

## INVITATION TO BID

BID NO:

RAF/2023/00011

**BID DESCRIPTION:**

THE ROAD ACCIDENT FUND (RAF) HEREBY INVITES EXPERIENCED AND SUITABLE SERVICE PROVIDERS TO BE LISTED ON A PANEL OF LEGAL PRACTITIONERS TO PROVIDE THE ROAD ACCIDENT FUND WITH LEGAL SERVICES FOR A PERIOD OF FIVE (5) YEARS.

Publication date: 05 July 2023

Compulsory Briefing Session: 13 July 2023 @ 11:00am via Microsoft Teams: [Click here to join the meeting](#)

**NB: Failure to attend the Compulsory Briefing Session will lead to disqualification.**

Closing date: 02 August 2023 @ 11h00 am

*Note: Faxed and/or Emailed Proposals/ bids will not be accepted, only hand delivered and couriered Proposals/ bids must be deposited in the tender Box on or before the closing date and time.*

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### **IMPORTANT NOTES:**

1. Bid documents are available on the website ([www.raf.co.za](http://www.raf.co.za)) at no cost.
2. Submission of Proposals
  - Bid responses must be placed in the tender box clearly marked with a tender number and description; and
  - Bidders are required to submit a soft copy (PDF) of their original Bid Document/Proposal in a USB (To be enclosed in the envelope which contains the Original Bid Document/Proposal)
  - The proposal must be deposited in the tender box situated at the reception of RAF at the below address:

**Road Accident Fund (RAF), Eco Glades 2 Office Park, 420 Witch-hazel Avenue, Centurion, 0046**

### 3. Validity Period

The proposal submitted by the supplier must be valid for a period of 90 days, from the closing date for the submission of proposals.

### 4. Enquiries

All enquiries regarding this bid must be directed to the Supply Chain Management Office:

Bid Enquiries: Legal Panel email

E-mail address: [legalpanel@raf.co.za](mailto:legalpanel@raf.co.za).

**Note: No telephonic enquiries will be entertained.**

Closing date and time for Bid questions and enquiries: **18 July 2023**

Publication date for Questions & Answers: **25 July 2023**

Questions and Answers will be published on the RAF website.

**Important Notes:**

1. All questions/enquiries must be forwarded in writing to the e-mail address above; and
2. Questions/enquiries received after the above-stated date and time will not be entertained.

**MANDATORY/ LEGISLATIVE REQUIREMENTS**

This stage checks and validates the bidders' compliance to the legal requirements to conduct business in South Africa, as well as to the industry requirement for the supply of goods and services.

***NB: No points will be allocated at this stage; however, bidders' that do not comply with the pre-qualification requirements below will be disqualified and will not advance to the next stage of evaluation.***

| <b>Returnable Documents / Information</b>   | <b>Check list<br/>✓ Tick each box</b> |
|---|---------------------------------------|
| SBD 1: Completed, attached and signed   |                                       |
| SBD 3.1 or 3.3 or 3.3 Completed, attached and signed  |                                       |
| SBD 4: Completed, attached and signed   |                                       |
| SBD 5: Completed, attached and signed   |                                       |
| SBD 6.1: Completed, attached and signed   |                                       |
| Proof of Construction Industry Development Board (CIDB) registration, if applicable.  |                                       |
| Specification document: Completed, attached and signed  |                                       |
| General Condition of contract: Initialled and attached  |                                       |
| Provide Tax TCS Pin to verify Tax Status: Attached<br>(In bids where Consortia/Joint Ventures/Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate.)     |                                       |
| If the bidder is a joint venture, consortium or other unincorporated grouping of two or more persons/ entities, a copy of the joint venture agreement between the members should be provided. |                                       |
| Registered on the Central Supplier Database of National Treasury.<br>(For registration information, go to <a href="https://secure.csd.gov.za/">https://secure.csd.gov.za/</a> )               |                                       |

***Note: Some requirements may not be applicable to international suppliers/ bidders and only those suppliers/ bidders will be exempted from these mandatory/ legislative requirements. All SBDs must be submitted (signed) noting where it is***

**not applicable. If any specific SBD is not submitted, documentary proof, clearly stating the reason must be attached.**

## PART A INVITATION TO BID

|   |  |                     |  |                               |  |
|---|--|---------------------|--|-------------------------------|--|
| <b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)</b>  |  |                     |  |                               |  |
| BID NUMBER:   | RAF/2023/000011  | CLOSING DATE: 11:00 |  | CLOSING TIME:                 | 11H00  |
| DESCRIPTION   | THE ROAD ACCIDENT FUND (RAF) HEREBY INVITES EXPERIENCED AND SUITABLE SERVICE PROVIDER TO BE LISTED ON A PANEL OF LEGAL PRACTITIONERS TO PROVIDE THE ROAD ACCIDENT FUND WITH LEGAL SERVICES FOR A PERIOD OF FIVE (5) YEARS. |                     |  |                               |  |
| <b>BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)</b>  |  |                     |  |                               |  |
| Road Accident Fund (RAF)  |  |                     |  |                               |  |
| Eco Glades 2 Office Park  |  |                     |  |                               |  |
| 420 Witch-Hazel Avenue  |  |                     |  |                               |  |
| Centurion   |  |                     |  |                               |  |
| 0046  |  |                     |  |                               |  |
| <b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>   |  |                     | <b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b> |                               |  |
| CONTACT PERSON  | Ilish Seema  |                     | CONTACT PERSON                                 |                               |  |
| TELEPHONE NUMBER  | 012 429 5135   |                     | TELEPHONE NUMBER                               |                               |  |
| FACSIMILE NUMBER  | N/A  |                     | FACSIMILE NUMBER                               |                               |  |
| E-MAIL ADDRESS  | legalpanel@raf.co.za   |                     | E-MAIL ADDRESS                                 |                               |  |
| <b>SUPPLIER INFORMATION</b>   |  |                     |  |                               |  |
| NAME OF BIDDER  |  |                     |  |                               |  |
| POSTAL ADDRESS  |  |                     |  |                               |  |
| STREET ADDRESS  |  |                     |  |                               |  |
| TELEPHONE NUMBER  | CODE   |                     | NUMBER   |                               |  |
| CELLPHONE NUMBER  |  |                     |  |                               |  |
| FACSIMILE NUMBER  | CODE   |                     | NUMBER   |                               |  |
| E-MAIL ADDRESS  |  |                     |  |                               |  |
| VAT REGISTRATION NUMBER   |  |                     |  |                               |  |
| SUPPLIER COMPLIANCE STATUS  | TAX COMPLIANCE SYSTEM PIN:   |                     | OR   | CENTRAL SUPPLIER DATABASE No: | MAAA   |
| B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE  | TICK APPLICABLE BOX]<br><br><input type="checkbox"/> Yes <input type="checkbox"/> No   |                     | B-BBEE STATUS LEVEL SWORN AFFIDAVIT            |                               | TICK APPLICABLE BOX]<br><br><input type="checkbox"/> Yes <input type="checkbox"/> No |
| <b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES &amp; QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]</b> |  |                     |  |                               |  |

|  |  |   |   |
|--|--|---|---|
| <b>1</b> ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED? | <input type="checkbox"/> Yes <input type="checkbox"/> No<br><br>[IF YES ENCLOSE PROOF] | <b>2</b> ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED? | <input type="checkbox"/> Yes <input type="checkbox"/> No<br><br>[IF YES, ANSWER THE QUESTIONNAIRE BELOW ] |
| <b>QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>  |  |   |   |

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

|                                       |   |
|---------------------------------------|---|
| <b>1. BID SUBMISSION:</b>             |   |
| 1.1.                                  | BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.   |
| 1.2.                                  | <b>ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED-(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.</b>  |
| 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.                                  | <b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).</b>   |
| <b>2. TAX COMPLIANCE REQUIREMENTS</b> |   |
| 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)

## PRICING SCHEDULE – NON-FIRM PRICES (PURCHASES)

**NOTE: PRICE ADJUSTMENTS WILL BE ALLOWED AT THE PERIODS AND TIMES SPECIFIED IN THE BIDDING DOCUMENTS.**

**IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT**

|                          |                   |
|--------------------------|-------------------|
| Name of Bidder.....      | Bid number.....   |
| Closing Time 11:00 ..... | Closing date..... |

| ITEM<br>NO.<br>TAXES<br>INCLUDED) | QUANTITY | DESCRIPTION | BID PRICE IN RSA CURRENCY<br>**(ALL APPLICABLE |
|-----------------------------------|----------|-------------|--|
|-----------------------------------|----------|-------------|--|

NB: PRICES ARE AS PER PUBLISHED RATES IN THIS BID

Required by:

.....

- At:

.....

Brand and model

.....

Country of origin

.....

- Does the offer comply with the specification(s)?

\*YES/NO

If not to specification, indicate deviation(s)

.....

Period required for delivery

.....

- Delivery:

\*Firm/not firm

\*\* "all applicable taxes" includes value- added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.

\*Delete if not applicable

## PRICE ADJUSTMENTS

### A NON-FIRM PRICES SUBJECT TO ESCALATION

1. IN CASES OF PERIOD CONTRACTS, NON FIRM PRICES WILL BE ADJUSTED (LOADED) WITH THE ASSESSED CONTRACT PRICE ADJUSTMENTS IMPLICIT IN NON FIRM PRICES WHEN CALCULATING THE COMPARATIVE PRICES
2. IN THIS CATEGORY PRICE ESCALATIONS WILL ONLY BE CONSIDERED IN TERMS OF THE FOLLOWING FORMULA:

$$Pa = (1 - V)Pt \left( D1 \frac{R1t}{R1o} + D2 \frac{R2t}{R2o} + D3 \frac{R3t}{R3o} + D4 \frac{R4t}{R4o} \right) + VPt$$

Where:

- Pa = The new escalated price to be calculated.  
 (1-V)Pt = 85% of the original bid price. **Note that Pt must always be the original bid price and not an escalated price.**  
 D1, D2.. = Each factor of the bid price eg. labour, transport, clothing, footwear, etc. The total of the various factors D1, D2...etc. must add up to 100%.  
 R1t, R2t... = Index figure obtained from new index (depends on the number of factors used).  
 R1o, R2o = Index figure at time of bidding.  
 VPt = 15% of the original bid price. This portion of the bid price remains firm i.e. it is not subject to any price escalations.

3. The following index/indices must be used to calculate your bid price:

Index..... Dated.....      Index..... Dated.....      Index..... Dated.....  
 Index..... Dated.....      Index..... Dated.....      Index..... Dated.....

4. FURNISH A BREAKDOWN OF YOUR PRICE IN TERMS OF ABOVE-MENTIONED FORMULA. THE TOTAL OF THE VARIOUS FACTORS MUST ADD UP TO 100%.

| FACTOR<br>(D1, D2 etc. eg. Labour, transport etc.) | PERCENTAGE OF BID PRICE |
|--|-------------------------|
|  |                         |
|  |                         |
|  |                         |
|  |                         |
|  |                         |
|  |                         |
|  |                         |
|  |                         |
|  |                         |
|  |                         |



**B PRICES SUBJECT TO RATE OF EXCHANGE VARIATIONS**

1. Please furnish full particulars of your financial institution, state the currencies used in the conversion of the prices of the items to South African currency, which portion of the price is subject to rate of exchange variations and the amounts remitted abroad.

| PARTICULARS OF FINANCIAL INSTITUTION | ITEM NO | PRICE | CURRENCY | RATE | PORTION OF PRICE SUBJECT TO ROE | AMOUNT IN FOREIGN CURRENCY REMITTED ABROAD |
|--------------------------------------|---------|-------|----------|------|---------------------------------|--|
|                                      |         |       |          | ZAR= |                                 |  |
|                                      |         |       |          | ZAR= |                                 |  |
|                                      |         |       |          | ZAR= |                                 |  |
|                                      |         |       |          | ZAR= |                                 |  |
|                                      |         |       |          | ZAR= |                                 |  |
|                                      |         |       |          | ZAR= |                                 |  |

2. Adjustments for rate of exchange variations during the contract period will be calculated by using the average monthly exchange rates as issued by your commercial bank for the periods indicated hereunder: (Proof from bank required)

| AVERAGE MONTHLY EXCHANGE RATES FOR THE PERIOD: | DATE DOCUMENTATION MUST BE SUBMITTED TO THIS OFFICE | DATE FROM WHICH NEW CALCULATED PRICES WILL BECOME EFFECTIVE | DATE UNTIL WHICH NEW CALCULATED PRICE WILL BE EFFECTIVE |
|--|---|---|---|
|  |   |   |   |
|  |   |   |   |
|  |   |   |   |

## BIDDER'S DISCLOSURE

### 1. PURPOSE OF THE FORM

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

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

### 2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest<sup>1</sup> 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 |
|-----------|-----------------|---------------------------|
|           |                 |                           |
|           |                 |                           |
|           |                 |                           |
|           |                 |                           |
|           |                 |                           |
|           |                 |                           |
|           |                 |                           |
|           |                 |                           |
|           |                 |                           |
|           |                 |                           |

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<sup>1</sup> 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.

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

2.2.1 If so, furnish particulars:

.....  
.....

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

2.3.1 If so, furnish particulars:

.....  
.....

### **3. DECLARATION**

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 consortium<sup>2</sup> will not be construed as collusive bidding.

3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.

3.5 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

3.6 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

3.7 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

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

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of bidder

---

<sup>2</sup> 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.

**SBD:5**

## **THE NATIONAL INDUSTRIAL PARTICIPATION PROGRAMME INTRODUCTION**

The National Industrial Participation (NIP) Programme, which is applicable to all government procurement contracts that have an imported content, became effective on 1 September 1996. The NIP Policy and Guidelines were fully endorsed by Cabinet on 30 April 1997. In terms of the Cabinet decision, all state and parastatal purchases/lease contracts (for goods, works and services) entered into after this date, are subject to the NIP requirements.

NIP is

obligatory and therefore must be complied with. The Industrial Participation Secretariat (IPS) of the Department of Trade and Industry (dti) is charged with the responsibility of administering:

### **1 PILLARS OF THE PROGRAMME**

1.1 The NIP obligation is benchmarked against the imported content of the contract. Any having an imported content equal to or exceeding US\$10 million or other currency equivalent to US\$10 million will have an NIP obligation. This threshold of US\$10 million can be reached as follows:

(a) Any single contract with imported content exceeding US\$10 million.

or

(b) Multiple contracts for the same goods, works or services each with imported content exceeding US\$3 million awarded to one seller over a two-year period which exceeds US\$10 million in total.

or

(c) A contract with a renewable option clause, where should the option be exercised, the total value of the imported content will exceed US\$10 million.

or

(d) Multiple suppliers of the same goods, works or services under the same, where the value of the imported content of each allocation is equal to or exceeds US\$3 million worth of goods, works or services to the same government institution, which in total over a two-year period exceeds US\$10 million.

1.2 The NIP obligation applicable to suppliers in respect of subparagraphs 1.1 (a) to 1.1 (c) above will amount to 30% of the imported content, whilst suppliers in respect of sub-paragraph 1.1 (d) shall incur 30% of the total NIP obligation on a pro-rata basis.

1.3 To satisfy the NIP obligation, the dti would negotiate and conclude agreements such as investments, joint ventures, sub-contracting, licensee production, export promotion, sourcing arrangements and research and development (R&D) with partners, or suppliers

1.4 A period of seven years has been identified as the time frame within which to discharge the obligation.

## **2 REQUIREMENTS OF THE DEPARTMENT OF TRADE AND INDUSTRY**

2.1 In order to ensure effective implementation of the programme, successful bidders (contractors) are required to, immediately after the award of a contract

that is in excess of R10 million, submit details of such a contract to the dti for reporting purposes.

2.2 The purpose for reporting details of contracts in excess of the amount of R10 million is to cater for multiple contracts for the same goods, works or services; renewable contracts and multiple suppliers for the same goods, works or services under the same contract as provided for in sub-paragraphs 1.1.(b) to 1.1. (d) above.

## **3 BID SUBMISSION AND CONTRACT REPORTING REQUIREMENTS OF BIDDERS AND SUCCESSFUL BIDDERS (CONTRACTORS)**

3.1 Bidders are required to sign and submit this Standard Bidding Document (SBD 5) together with the bid on the closing date and time.

3.2 In order to accommodate multiple contracts for the same goods, works or services, renewable contracts and multiple suppliers for the same goods, works or services under the same contract as indicated in sub-paragraphs 1.1 (b) to 1.1 (d) above and to enable the dti in determining the NIP obligation, successful bidders (contractors) are required, immediately after being officially notified about any successful bid with a value in excess of R10 million, to contact and furnish the dti

with the following information:

- Bid/contract number;
- Description of the goods, works or services;
- Date on which the contract was accepted;
- Name, address and contact details of the government institution;
- Value of the contract; and
- Imported content of the contract, if possible.

3.3 The information required in paragraph 3.2 above must be sent to the Department of Trade and Industry, Private Bag X 84, Pretoria, 0001 for the attention of Mr Elias Malapane within five (5) working days after award of the contract. Mr Malapane may be contacted on telephone number (012) 394 1401, facsimile (012) 3942401 or email at [Elias@thedti.gov.za](mailto:Elias@thedti.gov.za) for further details about the programme.

#### **4 PROCESS TO SATISFY THE NIP OBLIGATION**

4.1 Once the successful bidder (contractor) has made contact with and furnished the dti with the information required, the following steps will be followed:

- a. The contractor and the dti will determine the NIP obligation;
- b. The contractor and the dti will sign the NIP obligation agreement;
- c. The contractor will submit a performance guarantee to the dti;
- d. The contractor will submit a business concept for consideration and approval by the dti;
- e. Upon approval of the business concept by the dti, the contractor will submit detailed business plans outlining the business concepts;
- f. The contractor will implement the business plans; and
- g. The contractor will submit bi-annual progress reports on approved plans to the dti.

4.2 The NIP obligation agreement is between the dti and the successful bidder (contractor) and, therefore, does not involve the purchasing institution.

Bid number .....

Closing date: .....

Name of

bidder.....

Postal address

.....

.....

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

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

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

### 1. GENERAL CONDITIONS

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

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

1.2 **To be completed by the organ of state**

*(delete whichever is not applicable for this tender).*

- a) The applicable preference point system for this tender is the **90/10** preference point system.
- b) The applicable preference point system for this tender is the **80/20** preference point system.
- c) Either the **90/10 or 80/20 preference point system** will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

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

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

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

The maximum points for this tender are allocated as follows:

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



- 1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.
- 1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

## 2. DEFINITIONS

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

## 3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

### 3.1. POINTS AWARDED FOR PRICE

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

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

$$\begin{array}{ccc}
 \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\
 \\
 \mathbf{Ps} = \mathbf{80} \left( \mathbf{1} - \frac{\mathbf{Pt} - \mathbf{Pmin}}{\mathbf{Pmin}} \right) & \mathbf{or} & \mathbf{Ps} = \mathbf{90} \left( \mathbf{1} - \frac{\mathbf{Pt} - \mathbf{Pmin}}{\mathbf{Pmin}} \right)
 \end{array}$$

Where

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

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

### 3.2.1. POINTS AWARDED FOR PRICE

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

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

Where

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

## 4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

| The specific goals allocated points in terms of this tender | Number of points allocated (80/20 system) | Number of points claimed (80/20 system) |
|---|---|---|
|---|---|---|

|  | (To be completed by the<br>organ of state) | (To be completed by the<br>tenderer) |
|--|--|--------------------------------------|
|  |  |                                      |
|  |  |                                      |
|  |  |                                      |
|  |  |                                      |
|  |  |                                      |
|  |  |                                      |
|  |  |                                      |

#### DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number: .....

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
  - (a) disqualify the person from the tendering process;
  - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;

- (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
- (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
- (e) forward the matter for criminal prosecution, if deemed necessary.

|   |       |
|---|-------|
| <p>.....<br/><b>SIGNATURE(S) OF TENDERER(S)</b></p> |       |
| <b>SURNAME AND NAME:</b>                            | ..... |
| <b>DATE:</b>  | ..... |
| <b>ADDRESS:</b>                                     | ..... |
|   | ..... |
|   | ..... |
|   | ..... |

**BID SPECIFICATION FOR THE APPOINTMENT OF PANEL OF LEGAL PRACTITIONERS TO PROVIDE THE ROAD ACCIDENT FUND WITH LEGAL SERVICES FOR A PERIOD OF FIVE (5) YEARS.**

**SCOPE OF WORK, EVALUATION CRITERIA AND EVALUATION METHODOLOGY**

**1. BACKGROUND OF THE ROAD ACCIDENT FUND**

The RAF is a schedule 3A Public Entity in terms of the Public Finance Management Act (Act No. 1 of 1999 as amended, (PFMA) and is established in terms of section 3 of the Road Accident Fund Act, 1996 (Act No. 56 of 1996), as amended. Its mandate is the provision of compulsory social insurance cover to all users of South African roads, to rehabilitate and compensate persons injured as a result of the negligent driving of motor vehicles, in a timely and caring manner, and to actively promote the safe use of our roads.

The RAF head office is in Centurion and the establishment of Customer Experience Centres in each province in the country is in the pipeline. Where the project scope requires the staff complement and/or space to determine pricing, such will be included in the requirements.

**2. SPECIAL INSTRUCTIONS TO BIDDERS**

- 2.1 The bidder must be an eligible, registered service provider in terms of the applicable laws of the country and included in the National Treasury Central Supplier Database (CSD).
- 2.2 The bidder must have a business continuity management programme in place. The programme should adhere to recognized industry standards, such as ISO 22301, and encompass risk assessment, business impact analysis, crisis management, incident response, and recovery strategies. The RAF reserves the right to inspect and evaluate the programme during the contract period. Emphasis should be placed on scalability, adaptability, and continuous improvement to ensure the programme remains effective in addressing potential disruptions and safeguarding service delivery.
- 2.3 Bidders are required to provide full and accurate responses to the mandatory requirements as stated in this document, and, where required, explicitly state either

“Comply/Not Comply” and where applicable, substantiate the responses with the necessary supporting documents.

- 2.4 Bidders are informed that failure to comply fully with the mandatory requirements will nullify their bids for further evaluation.
- 2.5 Bid Proposals must be clearly indexed, and cross referenced to a Table of Contents.
- 2.6 The evaluation criterion that were published with the Request for Proposal/Bids will be used to assess bidders’ responses and no amendment after the closing of a bid will be allowed.
- 2.7 It is expected of bidders to have their tax matters in order when the proposals are submitted. The RAF reserves the right to confirm bidders’ tax matters on the CSD prior to the award. Only tax-compliant bidders will be awarded contracts.
- 2.8 Companies or Director/s that are included on the National Treasury register of Restricted Suppliers and/or Tender Defaulters will be automatically disqualified from the bidding process.
- 2.9 As prescribed, all Standard Bidding Documents (SBD) Forms – *Returnable Documents*) must be fully completed and duly signed. All Returnable Documents must be submitted with the proposal at the closing of a bid
- 2.10 The Legal Practitioner practicing for his own account, Director of the Bidder or Partner of the Bidder, as the case may be, must submit an affidavit with the Bid document, on oath or affirmation, confirming whether there exist current, or anticipated future conflicts of interest in respect of the Bidder in providing the services to the RAF. The affidavit must fully address the following aspects:

2.10.1 The details of any conflict of interests, actual or potential, which exist or might arise in connection with the Bidder’s rendering of services to the RAF, how such conflicts of interest will be resolved in the event that the Bid is accepted by the RAF.

2.10.2 That the Bidder undertakes to implement measures to ensure that the representation of the RAF will not create any conflict of interest involving the Bidder including the taking and receiving of future instructions from clients or correspondents.

2.10.3 Identify any past, pending or threatened litigation and/or disciplinary proceedings to which the Bidder or any of its directors/partners are or were a party and which may affect the Bidder’s reputation and/or could either materially impair the bidder’s ability to perform the services or will and /or might materially adversely affect the financial status of the Bidder.

- 2.11 Should the parties at any time before and / or after the award of the proposal and

prior to- the conclusion of the contract identify a perceived Conflict of Interest, the parties will endeavor by all means possible to resolve such perceived Conflict of Interest. However, if the parties fail to resolve the perceived Conflict of Interest, the Fund shall be entitled within 14 (fourteen) days of such failure to agree or resolve the conflict, withdraw the letter of award.

2.12 The Bidder must mark and clearly indicate on the front of their file(s) which Category they are submitting their proposal.

### 3 BACKGROUND OF THE BID

Due to the size and nature of the RAF's core business, the RAF finds itself being involved in litigation from time to time. Most of these cases originate from the internal administrative decisions of the RAF's various business departments.

Although the RAF has an in-house Legal Services Department which provides legal services to the organization inclusive of the claims administration and management by the duly appointed State Attorneys, the need arises from time to time to outsource some of the work to external legal practitioners.

In fulfilling the mandate to protect the interest of the RAF where specialized legal advisory and/or litigation services are required, it has become imperative that RAF appoint a panel of legal practitioners to provide the RAF with legal services.

### 4 SCOPE OF WORK

4.1 The RAF requires the services of suitably qualified Bidders (Legal practices/Firms/Consultancies) to provide legal services, expertise and knowledge in the various fields of law as specified in the Categories below on "as and when required" basis, for a period of five (5) years.

4.2 The services required by the RAF **per specified Category** include but are not limited to:

| NO | CATEGORY          | • SCOPE OF WORK   | AREAS OF SPECIALISATION  |
|----|-------------------|---|--|
|    | <b>Public Law</b> | <ul style="list-style-type: none"> <li>• Provide legal advice and opinions in the various areas of specialisation in the Category.</li> <li>• Provide legal opinions, drafting, comments on current and proposed legislation, regulations,</li> </ul> | <ul style="list-style-type: none"> <li>- Constitutional Law</li> <li>- Public Finance. Management</li> </ul> |

| NO | CATEGORY                   | • SCOPE OF WORK   | AREAS OF SPECIALISATION  |
|----|----------------------------|---|--|
|    |                            | <p>directives and policy.</p> <ul style="list-style-type: none"> <li>• Provide litigation services in various action and application procedures within the Magistrates' Courts, Regional Courts, High Courts, Appeal Courts, Constitutional Court and other dispute resolution fora.</li> <li>• Develop and review appropriate litigation strategy in each matter.</li> <li>• Ensure effective and efficient litigation processes are followed.</li> <li>• Provide custody of all pleadings and documents in litigation matters.</li> <li>• Provide oral and written legal advice throughout the litigation proceedings.</li> <li>• Court appearances with and / or without the assistance of Counsel.</li> <li>• Engage, prepare and conclude settlement negotiations.</li> <li>• Provide end to end litigation services in all areas of the Category.</li> <li>• Provide legal advice and expertise in general matters relating to the category.</li> <li>• Conduct due diligence exercises in matters relating to the category.</li> </ul> | <p>Act.</p> <ul style="list-style-type: none"> <li>- Legislative Drafting</li> <li>- Administrative Law.</li> <li>- Promotion of Administrative Justice Act.</li> <li>- Promotion of Access to Information Act.</li> <li>- Public Procurement legislation.</li> <li>- And any other applicable legislation.</li> </ul> |
| 2. | <b>Personal Injury Law</b> | <p>In this category the services required by the RAF are on complex and/or exceptional matters impacting on the operations of the RAF in discharging its mandate in terms of the RAF Act and any other applicable legislation.</p> <ul style="list-style-type: none"> <li>• Advise on all aspects of personal injury legislation.</li> <li>• Provide legal opinions, drafting, comments on current and proposed legislation, regulations, directives and policy.</li> </ul>   | <ul style="list-style-type: none"> <li>- Road Accident Fund Act.</li> <li>- Law of Delict.</li> <li>- And any other applicable legislation.</li> </ul>   |



| NO | CATEGORY              | • SCOPE OF WORK  | AREAS OF SPECIALISATION   |
|----|-----------------------|--|---|
|    |                       | <ul style="list-style-type: none"> <li>• Provide litigation services in various action and application procedures within the various courts and other dispute resolution fora.</li> <li>• Develop and review appropriate litigation strategy in each matter.</li> <li>• Ensure effective and efficient litigation processes are followed.</li> <li>• Provide custody of all pleadings and documents in litigation matters.</li> <li>• Provide oral and written legal advice throughout the litigation proceedings.</li> <li>• Court appearances with and / or without the assistance of Counsel.</li> <li>• Engage, prepare and conclude settlement negotiations.</li> <li>• Provide end to end litigation services in all areas of the Category.</li> <li>• Provide end to end alternative dispute resolutions services in all areas of the category.</li> <li>• Provide legal advice and expertise in general matters relating to the category.</li> <li>• Conduct due diligence exercises in matters relating to the category.</li> </ul> |   |
| 5  | <b>Commercial Law</b> | <ul style="list-style-type: none"> <li>• Advice on projects / transactions of a corporate law nature.</li> <li>• Advice on legal issues arising from asset, risk and debt management as well as other long and short term insurance (insurance) issues.</li> <li>• Draft, review and advice on a broad range of complex commercial documents.</li> <li>• Provide legally sound opinions of a corporate law nature.</li> <li>• Advice and sound legal opinions on insurance agreements.</li> </ul>  | <ul style="list-style-type: none"> <li>- Contracts Law</li> <li>- Corporate Governance</li> <li>- Corporate Law</li> <li>- Competition law</li> <li>- Banking and finance law.</li> <li>- Insurance Law.</li> <li>- Intellectual property.</li> <li>- Commercial</li> </ul> |

| NO | CATEGORY                         | • SCOPE OF WORK  | AREAS OF SPECIALISATION   |
|----|----------------------------------|--|---|
|    |                                  | <ul style="list-style-type: none"> <li>• Providing services of interpretation of various contracts, evaluating risk factors within the contracts.</li> <li>• Drafting various complex agreements i.e. commercial, employment, MOU's, consultancy, etc.</li> <li>• Applying contractual terms to litigious proceedings.</li> <li>• Giving written opinions on the validity, interpretation, application and enforcement of contractual terms.</li> <li>• Provide end to end litigation services in matters in the areas of the Category.</li> <li>• Provide end to end alternative dispute resolutions services in all areas of the category.</li> <li>• Assist with debt collection.</li> <li>• Provide legal advice and expertise in general matters relating to the category.</li> <li>• Conduct due diligence exercises in matters relating to the category.</li> </ul> | <p>contracts.</p> <ul style="list-style-type: none"> <li>- And any other applicable legislation.</li> </ul>   |
| 6  | <b>Labour and Employment Law</b> | <ul style="list-style-type: none"> <li>• Provide legal opinions on labour, employment benefits and employment law related matters.</li> <li>• Provide end to end litigation services in matters in the areas of the Category.</li> <li>• Provide end to end alternative dispute resolutions services in all areas of the category.</li> <li>• Engage, prepare and conclude settlement negotiations.</li> <li>• Provide legal advice and expertise in general matters relating to the category.</li> <li>• Conduct due diligence exercises in matters relating to the category.</li> </ul>  | <ul style="list-style-type: none"> <li>- Labour Relations Act.</li> <li>- Basic Conditions of Employment.</li> <li>- Employment Equity Act.</li> <li>- And any other applicable legislation.</li> </ul> |

| NO | CATEGORY | • SCOPE OF WORK   | AREAS OF SPECIALISATION |
|----|----------|---|-------------------------|
|    |          | <p><b>Workplace Misconduct and Complaints Investigation</b></p> <ul style="list-style-type: none"> <li>• Conduct investigations on workplace misconduct and complaints.</li> <li>• Determine, fully and credibly, what happened with respect to a particular incident, and establishing the parties involved.</li> <li>• Determine whether a violation of law or company policy occurred.</li> <li>• Gather and analyse the evidence by using techniques that will be admissible in hearing.</li> <li>• Interview witness, service providers and other stakeholders.</li> <li>• Produce investigation reports with background, findings and recommendations.</li> <li>• Testifying in internal and external Employee Relations (ER) processes.</li> <li>• Assist the initiator in preparing and presenting the evidence.</li> </ul> <p><b>Initiating of Disciplinary Hearings and/or incapacity hearings.</b></p> <ul style="list-style-type: none"> <li>• Initiating of Disciplinary Hearings and/or incapacity hearings.</li> <li>• Analyse, determine and advise on the merits of the RAF's case.</li> <li>• Draft charges.</li> <li>• Conducting consultations with relevant parties.</li> <li>• Presentation of the RAF's case at the hearings.</li> <li>• Prepare reports and/or regular updates on the proceedings.</li> </ul> <p><b>Chairing of Disciplinary, Incapacity and/or Grievance Hearings.</b></p> |                         |

| NO | CATEGORY                                       | • SCOPE OF WORK  | AREAS OF SPECIALISATION   |
|----|--|--|---|
|    |  | <ul style="list-style-type: none"> <li>• Chairing and managing the proceedings of the disciplinary, incapacity and/or Grievance hearings.</li> <li>• Provide recording of the disciplinary, incapacity and/or Grievance hearings.</li> <li>• Consider and analyse the evidence presented in the proceedings.</li> <li>• Present findings of the disciplinary, incapacity and/or Grievance hearings.</li> <li>• Determine and recommend appropriate sanctions.</li> <li>• Provide a written report on the findings and the outcome of the disciplinary, incapacity and/or Grievance hearings within 14 calendar days of the conclusion of the disciplinary, incapacity and/or Grievance hearings.</li> </ul> <p><b>CCMA, Labour Court &amp; Labour Appeal Court Representation</b></p> <ul style="list-style-type: none"> <li>• Provide litigation services in various action and application procedures at CCMA, Labour Court, and/or Labour Appeal Court and other dispute resolution fora.</li> <li>• Conducting consultations with relevant parties.</li> <li>• Prepare reports and/or regular updates on the proceedings.</li> </ul> |   |
| 7  | <b>Privacy and Information Technology (IT)</b> | <ul style="list-style-type: none"> <li>• Advice on all aspects of Privacy and IT law, such as service level agreements pertaining to system integration, software and website development.</li> <li>• Advice on Privacy and IT compliance</li> <li>• Assist in development of internal Privacy and IT policies in line with legal prescripts</li> <li>• Advice on information security matters in line</li> </ul>  | <ul style="list-style-type: none"> <li>- Electronic Communications and Transactions Act.</li> <li>- Cyber Security Laws.</li> <li>- Protection Of Personal</li> </ul> |

| NO | CATEGORY                | • SCOPE OF WORK  | AREAS OF SPECIALISATION  |
|----|-------------------------|--|--|
|    |                         | <ul style="list-style-type: none"> <li>with the legal prescripts.</li> <li>• Advice on data protection matters.</li> <li>• Provide end to end litigation services in matters in the areas of the Category.</li> <li>• Assist in drafting, reviewing, and negotiating contracts to protect RAF interests.</li> <li>• Protection of patents, copyrights, and trademarks including legal advice of alleged infringement.</li> <li>• Training and awareness on implications of new and/or existing legislation with regards to ICT.</li> <li>• Provide legal advice and expertise in general matters relating to the category.</li> <li>• Conduct due diligence exercises in matters relating to the category</li> </ul> | <p>Information Act.</p> <ul style="list-style-type: none"> <li>- Regulation of Interception of Communications Act.</li> <li>- And any other applicable legislation.</li> </ul> |
| 8  | <b>Cost Consultants</b> | <ul style="list-style-type: none"> <li>• Drafting, presenting, settling, resettling and opposing bill of costs</li> <li>• Attending to taxation.</li> <li>• Provide legal advice and expertise in general matters relating to the category.</li> <li>• Conduct due diligence exercises in matters relating to the category</li> </ul>  | <ul style="list-style-type: none"> <li>- Road Accident Fund Act</li> <li>- Applicable tariffs of the various Courts</li> <li>- And any other applicable legislation</li> </ul> |

#### 4.3 Resources and Infrastructure

Bidder(s) must at least have the following resources and infrastructure:

4.3.1 Tools: computer, email, internet access, cellphone or telephone landline, photocopiers/scanners facilities, recording and transcription capabilities in respect of labour related hearings.

4.3.2 Licensed software compatible with the latest Office Suite Package Office 365

and Operating System.

4.3.3 Information Technology (IT) security systems, which has the following minimum measures anti-virus, firewall, and/or encryptions.

4.3.4 Access to Court Online

#### **4.4 Human Resources**

Bidders shall have human resource capacity and capabilities to support the provision of the services in the form of:

4.4.1 The Bidder must allocate a Lead Legal Practitioner who must be either at Director / Partner/ Sole Proprietor or Associate Level for each category they are bidding for.

4.4.2 Professional Assistants/Associate.

4.4.3 Candidate Legal Practitioners (Candidate Attorney or Pupil).

4.4.4 Administrative Support Staff.

4.4.5 Messenger/Driver.

4.4.6 In addition to the above (4.4.1 – 4.4.5) for the Labour and Employment Law category the following resources will be required:

4.4.6.1 Senior investigator – Workplace misconduct and/or Complaints.

4.4.6.2 Junior investigator – Workplace Misconduct and/or Complaints.

#### **5. ADDITIONAL INFORMATION**

5.1 The Bidder must submit a separate Bid for each Category (one hard copy and one soft copy on USB, refer to page 2 of the RFP document) that they are bidding for. Each Bid document must indicate the specific Category the Bidder is responding to and each file for the specific Category **must include all the required documents of this RFP and the specific Category** they are responding to. Therefore, for bidders to be successful in each category they are bidding for they must be able to provide all the service specified in that category.

5.2 Each Category will be evaluated independent of each other.

5.3 All qualifying Bidders will be listed on the Panel in the specific Category they have been awarded. The RAF reserves its rights herein to allocate work according to its own internal processes and frameworks.

- 5.4 The successful Bidder confirms that they will furnish the RAF with proof of insurance cover in respect of professional liability together with the signed contract to the amount not less than Twenty-Five Million Rand (R25m). The RAF will not accept any contract returned without the proof of insurance cover in respect of professional liability.
- 5.5 The successful Bidder(s) shall maintain the validity of the cover under the policy for the duration of the contract period with the RAF. The validity of the cover under the policy must be provided yearly. If the bidder fails to submit the proof of valid cover under the policy, the RAF will not issue any requests for services until such proof has been submitted to the RAF.
- 5.6 By submitting a proposal for this Bid, the Bidder confirms that they have read and understood the terms and conditions as set out in the attached Legal Services Panel Agreement (LSPA), which terms and conditions the Bidder, accept in the event that the RAF awards a contract to the Bidder pursuant to this Bid.
- 5.7 The RAF reserves the right to remove a successful Bidder from the Panel if that Bidder does not meet the performance standards as per the LSPA.
- 5.8 The performance of successful Bidders shall be measured in terms of the LSPA and service levels shall be adhered to at all times.
- 5.9 Successful Bidders agree that the RAF may, at its absolute discretion and costs, apply for security vetting and or clearance, background check of the resources assigned to carry out the Services. The RAF shall request the Bidder to replace any resource that has failed to obtain the requisite security clearance and or background check.
- 5.10 The successful Bidder(s) shall at all times maintain an operational IT and telephony capability, as required by the RAF, and shall inform the RAF within 24 hours of any breakdown or other issue that may impact communication between the successful Bidder and the RAF.
- 5.11 Successful Bidders shall be required to ensure that at all materials times during the subsistence of the contract that they implement and enforce IT and physical security measures to protect the RAF's information (confidential, private, personal or sensitive) provided to the Bidder in the provision of the services, which may include at a minimum the measures detailed in the attached **Annexure A**. The RAF reserves its rights herein to conduct any inspection and/or audit of the Bidder's physical security measures in place to ensure compliance with the protection of its information.
- 5.12 Successful Bidders will be required to provide monthly status report to the RAF for each category appointed for, on matters allocated at no additional cost.
- 5.13 Successful Bidders will only be allowed to use other panelists (successful Bidders) as

correspondent Legal Practitioners.

5.14 Successful Bidders will be required to provide Commissioner of Oath services at no additional cost to the RAF.

5.15 Successful Bidders will be required to remain in good standing with the Legal Practice Council for the duration of the contract. A valid certificate of good standing must be provided yearly and if there are any changes the RAF must be notified immediately of such change occurring. Failure to remain in good standing, the RAF will not issue any requests for services until such certificate has been submitted to the RAF.

## **6. EVALUATION CRITERIA AND METHODOLOGY**

6.1. The Evaluation Process entails the following phases:

**Phase 1: Initial Screening Process:** At this phase bidder's responses are reviewed to check if bidders have responded according to the RAF's RFP document (all returnable documents i.e. SBD documents, attendance to compulsory briefing session). Note that the briefing session is compulsory. Attendance of the briefing session will be checked during the screening phase. Failure to attend the briefing session will lead to disqualification. (Bidder/s who complies with the screening process will be evaluated on mandatory requirements).

**Phase 2: Mandatory Evaluation Process:** At this phase Bid Responses are evaluated as per the evaluation criteria specified in the Request for Proposal (RFP) document for compliance to Mandatory Requirements. Bidder(s) who do not comply with the Mandatory Requirements will be disqualified and will not be further evaluated on technical criteria.

**Phase 3: Technical/ Functional Evaluation Process:** Evaluation of Bid responses as per the evaluation criteria specified in the RFP document, i.e. Functional / Technical Requirements. (Bidder/s who score the minimum stipulated threshold of 70 points out of 100 points for each Category responded to and agrees to the Pricing Schedule will be included in the Panel.



## **PHASE 2**

### **7. MANDATORY REQUIREMENTS**

Bidders must indicate compliance with this requirement as follows- By ticking the relevant box "Comply" or "Not comply" or "Accept" or "Not Accept" in the event that no tick is made it will be accepted that the Bidder does "not comply" or "not accept" and will be disqualified.

**Note: The following specific requirements must be met by the Bidders in ALL CATEGORIES that they are bidding for, and it will be expected of Bidders to supply proof or confirm their commitment where applicable. Please clearly reference the relevant documentation within your proposal for evaluation purposes.**

| <b>7.1 Mandatory Requirement</b>  | <b>Comply</b> | <b>Not Comply</b> |
|---|---------------|-------------------|
| <p><b>Physical Office</b></p> <p>The Bidder(s) must have a physical office in any Province of South Africa.</p> <p><b>Proof must be submitted in the form of a valid lease agreement, rental office agreements, sale agreement, or municipal statements.</b></p> <p><b>Where the proof is not in the bidder's name, a sworn affidavit must be submitted to that effect. If a sworn affidavit is not provided the bidder will be disqualified.</b></p> |               |                   |

| <b>7.2 Mandatory Requirement</b>   | <b>Comply</b> | <b>Not Comply</b> |
|--|---------------|-------------------|
| <p><b>Right of Appearance Certificate</b></p> <p>The <b><u>Lead Legal Practitioner - Director / Partner/ Sole Proprietor or Associate Level</u></b> must be in possession of the right of appearance certificate.</p> <p><b>Bidders are required furnish copies of right of appearance certificate of the Lead Attorney.</b></p> |               |                   |

| <b>7.3 Mandatory Requirement</b>   | <b>Comply</b> | <b>Not Comply</b> |
|--|---------------|-------------------|
| <p><b>Fidelity Fund Certificate</b></p> <p>The Bidder must furnish a copy of a valid Fidelity Fund Certificate for</p> |               |                   |

|                                   |  |  |
|-----------------------------------|--|--|
| the year ending 31 December 2023. |  |  |
|-----------------------------------|--|--|

| 7.4 Mandatory Requirement  | Comply | Not Comply |
|--|--------|------------|
| <p><b>Certificate of Good Standing</b></p> <p>The Bidder must provide a valid Certificate of Good Standing at the time of submission, from the Legal Practice Council of South Africa in respect of the <b><u>Lead Legal Practitioner - Director / Partner/ Sole Proprietor or Associate Level</u></b> who will represent the RAF.</p> <p><b>The Bidder must furnish a copy of a valid Certificate of Good Standing not older than three (3) months from date of issue by the date of closing of this bid.</b></p> |        |            |

| 7.5 Mandatory Requirement   | Comply | Not Comply |
|---|--------|------------|
| <p><b>Trust Account</b></p> <p>The Bidder must hold a trust account and furnish a Bank confirmation letter not older than three (3) months from date of issue by the date of closing of this bid, in respect of such account.</p> |        |            |

| 7.6 Mandatory Requirement  | Comply | Not Comply |
|--|--------|------------|
| <p><b>Access to Internet</b></p> <p>The Bidder must have unlimited internet connection (with the ability to access Microsoft Teams or equivalent platform and Court Online).</p> <p>The Bidder must provide proof of access to internet in the form of contract with their service providers.</p> <p><b>Where the proof is not in the bidder's name, a sworn affidavit must be submitted to that effect. If a sworn affidavit is not provided the bidder will be disqualified.</b></p> |        |            |

| 7.7 Mandatory Requirement  | Comply | Not Comply |
|--|--------|------------|
| <p><b>Business Continuity Plan (BCP) and Disaster Recovery Plan (DRP)</b></p> <p>Bidders must provide proof that they have a Business Continuity Plan (BCP) and Disaster Recovery Plan (DRP) in place. The BCP and DRP should encompass crisis management and disruption of services / continuation of operations.</p> |        |            |

| 7.8 Mandatory Requirement                              | Accept | Not Accept |
|--|--------|------------|
| The Bidder confirm acceptance of the Pricing Schedule. |        |            |

**NOTE: FAILURE TO COMPLY WITH AND/ OR ACCEPT ALL OF THE MANDATORY REQUIREMENTS WILL LEAD TO DISQUALIFICATION.**

### **PHASE 3**

#### **8. TECHNICAL / FUNCTIONAL REQUIREMENTS**

Bidders will be expected to **score 70** points on each of the Categories that they have responded to. Each criterion will be scored individually. Bidders should therefore provide separate supporting documents for each criterion.

With regards to technicality / functionality, the following criteria shall be applicable, and the maximum points of each criterion are indicated in the table below:

## 8.1. CATEGORY 1: PUBLIC LAW

| TECHNICAL EVALUATION CRITERIA  |   | Points                                     |        |  |    |  |    |  |   |  |
|--|---|--|--------|--|----|--|----|--|---|--|
| 8.1.1.   | Capability of the Bidder(s) with reference to Lead Legal Practitioner | 60   |        |  |    |  |    |  |   |  |
| 8.1.1.1 The <b>Lead Legal Practitioner</b> must have a minimum of <b>ten (10) years</b> post admission experience in <b><u>Public Law Category.</u></b><br><br>The Bidder is required to fully complete <b>Annexure B</b> (CV Template) to the specification with regards to the experience of the <b>Lead Legal Practitioner</b> . Failure to complete all columns of Annexure B will lead to no points being allocated. (Reference in your proposal where the evidence is provided)<br><br><b>NB: The Lead legal Practitioner must be the same resource provided on 7.2 above. If the resource is not the same zero point will be allocated.</b> |   | 15   |        |  |    |  |    |  |   |  |
| <table><tr><th>Description: Number of years of experience</th><th>Points</th></tr><tr><td>12 years or more post admission experience relevant in the Bid Category.</td><td>15</td></tr><tr><td>10 years, but less than 12 years post admission experience relevant in the Bid Category.</td><td>10</td></tr><tr><td>Less than 10 years post admission experience relevant in the Bid Category.</td><td>0</td></tr></table>   |   | Description: Number of years of experience | Points | 12 years or more post admission experience relevant in the Bid Category. | 15 | 10 years, but less than 12 years post admission experience relevant in the Bid Category. | 10 | Less than 10 years post admission experience relevant in the Bid Category. | 0 |  |
| Description: Number of years of experience   | Points  |  |        |  |    |  |    |  |   |  |
| 12 years or more post admission experience relevant in the Bid Category.   | 15  |  |        |  |    |  |    |  |   |  |
| 10 years, but less than 12 years post admission experience relevant in the Bid Category.   | 10  |  |        |  |    |  |    |  |   |  |
| Less than 10 years post admission experience relevant in the Bid Category.   | 0   |  |        |  |    |  |    |  |   |  |

| <p>8.1.1.2 The <b>Lead Legal Practitioner</b> must demonstrate their involvement in matters which have <b><u>been litigated or arbitrated and proceeded to judgement</u></b> in relation to <b><u>Public Law Category</u></b>. The Bidder is required to list the matters, the capacity (representing Plaintiff or Defendant/Applicant or Respondent) in which the legal services were rendered and provide the copies of the first and last two pages of each reported judgement. (Reference in your proposal where the evidence is provided)</p> <table border="1" data-bbox="248 411 1749 643"> <thead> <tr> <th>Description: List matter reported</th><th>Points</th></tr> </thead> <tbody> <tr> <td>More than 5 matters with reported judgements.</td><td>20</td></tr> <tr> <td>3 to 5 matters with reported judgements.</td><td>15</td></tr> <tr> <td>Less than 3 matters with reported judgements.</td><td>0</td></tr> </tbody> </table>   | Description: List matter reported           | Points | More than 5 matters with reported judgements.   | 20 | 3 to 5 matters with reported judgements.   | 15 | Less than 3 matters with reported judgements.   | 0  | 20  |   |    |
|---|---|--------|---|----|--|----|---|----|---|---|----|
| Description: List matter reported   | Points                                      |        |   |    |  |    |   |    |   |   |    |
| More than 5 matters with reported judgements.   | 20  |        |   |    |  |    |   |    |   |   |    |
| 3 to 5 matters with reported judgements.  | 15  |        |   |    |  |    |   |    |   |   |    |
| Less than 3 matters with reported judgements.   | 0   |        |   |    |  |    |   |    |   |   |    |
| <p>8.1.1.3 The <b>Lead Legal Practitioner</b> must indicate which court she/he has provided legal representation in relation to <b><u>Public Law Category</u></b>. The Bidder is required to list the matters, the capacity or role (representing Plaintiff or Defendant/Applicant or Respondent) and the courts in which the legal representation/services were rendered. The list must include the following:</p> <ul style="list-style-type: none"> <li>• Case number.</li> <li>• Name of the parties. (Plaintiff or Defendant/ Applicant or Respondent)</li> <li>• Court.</li> </ul> <p><b>NB: The scoring matrix below carries a maximum of 25 points with the highest points being derived from Matters represented in Constitutional Court. All matters provided will be scored up to a maximum of 25 points.</b></p> <table border="1" data-bbox="248 1106 1733 1388"> <thead> <tr> <th>Description: Matters represented in a Court</th><th>Points</th></tr> </thead> <tbody> <tr> <td>Matters represented in Constitutional Court. (1 matter = 5 points up a maximum of 5 matters).</td><td>25</td></tr> <tr> <td>Matters represented in Supreme Court of Appeal. (1 matter = 4 points up a maximum of 5 matters).</td><td>20</td></tr> <tr> <td>Matters represented in a High Court. (1 matter = 3 points up a maximum of 5 matters).</td><td>15</td></tr> <tr> <td>No High Court, or Supreme Court of Appeal or Constitutional Court matters provided.</td><td>0</td></tr> </tbody> </table> | Description: Matters represented in a Court | Points | Matters represented in Constitutional Court. (1 matter = 5 points up a maximum of 5 matters). | 25 | Matters represented in Supreme Court of Appeal. (1 matter = 4 points up a maximum of 5 matters). | 20 | Matters represented in a High Court. (1 matter = 3 points up a maximum of 5 matters). | 15 | No High Court, or Supreme Court of Appeal or Constitutional Court matters provided. | 0 | 25 |
| Description: Matters represented in a Court   | Points                                      |        |   |    |  |    |   |    |   |   |    |
| Matters represented in Constitutional Court. (1 matter = 5 points up a maximum of 5 matters).   | 25  |        |   |    |  |    |   |    |   |   |    |
| Matters represented in Supreme Court of Appeal. (1 matter = 4 points up a maximum of 5 matters).  | 20  |        |   |    |  |    |   |    |   |   |    |
| Matters represented in a High Court. (1 matter = 3 points up a maximum of 5 matters).   | 15  |        |   |    |  |    |   |    |   |   |    |
| No High Court, or Supreme Court of Appeal or Constitutional Court matters provided.   | 0   |        |   |    |  |    |   |    |   |   |    |

| 8.1.2.   | Capacity of the Bidder | 20                                    |        |  |    |  |    |  |    |   |   |  |
|--|------------------------|---------------------------------------|--------|--|----|--|----|--|----|---|---|--|
| <p><b>Human Resources</b></p> <p>Bidders must provide information on any additional staff employed by the Bidder that support the provision of the services in the <b><u>Category</u></b> i.e.:</p> <ul style="list-style-type: none"><li>• Professional Assistants/Associate.</li><li>• Candidate Legal Practitioners (Candidate Attorney or Pupil).</li><li>• Administrative Support Staff</li><li>• Messenger(s)/Driver(s)</li></ul> <p>Organizational structure reflecting information or position mentioned above must be supplied by the Bidder. (Reference in your proposal where the evidence is provided)</p> <table><tr><th>Description – Number of support staff</th><th>Points</th></tr><tr><td>Organizational structure reflecting four of the staff listed above and two or more additional Professional Assistants/Associate.</td><td>20</td></tr><tr><td>Organizational structure reflecting four of the staff listed above and one additional Professional Assistants/Associate.</td><td>17</td></tr><tr><td>Organizational structure reflecting four of the staff listed above</td><td>15</td></tr><tr><td>Organizational structure reflecting less than four of the staff listed above.</td><td>0</td></tr></table> |                        | Description – Number of support staff | Points | Organizational structure reflecting four of the staff listed above and two or more additional Professional Assistants/Associate. | 20 | Organizational structure reflecting four of the staff listed above and one additional Professional Assistants/Associate. | 17 | Organizational structure reflecting four of the staff listed above | 15 | Organizational structure reflecting less than four of the staff listed above. | 0 |  |
| Description – Number of support staff  | Points                 |                                       |        |  |    |  |    |  |    |   |   |  |
| Organizational structure reflecting four of the staff listed above and two or more additional Professional Assistants/Associate.   | 20                     |                                       |        |  |    |  |    |  |    |   |   |  |
| Organizational structure reflecting four of the staff listed above and one additional Professional Assistants/Associate.   | 17                     |                                       |        |  |    |  |    |  |    |   |   |  |
| Organizational structure reflecting four of the staff listed above   | 15                     |                                       |        |  |    |  |    |  |    |   |   |  |
| Organizational structure reflecting less than four of the staff listed above.  | 0                      |                                       |        |  |    |  |    |  |    |   |   |  |

| 8.1.3.  | Reference Checks | 20   |        |   |    |   |    |   |   |  |
|---|------------------|--|--------|---|----|---|----|---|---|--|
| <p>Bidders must provide signed reference letters, not older than three (3) years by closing date of the Bid, on a company letter head from a minimum of three (3) current/previous clients to whom legal services are/were provided in the <u>Public Law Category</u>. The aforesaid references must include the <u>details</u> below:</p> <ul style="list-style-type: none"><li>• Contact details (number and/or e-mail address) and the name of the person responsible for the management of the services;</li><li>• Confirmation of service rendered; and</li><li>• Date the services were rendered.</li></ul> <p>(Reference in your proposal where the evidence is provided)</p> <p><b>NB: If the letter does not include the information on the three (3) bullet points above the reference letter will not be considered.</b></p> <table><tr><th>Number of Reference Letters with three specified details</th><th>Points</th></tr><tr><td>4 or more letters submitted with all the three specified details.</td><td>20</td></tr><tr><td>3 letters submitted with all the three specified details.</td><td>15</td></tr><tr><td>Less than 3 letters with all three specified details.</td><td>0</td></tr></table> |                  | Number of Reference Letters with three specified details | Points | 4 or more letters submitted with all the three specified details. | 20 | 3 letters submitted with all the three specified details. | 15 | Less than 3 letters with all three specified details. | 0 |  |
| Number of Reference Letters with three specified details  | Points           |  |        |   |    |   |    |   |   |  |
| 4 or more letters submitted with all the three specified details.   | 20               |  |        |   |    |   |    |   |   |  |
| 3 letters submitted with all the three specified details.   | 15               |  |        |   |    |   |    |   |   |  |
| Less than 3 letters with all three specified details.   | 0                |  |        |   |    |   |    |   |   |  |

## 8.2. CATEGORY 2: PERSONAL INJURY LAW

| TECHNICAL EVALUATION CRITERIA  |   | Points                                     |        |  |    |  |    |  |   |    |
|--|---|--|--------|--|----|--|----|--|---|----|
| 8.2.1  | Capability of the Bidder(s) with reference to Lead Legal Practitioner | 60   |        |  |    |  |    |  |   |    |
| 8.2.1.1 The <b>Lead Legal Practitioner</b> must have a minimum of <b>ten (10) years</b> post admission experience in <b><u>Personal Injury Category</u></b> .<br>The Bidder is required to fully complete <b>Annexure B</b> (CV Template) to the specification with regards to the experience of the <b>Lead Legal Practitioner</b> . Failure to complete all columns of Annexure B will lead to no points being allocated.<br><br>(Reference in your proposal where the evidence is provided)<br><br><b>NB: The Lead legal Practitioner must be the same resource provided on 7.2 above. If the resource is not the same zero point will be allocated.</b> <table><tr><th>Description: Number of years of experience</th><th>Points</th></tr><tr><td>12 years or more post admission experience relevant in the Bid Category.</td><td>15</td></tr><tr><td>10 years, but less than 12 years post admission experience relevant in the Bid Category.</td><td>10</td></tr><tr><td>Less than 10 years post admission experience relevant in the Bid Category.</td><td>0</td></tr></table> |   | Description: Number of years of experience | Points | 12 years or more post admission experience relevant in the Bid Category. | 15 | 10 years, but less than 12 years post admission experience relevant in the Bid Category. | 10 | Less than 10 years post admission experience relevant in the Bid Category. | 0 | 15 |
| Description: Number of years of experience   | Points  |  |        |  |    |  |    |  |   |    |
| 12 years or more post admission experience relevant in the Bid Category.   | 15  |  |        |  |    |  |    |  |   |    |
| 10 years, but less than 12 years post admission experience relevant in the Bid Category.   | 10  |  |        |  |    |  |    |  |   |    |
| Less than 10 years post admission experience relevant in the Bid Category.   | 0   |  |        |  |    |  |    |  |   |    |
| 8.2.1.2 The <b>Lead Legal Practitioner</b> must demonstrate their involvement in matters which have <b><u>been litigated or arbitrated and proceeded to judgement</u></b> in relation to <b><u>Personal Injury Category</u></b> . The Bidder is required to list the matters, the capacity in which the legal services were rendered and provide the copies of the first and last two pages of each reported judgements.<br><br>(Reference in your proposal where the evidence is provided)  |   | 20   |        |  |    |  |    |  |   |    |



| Description: List matter with reported judgements | Points |
|---|--------|
| More than 5 matters with reported judgements.     | 20     |
| 3 to 5 matters with reported judgements.          | 15     |
| Less than 3 matters with reported judgements.     | 0      |

8.2.1.3 The **Lead Legal Practitioner** must indicate which court she/he has provided legal representation in relation to **Personal Injury** **Category**. The Bidder is required to list the matters, the capacity or role (representing Plaintiff or Defendant/Applicant or Respondent) and the court in which the legal representation/services were rendered. The list must include the following:

- Case number.
- Name of the parties. (Plaintiff or Defendant/Applicant or Respondent)
- Court.

(Reference in your proposal where the evidence is provided)

**NB: The scoring matrix below carries a maximum of 25 points with the highest points being derived from Matters represented in Constitutional Court. All matters provided will be scored up to a maximum of 25 points.**

| Description: Matters represented in a Court   | Points |
|---|--------|
| Matters represented in Constitutional Court. (1 matter = 5 points up a maximum of 5 matters)    | 25     |
| Matters represented in Supreme Court of Appeal (1 matter = 4 points up a maximum of 5 matters). | 20     |
| Matters represented in a High Court. (1 matter = 3 points up a maximum of 5 matters)            | 15     |
| No High Court, or Supreme Court of Appeal or Constitutional Court matters provided.             | 0      |

25

| 8.2.2  | Capacity of the Bidder | 20                                    |        |  |    |  |    |   |    |   |   |  |
|--|------------------------|---------------------------------------|--------|--|----|--|----|---|----|---|---|--|
| <p><b>Human Resources</b></p> <p>Bidders must provide information on any additional staff employed by the Bidder that support the provision of the services in the <b><u>Category</u></b> i.e.:</p> <ul style="list-style-type: none"><li>• Professional Assistants/Associate.</li><li>• Candidate Legal Practitioners (Candidate Attorney or Pupil).</li><li>• Administrative Support Staff</li><li>• Messenger(s)/Driver(s)</li></ul> <p>Organizational structure reflecting information or position mentioned above must be supplied by the Bidder.</p> <p>(Reference in your proposal where the evidence is provided)</p> <table><tr><th>Description – Number of support staff</th><th>Points</th></tr><tr><td>Organizational structure reflecting four of the staff listed above and two or more additional Professional Assistants/Associate.</td><td>20</td></tr><tr><td>Organizational structure reflecting four of the staff listed above and one additional Professional Assistants/Associate.</td><td>17</td></tr><tr><td>Organizational structure reflecting four of the staff listed above.</td><td>15</td></tr><tr><td>Organizational structure reflecting less than four of the staff listed above.</td><td>0</td></tr></table> |                        | Description – Number of support staff | Points | Organizational structure reflecting four of the staff listed above and two or more additional Professional Assistants/Associate. | 20 | Organizational structure reflecting four of the staff listed above and one additional Professional Assistants/Associate. | 17 | Organizational structure reflecting four of the staff listed above. | 15 | Organizational structure reflecting less than four of the staff listed above. | 0 |  |
| Description – Number of support staff  | Points                 |                                       |        |  |    |  |    |   |    |   |   |  |
| Organizational structure reflecting four of the staff listed above and two or more additional Professional Assistants/Associate.   | 20                     |                                       |        |  |    |  |    |   |    |   |   |  |
| Organizational structure reflecting four of the staff listed above and one additional Professional Assistants/Associate.   | 17                     |                                       |        |  |    |  |    |   |    |   |   |  |
| Organizational structure reflecting four of the staff listed above.  | 15                     |                                       |        |  |    |  |    |   |    |   |   |  |
| Organizational structure reflecting less than four of the staff listed above.  | 0                      |                                       |        |  |    |  |    |   |    |   |   |  |

| 8.2.3   | Reference Checks | 20   |        |  |    |  |    |  |   |  |
|---|------------------|--|--------|--|----|--|----|--|---|--|
| <p>Bidders must provide signed reference letters, not older than three (3) years by closing date of the Bid, from a minimum of three (3) current/previous clients to whom legal services are/were provided in the <b><u>Personal Injury Category</u></b>. The aforesaid references must include the <b><u>details</u></b> below:</p> <ul style="list-style-type: none"><li>• Contact details (number and/or e-mail address) and name of the person responsible for the management of the services or client;</li><li>• Confirmation of service rendered; and</li><li>• Date the services were rendered.</li></ul> <p>(Reference In your proposal where the evidence is provided)</p> <p><b>NB: If the letter does not include the information on the three (3) bullet points above the reference letter will not be considered.</b></p> |                  |  |        |  |    |  |    |  |   |  |
| <table><tr><th>Number of Reference Letters with three specified details</th><th>Points</th></tr><tr><td>20 or more letters submitted with all the three specified details.</td><td>20</td></tr><tr><td>15 to 19 letters submitted with all the three specified details.</td><td>15</td></tr><tr><td>Less than 15 letters with all three specified details.</td><td>0</td></tr></table>  |                  | Number of Reference Letters with three specified details | Points | 20 or more letters submitted with all the three specified details. | 20 | 15 to 19 letters submitted with all the three specified details. | 15 | Less than 15 letters with all three specified details. | 0 |  |
| Number of Reference Letters with three specified details  | Points           |  |        |  |    |  |    |  |   |  |
| 20 or more letters submitted with all the three specified details.  | 20               |  |        |  |    |  |    |  |   |  |
| 15 to 19 letters submitted with all the three specified details.  | 15               |  |        |  |    |  |    |  |   |  |
| Less than 15 letters with all three specified details.  | 0                |  |        |  |    |  |    |  |   |  |

### 8.3 CATEGORY 3: COMMERCIAL LAW

| TECHNICAL EVALUATION CRITERIA  |   | Points   |        |  |    |  |    |  |   |    |
|--|---|--|--------|--|----|--|----|--|---|----|
| 8.3.1  | Capability of the Bidder(s) with reference to Lead Legal Practitioner | 60   |        |  |    |  |    |  |   |    |
| 8.3.1.1 The <b>Lead Legal Practitioner</b> must have a minimum of <b>ten (10) years</b> post admission experience in <b><u>Commercial Law Category</u></b> .<br>The bidder is required to fully complete <b>Annexure B</b> (CV Template) to the specification with regards to the experience of the <b>Lead Legal Practitioner</b> . Failure to complete all columns of Annexure B will lead to no points being allocated.<br><br>(Reference in your proposal where the evidence is provided)<br><br><b>NB: The Lead Legal Practitioner must be the same resource provided on 7.2 above. If the resource is not the same zero point will be allocated.</b><br><br><table><tr><th>Description: Number of years of experience</th><th>Points</th></tr><tr><td>12 years or more post admission experience relevant in the Bid Category.</td><td>15</td></tr><tr><td>10 years, but less than 12 years post admission experience relevant in the Bid Category.</td><td>10</td></tr><tr><td>Less than 10 years post admission experience relevant in the Bid Category.</td><td>0</td></tr></table> |   | Description: Number of years of experience           | Points | 12 years or more post admission experience relevant in the Bid Category. | 15 | 10 years, but less than 12 years post admission experience relevant in the Bid Category. | 10 | Less than 10 years post admission experience relevant in the Bid Category. | 0 | 15 |
| Description: Number of years of experience   | Points  |  |        |  |    |  |    |  |   |    |
| 12 years or more post admission experience relevant in the Bid Category.   | 15  |  |        |  |    |  |    |  |   |    |
| 10 years, but less than 12 years post admission experience relevant in the Bid Category.   | 10  |  |        |  |    |  |    |  |   |    |
| Less than 10 years post admission experience relevant in the Bid Category.   | 0   |  |        |  |    |  |    |  |   |    |
| 8.3.1.2 The <b>Lead Legal Practitioner</b> must demonstrate their involvement in matters which have <b><u>been litigated or arbitrated and proceeded to judgement</u></b> in relation to <b><u>Commercial Law Category</u></b> . The Bidder is required to list the matters, the capacity in which the legal services were rendered and provide the copies of the first and last two pages of each reported judgement.<br><br><table><tr><th>Description: List of matters with reported judgments</th><th>Points</th></tr><tr><td>More than 5 matters with reported judgements.</td><td>20</td></tr><tr><td>3 to 5 matters with reported judgements.</td><td>15</td></tr></table>  |   | Description: List of matters with reported judgments | Points | More than 5 matters with reported judgements.                            | 20 | 3 to 5 matters with reported judgements.   | 15 | 20   |   |    |
| Description: List of matters with reported judgments   | Points  |  |        |  |    |  |    |  |   |    |
| More than 5 matters with reported judgements.  | 20  |  |        |  |    |  |    |  |   |    |
| 3 to 5 matters with reported judgements.   | 15  |  |        |  |    |  |    |  |   |    |

|  | Less than 3 matters with reported judgements.   | 0 |  |    |                                    |        |  |    |  |    |   |    |  |   |
|--|---|---|--|----|------------------------------------|--------|--|----|--|----|---|----|--|---|
| 8.3.1.3  | The <b>Lead Legal Practitioner</b> must indicate their involvement in transactions of high value in relation to <b><u>Commercial Law Category</u></b> . The Bidder is required to list the transactions, the capacity or role in the transaction and the value in which the legal services were rendered. (Reference in your proposal where the evidence is provided) |   |  | 25 |                                    |        |  |    |  |    |   |    |  |   |
| <table><tr><th>Description: Value of Transactions</th><th>Points</th></tr><tr><td>Transaction to the value more than R48 million</td><td>25</td></tr><tr><td>Transaction to the value of 48 million</td><td>20</td></tr><tr><td>Transaction to the value of R24 million but less than R48 million</td><td>15</td></tr><tr><td>Transaction less than the value of R24 million</td><td>0</td></tr></table>   |   |   |  |    | Description: Value of Transactions | Points | Transaction to the value more than R48 million | 25 | Transaction to the value of 48 million | 20 | Transaction to the value of R24 million but less than R48 million | 15 | Transaction less than the value of R24 million | 0 |
| Description: Value of Transactions   | Points  |   |  |    |                                    |        |  |    |  |    |   |    |  |   |
| Transaction to the value more than R48 million   | 25  |   |  |    |                                    |        |  |    |  |    |   |    |  |   |
| Transaction to the value of 48 million   | 20  |   |  |    |                                    |        |  |    |  |    |   |    |  |   |
| Transaction to the value of R24 million but less than R48 million  | 15  |   |  |    |                                    |        |  |    |  |    |   |    |  |   |
| Transaction less than the value of R24 million   | 0   |   |  |    |                                    |        |  |    |  |    |   |    |  |   |
| 8.3.2  | Capacity of the Bidder  |   |  | 20 |                                    |        |  |    |  |    |   |    |  |   |
| <b>Human Resources</b>   |   |   |  |    |                                    |        |  |    |  |    |   |    |  |   |
| Bidders must provide information on any additional staff employed by the Bidder that support the provision of the services in the Category i.e.: <ul style="list-style-type: none"><li>Professional Assistants/Associate.</li><li>Candidate Legal Practitioners (Candidate Attorney or Pupil).</li><li>Administrative Support Staff</li><li>Messenger(s)/Driver(s)</li></ul> Organizational structure reflecting information or position mentioned above must be supplied by the Bidder. (Reference in your proposal where the evidence is provided) |   |   |  |    |                                    |        |  |    |  |    |   |    |  |   |

| Description – Number of support staff  |  | Points |  |  |
|--|--|--------|--|--|
| Organizational structure reflecting four of the staff listed above and two or more additional Professional Assistants/Associate. |  | 20     |  |  |
| Organizational structure reflecting four of the staff listed above and one additional Professional Assistants/Associate.         |  | 17     |  |  |
| Organizational structure reflecting four of the staff listed above   |  | 15     |  |  |
| Organizational structure reflecting less than four of the staff listed above.  |  | 0      |  |  |

| 8.3.4  | Reference Checks | 20   |        |   |    |   |    |   |   |  |
|--|------------------|--|--------|---|----|---|----|---|---|--|
| <p>Bidders must provide signed reference letters, not older than three (3) years by closing date of the Bid, on a company letter head from a minimum of three (3) current/previous clients to whom legal services are/were provided in the <b><u>Commercial Law Category</u></b>. The aforesaid references must include the <b><u>details</u></b> below:</p> <ul style="list-style-type: none"><li>• Contact details (number and/or e-mail address) and name of the person responsible for the management of the services;</li><li>• Confirmation of services rendered; and</li><li>• Date the services were rendered.</li></ul> <p>(Reference in your proposal where the evidence is provided)</p> <p><b>NB: If the letter does not include the information on the three (3) bullet points above the reference letter will not be considered.</b></p> <table><tr><th>Number of Reference Letters with three specified details</th><th>Points</th></tr><tr><td>4 or more letters submitted with all the three specified details.</td><td>20</td></tr><tr><td>3 letters submitted with all the three specified details.</td><td>15</td></tr><tr><td>Less than 3 letters with all three specified details.</td><td>0</td></tr></table> |                  | Number of Reference Letters with three specified details | Points | 4 or more letters submitted with all the three specified details. | 20 | 3 letters submitted with all the three specified details. | 15 | Less than 3 letters with all three specified details. | 0 |  |
| Number of Reference Letters with three specified details   | Points           |  |        |   |    |   |    |   |   |  |
| 4 or more letters submitted with all the three specified details.  | 20               |  |        |   |    |   |    |   |   |  |
| 3 letters submitted with all the three specified details.  | 15               |  |        |   |    |   |    |   |   |  |
| Less than 3 letters with all three specified details.  | 0                |  |        |   |    |   |    |   |   |  |

#### 8.4. CATEGORY 4: LABOUR AND EMPLOYMENT LAW

| TECHNICAL EVALUATION CRITERIA   |   | Points                                     |        |  |    |  |   |  |   |    |
|---|---|--|--------|--|----|--|---|--|---|----|
| 8.4.1   | Capability of the Bidder(s) with reference to Lead Legal Practitioner | 50   |        |  |    |  |   |  |   |    |
| 8.4.1.1 The <b>Lead Legal Practitioner</b> must have a minimum of <b>ten (10) years</b> post admission experience in <b><u>Labour and Employment Law Category.</u></b><br><br>The Bidder is required to fully complete <b>Annexure B</b> (CV Template) to the specification with regards to the experience of the <b>Lead Legal Practitioner</b> . Failure to complete all columns of Annexure B will lead to no points being allocated.<br><br>(Reference In your proposal where the evidence is provided)<br><br><b>NB: The Lead Legal Practitioner must be the same resource provided on 7.2 above. If the resource is not the same zero point will be allocated.</b><br><br><table><tr><th>Description: Number of years of experience</th><th>Points</th></tr><tr><td>12 years or more post admission experience relevant in the Bid Category.</td><td>10</td></tr><tr><td>10 years, but less than 12 years post admission experience relevant in the Bid Category.</td><td>6</td></tr><tr><td>Less than 10 years post admission experience relevant in the Bid Category.</td><td>0</td></tr></table> |   | Description: Number of years of experience | Points | 12 years or more post admission experience relevant in the Bid Category. | 10 | 10 years, but less than 12 years post admission experience relevant in the Bid Category. | 6 | Less than 10 years post admission experience relevant in the Bid Category. | 0 | 10 |
| Description: Number of years of experience  | Points  |  |        |  |    |  |   |  |   |    |
| 12 years or more post admission experience relevant in the Bid Category.  | 10  |  |        |  |    |  |   |  |   |    |
| 10 years, but less than 12 years post admission experience relevant in the Bid Category.  | 6   |  |        |  |    |  |   |  |   |    |
| Less than 10 years post admission experience relevant in the Bid Category.  | 0   |  |        |  |    |  |   |  |   |    |
| 8.4.1.2 The <b>Lead Legal Practitioner</b> must demonstrate their involvement in matters which have <b><u>been litigated or arbitrated and proceeded to judgement</u></b> in relation to <b><u>Labour and Employment Law Category</u></b> . The Bidder is required to list the matters, the capacity in which the legal services were rendered and provide the copies of the first and last two pages of each reported judgement. (Reference in your proposal where the evidence is provided)   |   | 20   |        |  |    |  |   |  |   |    |

|  | <table><tr><th>Description: List matter</th><th>Points</th></tr><tr><td>More than 5 matters with reported judgements.</td><td>20</td></tr><tr><td>3 to 5 matters with reported judgements.</td><td>15</td></tr><tr><td>Less than 3 matters with reported judgements.</td><td>0</td></tr></table> | Description: List matter | Points   | More than 5 matters with reported judgements. | 20                         | 3 to 5 matters with reported judgements. | 15                       | Less than 3 matters with reported judgements. | 0                            |   |
|--|--|--------------------------|--|---|----------------------------|--|--------------------------|---|------------------------------|---|
| Description: List matter   | Points   |                          |  |   |                            |  |                          |   |                              |   |
| More than 5 matters with reported judgements.  | 20   |                          |  |   |                            |  |                          |   |                              |   |
| 3 to 5 matters with reported judgements.   | 15   |                          |  |   |                            |  |                          |   |                              |   |
| Less than 3 matters with reported judgements.  | 0  |                          |  |   |                            |  |                          |   |                              |   |
| <p>8.4.1.3 The <b>Lead Legal Practitioner</b> must have experience in initiating and/ or chairing <b>Disciplinary, Incapacity and/or chairing Grievance Hearings.</b></p> <p>Please list the number of <b><u>finalised cases</u></b> of disciplinary and/or Incapacity hearings initiated and/ or chaired as well as Grievance hearings chaired by the <b>Lead Legal Practitioner</b> in the last five (5) years as at the date of closure of this bid.</p> <p>(Reference in your proposal where the evidence is provided)</p> |  | 20                       |  |   |                            |  |                          |   |                              |   |
| <table><tr><th>Description: Experience in initiating and/ or chairing</th><th>Points</th></tr><tr><td>15 or more finalised cases</td><td>20</td></tr><tr><td>10 to 14 finalised cases</td><td>15</td></tr><tr><td>Less than 10 finalised cases</td><td>0</td></tr></table>   |  |                          | Description: Experience in initiating and/ or chairing | Points  | 15 or more finalised cases | 20                                       | 10 to 14 finalised cases | 15  | Less than 10 finalised cases | 0 |
| Description: Experience in initiating and/ or chairing   | Points   |                          |  |   |                            |  |                          |   |                              |   |
| 15 or more finalised cases   | 20   |                          |  |   |                            |  |                          |   |                              |   |
| 10 to 14 finalised cases   | 15   |                          |  |   |                            |  |                          |   |                              |   |
| Less than 10 finalised cases   | 0  |                          |  |   |                            |  |                          |   |                              |   |



| 8.4.2  | Capability of the Bidder(s) with reference to the Investigators | 30 |   |        |                  |    |              |    |                   |   |
|--|---|----|---|--------|------------------|----|--------------|----|-------------------|---|
| <b>8.4.2.1 Resource Track Record – Senior Investigator</b>   |   |    |   |        |                  |    |              |    |                   |   |
| <p>The Senior Investigator to be deployed to the RAF must have experience in investigating allegations of workplace misconduct. Please list the number of workplace misconduct investigations conducted by the resource in the last five (5) years from the date of closure of bid.</p> <p>(Reference in your proposal where the evidence is provided)</p> |   |    |   |        |                  |    |              |    |                   |   |
| <table><tr><th>Description: Experience in Investigations</th><th>Points</th></tr><tr><td>10 or more cases</td><td>15</td></tr><tr><td>6 to 9 cases</td><td>12</td></tr><tr><td>Less than 6 cases</td><td>0</td></tr></table>   |   |    | Description: Experience in Investigations | Points | 10 or more cases | 15 | 6 to 9 cases | 12 | Less than 6 cases | 0 |
| Description: Experience in Investigations  | Points  |    |   |        |                  |    |              |    |                   |   |
| 10 or more cases   | 15  |    |   |        |                  |    |              |    |                   |   |
| 6 to 9 cases   | 12  |    |   |        |                  |    |              |    |                   |   |
| Less than 6 cases  | 0   |    |   |        |                  |    |              |    |                   |   |

#### 8.4.2.2 Resource Track Record – Junior Investigator

The Junior Investigator to be deployed to the RAF must have experience in investigating allegations of workplace misconduct. Please list the number of workplace misconduct investigations conducted by the resource in the last five (5) years from the date of closure of bid.

(Reference in your proposal where the evidence is provided)

| Description: Experience in Investigations | Points |
|---|--------|
| More than 6 cases                         | 15     |
| 3 to 5 cases                              | 12     |
| Less than 3 cases                         | 0      |

#### 8.4.3 Reference Checks

20

Bidders must provide signed reference letters, not older than three (3) years by closing date of the Bid, on a company letter head from a minimum of three (3) current/previous clients to whom legal services are/were provided in the **Labour and Employment Law Category**. The aforesaid references must include the **details** below:

- Contact details (number and/or e-mail address) and name of the person responsible for the management of the services;
- Confirmation of service rendered; and
- Date the services were rendered.

(Reference in your proposal where the evidence is provided)

**NB: If the letter does not include the information on the three (3) bullet points mentioned above the reference letter will not be considered.**

| Number of Reference Letters with three specified details          | Points |
|---|--------|
| 5 or more letters submitted with all the three specified details. | 20     |
| 4 letters submitted with all the three specified details.         | 15     |
| 3 letters submitted with all the three specified details.         | 10     |
| Less than 3 letters with all three specified details.             | 0      |

## **8.5. CATEGORY 5: PRIVACY AND INFORMATION TECHNOLOGY (IT)**

| TECHNICAL EVALUATION CRITERIA  |   | Points                                     |        |  |    |  |    |  |   |  |
|--|---|--|--------|--|----|--|----|--|---|--|
| 8.5.1  | Capability of the Bidder(s) with reference to Lead Legal Practitioner | 60   |        |  |    |  |    |  |   |  |
| 8.5.1.1 The <b>Lead Legal Practitioner</b> must have a minimum of <b>ten (10) years</b> post admission experience in <b><u>Privacy and Information Technology Law Category.</u></b><br><br>The Bidder is required to fully complete <b><i>Annexure B</i></b> (CV Template) to the specification with regards to the experience of the <b>Lead Legal Practitioner</b> . Failure to complete all columns of Annexure B will lead to no points being allocated.<br><br>(Reference in your proposal where the evidence is provided)<br><br><b>NB: The Lead Legal Practitioner must be the same resource provided on 7.2 above. If the resource is not the same zero point will be allocated.</b> |   |  |        |  |    |  |    |  |   |  |
| <table><tr><th>Description: Number of years of experience</th><th>Points</th></tr><tr><td>12 years or more post admission experience relevant in the Bid Category.</td><td>15</td></tr><tr><td>10 years, but less than 12 years post admission experience relevant in the Bid Category.</td><td>10</td></tr><tr><td>Less than 10 years post admission experience relevant in the Bid Category.</td><td>0</td></tr></table>   |   | Description: Number of years of experience | Points | 12 years or more post admission experience relevant in the Bid Category. | 15 | 10 years, but less than 12 years post admission experience relevant in the Bid Category. | 10 | Less than 10 years post admission experience relevant in the Bid Category. | 0 |  |
| Description: Number of years of experience   | Points  |  |        |  |    |  |    |  |   |  |
| 12 years or more post admission experience relevant in the Bid Category.   | 15  |  |        |  |    |  |    |  |   |  |
| 10 years, but less than 12 years post admission experience relevant in the Bid Category.   | 10  |  |        |  |    |  |    |  |   |  |
| Less than 10 years post admission experience relevant in the Bid Category.   | 0   |  |        |  |    |  |    |  |   |  |

8.5.1.2 The **Lead Legal Practitioner** must demonstrate their involvement in matters which have **been litigated or arbitrated and proceeded to judgement** in relation to **Privacy and Information Technology Law Category**. The Bidder is required to list the matters, the capacity in which the legal services were rendered and provide the copies of the first and last two pages of each reported judgements. (Reference in your proposal where the evidence is provided)

| Description: List matter with reported judgements | Points |
|---|--------|
| More than 5 matters with reported judgements.     | 20     |
| 3 to 5 matters with reported judgements.          | 15     |
| Less than 3 matters with reported judgements.     | 0      |

8.5.1.3 The **Lead Legal Practitioner** must indicate which court she/he has provided legal representation in relation to **Privacy and Information Technology Law Category**. The Bidder is required to list the matters, the capacity or role (representing Plaintiff or Defendant/Applicant or Respondent) and the court in which the legal representation /services were rendered. The list must include the following details:

- Case number.
- Name of the parties (Plaintiff or Defendant/Applicant or Respondent).
- Court.

**NB: The scoring matrix below carries a maximum of 25 points with the highest points being derived from Matters represented in Constitutional Court. All matters provided will be scored up to a maximum of 25 points.**

| Description: Matters represented in a Court   | Points |
|---|--------|
| Matters represented in Constitutional Court. (1 matter = 5 points up a maximum of 5 matters)    | 25     |
| Matters represented in Supreme Court of Appeal. (1 matter = 4 points up a maximum of 5 matters) | 20     |

|  |    |  |  |
|--|----|--|--|
| Matters represented in a High Court. (1 matter = 3 points up a maximum of 5 matters) | 15 |  |  |
| No High Court, or Supreme Court of Appeal or Constitutional Court matters provided   | 0  |  |  |

| 8.5.2  | Capability of the Bidder | 20                                    |        |  |    |  |   |   |   |   |   |  |
|--|--------------------------|---------------------------------------|--------|--|----|--|---|---|---|---|---|--|
| 8.5.2.1 Bidders must provide information on any additional staff employed by the Bidder that support the provision of the services in the Category i.e.: <ul style="list-style-type: none"><li>Professional Assistants/Associate.</li><li>Candidate Legal Practitioners (Candidate Attorney or Pupil).</li><li>Administrative Support Staff</li><li>Messenger(s)/Driver(s)</li></ul> Organizational structure reflecting information or position mentioned above must be supplied by the Bidder. (Reference in your proposal where the evidence is provided)   |                          | 10                                    |        |  |    |  |   |   |   |   |   |  |
| <table><tr><th>Description – Number of support staff</th><th>Points</th></tr><tr><td>Organizational structure reflecting four of the staff listed above and two or more additional Professional Assistants/Associate.</td><td>10</td></tr><tr><td>Organizational structure reflecting four of the staff listed above and one additional Professional Assistants/Associate.</td><td>8</td></tr><tr><td>Organizational structure reflecting four of the staff listed above.</td><td>7</td></tr><tr><td>Organizational structure reflecting less than four of the staff listed above.</td><td>0</td></tr></table> |                          | Description – Number of support staff | Points | Organizational structure reflecting four of the staff listed above and two or more additional Professional Assistants/Associate. | 10 | Organizational structure reflecting four of the staff listed above and one additional Professional Assistants/Associate. | 8 | Organizational structure reflecting four of the staff listed above. | 7 | Organizational structure reflecting less than four of the staff listed above. | 0 |  |
| Description – Number of support staff  | Points                   |                                       |        |  |    |  |   |   |   |   |   |  |
| Organizational structure reflecting four of the staff listed above and two or more additional Professional Assistants/Associate.   | 10                       |                                       |        |  |    |  |   |   |   |   |   |  |
| Organizational structure reflecting four of the staff listed above and one additional Professional Assistants/Associate.   | 8                        |                                       |        |  |    |  |   |   |   |   |   |  |
| Organizational structure reflecting four of the staff listed above.  | 7                        |                                       |        |  |    |  |   |   |   |   |   |  |
| Organizational structure reflecting less than four of the staff listed above.  | 0                        |                                       |        |  |    |  |   |   |   |   |   |  |
| 8.5.2.2 The Bidder must have conducted training and/or awareness in implications of new legislation and/or existing legislation with regards to ICT. The Bidders must provide reference letters, not older than three (3) years by closing date of the Bid, on a company letter head from current/previous clients to whom training and/or awareness sessions are/were provided.   |                          | 10                                    |        |  |    |  |   |   |   |   |   |  |

The aforesaid references must include the details below:

- Contact details (number and/or e-mail address) and name of the person responsible for the management or sourcing of the training and awareness session; and
- Confirmation of the training and or awareness sessions (subject or topic) provided.

(Reference in your proposal where the evidence is provided)

| Description: Number of training and/or awareness sessions                                  | Points |
|--|--------|
| Bidder has conducted 10 or more ICT training and /or awareness sessions.                   | 10     |
| Bidder has conducted 5 to 9 ICT training and/or awareness sessions.                        | 8      |
| Bidder has conducted less than 5 ICT training and awareness sessions, or no data provided. | 0      |

| 8.5.3  | Reference Checks | 20 |  |        |   |    |   |    |   |   |
|--|------------------|----|--|--------|---|----|---|----|---|---|
| <p>Bidders must provide signed reference letters, not older than three (3) years by closing date of the Bid, on a company letter head from a minimum of three (3) current/previous clients to whom legal services are/were provided in the <b><u>Privacy and Information Technology Law Category</u></b>. The aforesaid references must include the <b><u>details</u></b> below:</p> <ul style="list-style-type: none"><li>• Contact details (number and/or e-mail address) and name of the person responsible for the management of the services;</li><li>• Confirmation of services rendered; and</li><li>• Date the services were rendered.</li></ul> <p>(Reference in your proposal where the evidence is provided)</p> <p><b>NB: If the letter does not include the information on the three (3) bullet points above the reference letter will not be considered.</b></p> <table><tr><th>Number of Reference Letters with three specified details</th><th>Points</th></tr><tr><td>5 or more letters submitted with all the three specified details.</td><td>20</td></tr><tr><td>3 letters submitted with all the three specified details.</td><td>15</td></tr><tr><td>Less than 3 letters with all three specified details.</td><td>0</td></tr></table> |                  |    | Number of Reference Letters with three specified details | Points | 5 or more letters submitted with all the three specified details. | 20 | 3 letters submitted with all the three specified details. | 15 | Less than 3 letters with all three specified details. | 0 |
| Number of Reference Letters with three specified details   | Points           |    |  |        |   |    |   |    |   |   |
| 5 or more letters submitted with all the three specified details.  | 20               |    |  |        |   |    |   |    |   |   |
| 3 letters submitted with all the three specified details.  | 15               |    |  |        |   |    |   |    |   |   |
| Less than 3 letters with all three specified details.  | 0                |    |  |        |   |    |   |    |   |   |

## 8.6. CATEGORY 6: COST CONSULTANTS

| TECHNICAL EVALUATION CRITERIA  |  | Points   |        |  |    |  |    |  |   |    |
|--|--|--|--------|--|----|--|----|--|---|----|
| 8.6.1  | Capability of the Bidder(s) with reference to Lead Legal Practitioner  | 80   |        |  |    |  |    |  |   |    |
|  | <p>8.6.1.1 The <b>Lead Legal Practitioner</b> must have a minimum of <b>ten (10) years</b> post admission experience in <b><u>Cost Consultants</u></b> <b><u>Category</u></b>.</p> <p>The Bidder is required to fully complete <b>Annexure B</b> (CV Template) to the specification with regards to the experience of the <b>Lead Legal Practitioner</b>. Failure to complete all columns of Annexure B will lead to no points being allocated. (Reference in your proposal where the evidence is provided)</p> <p>NB: The Lead legal Practitioner must be the same resource provided on 7.2 above. If the resource is not the same zero point will be allocated.</p> <table><tr><th>Description: Number of years of experience</th><th>Points</th></tr><tr><td>12 years or more post admission experience relevant in the Bid Category.</td><td>20</td></tr><tr><td>10 years, but less than 12 years post admission experience relevant in the Bid Category.</td><td>15</td></tr><tr><td>Less than 10 years post admission experience relevant in the Bid Category.</td><td>0</td></tr></table> | Description: Number of years of experience               | Points | 12 years or more post admission experience relevant in the Bid Category. | 20 | 10 years, but less than 12 years post admission experience relevant in the Bid Category. | 15 | Less than 10 years post admission experience relevant in the Bid Category. | 0 | 20 |
| Description: Number of years of experience   | Points   |  |        |  |    |  |    |  |   |    |
| 12 years or more post admission experience relevant in the Bid Category.                 | 20   |  |        |  |    |  |    |  |   |    |
| 10 years, but less than 12 years post admission experience relevant in the Bid Category. | 15   |  |        |  |    |  |    |  |   |    |
| Less than 10 years post admission experience relevant in the Bid Category.               | 0  |  |        |  |    |  |    |  |   |    |
|  | <p>8.6.1.2 The <b>Lead Legal Practitioner</b> must demonstrate their involvement in settling Bills of costs on matters which have <b><u>been settled, litigated or arbitrated in</u></b> relation to <b><u>Cost Consultant Category</u></b> in the last three (3) years. The Bidder is required to list the matters (including case number, drawn, settled and saved amount). (Reference in your proposal where the evidence is provided)</p> <table><tr><th>Description: Matters settled in the last three (3) years</th><th>Points</th></tr><tr><td>More than 30 matters settled.</td><td>30</td></tr><tr><td>15 to 30 matters settled.</td><td>20</td></tr><tr><td>Less than 15 matters settled.</td><td>0</td></tr></table>  | Description: Matters settled in the last three (3) years | Points | More than 30 matters settled.  | 30 | 15 to 30 matters settled.  | 20 | Less than 15 matters settled.  | 0 | 30 |
| Description: Matters settled in the last three (3) years                                 | Points   |  |        |  |    |  |    |  |   |    |
| More than 30 matters settled.  | 30   |  |        |  |    |  |    |  |   |    |
| 15 to 30 matters settled.  | 20   |  |        |  |    |  |    |  |   |    |
| Less than 15 matters settled.  | 0  |  |        |  |    |  |    |  |   |    |



| 8.6.1.3 The <b>Lead Legal Practitioner</b> must demonstrate their involvement in opposing Bills of costs on matters which <b><u>proceeded to taxation</u></b> in relation to <b><u>Cost Consultant Category</u></b> in the last three (3) years. The Bidder is required to list the matters (including case number, drawn, settled and saved amount). (Reference in your proposal where the evidence is provided) | 30   |        |                             |    |                         |    |                             |   |  |
|---|--|--------|-----------------------------|----|-------------------------|----|-----------------------------|---|--|
| <table><tr><th>Description: Matters Taxed in the last three (3) years</th><th>Points</th></tr><tr><td>More than 30 matters taxed.</td><td>30</td></tr><tr><td>15 to 30 matters taxed.</td><td>25</td></tr><tr><td>Less than 15 matters taxed.</td><td>0</td></tr></table>   | Description: Matters Taxed in the last three (3) years | Points | More than 30 matters taxed. | 30 | 15 to 30 matters taxed. | 25 | Less than 15 matters taxed. | 0 |  |
| Description: Matters Taxed in the last three (3) years  | Points   |        |                             |    |                         |    |                             |   |  |
| More than 30 matters taxed.   | 30   |        |                             |    |                         |    |                             |   |  |
| 15 to 30 matters taxed.   | 25   |        |                             |    |                         |    |                             |   |  |
| Less than 15 matters taxed.   | 0  |        |                             |    |                         |    |                             |   |  |

|       |  |    |
|-------|--|----|
| 8.6.2 | Reference Checks   | 20 |
|       | <p>Bidders must provide signed reference letters, not older than three (3) years by closing date of the Bid, from a minimum of three (3) current/previous clients to whom legal services are/were provided in the <b><u>Cost consultants Category</u></b>. The aforesaid references must include the <b><u>details</u></b> below:</p> <ul style="list-style-type: none"> <li>• Contact details (number and/or e-mail address) and name of the person responsible for the management of the services or the client;</li> <li>• Confirmation of service rendered; and</li> <li>• Date the services were rendered.</li> </ul> <p>(Reference In your proposal where the evidence is provided)</p> <p><b>NB: If the letter does not include the information on the three (3) bullet points above the reference letter will not be considered.</b></p> |    |

|  |  | Number of Reference Letters with three specified details          | Points |  |  |
|--|--|---|--------|--|--|
|  |  | 5 or more letters submitted with all the three specified details. | 20     |  |  |
|  |  | 4 letters submitted with all the three specified details.         | 15     |  |  |
|  |  | 3 letters submitted with all the three specified details.         | 10     |  |  |
|  |  | Less than 3 letters with all three specified details.             | 0      |  |  |

Bidders who score a minimum threshold of **70 out of 100** points on the technical/functional evaluation will be listed on the panel for the Category they responded and qualified for.

## 9. PRICING SCHEDULE:

9.1. The Bidder shall be entitled to base its fees on the following **Fee Schedule**:

| SENIORITY OF RESOURCE                                   | HOURLY RATE (INCLUDING VAT) |
|---|-----------------------------|
| Lead legal Practitioner – Director / Partner            | R 2 600                     |
| Lead Legal Practitioner – Associate Level               | R2 300                      |
| Professional Assistant / Associate/ Senior investigator | R 2 000                     |
| Candidate Legal Practitioner / Junior Investigator      | R 1 500                     |
| Experts including approved briefed Counsel              | To be negotiated            |

9.2. In addition to the tariff set out above the RAF shall pay the Bidder for disbursements incurred in providing the **Services**, subject to the following provisions:

- 9.2.1. All disbursements shall be charged at actual costs without any margin or mark-up.
- 9.2.2. No travelling expenses may be charged for travel within 30km of the RAF office in that particular Province unless prior approval is obtained in writing by the RAF.
- 9.2.3. The RAF will not pay for perusal fees of the correspondent. The correspondent acts as an address for service of documents unless prior approval is obtained in writing from the RAF.
- 9.2.4. The successful Bidder must verify and validate the disbursements before submission to the RAF.

9.3. Where travelling may be required with the prior written approval of the Delegated Official of the RAF, expenses may be charged subject to the following limitations:

- 9.3.1. Airfare (domestic) - economy class tickets;
- 9.3.2. Airfare (international) – economy class tickets;
- 9.3.3. Car hire – Group B vehicles;
- 9.3.4. Own vehicle – cost per kilometer calculated in accordance with the SARS rates in respect of a petrol vehicle with an engine capacity of 1600 cc; and

- 9.3.5. Accommodation – shall be charged for bed-and-breakfast establishments with a maximum of a three-star rating.
- 9.3.6. RAF will pay only for one resource unless prior approval is obtained in writing by the RAF.
- 9.4. Attendance per day capped at 8 (eight) hours unless prior approval is obtained in writing by the RAF.
- 9.5. The RAF will only pay for delivery, service and filing of documents at the kilometer rate as detailed on 9.3.4 above.
- 9.6. The RAF will only pay a maximum of half the hourly rate spent on travelling time (this counsel and expert as approved by the RAF).
- 9.7. The RAF reserves its rights herein to arrange the necessary travel arrangements for the successful Bidder in accordance with its Travel and Management Policy.

**The above Pricing Schedule for the appointed Bidder for the provision of legal services shall be for the initial year of services, thereafter, it shall be negotiated annually three (3) months prior to the anniversary of the contract.**

## **ANNEXURE A**

### **TECHNICAL AND ORGANISATIONAL SECURITY MEASURES**

During the subsistence of the contract, the successful Bidder will be entrusted with the RAFs confidential, private, personal or sensitive information ('referred to herein as files, data and or documents').

The successful Bidder shall have such policies in place to comply with the provisions of the Protection of Personal Information Act, 4 of 2013.

#### **The successful Bidder shall therefore implement the following measures *inter alia*:**

##### **1.1 Document Handling and Transportation**

The successful Bidder must have protocols in place to ensure proper handling and transport of files to and from the successful Bidder's premises. The successful Bidder must have a secure transportation system (lockable) to transfer files to and from the premises.

###### **1.1.1 Security Measures**

During handling and transport, the files must be kept in lockable containers or packaging to prevent loss, theft, or damage.

###### **1.1.2 Record Keeping**

The successful Bidder should maintain accurate records of each document stored, including its location, access history, and retention schedule. The records should be organised in a way that allows for easy and accurate tracking of each document.

##### **1.2 Document Retrieval and Handling**

###### **1.2.1 Secure Retrieval**

The successful Bidder should use secure protocols for retrieving the documents, including verifying the identity of the requester and ensuring that the documents and records are transported securely.

###### **1.2.2 Record Keeping**

The successful Bidder should maintain a detailed record of all retrieval activities, including the date and time of the activity, the identity of the requester, and the reason for the activity.

### **1.2.3 Secure Storage**

The physical documents and records should be stored in lockable cabinets to prevent unauthorised access or tampering.

### **1.2.4 Access Control**

The physical documents and records should be accessible only to authorised personnel, and the successful Bidder should have policies and procedures in place to ensure that access is controlled and monitored.

### **1.2.5 Fire Suppression**

The successful Bidder premises should have a fire suppression system or similar in place, fire extinguishers with carbon dioxide, to prevent damage or loss of documents and records in the event of a fire.

## **1.3 Security including secure facility**

The successful Bidder's premises should have a secure perimeter with controlled access and or surveillance systems. The premises should have secure doors, locks, and alarms to prevent unauthorised access.

### **1.3.1 Physical Security**

The successful Bidder must have physical security measures in place to ensure the safety and security of the documents, including controlled access points, surveillance cameras, and or 24/7 security monitoring. The successful Bidder must always ensure the physical security of records in their possession. All document storage facilities must be adequately protected against unauthorised access. Should there be any real, attempted, or suspected breach of physical security the successful Bidder will be obliged to inform the RAF and provide any CCTV footage, police report and linked alarm system records of the incident.

### **1.3.2 Document Access Control**

Access to the documents and records must be controlled, with only authorised personnel permitted to handle, view, or transport the documents.

### **1.3.3 Access Monitoring and Control**

The successful Bidder must have access monitoring and control procedures in place to ensure that only authorised personnel are granted access to the documents and records and the storage facility.

#### 1.3.4 **Network Security**

The digital document storage systems must have appropriate technical security measures in place, such as firewalls, intrusion detection, and encryption, to protect against unauthorised access or attacks.

ANNEXURE B

Bid Category:

Bidder's Name:

Lead Legal Practitioner name:

Date of admission:

Experience aligned to requirements of Bid Category

Capture key details of your experience including the number of years of exposure in the Bid Category here.

| Description of nature of work performed | Entity  | Year work was performed (Start to end date, include date, month and year) | Capacity           | Contact person | Contact person and contact details |
|---|---------|---|--------------------|----------------|------------------------------------|
| e.g. end to end litigation services     | XYZ Ltd | 01.02 2022 – 31.01 2023   | Engagement Manager | John Doe       | 012 442 2980                       |
|   |         |   |                    |                |                                    |
|   |         |   |                    |                |                                    |
|   |         |   |                    |                |                                    |
|   |         |   |                    |                |                                    |
|   |         |   |                    |                |                                    |
|   |         |   |                    |                |                                    |
|   |         |   |                    |                |                                    |
|   |         |   |                    |                |                                    |
|   |         |   |                    |                |                                    |
|   |         |   |                    |                |                                    |



Bidder Name:.....

Bidders Signature:.....

Date:.....

**THE NATIONAL TREASURY**

**Republic of South Africa**



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**GOVERNMENT PROCUREMENT: GENERAL**

**CONDITIONS OF CONTRACT**

**July 2010**

## **NOTES**

The purpose of this document is to:

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

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

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

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## **General Conditions of Contract**

### **1. Definitions**

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

RSA.

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

obligations of the supplier covered under the contract.

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

## **2. Application**

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

## **3. General**

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

## **4. Standards**

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

## **5. Use of contract documents and information; inspection.**

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

## **6. Patent rights**

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

## **7. Performance security**

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

## **8. Inspections, tests and analyses**

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



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

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

## **9. Packing**

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

## **10. Delivery and documents**

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

## **11. Insurance**

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

## **12. Transportation**

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

## **13. Incident al services**

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

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

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

#### **14. Spare parts**

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

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

#### **15. Warranty**

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

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

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

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

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

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

**16. Payment**

- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

**17. Prices**

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

**18. Contract amendments**

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

**19. Assignment**

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

**20. Subcontracts**

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

**21. Delays in the supplier's performance**

- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.

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

- 21.4 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.
- 21.5 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.
- 21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without canceling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

## **22. Penalties**

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

## **23. Termination for default**

- 23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
  - (b) if the Supplier fails to perform any other obligation(s) under the contract; or
  - (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.

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

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

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

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

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

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

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

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

**24. Anti-dumping  
and  
countervailing  
duties and rights**

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

may be due to him

**25. Force  
Majeure**

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

**26. Termination  
for  
insolvency**

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

**27. Settlement  
of Disputes**

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

**28. Limitation  
of liability**

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

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



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)