



INVITATION TO BID – KZNERA002-2025

KWAZULU-NATAL ECONOMIC REGULATORY AUTHORITY

APPOINTMENT OF A PANEL OF LEGAL SERVICE PROVIDERS

Bid Document: Free download of Bid Document from KZNERA website: <https://www.kznera.org.za/>

Non-compulsory Virtual Briefing Session

A non-compulsory virtual briefing meeting will be held as follows:

Date: 10 November 2025

Time: 14:00 pm

Service providers who wish to attend the non-compulsory virtual briefing session need to submit their company names, email addresses and telephone number to nonhlanhla.blose@kznera.org.za / faheem.mahomed@kznera.org.za by no later than **7 November 2025**. Only those who send their details will be invited to attend the virtual briefing session.

Queries

All queries in relation to the bid document must be addressed to Mrs Nonhlanhla Blose or Mr Faheem Mahomed on (031) 302 0600 or via email nonhlanhla.blose@kznera.org.za / faheem.mahomed@kznera.org.za. The closing date for queries is **14 November 2025**.

Bid Closing

The bid will close on **01 December 2025 at 12h00**. No late bids will be accepted.

It is the bidder's responsibility to ensure their bid documents are deposited into the tender box located at the address as specified in the bid document. Telegraphic, telephonic, telex, facsimile, e-mail and late Tender Proposals will not be accepted.

KWAZULU-NATAL PROVINCIAL GOVERNMENT BIDDING FORMS

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PART A - INVITATION TO BID

SBD1

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	KZNERA002-2025	CLOSING DATE:	01 DECEMBER 2025	CLOSING TIME:	12H00
DESCRIPTION	APPOINTMENT OF A PANEL OF LEGAL SERVICE PROVIDERS				
BID VALIDITY	120 WORKING DAYS				
BID RESPONSE DOCUMENTS MUST BE POSTED OR DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
BID DOCUMENTS DELIVERED BY HAND/COURIER MUST BE DEPOSITED IN THE BID BOX SITUATED AT:					
1ST FLOOR MARINE BUILDING 22 DOROTHY NYEMBE STREET DURBAN 4000					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	MRS NONHLANHLA BLOSE		CONTACT PERSON	MR MFANELO NGWENYA	
TELEPHONE NUMBER	(031) 302 0600		TELEPHONE NUMBER	(031) 302 0600	
E-MAIL ADDRESS	nonhlanhla.blose@kznera.org.za		E-MAIL ADDRESS	mfanelo.ngwenya@kznera.org.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REG NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] ☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX] ☐ Yes ☐ No
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?		☐ Yes ☐ No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?				☐ YES ☐ NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?				☐ YES ☐ NO	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?				☐ YES ☐ NO	
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?				☐ YES ☐ NO	
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?				☐ YES ☐ NO	
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					

PART B
TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED—(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, 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.

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:

.....

SECTION A

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

PLEASE NOTE THAT THIS BID IS SUBJECT TO TREASURY REGULATIONS 16A ISSUED IN TERMS OF THE PUBLIC FINANCE MANAGEMENT ACT, 1999, THE KWAZULU-NATAL SUPPLY CHAIN MANAGEMENT POLICY FRAMEWORK AND THE GENERAL CONDITIONS OF CONTRACT.

1. Unless inconsistent with or expressly indicated otherwise by the context, the singular shall include the plural and vice versa and with words importing the masculine gender shall include the feminine and the neuter.
2. Under no circumstances 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 initialled.
13. Use of correcting fluid is prohibited.
14. Bids will not be opened in public as soon as practicable after the closing time of bid.
15. Where practical, prices are made public at the time of opening bids.
16. If it is desired to make more than one offer against any individual item, such offers should be given on a photocopy of the page in question. Clear indication thereof must be stated on the schedules attached.
17. Bidder must initial each and every page of the bid document.

SECTION B

REGISTRATION ON THE CENTRAL SUPPLIERS DATABASE

1. In terms of the KwaZulu-Natal Supply Chain Management Policy Framework, all suppliers of goods and services are required to register on the Central Suppliers Database.
2. If you wish to apply for Central Supplier Database (CSD) registration, suppliers may go to www.csd.gov.za to register or call 033 897 4223/4676/4509 for assistance.
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;
 - 3.1. De-register the supplier from the Database,
 - 3.2. Cancel a bid or a contract awarded to such supplier, and the supplier would become liable for any damages if a less favourable bid is accepted or less favourable arrangements are made.
4. The same principles as set out in paragraph 3 above are applicable should the supplier fail to update its information on the Central Suppliers Database, relating to changed particulars or circumstances.
5. If the supplier is not registered at the closing time of bid, the supplier will be disqualified at the bid evaluation process.

SECTION C

**DECLARATION THAT INFORMATION ON CENTRAL SUPPLIER DATABASE (CSD) IS CORRECT AND UP
TO DATE**

(TO BE COMPLETED BY BIDDER)

THIS IS TO CERTIFY THAT I (name of bidder/authorised representative)

.....

WHO REPRESENTS (state name of bidder)

.....

I 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.

CSD NUMBER:

SIGNATURE OF BIDDER:

DATE:

SECTION D

BIDDER'S DISCLOSURE

SBD 4

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:

.....

.....

¹ the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise.

- 2.3 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	
-----	--	----	--

If so, furnish particulars:

.....

.....

3 DECLARATION

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

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

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.

penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....

Signature

.....

Date

.....

Position

.....

Name of bidder

SECTION E

AUTHORITY TO SIGN A BID

The bidder must indicate the enterprise status by signing 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:

(NAME OF BIDDER)

hereby authorise Mr/Mrs/Ms (NAME OF PERSON BEING AUTHORISED)

acting in the capacity of (CAPACITY OF PERSON BEING AUTHORISED)

whose signature is (SIGNATURE OF PERSON BEING AUTHORISED)

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

(LIST OF DIRECTORS/MEMBERS/PARTNERS/SOLE OWNER)

NAME	ADDRESS	SIGNATURE	DATE

(if the space provided is not enough please list all the director in the resolution letter)

Note:

The following document **must** be attached to this form according to the status of the enterprise, in the form of a **resolution authorising the signatory to sign all documents** in connection with this bid and any contract resulting therefrom on behalf of the enterprise, and **such resolution shall include a specimen signature of the signatory.**

Co-operative:	Resolution letter from the directors
Close Corporation:	Resolution letter from the directors
Company:	Resolution letter from the director/s
Sole Proprietor:	Resolution letter from the director
Partnership:	Resolution letter from the director
Joint Venture / Consortium:	Resolution/agreement passed/reached' signed by the authorised representatives of the enterprises

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

Failure to complete, sign and date this form or failure to provide the certificate(s) in the form of a resolution as described above shall result in the tender being considered non-responsive and rejected.

SECTION F

GENERAL CONDITIONS OF CONTRACT

DEFINITIONS: The following terms shall be interpreted as indicated:

- (a) “Closing time” means the date and hour specified in the bidding documents for the receipt of bids.
- (b) “Contract” means the written agreement entered into between the Province and the Contractor, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- (c) “Contract price” means the price payable to the Contractor under the contract for the full and proper performance of his contractual obligations.
- (d) “Corrupt practice” means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.
- (e) “Countervailing duties” are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- (f) “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 recognised new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- (g) “Day” means calendar day.
- (h) “Delivery” means delivery in compliance with the conditions of the contract or order.
- (i) “Delivery ex stock” means immediate delivery directly from stock actually on hand.
- (j) “Delivery into consignees store or to his site” means delivery and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the Contractor bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.

- (k) “Dumping” occurs when a private enterprise abroad market its goods and services 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.
- (l) “Force majeure” means an event beyond the control of the Contractor and not involving the Contractor’s fault or negligence and not foreseeable. Such event may include, but is not restricted to, acts of the Province in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- (m) “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.
- (n) “GCC” means the General Conditions of Contract.
- (o) “Goods” means all the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- (p) “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 Contractor 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 supplies covered by the bid will be manufactured.
- (q) “Local content” means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- (r) “Manufacture” means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- (s) “Order” means an official written order issued for the supply of goods or works or the rendering of a service.
- (t) “Project site” where applicable, means the place indicated in bidding documents.
- (u) “Province” means the procuring Department or Entity, incorporating the KwaZulu-Natal Provincial Legislature.
- (v) “Republic” means the Republic of South Africa.
- (w) “SCC” means the Special Conditions of Contract.

- (x) “Services” means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the Contractor covered under the contract.
- (y) “Written” or “in writing” means handwritten in ink or any form of electronic or mechanical writing.

1. CESSION OF CONTRACTS

- 1.1 The Contract is personal to the Contractor who shall not sub-let, assign, cede or make over the Contract or any part thereof, or any share of interest therein, to any other person without the written consent of the Province, and on such conditions as it may approve.
- 1.2 This sub-clause shall not apply to sub-contracts given to regular suppliers of the Contractor for materials and minor components relating to the goods or services supplied. The Province reserves the right to require the Contractor to submit, for noting, the names of such sub-contractors in order to ascertain their registration on the Provincial Suppliers Database and they must be legal entities.

2. DISCREPANCIES

Should there appear to be any discrepancies, ambiguities or want of agreement in description, dimensions, qualities or quantities in the Contract, the Contractor shall be obliged to refer the matter to the Provinces’ Representative for a decision, before proceeding to execute the Contract or part thereof in respect of which the said discrepancies, ambiguities or want of agreement appear to exist.

3. QUALITY AND GUARANTEE

- 3.1 All Goods supplied shall be equal in all respects to samples, patterns or specifications where such are provided. Any changes to quality or brands will have to be approved by the Province, as this is a change to the conditions of the contract.
- 3.2 Should the Province, after the award of the Contract and/or during the manufacture of the goods specified, decide on a variation or alteration to the specification, either at the suggestion of the Contractor or otherwise, which will be to the Province’s advantage, such variation or alteration shall be performed to the Province’s satisfaction. Any variation in the Contract Price arising there from shall be subject to agreement between the Province and the Contractor.
- 3.3 The Contractor shall not be relieved of his obligations with respect to the sufficiency of the materials and workmanship and the quality of the Goods supplied by the reason of no objection having been taken thereto by the Province’s Representative at the time the Goods were delivered.

- 3.4 The Contractor 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 Contractor 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 Contractor, that may develop under normal use of the supplied goods in the conditions prevailing in the country of the final destination.
- 3.5 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 the Special Conditions of Contract.
- 3.6 The Province shall promptly notify the Contractor in writing of any claims arising under this warranty. The Contractor shall immediately remedy the said defect free of cost to the Province. Should the Contractor delay remedial work in excess of time stipulated by the Province's representative, the Province may have such remedial work executed at the Contractor's expense. Should the Province decide that the defect is such that it cannot be remedied, the Goods may be rejected. Such rejected goods shall be held at the risk and expense of the Contractor and shall, on request of the Province, be removed by him immediately on receipt of notification of rejection. The Contractor shall be responsible for any loss the Province may sustain by reason of such action as the Province may take, in terms of this clause.
- 3.7 The risk in respect of the Goods purchased by the Province under the contract shall remain with the Contractor until such goods have been delivered to the Province.
- 3.8 The principle feature of the Goods and Work are described in the Goods or Services Information, but the Goods or Services Information does not purport to indicate every detail of construction, fabrication or arrangements of Goods and Works necessary to meet the requirements. Omission from the Goods or Services information of reference to any part or parts shall not relieve the Contractor of his responsibility for carrying out the Work as required under the Contract.
- 3.9 If any dispute arises between the Province and the Contractor in connection with the quality and guarantee of the Goods, either party may give the other notice in writing of the existence of such dispute, and the same shall thereupon be referred to arbitration in South Africa by a person mutually agreed upon by both parties. The submission shall be deemed to be a submission to arbitration within the meaning of the terms of the arbitration laws in force in the Republic of South Africa.

4. FAILURE TO COMPLY WITH CONDITIONS AND DELAYED EXECUTION

- 4.1 If a bidder amends or withdraws his/her/their bid after the closing time but before the bidder is notified that his/her/their bid has been accepted, or when notified that

his/her/their bid has been accepted, he/she/they fail/fails, within the period stipulated in the conditions of bid or such extended period as the Province may allow, to sign a contract or to provide security when requested to do so, he/she/they shall, unless the Province decides otherwise, and without prejudice to any other right which the Province may have under paragraphs 4.2 and 4.4, including the right to claim damages if a less favourable bid is accepted or less favourable arrangements are to be made, forfeit any deposit which may have been made with the bid.

- 4.2 Should the contractor fail to comply with any of the conditions of the contract, the Province shall be entitled, without prejudice to any of its other rights, to cancel the contract.
- 4.3 Upon any delay beyond the contract period in the case of a supplies contract, the Province shall, without cancelling the contract, be entitled forthwith 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 supplies delivered later at the contractor's expense and risk, or forthwith to cancel the contract and buy such supplies as may be required to complete the contract, and without prejudice to its rights, be entitled to claim damages from the contractor.
- 4.4 Upon any delay beyond the contract period in the case of a service contract, the Province shall, without prejudice to any other right and without cancelling the contract, be entitled forthwith to arrange the execution of the service not rendered in conformity with the contract or to cancel the contract, and without prejudice to its other rights, be entitled to claim damages from the contractor.
- 4.5 In the event of the Province availing itself of the remedies provided for in paragraph 4.2 -
 - 4.5.1 the contractor shall bear any adverse difference in price of the said supplies services and these amounts plus any other damages which may be suffered by the Province, shall be paid by the contractor to the Province immediately on demand, or the Province may deduct such amounts from moneys (if any) otherwise payable to the contractor in respect of supplies or services rendered or to be rendered under the contract or under any other contract or any other amounts due to the contractor; or
 - 4.5.2 if the Contractor fails to supply the goods or render the service within the period stipulated in the contract, the Province shall have the right, in its sole discretion, to claim any damages or loss suffered.
- 4.6 No damages shall be claimed in respect of any period of delay which the contractor can prove to be directly due to a state of war, sanctions, strikes, lockouts, damage to machinery as a result of accidents, fire, flood or tempest or act of God, which could not be foreseen or overcome by the contractor, or to any act or omission on the part of persons acting in any capacity on behalf of the Province.

- 4.7 If the delivery of the supplies or the rendering of the service is likely to be delayed or is in fact being delayed on account of any of the reasons mentioned in paragraph 4.6, full particulars of the circumstances shall be reported forthwith in writing to the Province and at the same time the contractor shall indicate the extension of the delivery period

5. PATENTS

- 5.1 The Contractor shall pay all royalties and expenses and be liable for all claims in respect of the use of patent rights, trademarks or other protected rights, and hereby indemnifies the Province against any claims arising there from.
- 5.2 The Contractor shall indemnify the Province against all third-party claims of infringement of patent, trademark, or industrial design rights arising from the use of the goods or any part thereof by the Province.

6. PACKAGING, MARKING AND DELIVERY

- 6.1 All goods shall be crated, packed or battened securely in such a manner as to prevent damage during loading, transport and off-loading. Unless otherwise specified, packing cases and packing materials are included in the Contract Price, and shall be and remain the property of the Province.
- 6.2 All goods shall be clearly marked in the manner stated in the Goods or Services Information.
- 6.3 Goods shall be delivered to the address within the Province's area of jurisdiction as set out in the Special Conditions of Contract or Goods and Services Information.
- 6.4 Goods shall be delivered on Weekdays between 08:00 and 16:00, free of all charges, only when ordered upon an official letter or form of order issued by the Province. No goods will be received on Saturdays, Sundays and public holidays. This paragraph (6.4) is applicable only when not excluded in the Special Conditions of Contract.
- 6.5 Goods delivered shall in all cases be accompanied by delivery notes in duplicate, one which will be retained by the Province. The Contractor shall be responsible for the safe delivery as to the quality, quantity and condition of the goods.
- 6.6 Delivery, unless otherwise provided for in the Special Conditions of Contract, shall be affected within seven (7) days from receipt of the order. The Contractor shall advise the Province upon receipt of an order in writing of any anticipated delays, citing reasons therefore and put forward a new anticipated delivery date. The Province may then extend the delivery date, if and as it deems fit.
- 6.7 Should the Contractor fail to supply the material within the time stated in his bid, or within the extended time allowed to him in terms of clause 6.6 hereof, the Province reserves the right (after giving the Contractor seven days notice in writing) to cancel the contract and purchase the materials elsewhere and the bidder shall refund to the Province any extra cost incurred over and above the contract price. No liability shall,

however, be attached to the Contractor if delivery of materials is rendered impossible or delayed by reason of circumstances beyond the Contractor's control.

- 6.8 If the Contractor cannot produce proof satisfactory to the Province that the delay was due to circumstances beyond his control, no price increase after the due date will be recognized.
- 6.9 If at any time the Province ascertains that, due to negligence of the Contractor or for reasons beyond his control:
- 6.9.1 No work on the order has been commenced and in the opinion of the Province, there is little or no prospect of work being commenced in reasonable time;
- 6.9.2 Delivery of any materials is being or is likely to be delayed beyond the delivery date promised, and/or
- 6.9.3 There is little or no prospect of the order being completed within a reasonable time after the promised date; the Province may, by notice to the Contractor in writing, cancel as from the future date specified in such notice, the whole or any part of the order in respect of which material has not been delivered by that date without incurring any liability by reasons of such cancellation. The cases where circumstances beyond the control of the Contractor have delayed commencement or completion of the order, cancellation of the order will be effected by mutual arrangement or where this is not possible by the decision of the Province. The Contractor shall then as soon as possible after such date deliver to the Province that part of the order which has been completed, and payment is to be effected is for the part performance on a proportional basis, subject to the uncompleted part not being an integral or essential part of the contract.
- 6.10 Should a price other than an all-inclusive price be required, this shall be specified in the SCC.

7. CONSIGNMENT OF GOODS

- 7.1 Goods, if delivered by Spoornet may be consigned carriage paid in the Contractor's name, care of the Province to the place of delivery stipulated, but not in the name of the State. Goods consigned to stores located in areas which Spoornet may refuse to deliver, must be done so care of a local agent or to a local depot from which they may be re-delivered by road to such stores.
- 7.2 Contractors shall arrange with Spoornet to deliver goods to the Province's stores during
The hours and on the days that the stores are open.
- 7.3 The Province will not be responsible for any damage, re-delivery charges or any other Charges raised by Spoornet.

- 7.4 Claims on the South African Transport Services or on any other carrier in respect of weight, quantity, damage or loss, shall be made by the Contractor.

8. PAYMENT

- 8.1 The Contractor shall furnish the Province with an invoice accompanied by a copy of the delivery note upon fulfilment of other obligations stipulated in the contract.
- 8.2 Payments shall be made promptly by the Province, but in no case later than thirty days (30) days after submission of an invoice or claim by the Contractor.
- 8.3 Payments will be made in Rand unless otherwise stipulated.
- 8.4 Payments for goods are made by the Province only. Any disputes regarding late or delayed payments must be taken up with the department and if a problem persists, the Supply Chain Management Office can be requested to investigate the delays.

9. INVOICES

All invoices submitted by the Contractor must be Tax Invoices indicating quantity ordered and quantity delivered, the amount of tax charged and the total invoice amount.

10. CONTRACT PRICE ADJUSTMENT

- 10.1 Firm contract prices shall not be subject to adjustment. contract prices which are not firm shall be increased or reduced by the amount of variation between the Cost to Bidder and the actual cost to the Contractor, such variations to be subject to the following conditions:-
- 10.1.1 Where the Cost to Bidder was based on a printed catalogue or list price, the variation shall be the difference between that price list and the price list actually charged. Should it transpire that the Cost to Bidder was not based on the latest available price list at the Date of Bid, the Province shall have the right to elect the price list on which any variation shall be based.
- 10.1.2 Where the Cost to Bidder was based on a quotation by the manufacturer, or where the Contractor is the manufacturer, and the Contract Price was based on the cost of materials and labour ruling at a certain date, the variation in the Contract Price shall be calculated by means of the Steel and Engineering Industries Federation of South Africa (SEIFSA) formula if this is stipulated in the Contract, or if the Province's representative considers it to be appropriate. Where the use of the SEIFSA formula is not appropriate, the variation shall be calculated by means of another formula acceptable to the Province, which shall be indicated in the Special Conditions of Contract. Only those cost increases due to wage increases prescribed by regulating measures having the force of law, or increases in the cost of materials

and railage as may be proven by documentary evidence, or published data, will be considered in determining Contract Price variation.

- 10.1.3 Any difference between Rates and Charges ruling at the time of bid and those actually paid by the Contractor will be for the account of the Province. The Contract Price adjustment arising from any variation in Rates and Charges shall, in every instance, be applied to the appropriate value, or tonnage, of the Goods shipped. Where a variation in the Cost to bidder has been allowed, the contract price shall be adjusted by the product of such variation and every component of Rates and Charges which is based on the value of the Goods, whether or not the costs of such components have varied.
- 10.1.4 No claim for increased costs will be entertained if the Contractor is unable to produce documentation to substantiate Cost to Bidder and Rates and Charges on which the contract price was based and documentation to support his claim. Such documentation must, in the opinion of the Province, adequately support the Contractor's claim. No claim for increased costs to the Contractor arising from negligence on his part, or that of the manufacturer, will be considered.
- 10.1.5 The Contractor shall, in respect of every consignment or shipment of Goods delivered, supply to the Province's Representative documentary evidence of variation, if any, in Cost to Bidder and Rates and Charges.
- 10.1.6 Claims for increased cost shall be submitted with the invoice for the Goods in respect of which the claim is made, or as soon thereafter as possible. Claims shall not be considered if received more than 90 days after the expiry of the Contract unless notice of intention to claim has been given to the Province before such date.
- 10.1.7 In the event of there being no claim by the Contractor for increased costs, the Contractor shall not be entitled to full payment under the Contract before he has submitted to the Province, in his own name or in the name of the manufacturer, a certificate declaring that there have been no adjustments in the cost of manufacture which entitle the Employer to a reduction in the Contract Price as provided for in this clause.

11. REMEDIES IN THE CASE OF DEATH, SEQUESTRATION, LIQUIDATION OR JUDICIAL MANAGEMENT

- 11.1 In the event of the death of a contractor or the provisional or final sequestration of his/her/their estate or of his/her/their cession or transfer of a contract without the approval of the Province or of the surrender of his/her/their estate or of his/her/their reaching a compromise with his/her/their creditors or of the

provisional or final liquidation of a contractor's company/closed corporation or the placing of its affairs under judicial management, the Province may, without prejudice to any other rights it may have, exercise any of the following options :

- 11.1.1 cancel the contract and accept any of the bids which were submitted originally with that of the contractor or any offer subsequently received to complete the contract. In such a case the estate of the contractor shall not be relieved of liability for any claim which has arisen or may arise against the contractor in respect of supplies not delivered or work not carried out by the contractor, under the contract.
 - 11.1.2 Allow the executor, trustee, liquidator or judicial manager, as the case may be, for and on behalf of and at the cost and expense of the estate of the contractor to carry on with and complete the contract.
 - 11.1.3 For and on behalf of and at the cost and expense of the estate of the contractor, itself carry on with and complete the contract and in that event the Province may take over and utilize, without payment, the contractor's tools, plant and materials in whole or in part until the completion of the contract.
- 11.2 Should the Province elect to act in terms of paragraph 11.1.3 it shall give notice of its requirements to the executor, trustee, liquidator or judicial manager of the contractor's estate and should the said executor, trustee, liquidator or judicial manager fail within 14 days of the dispatch of such notice to make provision to the satisfaction of the Province for the fulfillment of such requirements, or should no trustee, liquidator or judicial manager be appointed within 14 days of the occurrence mentioned in paragraph 11.1, the Province may apply any remedy open to it in terms of the contract as if a breach thereof had taken place.
- 11.3 Should the Province act in terms of paragraph 11.1.3 the contractor must leave the premises immediately and may not occupy such premises on account of retention or any other right.

12. LAW TO APPLY

The Contract shall in all respects be construed in accordance with the law of the Republic of South Africa, and any difference that may arise with the law of the Republic of South Africa, and any difference that may arise between the Province and the Contractor in regard to the Contract, shall be settled in the Republic of South Africa.

13. OFFERING OF COMMISSION OR GRATUITY

If the Contractor, or any person employed by him, is found to have either directly or indirectly offered, promised or given to any office bearer of the Province or person in the employ of the Province, any commission, gratuity, gift or other consideration, the Province shall have the right, summarily and without recourse to law and without prejudice to any other legal remedy which

it may have in regard to any loss or additional cost or expenses, to cancel the Contract without paying any compensation to the Contractor.

14. PREFERENCES

14.1 Should the Contractor apply for preferences in the submission of his bid, and it is found at a later stage that these applications were incorrect or made under false pretences, the Province may, at its own right:-

14.1.1 Recover from the Contractor all costs, losses or damages incurred or sustained by the Province as a result of the award of the Contract; and / or

14.1.2 Cancel the contract and claim any damages which the Province may suffer by having to make less favourable arrangements after such cancellation.

14.1.3 The Province may impose penalties, however, only if provision therefore is made in the Special Conditions of Bid.

15. WEIGHTS AND MEASURES

The quantities of goods offered or delivered shall be according to South African standard weights and measures.

16. SECURITY

16.1 Special Conditions of Contract relating to Surety/Guarantee requirement must be dealt with in strict compliance with the Conditions of Bid set out herein.

16.2 In respect of contracts less than R 500 000, the guarantees and sureties required may be based on a risk evaluation conducted by the Province inviting the bid.

16.3 No deposits are required for bid applications for contracts below R 500 000.

17. ORDERS

17.1 Goods shall be delivered and services rendered only upon receipt of a written official order or the signing of a contract with the Province, and accounts shall be rendered as indicated on the official order or in the contract, as the case may be.

17.2 The Province reserves the right to call upon any Contractor during the contract period to make known the following details:

17.2.1 Name of Institution placing order;

17.2.2 Provincial official order number;

17.2.3 Quantity ordered; and

17.2.4 List of items ordered.

18. EXPORT LICENCES

- 18.1 When orders are placed for goods in respect of which an export license from the country of origin of supplies is required, the Contractor shall:
- 18.1.1 Not incur any direct or indirect costs in connection with the supply or dispatch of such supplies before he has obtained such license;
 - 18.1.2 If the government of the country from which the supplies are to be exported refuses, or fails to grant such license within three months of the placing of the order, the order shall be considered to be cancelled and no liability will be accepted for any loss or expenses irrespective of the nature thereof, including loss or expenditure suffered or incurred by the Contractor or any other person in respect of the production, supply, transportation or delivery of such supplies.

19. INSURANCE

- 19.1 The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the SCC.
- 19.2 Any insurance policies taken out by a Contractor to cover goods delivered for a contract must be taken out with a company registered in South Africa in terms of relevant insurance and companies acts.

20. INSPECTION, TESTS AND ANALYSES

- 20.1 In terms of Provincial policy, inspections of a Bidder's goods and services are permitted. Bidders and Contractors must allow reasonable access to premises to officials from the department inviting the bid, or person specially appointed by the Province to carry out inspection or tests. There are two main categories: Firstly, where the bid conditions call for goods to be inspected during the contract period. Secondly, where the inspection results are to be submitted with the bid document.
- 20.2 If it is a bid condition that goods to be produced should at any stage during production or on completion be subject to inspection, the premises of the Contractor shall be open, at all reasonable hours, for inspection by a representative of the Province or of an organization acting on its behalf.
- 20.3 Inspections tests and analyses may be carried out prior to dispatch in regard to such contract goods as may be deemed necessary by the Province, and the Contractor shall provide, if required, all the required facilities for the inspection, tests and analyses of the goods free of charge and shall, if required, provide all the materials, samples and labour and available apparatus which may be required for the purposes of such inspection, tests and analyses free of charge, unless otherwise specified.
- 20.4 If there are no inspection requirements in the bid documents and no mention thereof is made in the letter of acceptance, but during the contract it is decided that inspections shall be carried out, the Province shall itself make the necessary arrangements, including payment arrangements, with the testing authority concerned. The premises of the Bidder Contractor must be open and accessible at all reasonable times for the purposes of these tests.
- 20.5 If the inspection, tests and analyses show the goods or service to be in accordance

with contract requirements, the cost of the inspection, tests and analyses shall be defrayed by the Province calling for such tests or analyses. Where the supplies or services do not comply with the contract, the costs shall be defrayed by the Contractor and the Province shall have the right, without prejudice to any other legal remedy it may have, to deduct such costs from payments due to the Contractor under the contract or under any other contract.

- 20.6 Goods and services which do not comply with the contract requirements may be rejected.
- 20.7 Any goods 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, and such rejected goods shall be held at the cost and risk of the Contractor who shall, when called upon, remove them immediately at his own cost and forthwith substitute them for goods which do comply with the requirements of the contract, failing which such rejected goods shall be returned at the Contractor's cost and risk. Should the Contractor fail to provide the substitute goods forthwith, the Province may, without giving the Contractor a further opportunity to substitute the rejected goods, purchase such supplies as may be necessary at the expense of the Contractor, for example, the transport costs and other expenses regarding the rejected goods must be refunded by the Contractor?
- 20.8 Where imported goods are to be inspected before delivery, the Contractor shall notify his suppliers abroad of the conditions applicable to inspections.
- 20.9 Provisions contained in sub-clause 20.1 and 20.8 shall not prejudice the right of the Province to cancel the contract on account of a breach of the conditions thereof.

21. RESTRICTION OF BIDDING

Without prejudice on any other legal remedies, the Province may impose restrictions on a Bidder in terms of which bids to the Province will not be accepted for such period as determined by the Province. This information may be passed to other provinces or State organizations in the Republic of South Africa. These restrictions may be imposed in terms of the breach of any of the requirements to be met in terms of the accepted bid or contract. The Province may also make a restriction on a bidder from another province or State institution applicable to this Province.

22. CONTRACTOR'S LIABILITY

- 22.1 In the event of the contract being cancelled by the Province in the exercise of its rights in terms of these conditions, the Contractor shall be liable to pay to the Province any losses sustained and/ or additional costs or expenditure incurred as a result of such cancellation, and the Province shall have the right to recover such losses, damages or additional costs by means of set-off from monies due or which may become due in terms of the contract or any other contract or from guarantee provided for the due fulfillment of the contract and, until such time as the amount of such losses, damages or additional costs have been determined, to retain such monies or guarantee or any deposit as security for any loss which the Province may suffer or may have suffered.
- 22.2 The Contractor may be held responsible for any consequential damages and loss sustained which may be caused by any defect, latent or otherwise, in supply or service rendered or if the goods or service as a result of such defect, latent or otherwise, does not conform to any condition or requirement of the contract.

23. PRICE LISTS

Price lists which are part of the contract shall not be amended without the approval of the Province, unless the SCC specify otherwise.

24. SUBMISSION OF CLAIMS

- 24.1 Claims must be submitted within 90 days of the delivery date of items, but the delivery date will be calculated according to the delivery period stipulated in terms of the contract, unless an extension for late delivery has been granted by the Province.
- 24.2 For period contracts, no price increase will be granted within the first 180 days of the contract period. No price increase applications which are submitted later than 90 days after the contract period expired will be considered. The claims shall be accompanied by documentary proof and, if required, an auditor's report sustaining the claim shall be provided.
- 24.3 Claims referring to formulae and indices must be clearly set out in terms of indices or formulae values used to calculate the bid price, and the adjusted indices or values.

25. PROVINCIAL PROPERTY IN POSSESSION OF A CONTRACTOR

- 25.1 Province's property supplied to a Contractor for the execution of a contract remains the property of the Province and shall at all times be available for inspection by the Province or its representatives. Any such property in the possession of the Contractor on the completion of the contract shall, at the Contractor's expense, be returned to the Province forthwith.
- 25.2 The Contractor shall be responsible at all times for any loss or damages to the Province's property in his possession and, if required, he shall furnish such security for the payment of any such loss or damages as the Province may require.

26. RIGHTS TO PROCURE OUTSIDE THE CONTRACT

- 26.1 The Province reserves the right to procure goods outside the contract in cases of urgency or emergency or if the quantities are too small to justify delivery costs, or if the goods are obtainable from another organ of Province or if the Contractor's point of supply is not situated at or near the place where the goods are required or if the Contractor's goods are not readily available.
- 26.2 No provision in a contract shall be deemed to prohibit the obtaining of goods or services from a Province or local authority.

27. AMENDMENT OF CONTRACT

No agreement to amend or vary a contract or order or the conditions, stipulations or provisions thereof shall be valid and of any force and effect unless such agreement to amend or vary is entered into in writing and signed by the contracting parties. Any waiver of the requirement that the agreement to amend or vary shall be in writing.

28. NOTICES

- 28.1 Every written acceptance of a bid shall be posted to the supplier/bidder concerned by registered or certified mail and any other notice to him/her/it shall be posted by

ordinary mail to the address furnished in his bid or to the address notified later by him/her/it in writing and such posting shall be deemed to be proper service of such notice.

- 28.2 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 such notice.

29. INCIDENTAL SERVICES

- 29.1 The Contractor may be required to provide any or all of the following services, including additional services, if any, specified in the Special Conditions of Bid:
- (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 Contractor of any warranty obligations under this contract; and
 - (e) training of the Province's personnel, at the Contractor's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.
- 29.2 Prices charged by the Contractor 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 Contractor for similar services.

30. USE OF CONTRACT DOCUMENTS AND INFORMATION INSPECTION

- 30.1 The Contractor shall not, without the Province'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 Province in connection therewith, to any person other than a person employed by the Contractor 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.
- 30.2 The Contractor shall not, without the Province's prior written consent, make use of any document or information mentioned in GCC clause 30.1 except for purposes of performing the contract.
- 30.3 Any document, other than the contract itself mentioned in GCC clause 30.1 shall remain the property of the Province and shall be returned (all copies) to the Province on completion of the Contractor's performance under the contract or so required by the Province.

- 30.4 The Contractor shall permit the Province to inspect the Contractor's records relating to the performance of the Contractor and to have them audited by auditors appointed by the Province, if so required by the Province.

31. SPARE PARTS

- 31.1 If specified in SCC, the Contractor may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Contractor:
- (a) such spare parts as the Province may elect to purchase from the Contractor, provided that this election shall not relieve the Contractor of any warranty obligations under the contract.
 - (b) In the event of termination of production of the spare parts:
 - (i) Advance notification to the Province of the pending termination, in sufficient time to permit the Province to procure needed requirements; and
 - (ii) Following such termination, furnishing at no cost to the Province, the blueprints, drawings, and specifications of the spare parts, if requested.

32. PENALTIES

- 32.1 Subject to GCC Clause 4, if the Contractor fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the Province 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 delayed goods or unperformed services, using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The Province may also consider termination of the contract in terms of the GCC.

33. ANTI-DUMPING AND COUNTERVAILING DUTIES AND RIGHTS

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

34. GOVERNING LANGUAGE

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.

35. TAXES AND DUTIES

- 35.1 A foreign Contractor shall be entirely responsible for all taxes, stamp duties, licence fees, and other such levies imposed outside the Province's country.
- 35.2 A local Contractor shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the Province.
- 35.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Province 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.

36. PROHIBITION OF RESTRICTIVE PRACTICES

- 36.1 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 collective bidding (or bid rigging).
- 36.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.
- 36.3 If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

SECTION G

TERMS OF REFERENCE



KWAZULU-NATAL ECONOMIC REGULATORY AUTHORITY

TERMS OF REFERENCE (TOR)

APPOINTMENT OF A PANEL OF LEGAL SERVICE PROVIDERS

TENDER NO.: KZNERA002-2025

1. BACKGROUND INFORMATION

1.1. The KwaZulu-Natal Economic Regulatory Authority (“the Regulatory Authority”) is a provincial public entity listed in Schedule 3 Part C of the Public Finance Management Act, 1999 (Act No. 1 of 1999), and is established in terms of 8(1) of the KwaZulu-Natal Economic Regulatory Authority Act, 2024 (Act No. 1 of 2024) (“the Regulatory Act”) with the following objects in mind: - to regulate

- (a) the gaming, horse racing and betting industry in accordance with the applicable national legislation, KwaZulu-Natal Gaming and Betting Act and other relevant provincial legislation; and;
- (b) the liquor industry in accordance with the applicable national legislation, KwaZulu-Natal Liquor Licensing Act, 2010 (Act No. 6 of 2010) and other relevant provincial legislation.

2. PURPOSE

2.1. The purpose of these terms of reference is to invite bids from legal services providers to be appointed to the Regulatory Authority’s panel of legal services providers for a period of three (3) years with an option to extend for a further two (2) year period.

2.2. The Regulatory Authority requests legal services providers of good standing within the legal fraternity to submit bids to provide a wide range of legal services to the Regulatory Authority.

2.3. The Regulatory Authority seeks to procure these legal services from legal services providers that would assist the Regulatory Authority in rendering legal services for specific assignments. The successful bidders (i.e., service providers included on the panel) will not be entitled to a retainer fee.

2.4. Based on the bids submitted, the Regulatory Authority intends to select bidders as per fields/categories of law listed below, and to conclude a Service Level Agreement (SLA) with each successful bidder.

3. SCOPE OF WORK

Appointed service providers will be expected to provide legal services to the entity, which shall include, but not limited to, the following:

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

- (a) Gaming and Betting / Gambling Law;
- (b) Liquor Licensing law;
- (c) Civil Litigation;
- (d) Corporate law;
- (e) Taxation law;

- (f) Employment and Labour Law; and
- (g) Constitutional Law and Administrative Law.

3.2. The panel of legal services providers to be established per category will serve as the panel for the Regulatory Authority's legal requirements.

3.3. The bidders appointed (per category) to the panel of legal services providers will be expected to render legal advice and provide services in relation to a range of matters determined by the activities of the Regulatory Authority.

3.4. Legal services that may be required from bidders include, but are not limited, to the following:

- (a) Drafting of Legal Opinions on various legal aspects pertaining to the mandate of the Regulatory Authority and related matters;
- (b) Advising and representing the Regulatory Authority in legal matters which may include, inter alia, appearances at the CCMA or any Court or quasi-judicial forum in the Republic of South Africa;
- (c) Drafting pleadings, notices and legal documents, and
- (d) Attending to any other matter related to legal issues relevant to the execution of the mandate of the Regulatory Authority.

3.5. Services by the panel of legal services providers will be rendered under supervision of the Senior Manager of the Regulatory Authority's Legal Services Division or delegated official.

4. SERVICE LEVEL AGREEMENT

4.1. On award of the bid, Service Level Agreements (SLA) will be entered into between the Regulatory Authority and the successful service providers which will stipulate the deliverables agreed to between the parties and the penalties payable for non-delivery or performance in terms of the agreement. Should a service provider be unable to meet his/her obligations under the contract, any provisions for cancellation/termination will become applicable.

5. SPECIAL CONDITIONS OF CONTRACT

5.1. This bid and all contracts emanating there from will be subject to the general conditions of contract issued in accordance with the Treasury Regulations 16A published in terms of the Public Finance Management Act, 1999 (Act 1 of 1999).

5.2. The special conditions of contract are supplementary to that of the general conditions of contract.

5.3. Where, however, the special conditions of contract are in conflict with the general conditions of contract, the special conditions of contract prevail.

5.4. Appointment to the panel of legal services providers will be subject to a contract period of five (5) years.

5.5. The Regulatory Authority reserves the right, on a specific case basis, to use alternative legal services providers as approved by the Regulatory Authority. This provision will be invoked in cases where:

- (a) The panel does not have adequate expertise or capacity in a particular area of law (e.g., specialised gambling, liquor, or constitutional litigation matters).
- (b) A conflict of interest arises that prevents the appointment of a panel member.
- (c) Urgent or unforeseen matters require the appointment of a provider with proven expertise not available within the panel.
- (d) Historical or ongoing matters exist where appointing a service provider already familiar with the case will avoid unnecessary duplication of work and prevent fruitless and wasteful expenditure.

5.6. The contract may be reviewed as and when needed, to assess the level of performance of the service provider. In the event that it is found that the service is not satisfactory, the Regulatory Authority reserves the right to cancel the contract with that respective service provider.

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

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

5.9. Appointed service providers shall, for the duration of the Service Level Agreement, comply with the directives issued by the Legal Practice Council of South Africa, including complying with any rules, regulations and such practice directives issued, or as may be issued, by the relevant provincial office of the Legal Practice Council and the relevant codes on professional conduct and ethics.

5.10. Appointment of any bidder to the panel shall not in any way be construed as amounting to either a guarantee or an obligation on the part of the Regulatory Authority that the bidder so appointed shall be entitled to an offer of instructions being issued or request that work be performed upon instructions by the Regulatory Authority.

5.11. The firms of attorneys may not cede or assign any part of its agreement nor subcontract any part of the work assigned to them without the prior written authorisation of the Regulatory Authority.

5.12. Once a need arises, the Regulatory Authority will invite all service providers appointed to the respective category on the panel, to submit quotations for the required services. Depending on the services required, the Regulatory Authority will send out a specification/terms of reference to all service providers appointed on the specific category of the panel, within which a maximum rate

(including disbursements) will be set. In special cases, the Regulatory Authority reserves the right to invite selected or specific service providers appointed to the panel to quote for matters, based on its requirements. Where possible, the maximum number of hours will be determined for each assignment/matter.

5.13. Should it become necessary to brief Counsel on any matter and/or to engage other service providers in connection with the assignment, the service provider must obtain prior approval of the Regulatory Authority.

5.14. Where awards are made during the contractual period and matters have not been finalised by the end of the contract, the contract is deemed to continue until the respective matter is finalised or the assignment is completed.

5.15. The Regulatory Authority shall not pay any disbursements or any travelling time, from the service providers office to the Regulatory Authority's offices in Pietermaritzburg or Durban, to any service provider awarded a contract, under this bid.

5.16. Once the panel is established, the Regulatory Authority reserves the right to review the panel on a yearly basis and may choose to augment the panel by including additional service providers through a new bidding process that is limited to the existing duration of the existing panel.

6. PANEL RULES

6.1. No Guarantee of Work - Appointment to the panel does not constitute a guarantee of work, assignment, or payment by the KZNERA.

- (a) The panel serves as a database of pre-approved service providers per category of law.
- (b) Service providers will only be remunerated for services actually requested, contracted, and delivered in accordance with the approved terms of reference and rates.

6.2. Operation of the Panel:

- (a) Once the panel is established and service providers are appointed into specific categories of law, the panel will operate as follows:
 - ✓ When a need arises, the KZNERA will identify the relevant category of law and invite all panel members appointed to that category.
 - ✓ A brief will be issued to all invited service providers, specifying the scope of work, estimated number of hours (where applicable), and the required level of resources.
 - ✓ Where possible, the brief will include the estimated number of hours so that a total cost per transaction can be established.

- ✓ In special cases, the Regulatory Authority reserves the right to invite selected or specific service providers appointed to the panel to quote for matters, based on its requirements.

- (b) The KZNERA may also include in the brief a maximum rate it is prepared to pay for that transaction. Panel members may quote at or below the maximum rate set.

6.3. Application of the PPPFA - For each invitation, the Preferential Procurement Policy Framework Act (PPPFA) and its Regulations will apply.

- (a) Panel members quoting at the time will be evaluated on the 80/20 preference point system (80 points for price, 20 points for preference (Specific Goals)).
- (b) The specific goals applied during evaluation will be determined by the KZNERA PPPFA Policy in effect at the time of the invitation.
- (c) The Authority reserves the right to amend its specific goals over the duration of the panel, and bidders will be evaluated against the prevailing policy goals at the time of each transaction.

6.4. Negotiation of Rates - The KZNERA reserves the right to negotiate rates with the highest scoring bidder to ensure alignment with market-related rates before award of an assignment.

6.5. Awards and Distribution of Work:

- (a) Awards will be made strictly in line with the PPPFA evaluation outcome (price + preference points).
- (b) The Authority cannot guarantee an equal number of awards per supplier, as all panel members per category, will be invited to compete.
- (c) It is in the best interests of service providers to remain price-competitive and responsive to briefs.

7. DURATION OF THE CONTRACT

7.1. Appointment to the panel of legal services providers will be subject to a contract period of five (5) years.

8. MANDATORY REQUIREMENTS PER CATEGORY OF LEGAL SERVICES

8.1. Gambling Law:

The Regulatory Authority is a regulator of legalized gambling in the KwaZulu- Natal Province and requires the services of legal service providers who specialize in gambling law to provide legal

assistance to the Regulatory Authority. The attorney must meet the following minimum requirements:

- (a) Admission to practice as an Attorney in the Republic of South Africa. (Submit certified admission certificate).
- (b) Must be in possession of a valid current Fidelity Fund Certificate. (Submit a certified copy of a valid Fidelity Fund Certificate).
- (c) Minimum of 2 years post admission experience in Gambling Law. (Bidders are required to submit a curriculum vitae (CV) of the key expert in Gambling Law in the CV format as set out in Annexure 1).
- (d) Right of appearance in the high court (Submit certified copy of right of appearance certificate).

8.2. Liquor Licencing Law

The Regulatory Authority is the regulator of micro-manufacturing and sale of liquor products in the KwaZulu- Natal Province and requires the services of legal service providers who specialize in liquor licensing law to provide legal assistance to the Regulatory Authority. The attorney must meet the following minimum requirements:

- (a) Admission to practice as an Attorney in the Republic of South Africa (Submit certified admission certificate).
- (b) Must be in possession of a valid current Fidelity Fund Certificate. (Submit a certified copy of a valid Fidelity Fund Certificate).
- (c) Minimum of 2 years post admission experience in liquor law. (Bidders are required to submit a curriculum vitae (CV) of the key expert in Liquor Law in the CV format as set out in Annexure 1).
- (d) Right of appearance in the high court (Submit certified copy of right of appearance certificate).

8.3. Civil Litigation

The Regulatory Authority utilizes the services of private law firms to institute or initiate, defend or oppose any legal action or motion proceedings. Legal service providers included in the panel must have litigation experience. The attorney must meet the following minimum requirements:

- (a) Admission to practice as an Attorney in the Republic of South Africa (Submit certified admission certificate).
- (b) Must be in possession of a valid current Fidelity Fund Certificate. (Submit a certified copy of a valid Fidelity Fund Certificate).

- (c) Minimum of 5 years post admission experience as an attorney in Civil Litigation. (Bidders are required to submit a curriculum vitae (CV) of the key expert in civil litigation in the CV format as set out in Annexure 1).
- (d) Right of appearance in the high court (Submit certified copy of right of appearance certificate).

8.4. Corporate law:

The Regulatory Authority requires the services of legal service providers to provide specialist services in various aspects of corporate law through written opinions and otherwise. The attorney must meet the following minimum requirements:

- (a) Admission to practice as an Attorney in the Republic of South Africa (Submit certified admission certificate).
- (b) Must be in possession of a valid current Fidelity Fund Certificate. (Submit a certified copy of a valid Fidelity Fund Certificate).
- (c) Minimum of 3 years post admission experience as an attorney in corporate law. (Bidders are required to submit a curriculum vitae (CV) of the key expert in corporate law in the CV format as set out in Annexure 1).
- (d) Right of appearance in the high court (Submit certified copy of right of appearance certificate).

8.5. Taxation law:

The Regulatory Authority requires the services of legal service providers to provide specialist services in Taxation law through written opinions and otherwise. The attorney must meet the following minimum requirements:

- (a) Admission to practice as an Attorney in the Republic of South Africa (Submit certified admission certificate).
- (b) Minimum of 5 years post admission experience as an attorney in Taxation law. (Bidders are required to submit a curriculum vitae (CV) of the key expert in Taxation law in the CV format as set out in Annexure 1).
- (c) Must be in possession of a valid current Fidelity Fund Certificate. (Submit a certified copy of a valid Fidelity Fund Certificate).
- (d) Right of appearance in the high court (Submit certified copy of right of appearance certificate).

8.6. Employment and Labour Law:

The Regulatory Authority requires the services of legal service providers to provide specialist services in various aspects of labour law including appearance in CCMA and labour court. The attorney must meet the following minimum requirements:

- (a) Admission to practice as an Attorney in the Republic of South Africa (Submit certified admission certificate).
- (b) Must be in possession of a valid current Fidelity Fund Certificate. (Submit a certified copy of a valid Fidelity Fund Certificate).

- (c) Minimum of 5 years post admission experience as an attorney in Employment and Labour law. (Bidders are required to submit a curriculum vitae (CV) of the key expert in Employment and Labour law in the CV format as set out in Annexure 1).
- (d) Right of appearance in the high court (Submit certified copy of right of appearance certificate).

8.7. Constitutional Law and Administrative Law:

The Regulatory Authority requires the services of legal service providers to provide specialist services in Constitutional and Administrative law through written opinions and otherwise. The attorney must meet the following minimum requirements:

- (a) Admission to practice as an Attorney in the Republic of South Africa (Submit certified admission certificate).
- (b) Must be in possession of a valid current Fidelity Fund Certificate. (Submit a certified copy of a valid Fidelity Fund Certificate).
- (c) Must be in possession of a valid current Fidelity Fund Certificate. (Submit a certified copy of a valid Fidelity Fund Certificate).
- (d) Minimum of 5 years post admission experience as an attorney in Constitutional and Administrative law. (Bidders are required to submit a curriculum vitae (CV) of the key expert in Constitutional and Administrative law in the CV format as set out in Annexure 1).
- (e) Right of appearance in the high court (Submit certified copy of right of appearance certificate).

Certified document means a copy of the original document that has been certified as a true copy by a Commissioner of Oaths, in terms of the Regulations Governing the Administering of an Oath or Affirmation, issued under the Justices of the Peace and Commissioners of Oaths Act, 1963 (Act 16 of 1963). The certification must include the commissioner's full names, designation, signature, and official stamp, as required by law. For the purposes of electronic submissions, certification effected through a valid advanced electronic signature or electronic commissioner's stamp, as contemplated in the Electronic Communications and Transactions Act, 2002 (Act 25 of 2002), will be accepted as equivalent to physical certification, provided such certification can be verified.

Should the bidder fail to meet these requirements, the respective returnable document will not be accepted and the bidder may be disqualified.

9. EVALUATION GUIDE

9.1. The selection of the service providers to be placed on the panel will be subject to the mandatory information being submitted and criteria set out in the Evaluation Grid below. A service provider has a right to apply for all seven (7) categories if they meet all specified requirements. Service providers must indicate whether they would like to serve in more than one category of the panel (See section below). Should the service provider desire to be considered in more than one category they must provide separate proposals for each category. **Failure to indicate a category, will lead to an automatic disqualification.**

9.2. Guide for the selection of suitable service providers will be undertaken on the following basis:

- (a) The experience of the firm in the applicable field: Company Experience. The Bidder must submit the following:
 - i. A company profile detailing core service offering and the number of years of experience in the legal fraternity and per legal category, i.e.
 - ✓ Gaming and Betting / Gambling Law;
 - ✓ Liquor licensing law;
 - ✓ Civil Litigation;
 - ✓ Corporate law;
 - ✓ Taxation law;
 - ✓ Employment and Labour Law; and
 - ✓ Constitutional Law and Administrative Law.
 - ii. At least one (1) Reference Evaluation Form (Annexure 2) must be completed and submitted per reference per category being applied for.
 - ✓ Failure to provide at least one (1) Reference Evaluation Form will result in disqualification.
 - ✓ Only Reference Evaluation Forms (Annexure 2) with an overall rating of 3 and above will qualify for points during evaluation.
 - ✓ The Reference Evaluation Form (Annexure 2) must be completed in full - incomplete or incorrectly completed forms will NOT be evaluated.
- (b) The experience of the bidders Lead Attorney/Director per category.
 - i. Bidders must submit a CV of the Lead Attorney/Director for each category.
 - ii. Certified copies of all required information must be submitted with the CVs:
- (c) Admission to practice as an Attorney in the Republic of South Africa (Submit certified admission certificate).
 - ✓ Must be in possession of a valid current Fidelity Fund Certificate. (Submit a certified copy of a valid Fidelity Fund Certificate).
 - ✓ Right of appearance in the high court (Submit certified copy of right of appearance certificate).

- iii. The Lead Attorney/Director CV must demonstrate the number of years of experience.
- iv. Submitted CV must follow the example in Annexure 1.
 - ✓ Failure to provide a CV in attached format (annexure 1) will result in the CV not being considered.
 - ✓ Bidders are limited to the submission of only one (1) CV per category. If two (2) or more CVs are submitted, only the first one indicated in the table below in section 9.4 will be considered.
 - ✓ Any two companies that submit the same CV will be disqualified.
- (d) The experience of the bidders Key Expert per category.
 - i. Bidders must submit the CV of the Key Experts that demonstrates their extensive experience for each category.
 - ii. Certified copies of all required information must be submitted with the CV:
 - ✓ Admission to practice as an Attorney in the Republic of South Africa (Submit certified admission certificate).
 - ✓ Must be in possession of a valid current Fidelity Fund Certificate. (Submit a certified copy of a valid Fidelity Fund Certificate).
 - ✓ Right of appearance in the high court (Submit certified copy of right of appearance certificate).
 - iii. The Key Expert CV must have the required amount of post admission experience as an attorney in the area of category bidding for.
 - iv. Submitted CV must follow the example in Annexure 1.
 - ✓ Failure to provide a CV in attached format (annexure 1) will result in the CV not being considered.
 - ✓ Bidders are limited to the submission of only one (1) CV per category. If two (2) or more CVs are submitted, only the first one indicated in the table below in section 9.4 will be considered.
 - ✓ Any two companies that submit the same CV will be disqualified.
- (e) Business Location
 - i. Bidders must provide proof of office location (e.g., lease agreement, rates bill, Councillor Letter or similar)

See Section 12, Schedule of Returnable Documents, for other items to be submitted with the proposal.

10. EVALUATION

The Evaluation will be based on:

EVALUATION	
Phase 1	Supply Chain Management Administrative Compliance
Phase 2	Mandatory Requirements per Category of Legal Services
Phase 3	Functionality Criteria

10.1. Phase 1: Supply Chain Management Administrative Compliance

- (a) The below are Supply Chain Management Administrative Compliance (Compulsory returnable documents):
- i. In terms of National Treasury instruction note 4A of 2016/17 regarding the National CSD, all bidders must register on the CSD to provide information to be verified through the CSD. Bidder's registration and information on CSD will be verified prior to further evaluation.
 - ii. All bidders are required to complete the Quotation Bidding Document (QBD) in full. Failure to do so will result in disqualification.
 - iii. General conditions of contract must be accepted and signed off. Failure to do so will result in disqualification.

NB: Bidders that fail to submit and or complete any of the required documents shall be disqualified.

Bids that did not comply with all Phase 1: Supply Chain Management Administrative Compliance shall not be considered for Phase 2.

10.2. Phase 2: Mandatory Requirements per Category of Legal Services

- (a) Gaming and Betting / Gambling Law: The key expert must meet the following minimum requirements:
- ✓ Admission to practice as an Attorney in the Republic of South Africa (Submit certified admission certificate).
 - ✓ Must be in possession of a valid current Fidelity Fund Certificate. (Submit a certified copy of a valid Fidelity Fund Certificate).
 - ✓ Minimum of 2 years' experience in Gaming and Betting/Gambling Law. (Bidders are required to submit a curriculum vitae (CV) of the key expert in Gaming and Betting/Gambling Law in the CV format as set out in Annexure 1).

- ✓ Right of appearance in the high court (Submit certified copy of right of appearance certificate).

- (b) Liquor Licencing Law: The key expert must meet the following minimum requirements:
 - ✓ Admission to practice as an Attorney in the Republic of South Africa (Submit certified admission certificate).
 - ✓ Must be in possession of a valid current Fidelity Fund Certificate. (Submit a certified copy of a valid Fidelity Fund Certificate).
 - ✓ Minimum of 2 years' experience in liquor licensing legislation. (Bidders are required to submit a curriculum vitae (CV) of the key expert in Gaming and Betting/Gambling Law in the CV format as set out in Annexure 1).
 - ✓ Right of appearance in the high court (Submit certified copy of right of appearance certificate)

- (c) Civil Litigation: The key expert must meet the following minimum requirements:
 - ✓ Admission to practice as an Attorney in the Republic of South Africa (Submit certified admission certificate).
 - ✓ Must be in possession of a valid current Fidelity Fund Certificate. (Submit a certified copy of a valid Fidelity Fund Certificate).
 - ✓ Minimum of 5 years post admission experience as an attorney in Civil Litigation. (Bidders are required to submit a curriculum vitae (CV) of the key expert in civil litigation in the CV format as set out in Annexure 1).
 - ✓ Right of appearance in the high court (Submit certified copy of right of appearance certificate).

- (d) Corporate law: The key expert must meet the following minimum requirements:
 - ✓ Admission to practice as an Attorney in the Republic of South Africa (Submit certified admission certificate).
 - ✓ Must be in possession of a valid current Fidelity Fund Certificate. (Submit a certified copy of a valid Fidelity Fund Certificate).
 - ✓ Minimum of 3 years post admission experience as an attorney in corporate law. (Bidders are required to submit a curriculum vitae (CV) of the key expert in corporate law in the CV format as set out in Annexure 1).

- ✓ Right of appearance in the high court (Submit certified copy of right of appearance certificate).
- (e) Taxation law: The key expert must meet the following minimum requirements:
- ✓ Admission to practice as an Attorney in the Republic of South Africa (Submit certified admission certificate).
 - ✓ Must be in possession of a valid current Fidelity Fund Certificate. (Submit a certified copy of a valid Fidelity Fund Certificate).
 - ✓ Minimum of 5 years post admission experience as an attorney in Taxation law. (Bidders are required to submit a curriculum vitae (CV) of the key expert in Taxation law in the CV format as set out in Annexure 1).
 - ✓ Right of appearance in the high court (Submit certified copy of right of appearance certificate).
- (f) Employment and Labour Law: The key expert must meet the following minimum requirements:
- ✓ Admission to practice as an Attorney in the Republic of South Africa (Submit certified admission certificate).
 - ✓ Must be in possession of a valid current Fidelity Fund Certificate. (Submit a certified copy of a valid Fidelity Fund Certificate).
 - ✓ Minimum of 5 years post admission experience as an attorney in Employment and Labour law. (Bidders are required to submit a curriculum vitae (CV) of the key expert in Employment and Labour law in the CV format as set out in Annexure 1).
 - ✓ Right of appearance in the high court (Submit certified copy of right of appearance certificate).
- (g) Constitutional Law and Administrative Law: The key expert must meet the following minimum requirements:
- ✓ Admission to practice as an Attorney in the Republic of South Africa (Submit certified admission certificate).
 - ✓ Must be in possession of a valid current Fidelity Fund Certificate. (Submit a certified copy of a valid Fidelity Fund Certificate).
 - ✓ Minimum of 5 years post admission experience as an attorney in Constitutional and Administrative law. (Bidders are required to submit a curriculum vitae (CV) of the

key expert in Constitutional and Administrative law in the CV format as set out in Annexure 1).

- ✓ Right of appearance in the high court (Submit certified copy of right of appearance certificate).

FAILURE TO PROVIDE THE ABOVE WILL LEAD TO DISQUALIFICATION. BIDS THAT DID NOT COMPLY WITH ALL PHASE 2: MANDATORY REQUIREMENTS PER CATEGORY OF LEGAL SERVICES SHALL NOT BE CONSIDERED FOR PHASE 3.

10.3. Phase 3: Functionality Evaluation

(a) Category selection and Key Expert per category

- ✓ Service providers must indicate the category that they are bidding for on the table below and the CV submitted for each category.
- ✓ Annexure 1 CV: must be completed for the key expert/s.
- ✓ Failure to provide a CV in attached format (annexure 1) will result in the CV not being considered.
- ✓ Bidders are **ONLY ALLOWED** to the submission of ONE (1) CV per category. If TWO (2) or more CVs are submitted per category, only the first one per category as indicated in the table below will be considered.

CATEGORY SELECTION AND KEY EXPERT PER CATEGORY (ONLY ONE ENTRY PER CATEGORY ALLOWED)			
LIST OF CATEGORIES	YES/NO	NAME OF LEAD ATTORNEY / DIRECTOR	NAME OF KEY EXPERT
1. Gaming and Betting / Gambling Law			
2. Liquor Licencing Law			
3. Litigation			
4. Corporate law			
5. Taxation law			
6. Employment and Labour Law			
7. Constitutional Law and Administrative Law			

(b) Evaluation Grid

- ✓ Bids will be evaluated strictly according to the bid evaluation criteria stipulated below per category. Bidders must, as part of their bid documents, submit supportive documentation for all requirements.

Category A: Gaming and Betting / Gambling Law

FUNCTIONALITY CRITERIA		SCORE	
MINIMUM REQUIREMENT	ALLOCATION FOR EVALUATION	COMMENT / PROOF TO BE PROVIDED	MAXIMUM POINTS
Number of completed Reference Evaluation Forms (Annexure 2) for Gaming and Betting / Gambling Law with an overall rating of 3 and above	1 Form = 10 points 2 Forms = 20 points > 3 Forms = 30 points	Provide Completed Reference Evaluation Form (Annexure 2) to confirm Gaming and Betting / Gambling Law experience and quality of service rendered.	30 Points
Number of years of experience of the Lead Attorney/Director	0-5 years = 5 point >5-10 years = 10 points >10 years = 20 points	Provide Curriculum Vitae of Lead Attorney/Director	20 Points
A minimum of 2 years' experience in Gaming and Betting / Gambling Law of the Key Expert	2-5 Years = 5 points >5-10 years = 15 points >10 years = 25 points	Provide comprehensive Curriculum Vitae of the Key Expert	25 Points
Office Location	Outside KZN = 5 Points Within KZN = 25 Points	Proof of office location to be submitted (e.g., lease agreement, rates bill, Councillor Letter or similar)	25 Points
TOTAL POINTS FOR GAMING AND BETTING / GAMBLING LAW			100
MINIMUM FUNCTIONALITY THRESHOLD (65 OUT OF 100)			65%

Bids that do not achieve a minimum score of 65 (out of 100) for functionality will be disqualified.

Category B: Liquor Licencing Law

FUNCTIONALITY CRITERIA		SCORE	
MINIMUM REQUIREMENT	ALLOCATION FOR EVALUATION	COMMENT / PROOF TO BE PROVIDED	MAXIMUM POINTS
Number of completed Reference Evaluation Forms (Annexure 2) for Liquor Licensing Legislation with an overall rating of 3 and above	1 Form = 10 points 2 Forms = 20 points > 3 Forms = 30 points	Provide Completed Reference Evaluation Form (Annexure 2) to confirm Gaming and Betting / Gambling Law experience and quality of service rendered.	30 Points
Number of years of experience of the Lead Attorney/Director	0-5 years = 5 point >5-10 years = 10 points >10 years = 20 points	Provide Curriculum Vitae of Lead Attorney/Director	20 Points
A minimum of 2 years' experience in Liquor Licensing Legislation of the Key Expert	2-5 Years = 5 points >5-10 years = 15 points >10 years = 25 points	Provide comprehensive Curriculum Vitae of the Key Expert	25 Points
Office Location	Outside KZN = 5 Points Within KZN = 25 Points	Proof of office location to be submitted (e.g., lease agreement, rates bill, Councillor Letter or similar)	25 Points
TOTAL POINTS FOR LIQUOR LICENCING LAW			100
MINIMUM FUNCTIONALITY THRESHOLD (65 OUT OF 100)			65%

Bids that do not achieve a minimum score of 65 (out of 100) for functionality will be disqualified.

Category C: Civil Litigation

FUNCTIONALITY CRITERIA		SCORE	
MINIMUM REQUIREMENT	ALLOCATION FOR EVALUATION	COMMENT / PROOF TO BE PROVIDED	MAXIMUM POINTS
Number of completed Reference Evaluation Forms (Annexure 2) for Civil Litigation with an overall rating of 3 and above	1 Form = 10 points 2 Forms = 20 points > 3 Forms = 30 points	Provide Completed Reference Evaluation Form (Annexure 2) to confirm Civil Litigation experience and quality of service rendered.	30 Points
Number of years of experience of the Lead Attorney/Director	0-5 years = 5 point >5-10 years = 10 points >10 years = 20 points	Provide Curriculum Vitae of Lead Attorney/Director	20 Points
A minimum of 5 years post admission experience in Civil Litigation	5-10 Years = 5 point >10-15 years = 15 points >15 years = 25 points	Provide comprehensive Curriculum Vitae of the Key Expert	25 Points
Office Location	Outside KZN = 5 Points Within KZN = 25 Points	Proof of office location to be submitted (e.g., lease agreement, rates bill, Councillor Letter or similar)	25 Points
TOTAL POINTS FOR CIVIL LITIGATION			100
MINIMUM FUNCTIONALITY THRESHOLD (65 OUT OF 100)			65%

Bids that do not achieve a minimum score of 65 (out of 100) for functionality will be disqualified.

Category D: Corporate law

FUNCTIONALITY CRITERIA		SCORE	
MINIMUM REQUIREMENT	ALLOCATION FOR EVALUATION	COMMENT / PROOF TO BE PROVIDED	MAXIMUM POINTS
Number of completed Reference Evaluation Forms (Annexure 2) for corporate law with an overall rating of 3 and above	1 Form = 10 points 2 Forms = 20 points > 3 Forms = 30 points	Provide Completed Reference Evaluation Form (Annexure 2) to confirm corporate law experience and quality of service rendered.	30 Points
Number of years of experience of the Lead Attorney/Director	0-5 years = 5 point >5-10 years = 10 points >10 years = 20 points	Provide Curriculum Vitae of Lead Attorney/Director	20 Points
A minimum of 3 years post admission experience in corporate law	3-10 Years = 5 point >10-15 years = 15 points >15 years = 25 points	Provide comprehensive Curriculum Vitae of the Key Expert	25 Points
Office Location	Outside KZN = 5 Points Within KZN = 25 Points	Proof of office location to be submitted (e.g., lease agreement, rates bill, Councillor Letter or similar)	25 Points
TOTAL POINTS FOR CORPORATE LAW			100
MINIMUM FUNCTIONALITY THRESHOLD (65 OUT OF 100)			65%

Bids that do not achieve a minimum score of 65 (out of 100) for functionality will be disqualified.

Category E: Taxation law

FUNCTIONALITY CRITERIA		SCORE	
MINIMUM REQUIREMENT	ALLOCATION FOR EVALUATION	COMMENT / PROOF TO BE PROVIDED	MAXIMUM POINTS
Number of completed Reference Evaluation Forms (Annexure 2) for taxation law with an overall rating of 3 and above	1 Form = 10 points 2 Forms = 20 points > 3 Forms = 30 points	Provide Completed Reference Evaluation Form (Annexure 2) to confirm taxation law experience and quality of service rendered.	30 Points
Number of years of experience of the Lead Attorney/Director	0-5 years = 5 point >5-10 years = 10 points >10 years = 20 points	Provide Curriculum Vitae of Lead Attorney/Director	20 Points
A minimum of 5 years post admission experience in taxation law	5-10 Years = 5 point >10-15 years = 15 points >15 years = 25 points	Provide comprehensive Curriculum Vitae of the Key Expert	25 Points
Office Location	Outside KZN = 5 Points Within KZN = 25 Points	Proof of office location to be submitted (e.g., lease agreement, rates bill, Councillor Letter or similar)	25 Points
TOTAL POINTS FOR TAXATION LAW			100
MINIMUM FUNCTIONALITY THRESHOLD (65 OUT OF 100)			65%

Bids that do not achieve a minimum score of 65 (out of 100) for functionality will be disqualified.

Category F: Employment and Labour Law

FUNCTIONALITY CRITERIA		SCORE	
MINIMUM REQUIREMENT	ALLOCATION FOR EVALUATION	COMMENT / PROOF TO BE PROVIDED	MAXIMUM POINTS
Number of completed Reference Evaluation Forms (Annexure 2) for Employment and Labour Law with an overall rating of 3 and above	1 Form = 10 points 2 Forms = 20 points > 3 Forms = 30 points	Provide Completed Reference Evaluation Form (Annexure 2) to confirm Employment and Labour Law experience and quality of service rendered.	30 Points
Number of years of experience of the Lead Attorney/Director	0-5 years = 5 point >5-10 years = 10 points >10 years = 20 points	Provide Curriculum Vitae of Lead Attorney/Director	20 Points
A minimum of 5 years post admission experience in Employment and Labour Law	5-10 Years = 5 point >10-15 years = 15 points >15 years = 25 points	Provide comprehensive Curriculum Vitae of the Key Expert	25 Points
Office Location	Outside KZN = 5 Points Within KZN = 25 Points	Proof of office location to be submitted (e.g., lease agreement, rates bill, Councillor Letter or similar)	25 Points
TOTAL POINTS FOR EMPLOYMENT AND LABOUR LAW			100
MINIMUM FUNCTIONALITY THRESHOLD (65 OUT OF 100)			65%

Bids that do not achieve a minimum score of 65 (out of 100) for functionality will be disqualified.

Category G: Constitutional Law and Administrative Law

FUNCTIONALITY CRITERIA		SCORE	
MINIMUM REQUIREMENT	ALLOCATION FOR EVALUATION	COMMENT / PROOF TO BE PROVIDED	MAXIMUM POINTS
Number of completed Reference Evaluation Forms (Annexure 2) for Constitutional Law and Administrative Law with an overall rating of 3 and above	1 Form = 10 points 2 Forms = 20 points > 3 Forms = 30 points	Provide Completed Reference Evaluation Form (Annexure 2) to confirm Constitutional Law and Administrative Law experience and quality of service rendered.	30 Points
Number of years of experience of the Lead Attorney/Director	0-5 years = 5 point >5-10 years = 10 points >10 years = 20 points	Provide Curriculum Vitae of Lead Attorney/Director	20 Points
A minimum of 5 years post admission experience in Constitutional Law and Administrative Law	5-10 Years = 5 point >10-15 years = 15 points >15 years = 25 points	Provide comprehensive Curriculum Vitae of the Key Expert	25 Points
Office Location	Outside KZN = 5 Points Within KZN = 25 Points	Proof of office location to be submitted (e.g., lease agreement, rates bill, Councillor Letter or similar)	25 Points
TOTAL POINTS FOR CONSTITUTIONAL LAW AND ADMINISTRATIVE LAW			100
MINIMUM FUNCTIONALITY THRESHOLD (65 OUT OF 100)			65%

Bids that do not achieve a minimum score of 65 (out of 100) for functionality will be disqualified.

11. CENTRAL SUPPLIERS DATABASE

11.1. All bidders are required to be registered on the National Treasury's Central Supplier Database at the date of close of the bid. No award will be made to any bidder who is not registered on the Central Supplier Database. Bidders can register on the Central Supplier Database using the following link: <https://secure.csd.gov.za/>

12. VIRTUAL BRIEFING SESSION

12.1. Service providers who wish to attend the **non-compulsory** virtual briefing session need to submit their company names, email addresses and telephone number to nonhlanhla.blose@kznera.org.za (copy to faheem.mahomed@kznera.org.za) **by no later than 07 November 2025**. Only those who send their details will be invited to attend the virtual briefing session.

The non-compulsory virtual briefing meeting will be held as follows:

Date: 10 November 2025

Time: 14:00 pm

13. QUERIES

13.1. All queries in relation to the bid document must be addressed to Mr Mfanelo Ngwenya / Mrs Nonhlanhla Blose via email Mfanelo.Ngwenya@kznera.org.za / nonhlanhla.blose@kznera.org.za

14. SCHEDULE OF RETURNABLE DOCUMENTS

14.1. The bidder undertakes to adhere to the schedule of returnable documents as set out below. Failure to comply fully with the schedule will impact on the evaluation of this bid. To assist in the evaluation of the bid, bidders must submit their returnable documents as per the list below.

NO.	DESCRIPTION	YES/NO (ATTACHED)
1	A company profile detailing core service offerings and the number of years in the legal fraternity and per legal category.	
2	Curriculum vitae (CV) of the Lead Attorney/Director per category in the CV format as set out in Annexure 1	
3	Curriculum vitae (CV) of the Key Expert per category in the CV format as set out in Annexure 1	
4	Admission to practice as an Attorney in South Africa (certified admission certificate) for the Lead Attorney/Director per category.	
5	Admission to practice as an Attorney in South Africa (certified admission certificate) for the Key Expert per category.	

NO.	DESCRIPTION	YES/NO (ATTACHED)
6	Right of appearance in the high court (Submit certified copy of right of appearance certificate) for the Lead Attorney/Director per category.	
	Right of appearance in the high court (Submit certified copy of right of appearance certificate) for the Key Expert per category.	
7	Completed Reference Evaluation Form (Annexure 2) must be completed per reference per category being applied for.	
8	Proof of Local Office (e.g., lease agreement, rates bill, Councillor Letter or similar)	
9	Copy of B-BBEE Status Level Verification Certificate or B-BBEE Sworn Affidavit.	
20	Tax Clearance Certificate/Pin	
12	Company Resolution Letter/Authority to Sign bid	
13	Proof of CSD Registration	

15. BID CLOSING

15.1. The bid will close on 01 December 2025 at 12:00. No late bids will be accepted.

15.2. It is the bidder's responsibility to ensure their bid documents are deposited into the tender box located at the address as specified in the bid document.

16. PACKING OF BID

16.1. Bids are to be placed in a sealed envelope and must be clearly addressed as below. Bidders must submit one original hard copy document, clearly marked "Original" and an electronic version of the Original (either on a DVD/CD/USB drive). The electronic version must be an exact replica of the Original hard copy document, failure to comply may render your bid non-responsive.

16.2. Bids must be packaged and addressed as follows:

BID NO: KZNERA002/2025 APPOINTMENT OF A PANEL OF LEGAL SERVICE PROVIDERS NAME OF BIDDER: ADDRESS OF BIDDER: CONTACT NUMBER:

17. SUBMISSION OF BIDS

17.1. Bids must be deposited into the tender box located at the address below on or before the closing date and time.

17.2. Tender box location: KwaZulu-Natal Economic Regulatory Authority
 1st Floor, Marine Building
 22 Dorothy Nyembe Street
 Durban
 4000

NB: Please note that all bids not in the tender box at closing date and time will be considered late.

17.3. The KZNERA shall not be liable to compensate any bidder whatsoever for any costs incurred by that bidder, or any damages suffered as a result of a bidder's participation in this bid process or subsequent contract negotiation process.

**ANNEXURE 1
CURRICULUM VITAE**

Category Applied for?	
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1. Surname
2. Full names
3. Date of Birth
4. Nationality
5. Education

Institution (Date from – Date To)	Qualification Obtained

6. Present position
7. Years with the law-firm
8. Areas of law specialism
9. Professional Experience

Date from – Date To	Location	Company	Position	Description of projects / responsibilities

10. Number of Overall Years of Experience?
11. Number of Specific Years of Experience per category applied for?

ANNEXURE 2 - REFERENCE EVALUATION FORM

DETAILS		INFORMATION			
Evaluators Name:					
Evaluators Email Address:					
Evaluators Contact Number/s					
Name of Organisation of the Evaluator:					
Services Rendered in Relation to the ffg category (choose 1 only)		Gaming and Betting / Gambling Law;		Litigation	
		Liquor Licensing Legislation		Taxation law	
		Corporate law		Constitutional Law and Administrative Law	
		Employment and Labour Law			
Provide a brief description of service rendered:					
Period Services Rendered:		Start: YYYY / MM / DD		End: YYYY / MM / DD	
Duration Services Rendered:		Years:		Months:	

EVALUATION ITEM		RATINGS 1-5	
Quality-Service: Demonstration of meeting and exceeding specifications/ deliverables by service provider			
Time: Ability to deliver services within the specified time period (contract duration) or within the agreed turnaround periods			
Communication: Timeous, effective and efficient exchange of information that is pertinent to the delivery of services			
Performance Management – Ability to manage matters/assignments efficiently and effectively.			
Overall Rating			
General comments:			

RATING SCALE

RATING	EXPLANATION		
5	Exceptional performance beyond all task/job requirements	4	Exceeds expectation of the task/job requirement
3	Consistently meets all task/job expectations and requirements	2	Falls below expected performance on some task/job requirements
1	Falls below expected performance overall		

Signature of Evaluator: _____

***Incomplete or incorrectly completed forms will not be evaluated.**