private Bag X0038
BISHO, 5605

Sir/Madam

Granting of authority to request information from any legal entity relevant to this bid

1. I/we acknowledge that the information herein contained shall constitute the basis on which my/our bid is to be considered. I/We grant approval that any source regarding this bid may be fully investigated and that all such information shall be of material importance and directly relevant to the consideration of our bid. I/we further grant my/our consent to such source to provide confidential information.
2. I/We warrant that all the information herein contained is to the best of my/our knowledge and belief true and correct in all material respects and I/We am/are not aware of any information which, should it become known to the Eastern Cape Department of Health, would affect the consideration of my/our bid in any way.
3. The Eastern Cape Department of Health wishes to inform you that all information regarding your personal matters is treated as strictly as confidential.

Director

Signature

Date

Witness

Signature

Date

Part 5 – Schedule E

Organisation type

PARTNERSHIP/CLOSED CORPORATION/COMPANY

(delete which is not applicable)

The bidder comprises of the following partners/members/directors:

1. NAME _____
ADDRESS : _____
ID NUMBER: _____
2. NAME : _____
ADDRESS : _____
ID NUMBER: _____
3. NAME : _____
ADDRESS : _____
ID NUMBER: _____
4. NAME : _____
ADDRESS : _____
ID NUMBER: _____

.....
SIGNATURE OF (ON BEHALF OF) BIDDER

.....
NAME IN CAPITALS

In the presence of:

1.
2.

Part 5 – Schedule F
Organisational structure

1. Provide full details of the organisational structure which will be utilized in the provision of the Services (including where appropriate an organogram)

.....
SIGNATURE OF (ON BEHALF OF) BIDDER

.....
NAME IN CAPITALS

In the presence of:

1.
2.

Part 5 – Schedule G
Details of Supplier's office

1. Physical address of supplier's office

- 2 Telephone No of office: _____

- 3 Time period for which such office has been used by supplier: _____

.....
SIGNATURE OF (ON BEHALF OF) BIDDER

.....
NAME IN CAPITALS

In the presence of:

1.

2.

Part 5 – Schedule H

Financial Particulars

This schedule must be completed by the bidder and submitted together with the bid. **Documentary proof confirming availability of financial resources to execute the contract from the bidder's financial institution and /or Audited Financial Statements must be submitted with the bid.** If this requirement is not complied with in full the bid may be considered invalid

Nature of Service: _____
 Name of bidder: _____
 Bid Number: _____

	<u>FINANCIAL POSITION OF BIDDER</u> I/we hereby certify that I/we have the necessary financial capacity and resources to execute the above contract successfully for the bid amount. I / we hereby attach letter confirming availability of financial resources from the financial institution. I / we give the DOH permission to contact the financial institution below to confirm the information provided. In the absence of the above, a letter confirming that the bidder has applied for financial assistance from any financial institution and that the institution is willing to favourably consider such application in the event that the bidder is successful, will also satisfy the Department.
NAME OF FINANCIAL INSTITUTION	
ADDRESS	
TEL.NO	
FAX NO	
CONTACT PERSON	

.....
SIGNATURE OF (ON BEHALF OF) BIDDER

.....
NAME IN CAPITALS

In the presence of:

1.

2.....

PART 5 - SCHEDULE I

SBD 6.1

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

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

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

1. GENERAL CONDITIONS

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

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

1.2 To be completed by the organ of state

(delete whichever is not applicable for this tender).

a) The applicable preference point system for this tender is the 90/10 preference point system.

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

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

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

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

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

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

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

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

Where

Ps = Points scored for price of tender under consideration
Pt = Price of tender under consideration
Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

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

Where

Ps = Points scored for price of tender under consideration
Pt = Price of tender under consideration
Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
 - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system, then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Historically Disadvantage Individual	2			
Women	2			
Youth	2			
Disability	2			
Military Veterans	1			
Locality	1			
TOTAL	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 contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution, if deemed necessary.

.....
SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME:

.....
DATE:

.....
ADDRESS: