



INVITATION TO BID

BID NUMBER:	EKZNW01/2024/25
DESCRIPTION OF GOOD/SERVICE/WORK REQUIRED:	APPOINTMENT OF A PANEL OF ATTORNEYS FOR A PERIOD OF FIVE (5) YEARS TO ASSIST THE EZEMVELO KZN WILDLIFE WITH LEGAL RELATED MATTERS ON AN AD HOC BASIS.
COMPULSORY BRIEFING SESSION DATE & ADDRESS:	DATE: 25 April 2024 Time: 11:00am Venue: Ezemvelo KZN Wildlife, Head Office Queen Elizabeth Park 1 Peter Brown Drive Montrose, Pietermaritzburg 3200
CONDITIONS OF BID AWARD	This bid will be awarded per category: - Bidders are advised to select the category they will be bidding for by ticking the table on pg.43. - Should the bidder decide to bid for more than one (1) category, submission of documents must be for each category. ▪ Kindly Refer to page 43.
CLOSING DATE AND TIME:	21 May 2024 11:00am
BID VALIDITY PERIOD:	120 calendar days (commencing from the Closing Date)
BID DOCUMENTS DELIVERY ADDRESS:	Ezemvelo KZN Wildlife, Head Office Queen Elizabeth Park No. 1 Peter Brown Drive Montrose, Pietermaritzburg NB: Bidders must submit both hard copies and electronic documents in the form of a USB.
NAME OF BIDDER:	

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

PLEASE NOTE THAT THIS BID IS SUBJECT TO TREASURY REGULATIONS 16A ISSUED IN TERMS OF THE PUBLIC FINANCE MANAGEMENT ACT, 1999, THE KWAZULU-NATAL SUPPLY CHAIN MANAGEMENT POLICY FRAMEWORK, EZEMVELO KZN WILDLIFE SUPPLY CHAIN MANAGEMENT POLICY AND ALL OTHER PRESCRIPTS THAT REGULATE PUBLIC PROCUREMENT IN THE REPUBLIC OF SOUTH AFRICA.

1. Unless inconsistent with or expressly indicated otherwise by the context, the singular shall include the plural and visa versa and with words importing the masculine gender shall include the feminine and the neuter.
2. Under no circumstances whatsoever may the bid forms be retyped or redrafted. Photocopies of the original bid documentation may be used, but an original signature must appear on such photocopies.
3. The bidder is advised to check the number of pages and to satisfy himself that none are missing or duplicated.
4. **Bids submitted must be accurately completed. Bidders must ensure that all questions are answered. If questioned are “not applicable”, bidders must ensure that “N/A” is indicated in the relevant space. It is not permissible to leave blank spaces or unanswered questions. Bidders will only be considered if the bid document is accurately completed and accompanied by all relevant certificates and other necessary applicable information. Original signature must appear on all relevant Sections of the bid document. Failure to comply with the same will invalidate your bid.**
5. Bids shall be lodged at the address indicated not later than the closing time specified for their receipt, and in accordance with the directives in the bid documents.
6. Each bid shall be addressed in accordance with the directives in the bid documents and shall be lodged in a separate sealed envelope, with the name and address of the bidder, the bid number and closing date indicated on the envelope. The envelope shall not contain documents relating to any bid other than that shown on the envelope. If this provision is not complied with, such bids may be rejected as being invalid.
7. All bids received in sealed envelopes with the relevant bid numbers on the envelopes are kept unopened in safe custody until the closing time of the bids. Where, however, a bid is received open, it shall be sealed. If it is received without a bid number on the envelope, it shall be opened, the bid number ascertained, the envelope sealed, and the bid number written on the envelope.
8. A specific box is provided for the receipt of bids, and no bid found in any other box or elsewhere subsequent to the closing date and time of bid will be considered.
9. No bid sent through the post will be considered if it is received after the closing date and time stipulated in the bid documentation, and proof of posting will not be accepted as proof of delivery.
10. No bid submitted by telefax, telegraphic or other electronic means will be considered.

11. Bidding documents must not be included in packages containing samples. Such bids may be rejected as being invalid.
12. Any alteration made by the bidder must be initialed.
13. Use of correcting fluid is prohibited.
14. Bids will be opened in public as soon as practicable after the closing time of bid.
15. Where practical, prices are made public at the time of opening bids.
16. If it is desired to make more than one offer against any individual item, such offers should be given on a photocopy of the page in question. Clear indication thereof must be stated on the schedules attached.
17. Bidder must initial each and every page of the bid document.
18. **For compulsory briefing sessions - Bidders must ensure that during a briefing session, the certificate is stamped and signed, also ensure that the attendance register is signed. Failure to comply with any of these will result to disqualification.**

REGISTRATION ON THE CENTRAL SUPPLIERS DATABASE

1. In terms of the National Treasury Instruction Note, all suppliers of goods and services to the State are required to register on the Central Suppliers Database.
2. Prospective suppliers should self-register on the CSD website www.csd.gov.za
3. If a business is registered on the Database and it is found subsequently that false or incorrect information has been supplied, then the Ezemvelo KZN Wildlife may, without prejudice to any other legal rights or remedies it may have.

3.1cancel a bid or a contract awarded to such supplier, and the supplier would become liable for any damages if a less favorable bid is accepted, or less favorable arrangements are made.

4. **The same principles as set out in paragraph 3 above are applicable should the supplier fail to request updating of its information on the Central Suppliers Database, relating to changed particulars or circumstances.**
5. IF THE SUPPLIER IS NOT REGISTERED AT THE CLOSING TIME OF BID, THE SUPPLIER WILL BE DISQUALIFIED AT THE BID EVALUATION PROCESS.

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

WHO REPRESENTS (state name of bidder) _____

CSD Registration Number _____

AM AWARE OF THE CONTENTS OF THE CENTRAL SUPPLIER DATABASE WITH RESPECT TO THE BIDDER'S DETAILS AND REGISTRATION INFORMATION, AND THAT THE SAID INFORMATION IS CORRECT AND UP TO DATE AS ON THE DATE OF SUBMITTING THIS BID.

AND I AM AWARE THAT INCORRECT OR OUTDATED INFORMATION MAY BE A CAUSE FOR DISQUALIFICATION OF THIS BID FROM THE BIDDING PROCESS, AND/OR POSSIBLE CANCELLATION OF THE CONTRACT THAT MAY BE AWARDED ON THE BASIS OF THIS BID.

SIGNATURE OF BIDDER OR AUTHORISED REPRESENTATIVE

DATE: . _____

INVITATION TO BID

YOU ARE HEREBY INVITED TO QUOTE FOR REQUIREMENTS OF THE EZEMVELO KZN WILDLIFE

BID NUMBER:	EKZNW01/2024/25	CLOSING DATE:	21 May 2024	CLOSING TIME:	11:00
DESCRIPTION	APPOINTMENT OF A PANEL OF ATTORNEYS FOR A PERIOD OF FIVE (5) YEARS TO ASSIST THE EZEMVELO KZN WILDLIFE WITH LEGAL RELATED MATTERS ON AN AD HOC BASIS				

BID RESPONSE DOCUMENTS MUST BE DEPOSITED AT THE FOLLOWING ADDRESS:

Ezemvelo KZN Wildlife, Head Office

Queen Elizabeth Park

No. 1 Peter Brown Drive, Montrose

Pietermaritzburg, 3202

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO

TECHNICAL ENQUIRIES MAY BE DIRECTED TO:

CONTACT PERSON	Sicelo Msibi	CONTACT PERSON	Ms N.F Bulunga- Mthethwa
TELEPHONE NUMBER	033 845 1450	TELEPHONE NUMBER	033 8451635
FACSIMILE NUMBER		FACSIMILE NUMBER	
E-MAIL ADDRESS	msibis@kznwildlife.com	E-MAIL ADDRESS	mthethwan@kznwildlife.com

SUPPLIER INFORMATION

NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION					

NUMBER				
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No: MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] ☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX] ☐ Yes ☐ No
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]				
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS				
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? ☐ YES ☐ NO DOES THE ENTITY HAVE A BRANCH IN THE RSA? ☐ YES ☐ NO DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? ☐ YES ☐ NO DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? ☐ YES ☐ NO IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? ☐ YES ☐ NO IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER.3 BELOW.				

TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
- 1.4. **THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).**

2. TAX COMPLIANCE REQUIREMENTS

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
- 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
- 2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

(Proof of authority must be submitted e.g. company resolution)

DATE:

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

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

Full Name	Identity Number	Name of State institution

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

- 2.2. 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 consortium² will not be construed as collusive bidding.

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

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

² Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

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 bid der

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 80/20 preference point system.
- b) 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	80
SPECIFIC GOALS	20
Total points for Price and SPECIFIC GOALS	100

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

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

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

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

Where

P_s = Points scored for price of tender under consideration

P_t = Price of tender under consideration

P_{min} = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

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

Where

P_s = Points scored for price of tender under consideration

P_t = Price of tender under consideration

P_{max} = 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.

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) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
51% Black owned enterprise.	05	
51% owned by Black people who are women.	05	
51% owned by Black people who are youth.	05	
Geographical Location Bidders located within KwaZulu Natal	05	

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

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

restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and

- (e) forward the matter for criminal prosecution, if deemed necessary.

_____ SIGNATURE(S) OF TENDERER(S) SURNAME AND NAME:_____ DATE: _____ ADDRESS:_____ _____
--

GENERAL CONDITIONS OF BID

Unless inconsistent with or expressly indicated otherwise by the context, the singular shall include the plural and vice versa and words importing the masculine gender shall include the feminine and the neuter.

1. Definitions and Interpretations

- 1.1 "Employer" shall mean The KwaZulu Natal Nature Conservation Board (Herein after referred to as the Board)
- 1.2 Employer's representative shall be: - Mr. Sihle Mkhize – Acting Chief Executive Officer, Telephone No. - (033) 845 1511.

2. Issuing of Documents and Cost of Bidding

The Employer will not reimburse bidders for any expenses incurred in the preparation of the bids and submission of a bid offer, including the costs of any testing necessary to demonstrate that aspects of the offer satisfy requirements.

3. Bid validity period

Unless a longer period is stipulated, all bids must remain binding for a minimum period of (120) calendar days the date of the bid closing date.

4. Submission of Bids

The bid shall be signed by a person duly authorized to do so. Bids submitted by Joint Ventures of two or more firms shall be accompanied by the document of formation of the Joint Venture, authenticated by a notary public or other official deputed to witness sworn statements, in which is defined precisely the conditions under which the Joint Venture will function, its period of duration, the persons authorized to represent, the participation of the several firms forming the Joint Venture, and any other information necessary to permit a full appraisal of its functioning. It shall state which of the signatories the lead partner is and whom the employer shall hold liable for the purpose of the bid offer.

A Bid submitted by:

- a) A registered Company may not be considered unless accompanied by a resolution of a Board of Directors of the Company authorizing the Bid to be made and the signatory to sign the bid on the Company's behalf;
- b) A registered Close Corporation may not be considered unless accompanied by written authority from all the signatory members of the Close Corporation authorizing the bid to be made and the signatory to sign the bid on the Close Corporation's behalf;
- c) A Partnership may not be considered unless duly signed by all partners or more parties duly authorized thereto to Power of Attorney by the parties, copy of which should accompany this bid document;
- d) A trust may not be considered unless duly signed by all trustees authorizing the bid to be made and the signatory to sign the bid on the Trust's behalf.

Bids are to be submitted in a sealed envelope addressed to the Supply Chain Manager and must be placed in the bid box. This envelope should be endorsed with the following:

➤ **Bid Number:** EKZNW01/2024/25

Description of Services: APPOINTMENT OF A PANEL OF ATTORNEYS FOR A PERIOD OF FIVE (5) YEARS TO ASSIST EZEMVELO KZN WILDLIFE WITH LEGAL RELATED MATTERS ON AN AD HOC BASIS.

➤ **Closing date:** 21 May 2024

The employer shall not assume any responsibility for the misplacement or premature opening of the bid offer if the outer package is not sealed and marked as stated.

Failure to identify the envelope with the relevant and individual bid reference number may lead to the bid being disregarded. The envelope shall not contain documents relating to any bid other than that shown on the envelope.

No bid submitted by post, fax or other electronic means will be considered. Bids sent, via courier services will only be accepted if placed into the Bid Box. It is the Bidder's responsibility to ensure that this is done.

A specific bid box is provided for the receipt of bids, and no bid found in any other box or elsewhere subsequent to the closing date and time of bid will be considered.

The employer shall return bid offer received after the closing time stated in the advertisement, unopened, (unless it is necessary to open a bid submission to obtain a forwarding address), to the bidder concerned.

Bids must be submitted on the documentation provided by the Ezemvelo KZN Wildlife (original bid documents). Submitting a copy of the original bid document will invalidate your bid.

5. Notices to Bidders

Prior to the date for submission of bids, the Employer's Representative may issue notices to bidders in the form of circulars/addenda or modify the bid documents. A copy of each notice will be issued to every Bidder, who shall duly acknowledge receipt thereof. The "Notice to Bidder" circulars shall become part of the bid documents and shall be signed by the Bidder and submitted with other bid documents.

6. Amendments to Bid by Employer

The Employer will adjust arithmetical errors in the extension of rates and totals in the bid and the Bidder will be informed of the effect of any corrections on its bid sum prior to the award of the contract. In such cases the unit will be taken as being correct.

7. Bidder to satisfy itself as to Conditions and Circumstances of Bid

The Bidder shall be deemed to have satisfied itself as to all the conditions and circumstances affecting the bid, **including the physical aspects of working areas**, and by the submission of a bid will confirm acceptance of the conditions and circumstances applicable to any subsequent contract.

Bidders are advised to check the number of pages and to satisfy themselves that none are missing or duplicated. No liability whatsoever will be recognised by KZN Wildlife in regard to any claim thereof.

8. Alternative Bids

Bidders who submit alternative bids may do so only after having submitted bids strictly in accordance with the Technical Specification, Scope of Work and Price Schedule. Should the Bidders wish to offer any alternative it shall state such alternative fully in covering documentation attached to its bid. Such documentation shall include a fully priced Price Schedule and precise details of such offer and any change in financial, constructional, maintenance or other risk between the base offer and the alternative.

9. Qualification of Bids

Bids which are qualified may be rejected and all other things being equal, will lead to rejection of the qualified bid in favour of any other non-qualified bid.

10. Offering of a Commission or Gratuity

If the Bidder, or any employee, is found to have either directly or indirectly offered, promised or given to any office bearer of the Employer any commission, gratuity, gift or other consideration, the Employer shall have the right to disqualify the bid and cancel any existing contracts without paying any compensation to the Bidder.

11. Method of Award

The Employer may award any contract to any one or more Suppliers at its discretion. The basis for any adjudication will be on consideration of a combination of the price/rates offered, functionality/technical and commercially acceptable bid(s). Black Economic Empowerment Achievements will also be taken into account.

12. Acceptance of Bid

The lowest, or any bid will not necessary be accepted and the Employer reserves the right to accept any bid either in whole, or in part or to withdraw.

Notification of acceptance of bid (an award of a contract) will be in writing signed by or on behalf of the Chief Executive Officer of the KZN Wildlife. Oral advice on the acceptance of a bid will not constitute any obligation towards, nor a contract between, a bidder and KZN Wildlife.

13. Rejection of Bids

Any bid which does not comply with the Conditions of Bid may be regarded as incomplete and may be rejected.

14. Ownership of Documentation

All documents relating to the bid remain the property of the Employer and a copy of the contract will be sent to the successful Bidder.

15. Undertaking in Event of Withdrawal of Bid.

Should the Bidder withdraw its bid during the specified period for which it holds good, or if when notified that its bid has been accepted, fails to provide the security required under this contract within the period stipulated in the contract, it shall pay to the Employer upon demand any increased amount between the breached bid and the bid that the Employer finally accepts, without prejudice to any other rights which the Employer may have in law against the Bidder.

The Employer shall have the right to recover such sums by set-off against any money which may be due or become due to the Bidder, under any other contract, or against any guarantee or deposit which may have been furnished by or on behalf of the Bidder for the due fulfillment of any other Contract between the Employer and the Bidder. Pending the ascertainment of the amount of the Bidder's liability to the Employer in terms of this Conditions of Bid, the Employer may retain such monies, guarantee or deposit as security for any loss which the Employer may sustain by reason of the Bidder's default.

16. Precedence of Documentation

Should there be a conflict within the contract documentation, the following shall be order of precedence:

- 16.1. Form of Agreement (Contract)
- 16.2. Technical Specification/Terms of Reference
- 16.3. Price Schedule
- 16.4. Special Conditions of Contract
- 16.5. General Conditions of Contract
- 16.6. General Conditions of Bid

17. Alterations or Corrections

No unauthorized alteration or addition shall be made to the Agreement, Price Schedule, or any portion of the original text in the Bid Documents. If such addition or alteration is made, or if the Price Schedule is not properly completed, the Bid may be rejected.

Any amendment or correction in the Bid document of bided amount/sum/rate or other entry must be affected only by deleting the incorrect entry and writing the correct amount/sum/rate/entry just above it in **INK**. Each and every amendment/correction must be initialed by all signatories to the Bid.

The use of "TIPPEX" correcting fluid or any other similar substance to make corrections and/ or alterations **ANYWHERE** in the Bid Document is **NOT** permitted and any Bid altered/amended in such a manner may be declared invalid. The use of any erasable ink i.e., pencil will invalidate your bid.

18. Confidentiality of Bid Documents

All recipients of the bid documents shall, whether a bid is submitted or not, treat the details of the document as private and confidential and the general content shall not be disclosed or discussed with third parties without the prior approval of the Employer.

19. Copyright

No part of this document and any document enclosed with this enquiry may be copied, photographed or repeated in any manner or by any process without the written consent of the Employer. Copyright is reserved on specifications, system and processes contained in the document. Any person, firm, body or consultant shall be responsible jointly and severally, in their personal and corporate capacities, for any contravention of this requirement for bidding and/ or any copyright clauses contained in the document.

20. False Declarations

All information requested in this document and provided by the Bidder is accepted in good faith as being true and accurate. Any false declaration or intentional omission of relevant facts will be viewed in a serious light by The Board, and should the true facts be established, that may disqualify the Bidder concerned.

21. Consent to Risk Analysis and Access to Information

The Bidder agrees that the Employer may use the services and records of specialists or a registered credit bureau and other suppliers for information required in the original and future assessment risk, both technical and commercial.

If the Bidder is a private or unlisted public company, close corporation, or other artificial person, then it undertakes to advise the Employer immediately in writing of any agreement concluded for the change of its shareholding, membership or ownership. In such event (or if the Bidder fails to advise the Employer as required in terms hereof), the Employer reserves the right to re-assess any risk.

22. Prices quoted in bid documents

All prices quoted in bid documents must be in South African currency and be inclusive of Value-Added Tax. Unless the price is broken down into separate components of (a) net price, (b) total price, (c) total price (i.e. including the tax consideration), the price quoted on a document will be DEEMED inclusive of value – Added Tax. No bid document which has not been priced (i.e., Bid prices not inserted in the spaces on the form/s provided therefore) will be admitted.

23. Compulsory meeting (If applicable)

Confirmation of attendance of compulsory inspection will be recorded on site. Non-attendance of compulsory site inspection/information/clarification meeting will invalidate your bid. Late entries will not be allowed. Bidder must be represented at the meeting by a person who is suitably qualified and experienced to comprehend the implications of the work.

24. Tax Clearance Certificate

A Valid Original Tax Clearance Certificate (or in the case of a Joint Venture, of all partners in the Joint Venture) must be submitted with the bid document.

Please note that your Tax Clearance Certificate will be verified with SARS prior to the award of this bid, you are therefore requested to ensure that your Tax Clearance Certificate is valid until the finalization.

25. Certificates

The following certificates must be provided with the bid document. If they are not provided the bidder's offer may be considered as non-responsive:

1. Company/CC/Trust/Partnership/Co-operative registration certificates
2. Joint Venture Agreement and Power of attorney in case of Joint Ventures
3. ID certificates in case of one-man concerns

26. Eligibility

A bidder will not be eligible to submit a bid if:

1. the bidder submitting the bid is under restrictions or has principals who are under restriction to participate in the Employer's procurement due to corrupt or fraudulent practices;
2. the bidder submitting the bid is insolvent, bankrupt, has his affairs administered by a court or a judicial officer, has suspended his business activities, or is subject to legal proceeding in respect of the foregoing;
3. the bidder does not comply with the legal requirements stated in the Employer's procurement policy;
4. the bidder cannot demonstrate that he possesses the necessary professional and technical qualifications and competent, financial resources, equipment and other physical facilities, managerial capacity, personnel, experience and reputation to perform the contract.

27. Arithmetical errors

Where there is a discrepancy between the amounts in figures and in words, the amount in words shall govern.

28. Submitting a bid offer

Bidder must submit one bid only, either as a single bidding entity or as a member in a Joint Venture to provide the whole of works, services or supply identified in the contract data and described in the scope of works, unless stated otherwise in the tender data. The bid must be only in the original bid document as obtained from Ezemvelo KZN Wildlife. Copied bid document will be disregarded.

GENERAL CONDITIONS OF CONTRACT

1. Definitions

The following terms shall be interpreted as indicated:

- 1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
- 1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
- 1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
- 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- 1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 1.7 "Day" means calendar day.
- 1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.
- 1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.
- 1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
- 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
- 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

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

2. Application

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

3. General

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

4. Standards

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

5. Use of contract documents and information; inspection.

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

6. Patent rights

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

7. Performance security

7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.

7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.

7.3 The performance security shall be denominated in the currency of the contract or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:

7.4 A bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or

7.5 A cashier's or certified cheque

7.5.1 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. Incidental Services

13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:

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

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

14. Spare parts

1.1 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 contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.

21. Delays in the supplier's performance

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

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

- 21.3** No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4** The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.
- 21.5** Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.
- 21.6** Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties

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

23. Termination for default

- 23.1** The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
 - (b) if the Supplier fails to perform any other obligation(s) under the contract; or
 - (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 23.2** In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.
- 23.3** Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.
- 23.4** If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not

objected against and may impose it on the supplier.

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

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

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

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

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

24. Anti-dumping and countervailing duties and rights

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

25. Force Majeure

25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the force majeure

event.

26. Termination for insolvency

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

27. Settlement of Disputes

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

28. Limitation of liability

- 28.1** Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;
- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and
 - (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29. Governing language

- 29.1** The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.

30. Applicable law

- 30.1** The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.

31. Notices

31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice

31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

32. Taxes and duties

32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.

32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.

32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

33. National Industrial Participation (NIP) Programme

33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.

34. Prohibition of Restrictive practices

34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).

34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

AUTHORITY TO SIGN A BID

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

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

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

_____ hereby authorise Mr/Mrs/Ms _____

acting in the capacity of _____

whose signature is _____

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

NAME	ADDRESS	SIGNATURE	DATE

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

Note:

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

Co-operative: Resolution letter from the directors

Close Corporation: Resolution letter from the directors

Company: Resolution letter from the director/s

Sole Proprietor: Resolution letter from the director
Partnership: Resolution letter from the director
Joint Venture / Consortium: Resolution/agreement passed/reached' signed by the authorised representatives of the enterprises

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

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

APPOINTMENT OF A PANEL OF ATTORNEYS FOR A PERIOD OF FIVE (5) YEARS TO ASSIST THE EZEMVELO KZN WILDLIFE WITH LEGAL RELATED MATTERS ON AN AD HOC BASIS

1. BACKGROUND

Ezemvelo KZN Wildlife is a South African state-owned Conservation Agency established in terms of the *KwaZulu-Natal Nature Conservation Management Act (Act No. 9 of 1997)* with the mandate of conserving; protecting; controlling and managing Protected Areas and their biological diversity, which represents the indigenous fauna, flora, landscapes and associated cultural heritage of the KwaZulu Natal (KZN) Province. As a Public Entity, Ezemvelo is also governed by the *Public Finance Management Act, Act 1 of 1999 (as amended by Act 29 of 1999)* and listed as a Schedule 3 Part, C Public Entity.

This request for proposal seeks to ensure that the Entity complies with all applicable laws and that it manages its legal risks efficiently. Ezemvelo KZN Wildlife from time to time requires the services of legal practitioners in diverse matters. The needs are unplanned and requires immediate attention. This has prompted the Ezemvelo to seek and register a panel of legal expertise, which will be call upon as and when (ad- hoc) needs for legal services arises. Prospective bidders will be selected on the basis of competency and capability on their area of service. Selected bidders will be listed on a panel of service providers contracted to render legal services to the Ezemvelo KZN Wildlife. It is for this purpose that an invitation is issued to all prospective bidders for listing on the Ezemvelo KZN Wildlife panel of legal practitioners.

2. OBJECTIVE

The objective of this bid is to create a database of suitable, qualified, and competent legal firms with adequate capacity and experience in dealing with legal matters. Bids will be used to create a pool or panel of preferred legal service providers. The appointed pool of legal firms will be called on to serve Ezemvelo KZN Wildlife on a need's basis. When need arises for the Ezemvelo KZN Wildlife to procure any of the specialist legal services in respect of any of the mentioned categories, all the service providers falling within one or more specific categories will be utilized on a **rotational basis** in a fair and objective manner.

3. SCOPE OF WORK

Prospective bidders are expected to indicate in their proposal one or more areas of work specialization or service from the table below. Bidders who have the required skills and can render the scope of work as described in each of the areas of work, must indicate their selected competency area (s) and complete the table in paragraph 4, below.

3.1 Categories of Expertise are as follows: -

3.1.1 International Law

Scope of work

- Provide legal opinion(s) in respect of International Law matters.
- Assist in drafting of Public or Private International Law agreement(s) to be entered into by the Ezemvelo KZN Wildlife.
- Advise on the legal interpretation and legal implications of existing or proposed Public or Private international, agreements to be entered into, by Ezemvelo KZN Wildlife; and
- Legally represent Ezemvelo KZN Wildlife in all Court cases/ matters related to International Law.

Skills required.

- Experience in providing legal opinion(s) in International Law matters.
- Experience knowledge of International Law.
- Experience in the drafting, vetting and interpretation of Public and Private International Law.
- Experience in regulatory framework governing international dispute resolution; and
- Experience in Magistrate Court, High Court Rules and procedures, Supreme Court of Appeal and Constitutional Court matters.

3.1.2 Administrative Law

Scope of work

- Provide legal opinion(s) in respect of Administrative Law matters.
- Assist in drafting of public or private Administrative Law agreement(s) to be entered into by the Ezemvelo KZN Wildlife.
- Advise on the legal interpretation and legal implications of existing or proposed Public Administrative Law agreements to be entered into, by Ezemvelo KZN Wildlife; and
- Legally represent Ezemvelo KZN Wildlife in all Court cases/ matters related to Administrative Law.

Skills required.

- Experience in providing legal opinion(s) in Administrative Law matters.
- Experience knowledge of Administrative Law.
- Experience experience in the drafting, vetting and interpretation of Public Administrative Law.
- Experience in regulatory framework governing Administrative Law dispute resolution; and
- Experience in Magistrate Court, High Court Rules and procedures, Supreme Court of Appeal and Constitutional Court matters.

3.1.3 Labour and Employment Law

Scope of work

- Provide legal opinion(s) on Labour, employment benefits and Employment Law related matters.
- Assist in disciplinary hearings, arbitrations, and other Labour dispute resolution;
- Legally represents Ezemvelo KZN Wildlife in all Court cases/ matters related to Labour Law; and
- Conduct investigations that relate to Labour matters.

Skills required.

- Experience in Labour Law and Employment Law jurisprudence for purposes of providing legal opinion(s);
- Experience in CCMA and other dispute resolution forums; and
- Experience in CCMA and in Labour Court Rules.

3.1.4 Criminal Law and Civil Law

Scope of work

- Conduct litigation on behalf of Ezemvelo KZN Wildlife.
- Ensure effective and efficient litigation processes are followed.
- Safeguard all pleadings and documents in litigation matters.
- Provide oral and written legal advice throughout the litigation process(es).
- Avoid prescriptions, barring and default judgments; and
- Assist and represent the organization in criminal and civil matters.

Skills Required

- Experience in providing legal opinion(s) in Criminal and Civil Law matters.
- Experience in Criminal and Civil Law.
- Experience in vetting and drafting of Civil Law documents.
- Experience in regulatory framework governing Civil Law procedure and Criminal Law procedure.
- Experience in Civil Magistrate Court, High Court Rules and procedures, Supreme Court of Appeal and Constitutional Court matters; and
- Experience in Court representation on Criminal and Civil matters.

3.1.5 Corporate Governance and Commercial Law

Scope of work

- Advise on projects, transactions of Corporate Law and Commercial law.
- Provide legal opinion (s) on matters related to Corporate Law and Commercial law.
- Legally represent Ezemvelo KZN Wildlife in Court cases/ matters related to Corporate Law and Commercial law; and
- Draft, review, and advice on Commercial Agreement(s).

Skills Required

- Experience in working with transactions of Corporate and Commercial Law.
- Experience in research and drafting skills, for purposes of preparing legal opinion(s) of a Corporate Law and Commercial law; and
- Experience in Magistrate Court, High Court Rules and procedures, Supreme Court of Appeal and Constitutional Court matters.

3.1.6 Intellectual Property Law

Scope of work

- Provide legal opinion(s) on Intellectual Property Law.
- Draft, review, and advice on Intellectual Property Law agreements; and
- Legally represent Ezemvelo KZN Wildlife in Court cases/ matters related to Intellectual Property law.

Skills Required.

- Experience in providing legal opinion(s) in Intellectual Property Law matters.
- Experience in vetting and drafting of Intellectual Property Law documents.
- Experience in regulatory framework governing Intellectual Property Law procedure.
- Experience in Magistrate Court, High Court Rules and procedures, Supreme Court of Appeal and Constitutional Court matters; and
- Experience in Court representation on Intellectual Property Law matters.

3.1.7 Environmental Laws

Scope of work

- Provide legal advice on Environmental Laws.
- Draft and review agreements related to Environmental Laws; and
- Legally represent Ezemvelo KZN Wildlife in Court cases/ matters related to Environmental Laws.

Skills Required.

- Experience in providing legal opinion(s) in Environmental Laws matters.
- Experience in vetting and drafting of Environmental Laws documents.
- Experience in regulatory framework governing Environmental Laws and procedure.
- Experience in Magistrate Court, High Court Rules and procedures, Supreme Court of Appeal and Constitutional Court matters; and
- Experience in Court representation on Environmental Laws matters.

3.1.8 Insurance Law

Scope of work

- Provide legal advice on Insurance Law.
- Draft and review Insurance agreements.
- Legally represent Ezemvelo KZN Wildlife in Court cases/ matters related to Insurance Law.

Skills Required.

- Experience in providing legal opinion(s) in Insurance Laws matters.
- Experience in vetting and drafting of Insurance Laws documents.
- Experience in regulatory framework governing insurance Laws and procedure.
- Experience in Magistrate Court, High Court Rules and procedures, Supreme Court of Appeal and Constitutional Court matters; and
- Experience in Court representation on insurance Laws matters.

3.1.9 Land Act

Scope of work

- Provide Legal advice on Land Act.
- Provide advice on land invasion.
- Draft and review co-management agreement; and
- Legally represent Ezemvelo KZN Wildlife in Court cases/ matters related to Land Act

Skills Required.

- Experience in providing legal opinion(s) in Land Act matters.
- Experience in vetting and drafting of Land Act documents.
- Experience in regulatory framework governing Land Act and procedure.
- Experience in Magistrate Court, High Court Rules and procedures, Supreme Court of Appeal and Constitutional Court matters; and
- Experience in Court representation on Land Act matters.

3.1.10 Protection of Personal Information Law

Scope of work

- Provide legal advice on Protection of Personal Information Law.
- Assist Ezemvelo to comply with Regulator's POPIA requirements; and
- Legally represent Ezemvelo KZN Wildlife in Court cases /matters related to Protection of Personal Information Law.

Skills Required

- Experience in providing legal opinion(s) in Protection of Personal Information Law matters.
- Experience in vetting and drafting of Protection of Personal Information Law documents.
- Experience in regulatory framework governing Protection of Personal Information Law and procedure.
- Experience in Magistrate Court, High Court Rules and procedures, Supreme Court of Appeal and Constitutional Court matters; and
- Experience in Court representation on Protection of Personal Information Law matters.

3.1.11 Construction Law

Scope of work

- Provide legal advice on Construction law.
- Draft and review construction agreement.
- Legally represent Ezemvelo KZN Wildlife in Court cases / matters related to Construction Law.

Skilled Required

- Experience in providing legal opinion(s) in Construction Law matters.
- Experience in vetting and drafting of Construction Law documents.
- Experience in regulatory framework governing Construction Law and procedures.
- Experience in Magistrate Court, High Court Rules and procedures, Supreme Court of Appeal and Constitutional Court matters; and
- Experience in Court representation on Construction Law matters.

3.1.12 Data Privacy Law

Scope of work

- Provide legal advice on Data Privacy Law.
- Draft and review Data Privacy Law and agreements.
- Assist Ezemvelo to comply with Data Privacy Law; and
- Legally represents Ezemvelo KZN Wildlife in Court cases/matters related to Data Privacy Law.

Skills Required

- Experience in providing legal opinion(s) in Data Privacy Law matters.
- Experience in vetting and drafting of Data Privacy Law documents.
- Experience in regulatory framework governing Data Privacy Law and procedures.
- Experience in Magistrate Court, High Court Rules and procedures, Supreme Court of Appeal and Constitutional Court matters; and
- Experience in Court representation on Data Privacy Law matters.

3.1.13 Conveyancing Law

Scope of work

- Provide legal advice on Conveyancing Law.
- Draft and review Conveyancing documents/ agreements; and
- Legally represents Ezemvelo KZN Wildlife in Court cases/ matters related to conveyancing matters.

Skills required.

- Experience in providing legal opinion(s) in Conveyancing Law matters.
- Experience in vetting and drafting of Conveyancing Law documents.
- Experience in regulatory framework governing Conveyancing Law and procedures.
- Experience in Magistrate Court, High Court Rules and procedures, Supreme Court of Appeal and Constitutional Court matters; and
- Experience in Court representation on Conveyancing Law matters.

3.1.14 Constitutional Law

Scope of work

- Provide legal opinions in respect of Constitutional Law matters.
- Ensure technical quality, adherence to best practice and consistency with the Constitution and other Acts of Parliament; and
- Legally represents Ezemvelo KZN Wildlife in all Court cases/ matters related to Constitutional law.

Skills Required

- Experience in providing legal opinion(s) in Constitutional Law matters.
- Experience in vetting and drafting of Constitutional Law documents.
- Experience in regulatory framework governing Constitutional Law and procedures.
- Experience in Magistrate Court, High Court Rules and procedures, Supreme Court of Appeal and Constitutional Court matters; and
- Experience in Court representation on Constitutional Law matters.

4.SPECIALISED LAW SERVICES/FIELDS

Bidders to note the following:

- This bid will be awarded per category.
- Bidders are advised to select the category they will be bidding for by ticking the table below.
- Should the bidder decide to bid for more than one (1) category, submission of documents must be for each category

Table 4: Summary of Specialised Law Services/Fields

Category	Indicate which category you are bidding
1.International Law	
2. Administrative Law	
3. Labour And Employment Law	
4. Criminal Law and Civil Law	
5. Corporate Governance and Commercial Law	
6. Intellectual Property Law	
7.Environmental Laws	
8.Insurance Law	
9.Land Act	
10.Protection of Personal Information Law	
11.Construction Law	
12.Data Privacy Law	
13.Conveyancing Law	
14.Constitutional Law	

SPECIAL CONDITIONS OF CONTRACT

1. INTRODUCTION

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

2. CONTRACT PERIOD

- 2.1. The contract shall be for the period of Five (05) years.

3. LEGAL SERVICES FEES AND OTHER RELATED MATTERS

- 3.1 The prevailing attorney's fees as gazetted by the Department of Justice and Constitutional development from time to time will be used for all legal services rendered. No deviation will be allowed on the Government Gazetted Fees.
- 3.2 The organisation shall accept advocate's fees as per prevailing State Attorneys Advocate Rates Annexure "C"; however, the Organisation may pay for higher advocate's fees than the one stated above herein, subject to issuing a prior written consent by the organisation to pay such higher advocate fees.
- 3.3 Where specific cases require travel cost implications, these costs will be claimed in accordance with the government's prescribed rate. If the bidder is outside of KZN Province, the Organisation **shall not be** liable for the travel disbursement(s) incurred by the bidder. Should the bidder travel within the KZN Province, to legally represent the Organisation, the Organisation shall only be liable to pay distance between his/ her registered address/ point where he/she entered KZN Province to point of destination. The travel costs reimbursement to be used for the purposes of this contract are the ones that are published by the Department of Transport monthly. Travel costs will be curbed at percentage that will be stipulated in the panel rules.
- 3.4 To comply with the requirements of basing appointments on price and preference, all suppliers will be allocated the same points for price.
- 3.5 It is imperative that the bidders must ensure that the curriculum Vitae (CVs) submitted are not included in other bidders' proposals. Should a duplication of CVs be identified across proposals, such CV will be disregarded for both bidders during the evaluation process.
- 3.6 Where CVs of independent Legal Practitioners are submitted, confirmation that these resources have authorised for their CVs to be used, must be submitted. The required confirmation must be in the form of an affidavit by the independent Legal Practitioner.

4. TAX MATTERS

It is a condition of this bid that the tax matters of a successful bidder must be in order, or that satisfactory arrangements have been made with South African Revenue Services (SARS) to meet the bidder's obligation.

The Tax Compliance status requirements are also applicable to foreign bidders/individual who wish to submit bids.

Bidder must be registered on the Central Supplier Database (CSD) and provide its CSD number.

When a Consortium, Joint Venture, Sub-contractors is involved, each party must be registered on the CSD and their tax compliance status will be verified through the Central Supplier Database.

The bid will be awarded to the bidder who is tax compliant.

5. DECLARATION OF INTEREST (SBD 4)

A bidder or his/her authorized representative is required to declare if the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest has any interest(s) in any other

related enterprise whether or not they are bidding for this contract. The Bidder's Disclosure (SBD 4) must be completed fully and if disclosure is found not to be true and complete in every respect the bidder will be disqualified.

6. SPECIFIC GOALS FOR THE TENDER AND POINTS CLAIM (SBD 6.1)

The tenderer must indicate how they claim points for specific goals and substantiate by submitting proof/ documentation stated in the conditions of this tender. Failure on the part of a tenderer to submit proof or documentation required in terms of this tender for specific goals will be interpreted to mean that preference points are not being claimed. The failure by the tenderer to indicate the points claimed will also result in points not being allocated.

7. EVALUATION CRITERIA

The evaluation process will be conducted in phases as follows:

PHASE 1	PHASE 2	PHASE 3	PHASE 4
Bids administrative completeness Screening	Mandatory requirements	Functionality	Preference points system
Compliance and completeness of proposal per the set of bid conditions.	Compliance with mandatory requirements	Bids will be evaluated out of 100 points and bids that scored below 70 points will not be considered for further evaluation	Bids will be evaluated in terms of Preferential Procurement Regulations, 2022

8.1. Phase 1: Compliance and completeness screening

- Tenderers who are not registered on the National Treasury Central Supplier Database at close of tender, shall submit a copy of their application of registration, with their tender submission. Tenders received from such tenderers who have not submitted proof of their registration within 21 days after the closing date for tender submissions, will not be considered.
- Bid documents must be properly received on the bid closing date and time specified on the invitation.
- Bidder must ensure compliance with their tax obligations. No tender may be awarded to any tenderer whose tax matters have not been declared by the SARS to be in order.
- In bids where consortia / joint ventures / sub-contractors are involved; each party must submit a separate Tax Clearance Certificate.
- The bid document must be fully completed, dated, signed and initial every page of the bid.
- The bidder or any of its directors/shareholders is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector.
- The bidder or any of its directors/shareholders are not restricted from doing business with government in terms of SCM Practice Note 05 of 2006.
- The bidder has made the necessary disclosures on SBD4.

8.2. Phase 2: Mandatory requirements

Bidders are to provide the required documents as per all mandatory requirements stipulated in this document.

NOTE: It is **MANDATORY** for the Bidder to submit relevant documentation in respect of the below and failure to do so will result in the bid being considered as incomplete and **THUS NOT BE CONSIDERED**.

Bidders are to provide full and accurate answers to all mandatory questions posed in this document and are required to explicitly state "Comply" or "Do not comply" (with a ✓ or an X) regarding compliance with the requirements.

TICK WITH "X" UNDER APPROPRIATE COLUMN TO INDICATE COMPLIANCE WITH MANDATORY REQUIREMENTS AND SUBMIT RELEVANT PROOF THEREOF			
No.	Requirements	Comply	Non-Comply
1	Proof of registration with Law Society or Legal Practice Council must be submitted with the bid document		
2	Proof of the valid Fidelity Fund Certificate for a duration of contract. (if exempted, provide exemption letter from Legal Practice Council)		
3	Proof of stamped Trust Banking Account		
4	A Director/ Senior of the firm of Attorneys must have a Minimum of 5 years' experience, post admission as an attorney. <i>(Please attach admission certificate as a proof and curriculum Vitae)</i>		
5	Legal Practice Management Course Certificate. <i>(Please attach certificate as a proof or if the course is not applicable, then an exemption letter from the Legal Practice Council (LPC) must be submitted.</i>		

8.3. Phase 3: Functionality

Bids will be evaluated out of **100** points and bids that scored below **70** points will not be considered for further evaluation.

1.INTERNATIONAL LAW

1.Functionality criteria	Points										
1.Company experience on International Law matters dealt with by the firm in the last 10 years: Provide traceable reference letters of previous and current clients confirming International Law matters dealt with. (This should reflect nature of matters, name of client, matters conducted). <table><tr><th>Sub-criteria</th><th>Points</th></tr><tr><td>4 and above matters</td><td>40</td></tr><tr><td>3 – matters</td><td>30</td></tr><tr><td>2 – matters</td><td>20</td></tr><tr><td>1 – matter</td><td>10</td></tr></table>	Sub-criteria	Points	4 and above matters	40	3 – matters	30	2 – matters	20	1 – matter	10	40
Sub-criteria	Points										
4 and above matters	40										
3 – matters	30										
2 – matters	20										
1 – matter	10										
2. Qualifications and experience of the Directors or Seniors. A minimum of 5 years' post admission experience in International Law of a Director or Senior. Provide comprehensive Curriculum Vitae and Certificate for a Director/Senior. (Admission as an Attorney) <table><tr><th>Sub-criteria</th><th>Points</th></tr><tr><td>11 years and above</td><td>60</td></tr><tr><td>Between nine (9) years less than 11 years' experience</td><td>50</td></tr><tr><td>Between seven (7) years less than 9 years' experience</td><td>40</td></tr><tr><td>Between five (5) years less than 7 years' experience</td><td>30</td></tr></table>	Sub-criteria	Points	11 years and above	60	Between nine (9) years less than 11 years' experience	50	Between seven (7) years less than 9 years' experience	40	Between five (5) years less than 7 years' experience	30	60
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Between five (5) years less than 7 years' experience	30										
TOTAL	100										

NB: it is imperative that the bidders must ensure that the curriculum Vitae (CVs) submitted are not included in other bidders' proposals. Should a duplication of CVs be identified across proposals, such CV will be disregarded for both bidders during the evaluation process.

Where CVs of independent Legal Practitioners are submitted, confirmation that these resources have authorised for their CVs to be used, must be submitted. The required confirmation must be in the form of an affidavit by the independent Legal Practitioner.

2. ADMINISTRATIVE LAW

2. Functionality criteria	Points										
1. Company experience on Administrative Law matters dealt with by the firm in the last 10 years: Provide traceable reference letters of previous and current clients confirming administrative Law matters dealt with. (This should reflect nature of matters, name of client, matters conducted). <table border="1"> <thead> <tr> <th>Sub-criteria</th><th>Points</th></tr> </thead> <tbody> <tr> <td>4 and above matters</td><td>40</td></tr> <tr> <td>3 – matters</td><td>30</td></tr> <tr> <td>2 – matters</td><td>20</td></tr> <tr> <td>1 – matter</td><td>10</td></tr> </tbody> </table>	Sub-criteria	Points	4 and above matters	40	3 – matters	30	2 – matters	20	1 – matter	10	40
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Where CVs of independent Legal Practitioners are submitted, confirmation that these resources have authorised for their CVs to be used, must be submitted. The required confirmation must be in the form of an affidavit by the independent Legal Practitioner.

3. LABOUR AND EMPLOYMENT LAW

3. Functionality criteria	Points										
1. Company experience on Labour and Employment Law matters dealt with by the firm in the last 10 years: Provide traceable reference letters of previous and current clients confirming Labour and Employment Law matters dealt with. (This should reflect nature of matters, name of client, matters conducted). <table border="1"> <thead> <tr> <th>Sub-criteria</th><th>Points</th></tr> </thead> <tbody> <tr> <td>4 and above matters</td><td>40</td></tr> <tr> <td>3 – matters</td><td>30</td></tr> <tr> <td>2 – matters</td><td>20</td></tr> <tr> <td>1 – matter</td><td>10</td></tr> </tbody> </table>	Sub-criteria	Points	4 and above matters	40	3 – matters	30	2 – matters	20	1 – matter	10	40
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Where CVs of independent Legal Practitioners are submitted, confirmation that these resources have authorised for their CVs to be used, must be submitted. The required confirmation must be in the form of an affidavit by the independent Legal Practitioner.

4.CRIMINAL LAW AND CIVIL LAW

4. Functionality criteria	Points										
1.Company experience on Criminal law and Civil Law matters dealt with by the firm in the last 10 years: Provide traceable reference letters of previous and current clients confirming civil Law matters dealt with. (This should reflect nature of matters, name of client, matters conducted). <table border="1"> <thead> <tr> <th>Sub-criteria</th><th>Points</th></tr> </thead> <tbody> <tr> <td>4 and above matters</td><td>40</td></tr> <tr> <td>3 – matters</td><td>30</td></tr> <tr> <td>2 – matters</td><td>20</td></tr> <tr> <td>1 – matter</td><td>10</td></tr> </tbody> </table>	Sub-criteria	Points	4 and above matters	40	3 – matters	30	2 – matters	20	1 – matter	10	40
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5. CORPORATE GOVERNANCE AND COMMERCIAL LAW

5. Functionality criteria	Points										
1. Company experience on Corporate Governance and Commercial law matters dealt with by the firm in the last 10 years: Provide traceable reference letters of previous and current clients confirming corporate governance and commercial Law matters dealt with. (This should reflect nature of matters, name of client, matters conducted). <table border="1"> <thead> <tr> <th>Sub-criteria</th><th>Points</th></tr> </thead> <tbody> <tr> <td>4 and above matters</td><td>40</td></tr> <tr> <td>3 – matters</td><td>30</td></tr> <tr> <td>2 – matters</td><td>20</td></tr> <tr> <td>1 – matter</td><td>10</td></tr> </tbody> </table>	Sub-criteria	Points	4 and above matters	40	3 – matters	30	2 – matters	20	1 – matter	10	40
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6.INTELLECTUAL PROPERTY LAW

6. Functionality criteria	Points										
1.Company experience on Intellectual Property law matters dealt with by the firm in the last 10 years: Provide traceable reference letters of previous and current clients confirming Intellectual Property Law matters dealt with. (This should reflect nature of matters, name of client, matters conducted). <table border="1"> <thead> <tr> <th>Sub-criteria</th><th>Points</th></tr> </thead> <tbody> <tr> <td>4 and above matters</td><td>40</td></tr> <tr> <td>3 – matters</td><td>30</td></tr> <tr> <td>2 – matters</td><td>20</td></tr> <tr> <td>1 – matter</td><td>10</td></tr> </tbody> </table>	Sub-criteria	Points	4 and above matters	40	3 – matters	30	2 – matters	20	1 – matter	10	40
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7.ENVIRONMENTAL LAWS

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8.INSURANCE LAW

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1.Company experience on insurance law matters dealt with by the firm in the last 10 years: Provide traceable reference letters of previous and current clients confirming insurance law matters dealt with. (This should reflect nature of matters, name of client, matters conducted). <table border="1"> <thead> <tr> <th>Sub-criteria</th><th>Points</th></tr> </thead> <tbody> <tr> <td>4 and above matters</td><td>40</td></tr> <tr> <td>3 – matters</td><td>30</td></tr> <tr> <td>2 – matters</td><td>20</td></tr> <tr> <td>1 – matter</td><td>10</td></tr> </tbody> </table>	Sub-criteria	Points	4 and above matters	40	3 – matters	30	2 – matters	20	1 – matter	10	40
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9.LAND ACT

9.Functionality criteria	Points										
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10.PROTECTION OF PERSONAL INFORMATION LAW

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11.CONSTRUCTION LAW

11.Functionality criteria	Points										
1.Company experience on Construction law matters dealt with by the firm in the last 10 years: Provide traceable reference letters of previous and current clients confirming Protection of Personal Information law matters dealt with. (This should reflect nature of matters, name of client, matters conducted). <table border="1"> <thead> <tr> <th>Sub-criteria</th><th>Points</th></tr> </thead> <tbody> <tr> <td>4 and above matters</td><td>40</td></tr> <tr> <td>3 – matters</td><td>30</td></tr> <tr> <td>2 – matters</td><td>20</td></tr> <tr> <td>1 – matter</td><td>10</td></tr> </tbody> </table>	Sub-criteria	Points	4 and above matters	40	3 – matters	30	2 – matters	20	1 – matter	10	40
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12.DATA PRIVACY LAW

12.Functionality criteria	Points										
1.Company experience on Data Privacy Law matters dealt with by the firm in the last 10 years: Provide traceable reference letters of previous and current clients confirming Data Privacy Law matters dealt with. (This should reflect nature of matters, name of client, matters conducted). <table border="1"> <thead> <tr> <th>Sub-criteria</th><th>Points</th></tr> </thead> <tbody> <tr> <td>4 and above matters</td><td>40</td></tr> <tr> <td>3 – matters</td><td>30</td></tr> <tr> <td>2 – matters</td><td>20</td></tr> <tr> <td>1 – matter</td><td>10</td></tr> </tbody> </table>	Sub-criteria	Points	4 and above matters	40	3 – matters	30	2 – matters	20	1 – matter	10	40
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13.CONVEYANCING LAW

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14.CONSTITUTIONAL LAW

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TOTAL	100										

NB: it is imperative that the bidders must ensure that the curriculum Vitae (CVs) submitted are not included in other bidders’ proposals. Should a duplication of CVs be identified across proposals, such CV will be disregarded for both bidders during the evaluation process.

Where CVs of independent Legal Practitioners are submitted, confirmation that these resources have authorised for their CVs to be used, must be submitted. The required confirmation must be in the form of an affidavit by the independent Legal Practitioner.

8.4 Phase 4: Preference Point System

- The applicable preference point system for this tender is the 80/20 preference point system.
- Points shall be awarded for price is (80) and (20) for specific goals.
- The specific goals for the tender and points claimed are indicated per the table below:

Specific Goals for Ezemvelo KZN Wildlife			
51% Black owned enterprise	51% Women owned enterprise	51% owned by Black youth	Bidder Geographic location Bidders located within KwaZulu Natal

- Points claimed must be substantiated by the following valid documents:
 - ✓ Proof of B-BBEE status level of contributor.
 - ✓ In the case of B-BBEE certificates, the bidder must also submit the full verification report which shows the percentage of Black women and Black Youth ownership.
 - ✓ Confirmation of bidder location in the form of a utility bill or letter from the ward Councilor.

9. TARIFF FEES STRUCTURE DECLARATION OF ACCEPTANCE

I the undersigned accept the Tariff fees stipulated on the bid document:

Name and Surname: _____

Signature: _____

Name of the company: _____

Capacity: _____

Date: ____/____/____