



RFQ NUMBER	RFQ/MICT/16/2026
RFQ DESCRIPTION	APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE SPECIALISED INTELLECTUAL PROPERTY LAW LEGAL ADVISORY SUPPORT AND LEGAL REPRESENTATION SERVICES
RFQ ISSUE DATE	27 MAY 2026
BRIEFING SESSION	N/A
CLOSING DATE & TIME	01 JUNE 2026 @ 11:00 AM South African Time, RFQ submitted after the stipulated closing date and time will not be considered.
LOCATION FOR SUBMISSIONS	rfqs@mict.org.za
NO: OF DOCUMENTS	1 SOFT COPY

For queries, please contact rfqs@mict.org.za **before the closing date of this RFQ.**

The MICT SETA requests your quotation on the services listed above. Please furnish us with all the information as requested and return your quotation on the date and time stipulated above.

Late and incomplete submissions will invalidate the quote submitted.

SUPPLIER NAME: _____

NATIONAL TREASURY (CSD) SUPPLIER NUMBER: _____

POSTAL ADDRESS: _____

TELEPHONE NO: _____

E MAIL ADDRESS: _____

CONTACT PERSON: _____

CELL NO: _____

SIGNATURE OF BIDDER: _____

SUPPLIER REGISTRATION ON CSD

Prospective suppliers must register on the National Treasury Central Supplier database in terms of National Treasury circular no 4A of 2016/17. The bidder shall register prior submitting a proposal/bid.

MICT SETA: CHECKLIST INFORMATION

RETURNABLE DOCUMENTS CHECKLIST

Request For Quotation invitation document must be completed, signed and submitted as a whole by the authorised Company representative. All forms must be properly completed; list below serve as a checklist of your RFQ submission.

(Tick in the relevant block below)

DESCRIPTION	YES	NO
CSD Central Supplier Database (CSD) Registration Report		
Pricing Schedule		
Valid Tax Clearance Certificate (S) and or proof of application endorsed by SARS and/or SARS-issued verification pin		
SBD 4 – Bidder's Disclosure		
SBD 6.1 - Preferential Procurement Claim Form		
Certified Copy of director(s) ID(s) not older than (six) 6 months		
CIPC Document		
Shareholding Certificate		
Bidder's eligibility: Form A		

Note: This RFQ must be completed by the authorised company representative

1. QUOTATION CONDITIONS

NOTE: Quotation for the supply of goods or services described in this document are invited in accordance with the provision of Government Procurement: General Conditions of Contract available for download from <http://www.treasury.gov.za/divisions/ocpo/sc/GeneralConditions/>

- a. **MICT SETA** does not bind itself to accept the lowest or any RFQ, nor shall it be responsible for or pay any expenses or losses which may be incurred by the bidder in the preparation and delivery of the RFQ.
- b. No RFQ shall be deemed to have been accepted unless and until a formal contract/letter of intent is prepared and executed.

1.1 MICT SETA reserves the right to:

- a. Not evaluate and award RFQ that do not comply strictly with the requirements of this RFQ.
- b. Make a selection solely on the information received in the RFQs and Enter into negotiations with any one or more of the preferred bidder(s) based on the criteria specified in the evaluation of this RFQ.
- c. Contact any bidder during the evaluation process, in order to clarify any information, without informing any other bidders, and no change in the content of the RFQ shall be sought, offered, or permitted.
- d. Award a contract to one or more bidder(s).
- e. Withdraw the RFQ at any stage
- f. Accept a separate RFQ or any RFQ in part or full at its own discretion.
- g. Cancel this RFQ or any part thereof at any stage as prescribed in the PPPFA regulation.
- h. Select the bidder(s) for further negotiations based on the greatest benefit to MICT SETA and not necessarily on the basis of the lowest costs

2. COST OF BIDDING

The bidder shall bear all costs and expenses associated with the preparation and submission of its RFQ or RFQ, and the MICT SETA shall under no circumstances be responsible or liable for any such costs, regardless of, without limitation, the conduct or outcome of the bidding, evaluation, and selection processes.

FORM A: BIDDER'S ELIGIBILITY FORM

Name of Bidder:

RFQ Number:

We, the undersigned, offer to provide the required services in accordance with the above Request for quotation and hereby declare that our firm, persons, or its directors, including any JV/Consortium /Association members or subcontractors or suppliers for any part of the contract:

- a) is not under procurement prohibition by National Treasury, *from doing business with the public sector,"*
- b) have not declared bankruptcy, are not involved in bankruptcy or engaged in corrupt / fraudulent practices, and there is no judgment or pending legal action against them that could impair their operations in the foreseeable future;
- c) undertake not to engage in prescribed practices, including but not limited to corruption, fraud, coercion, collusion, obstruction, or any other unethical practice, with the MICT SETA or any other party, and to conduct business in a manner that averts any financial, operational, reputational or other undue risk to the MICT SETA.
- d) *We declare that all the information and statements made in this Proposal are true and we accept that any misinterpretation or misrepresentation contained in this RFQ submission may lead to elimination of our RFQ submission.*

Name: _____

Title: _____

Date: _____

Signature: _____

REQUIREMENT DESCRIPTION: APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE SPECIALISED INTELLECTUAL PROPERTY LAW LEGAL ADVISORY SUPPORT AND LEGAL REPRESENTATION SERVICES**1. INTRODUCTION**

The Media, Information and Communication Technologies Sector Education and Training Authority (MICT SETA) is a public entity established in terms of Section 9(1) of the Skills Development Act (Act No. 97 of 1998). The MICT SETA plays a pivotal role in achieving South Africa's skills development and economic growth within the 5 distinct sub-sectors it operates in, i.e., Advertising, Film and Electronic Media, Electronics, Information Technology, and Telecommunications.

2. BACKGROUND

The MICT SETA seeks to appoint a suitably qualified service provider to provide specialised legal advisory support in the field of intellectual property law. The appointed service provider will assist the SETA with the review, development, and refinement of legal instruments, agreements, and governance frameworks regulating intellectual property relationships between the SETA and its stakeholders.

3. SCOPE OF WORK

- 3.1. Provide expert legal advice on intellectual property law matters impacting the MICT SETA and its relationships with stakeholders.
- 3.2. Advise the MICT SETA on intellectual property governance principles, legal risks, ownership models, licensing arrangements, commercialisation considerations, and regulatory compliance.
- 3.3. Support the Legal and Compliance Division in providing legal guidance to management and the Board on intellectual property-related matters.
- 3.4. Draft, revise, and negotiate intellectual property agreements and related legal documentation to ensure legal enforceability and protection of the MICT SETA's interests.
- 3.5. Ensure that all legal instruments adequately address ownership, co-ownership, licensing, usage rights, commercialisation, confidentiality, indemnities, dispute resolution, and related intellectual property considerations.
- 3.6. Participate in engagements and negotiations with stakeholders where intellectual property legal support is required.
- 3.7. Provide legal input during negotiations to safeguard the MICT SETA's legal, commercial, and strategic interests.
- 3.8. Support the resolution of disputes or areas of legal uncertainty relating to intellectual property arrangements.

4. BIDDER'S EXPECTISE

- 4.1. The bidder's lead attorney must be in the employ of the bidder and have more than 10 years of litigation experience post admission, particularly in matters involving intellectual Property Law, administrative law and has executed instructions for public entities.
- 4.2. The bidder's lead attorney must be admitted to practice law and hold a master's qualification or a Post graduate qualification in Intellectual property law.
- 4.3. The Bidder or lead attorney must be registered with the Legal Practice Council (LPC) and be in possession of a valid fidelity fund certificate.

5. DURATION

The services will commence upon signing of the Service Level Agreement. The appointment will remain in force for the duration necessary to support the MICT SETA in the review, drafting, negotiation, and finalisation of legally sound and enforceable intellectual property agreements and related legal instruments with its stakeholders.

6. PRICING SCHEDULE

Name of bidder _____

RFQ number: _____

Closing date _____

RFQ shall remain valid for acceptance for a period of **90 days** counted from the closing date.

Bidders to provide further cost breakdown where necessary under each line item, and sub-total and the overall RFQ price (Total) should be included. The below table is for illustration only:

Item	Required Description: APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE SPECIALISED INTELLECTUAL PROPERTY LAW LEGAL ADVISORY SUPPORT AND LEGAL REPRESENTATION SERVICES	Quantity (Hour)	Hourly Rate (excl VAT)	Total Cost (Excl. VAT)
1	Lead Attorney	1	R	R
2	Other Team Member	1	R	R
3	Other related costs	1	R	R
			Sub-Total	R
			VAT@15%	R
			TOTAL PRICE (INCLUDING VAT)	R

Complete below:

1. Delivery Address: **MICT SETA Head office**
Level 3 West wing, Gallagher House
19 Richards Drive, Halfway House
Midrand
2. Indicate Delivery period after order receipt.....
3. Is delivery period fixed? **Yes/No**
4. Is the price(s) fixed? **Yes/No**
5. Is the quote strictly to specification? **Yes/No**

I/We, the undersigned, agree that this bidding price shall remain binding on me/us and open for acceptance for the period stipulated above.

Authorised Company Representative: _____

Capacity under which this quote is signed: _____

Signature: _____

Date: _____

7. EVALUATION CRITERIA

MICT SETA complies with the provisions of the Public Finance Management Act, Act No. 1 of 1999 as amended; Treasury Regulations of 2005; the Preferential Procurement Policy Framework Act, Act No. 5 of 2000; Preferential Procurement Regulations of 2022; and the MICT SETA Supply Chain Management (SCM) Policy.

RFQs received will be evaluated on price and specific goal.

6.1. STAGE 1: PRICE AND SPECIFIC GOALS

Bidders will be evaluation on Price and Specific Goals according to the 80/20 preference point system in terms of the Preferential Procurement Regulations 2022, where 80 points will be for Price and 20 points will be for Specific Goals. RFQ will be awarded to the bidder scoring the highest points.

Specific Goal to be evaluated out of **20 Points**:

Specific Goal Criteria	Points allocation
Enterprises which are at least 51% owned by historically disadvantaged persons.	10
Enterprises which are at least 51% owned by historically disadvantaged women.	05
Enterprises which are at least 51% owned by historically disadvantaged youth.	05
Total	20

**** Enterprises that are not owned by historically disadvantaged persons will be allocated 0 points.**

Bidder must submit the following documents:

- CIPC Documents and a valid share certificate (Indicating % shareholding by each director)
- Certified ID Copies of the company's directors as per CIPC documents. **(certified copies must not be older than six (06) months)**

Failure on the part of a service provider to submit proof or documentation required in terms of this RFQ/Tender (in cases where it a tender) to claim points for specific goals, will be interpreted to mean the preference points for specific goals are not claimed.

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

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

Full Name	Identity Number	Name of State institution

2.1.2. 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;

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.

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

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

SBD 6.1

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.

PREFERENCE PROCUREMENT CLAIM FORM

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

- a) The applicable preference point system for this tender is the **80/20** preference point system.
- b) the **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
$Ps = 80 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)$	or	$Ps = 90 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)$

Where:

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

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

3.2.1. POINTS AWARDED FOR PRICE

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

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

Where:

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

4. POINTS AWARDED FOR SPECIFIC GOALS

4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations,

preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
 - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,
- then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

Table 1: Specific goals for the tender and points claimed are indicated per the table below.
Note to 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)
Enterprise owned by historically disadvantaged persons.	10	
Enterprise owned by historically disadvantaged women.	05	
Enterprise owned by historically disadvantaged youth.	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:
.....
.....
.....



**To: Chief executive Officer:
Matome Madibana**

From: SUPPLY CHAIN MANAGEMENT

**My
reference:**

**Request for deviation no 2/2026: Legal
Representation.**

Date:

21 May 2026

Enquiry:

Khathutshelo Ramavhoya 011 207 2620

SUBJECT: REQUEST FOR DEVIATION FROM NORMAL COMPETITIVE BIDDING PROCESS TO RE-APPOINT EVERSHEDS SUTHERLAND SA INC. FOR THE PROVISION OF LEGAL ADVISORY SERVICES ON THE INTELLECTUAL PROPERTY MATTERS RELATING TO THE INTEGRATED LEARNER MANAGEMENT SYSTEM (ILMS) O MICT SETA.

1. PURPOSE

The purpose of this submission is to request the approval of the MICT SETA Chief Executive Officer (CEO) to evaluate and approve the request to deviate from normal and re-appoint of Eversheds Sutherland SA Inc., for the provision of specialised legal advisory services on the Intellectual Property matters relating to the Integrated Learner Management System (ILMS).

2. BACKGROUND

The MICT SETA appointed Eversheds Sutherland SA Inc. on 25 October 2024 to provide specialised legal advisory services to the MICT SETA in relation to the application of the Intellectual Property Rights from Publicly Financed Research and Development Act (IPR Act), as well as to review the Memorandum of Agreement (MOA) concluded between the MICT SETA and Tshwane University of Technology. The scope of work further included advising on a dispute that arose between the parties concerning the ownership of Intellectual Property (IP) emanating from the development of the Integrated Learner Management System (ILMS).

During the engagement, issues arose linked to the original instruction requiring continuity in legal interpretation and ongoing legal support to ensure consistency and mitigate legal risk.

The parties have since reached consensus on a co-ownership model in respect of the ILMS intellectual property. This has extended the scope of work to include the formalisation and implementation of the co-ownership framework, including the drafting and refinement of agreements defining the rights, obligations, and limitations of each party in compliance with applicable legislation and safeguarding the interests of the MICT SETA.

3. MOTIVATION / REASONS FOR DEVIATION REQUEST

This request for deviation to re-appoint Eversheds Sutherland SA Inc. for the provision of specialised legal advisory services on the Intellectual Property matters relating to the Integrated Learner Management System (ILMS) is due to the following reasons:

3.1 Continuity of Engagement and Scope Progression: The matter originates from an existing Eversheds Sutherland SA Inc appointment for specialised legal advisory services relating to intellectual property matters arising from the Integrated Learner Management System (ILMS),

which has since progressed from an advisory phase into a continuation phase requiring the formalisation and implementation of a co-ownership framework between the parties

3.2 Knowledge and Prior Involvement: Eversheds Sutherland SA inc has been involved from inception and has institutional knowledge of the ILMS intellectual property matter, including advisory services, review of the MOA, legal analysis, prior positions adopted and legal opinions on ILMS IP ownership matters.

3.3 Specialised Nature of the Matter: The matter involves specialised legal advisory services on intellectual property, including application of the IPR Act and interpretation of IP ownership and rights allocation between public institutions in a publicly funded collaborative environment, requiring specialised statutory compliance beyond general legal advisory capacity.

3.4 Continuity and duplication of services: Appointment of a new service provider may result in fragmented interpretation, duplication of work and costs, progress disruption, increased legal and governance risks, and re-assessment of existing legal opinions, documentation, and historical context; therefore, continuity of legal interpretation is required for the co-ownership framework.

4. LEGISLATIVE REQUIREMENTS

The NATIONAL TREASURY SCM INSTRUCTION NOTE NO. 03 OF 2021/22 states:

DEVIATION FROM NORMAL BIDDING PROCESS

If in a specific case it is impractical to invite competitive bids, the AO/AA may procure the required goods or services by other means, provided that the reasons for deviating from inviting competitive bids must be recorded and approved by the AO/AA. In this Instruction, procurement by "other means" includes-

- (a) limited bidding.*
- (b) written price quotations within the threshold determined by National Treasury Instruction.*
- (c) procurement that occurs in emergency situations and urgent cases.*

5. BIDDER SELECTION

5.1 is based on their prior involvement in providing specialised legal advisory services relating to the application of the Intellectual Property Rights from Publicly Financed Research and Development Act (IPR Act), the review of the Memorandum of Agreement (MOA) between the MICT SETA and Tshwane University of Technology, and intellectual property matters relating to the Integrated Learner Management System (ILMS), as well as the need for continuity in legal advisory

5.2. The selection is based on prior engagement and demonstrated familiarity with the ILMS intellectual property matter, allowing for continuity, efficiency, and effective progression of the required legal advisory services

6. FINANCIAL IMPLICATIONS

It is anticipated that the cost estimate of the continued legal advisory on the matter will generate a cost of R500 000.00 to R1 000 000.00.

ESTIMATED VALUE

☐ R0 – R500k ☒ R500k – R1M ☐ R1M – R10M ☐ more than R10M

7. COMMUNICATION IMPLICATIONS:

- Procurement to be registered on the SCM Contract expansion and deviation register.
- Procurement to be reported to the relevant treasury and the Auditor-General of South Africa (AGSA) in a format determined by the National Treasury.

8. REQUEST FOR APPROVAL

In conclusion and in line with section 5.4, 5.5, and 5.6 of the National Treasury Instruction No. 3 of 2021/2022: Enhancing Compliance, Transparency, and Accountability in Supply Chain Management, approval is sought from the Chief Executive Officer to approve the re-appointment of Eversheds Sutherland SA Inc., for the provision of specialised legal advisory services on the Intellectual Property matters relating to the Integrated Learner Management System (ILMS).

Compiled by



Khathutshelo Ramavhoya
SCM Manager

Date

Recommended by



Mthenjwa Mseleku
Chief Financial Officer

Date

Approved by



Matome Madibana
Chief Executive Officer

Date

**MICT SETA Head Office
Supply Chain Management**
19 Richards Drive,
Gallagher Convention Centre,
Gallagher House, Level 3 West Wing
Enquiries: Nthabiseng Mtimkulu
Email: Nthabiseng.mtimkulu@mict.org.za
Tel: 010 055 7924

Eversheds Sutherland (SA) Inc
P.O Box 782244
Sandton City
Gauteng
2146

Attention: Sara-Jane Pluke

RE: RFQ/MICT/16/2026 – APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE SPECIALISED INTELLECTUAL PROPERTY LAW LEGAL ADVISORY SUPPORT AND LEGAL REPRESENTATION SERVICES

Your proposal in response to the above RFQ which was submitted to the Media, Information, Communication and Technologies Sector Education and Training Authority (**MICT SETA**).

MICT SETA would like to take this opportunity to thank you for participating in this process and submitting your quotation to provide legal services.

This letter serves to confirm that MICT SETA has appointed **Eversheds Sutherland (SA) Inc** with company reg no: 2012/097841/21 as a service provider for **RFQ/MICT/16/2026 – APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE SPECIALISED INTELLECTUAL PROPERTY LAW LEGAL ADVISORY SUPPORT AND LEGAL REPRESENTATION SERVICES** in terms of the conditions enclosed in MICT SETA's Request for Quotation (RFQ) at a combined hourly rate cost of **R6 200.00** (incl. VAT) plus disbursements at this cost: Travel: R6.50 per km as per the submitted quotation.

- **Lead Attorney** = R3 700.00

- **Team Member** = R2 500.00

- This letter is intended to record the salient terms and conditions upon which the transaction contemplated herein is to be concluded, inter alia, that:

- a. **Eversheds Sutherland (SA) Inc** acquires no right whatsoever other than those that are embodied in the RFQ.
- b. Communications regarding the services should be made with Ms Nomagugu Mlawe (Legal Manager) at Nomagugu.mlawe@mict.org.za / (011) 207 2600.

**RFQ/MICT/16/2026 – APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE SPECIALISED INTELLECTUAL
PROPERTY LAW LEGAL ADVISORY SUPPORT AND LEGAL REPRESENTATION SERVICES**

We trust that the above conditions will meet your favourable consideration in terms of the appointment.

Yours sincerely



Khathutshelo Ramavhoya
SCM Manager

Date: 02 June 2026

ACCEPTANCE OF THE APPOINTMENT

Please notify this office within five working days upon receipt of this letter of your acceptance. You are required to sign this letter and initial each page thereof as acceptance of this appointment. If, however, you are unable to accept the appointment, kindly advise Supply Chain Management Office.



Accepted: Eversheds Sutherland (SA) Inc
Name & Surname: Sara-Jane Pluke
Date: 2 June 2026