

Eastern Cape

PARKS & TOURISM AGENCY

BID NO 06/FY/24

PANEL OF LEGAL SERVICE PROVIDERS FOR A PERIOD OF THREE (3) YEARS WITH AN OPTION TO EXTEND FOR A FURTHER PERIOD OF TWO (2) YEARS.

ADVERTISEMENT DATE:	29 SEPTEMBER 2023
CLOSING DATE:	31 OCTOBER 2023 at 11H00AM
ADDRESS:	ECPTA Offices 17-25 Oxford Street, East London
BIDDER NAME:	
CSD NUMBER:	

Category Number	Areas of Specialization	Tick/ Area(s) of Specialization
1.	Civil Law	
2.	Environmental Law	
3.	Commercial Law, Contract Law and Corporate Law	
4.	Intellectual Property Law	
5.	Conveyancing, Notary Deeds and Property Law	
6.	Labour Law and Alternative Dispute Resolution	
7.	Criminal Law	

OFFICE OF THE CEO | BIODIVERSITY & CONSERVATION | MARKETING | DESTINATION DEVELOPMENT | FINANCE | CORPORATE SERVICES | RESERVATIONS

17 - 25 Oxford Street | East London | 5201 | P.O. Box 11235 | Southernwood | East London | 5213 | Tel. +27 (0) 43 492 0881 www.visiteasterncape.co.za



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Support staff (company profile and organogram)	85
Proof of address	86



MANDATORY RETURNABLE DOCUMENTS	SUBMITTED [Yes/No]
Signed General conditions of contract	
Bidders Disclosure (SBD 4)	
Centralized Supplier Database Report (Full CSD Report) October 2023	
Proof of Address	
Company details	
Authority to sign bid documents	
Joint Venture Declaration Form (if applicable)	
Joint Venture Agreement (if applicable)	
STAGE1: COMPLIANCE REQUIREMENTS	
Proof of registration with the Legal Practice Council	
Attorneys Fidelity Fund Certificate	
Letter of Good Standing with the Legal Practice Council	
Indemnity Certificate	
STAGE 2: FUNCTIONALITY REQUIREMENTS	
Proof of company experience	
Methodology	
CV, Proof of Admission and copies of qualifications of the lead attorney	
Support staff (company profile and organogram)	
Proof of address	



TENDER NOTICE

BID NO.06/FY/24

Bids are hereby invited for **PANEL OF LEGAL SERVICE PROVIDERS FOR A PERIOD OF THREE (3) YEARS WITH AN OPTION TO EXTEND FOR A FURTHER PERIOD OF TWO (2) YEARS.**

Bid documents outlining detailed specifications will be made available from Friday **27th of September 2023** **“FREE OF CHARGE”**. Documents can be downloaded from the ECPTA website: www.visiteasterncape.co.za/corporate/procurement/tenders or Eastern Cape Provincial Treasury: www.ectreasury.gov.za or National Treasury e-tender portal: www.etenders.gov.za.

Completed bid documents accompanied by all necessary documents are to be placed in a sealed envelope with the bid name and number (as given above) clearly written in an envelope. **All bids must be deposited in the Tender Box, at the offices of the Eastern Cape Parks and Tourism Agency at No. 17-25 Oxford Street (Corner of Fleet Street & Oxford Street), by not later than 11h00 on Tuesday, 31st October 2023, at which time the bids will be opened in public.**

For all enquiries regarding the bid document please contact Mr. Melumzi Fadashe at 043 492 0687, e-mail: Melumzi.fadashe@ecpta.co.za or Contact Mr. Mcebisi Sandi for technical enquires at 043 492 0685 during working normal hours, email mcebisi.sandi@ecpta.co.za

Evaluation Criteria

A two-stage evaluation process will be employed. In Stage one, all bids received will be evaluated for compliance with bid requirements. Only service providers who meet all the requirements for compliance with bid requirements will proceed to Stage 2 for functionality. The top five (5) highest scoring service providers per area of service who meet the minimum threshold of 80 points on functionality will be recommended for the appointment to the panel.

If two or more tenderers score an equal total number of points, the contract will be awarded to the tenderer that scored the highest points for functionality. If two or more tenderers score equal total points in all respects, the award will be decided by the drawing of lots in line with paragraph 8 of the Preferential Procurement Regulations, 2022.



Stage 1: Compliance with bid requirements

Bidders must comply with the set of compliance requirements listed below. Bidders must comply with the set of Compliance and MUST submit evidence in order to be considered for evaluation. Failure to submit evidence will lead to immediate rejection of the bid.

- Registration with Legal Practice Council
- Attorney’s Fidelity Fund Certificate
- Letter of Good Standing with the Legal Practice Council
- Indemnity Certificate

Failure to comply with any of the above requirements will lead to immediate rejection of the bid.

Stage 2: Functionality

Criteria	Points
Company Experience	30
Methodology	20
Knowledge and Expertise (Lead Attorney)	40
Support Staff	10
Total	100

The top five (5) highest scoring service providers per area of service who meet the minimum threshold of 80 out of 100 points on functionality will be recommended for the appointment to the panel.



PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE EASTERN CAPE PARKS & TOURISM AGENCY					
BID NUMBER:	06/FY/24	CLOSING DATE:	31 OCTOBER 2023	CLOSING TIME:	11h00am
DESCRIPTION	PANEL OF LEGAL SERVICE PROVIDERS FOR A PERIOD OF THREE (3) YEARS WITH AN OPTION TO EXTEND FOR A FURTHER PERIOD OF TWO (2) YEARS.				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
17-25 Oxford Street, Cnr. Oxford and Fleet Street					
East London					
5201					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Mr. Melumzi Fadashe		CONTACT PERSON	Mr. Mcebisi Sandi	
TELEPHONE NUMBER	043 492 0687		TELEPHONE NUMBER	043 492 0685	
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	Melumzi.fadashe@ecpta.co.za		E-MAIL ADDRESS	Mcebisi.sandi@ecpta.co.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABAS E No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX]		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX]	
	<input type="checkbox"/> Yes <input type="checkbox"/> No			<input type="checkbox"/> Yes <input type="checkbox"/> 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]					



<p>1</p> <p>ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?</p>	<p><input type="checkbox"/>Yes <input type="checkbox"/>No</p> <p>[IF YES ENCLOSE PROOF]</p>	<p>2</p> <p>ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?</p>	<p><input type="checkbox"/>Yes <input type="checkbox"/>No</p> <p>[IF YES, ANSWER PART B:3]</p>
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QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? YES NO

DOES THE ENTITY HAVE A BRANCH IN THE RSA? YES NO

DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? YES NO

DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? YES NO

IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? YES NO

IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.



PART B TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, 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 IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
- 2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE.”

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

NAME OF SIGNATORY

SIGNATURE OF BIDDER:

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

DATE:



TERMS OF REFERENCE

Legal service providers will be required to render services to the ECPTA on a wide legal range of issues pertaining to, inter alia the following fields of law:

Category Number	Areas of Specialization	Tick✓ Area(s) of Specialization
1.	Civil Law	
2.	Environmental Law	
3.	Commercial Law, Contract Law and Corporate Law	
4.	Intellectual Property Law	
5.	Conveyancing, Notary Deeds and Property Law	
6.	Labour Law and Alternative Dispute Resolution	
7.	Criminal Law	

NB: Bidders may submit proposals in respect of any one or a combination of the 7 services categories. Please indicate which service categories you are bidding for by ticking the relevant column. Bidders must indicate in their proposals the relevant experience and exposure as well as the capacity of the bidder in relation to the selected category.

NB: The ECPTA will appoint a maximum of five (5) firms per category based on highest points scored on functionality assessment. Bidders must select the appropriate field of expertise and provide all relevant information for each area of expertise selected. In the event that the required maximum number of Bidders per category has not been attained by the ECPTA, the ECPTA will proceed with the appointments of the Panel of Attorneys, with or without the required maximum number(s). In the event of such occurrence, the ECPTA shall not be obligated to re-issue a tender for the purposes of augmenting the shortfall nor is any expectation created. Any such decision will therefore be solely at the ECPTA's discretion. Where the panel falls short of other fundamental legal aspects, the ECPTA reserves the right to appoint firms outside the appointed panel.



Each proposal must include the specialist fields of law of the firm, with specific reference to the fields as set out in paragraph 3 above. If a firm of attorneys has expertise in more than one field of law, all relevant fields must be indicated in the proposal together with demonstrated experience in the specified areas of law. Clearly indicate for which of the specialist fields (as set out in paragraph 3 above) your firm tenders to provide legal services to the ECPTA.

It is ECPTA's objective to promote the participation of historically disadvantaged professionals through its panel of attorneys. Bidders are requested to indicate in their proposals how they will assist ECPTA in achieving this objective.

The successful preferred suppliers will be required to ensure transfer of skills to an in-house legal personnel of ECPTA as and when they are issued with instructions/assignments by ECPTA.

1. AREAS OF SPECIALIZATION

For the purpose of this bid, the areas of specialization required shall be those specifically listed below. Bidders are therefore required to complete the schedule and indicate which area of law they are bidding for and provide evidence for each area of law bidding.

1.1 CIVIL LAW

The service provider will be required to provide the following services for the entity:

Advise on and handling of various issues, including but not limited to:

- 1.1.1) Delictual claims – such as personal injury, property damage, professional liability;
- 1.1.2) Conduct of litigation and maintaining watching briefs;
- 1.1.3) Settlement negotiations.
- 1.1.4) Town Planning Litigation;
- 1.1.5) Building Control litigation;
- 1.1.6) Labour & Employment Matters;
- 1.1.7) Supply Chain Management Disputes;
- 1.1.8) Environmental law matters; and



1.1.9) Infrastructure project management

1.2 ENVIRONMENTAL LAW

The service provider will be required to provide the following services for the Entity:

- 1.2.1 Provide legal advice and opinions in the various areas of environmental law
- 1.2.2 Provide legal opinions, drafting, comments on current and proposed legislation, regulations, directives and policy
- 1.2.3 Advise ECPTA on compliance with various requirements of protected areas.
- 1.2.4 Provide any other environmental law related tasks as may be required from time to time.

1.3 COMMERCIAL LAW, CONTRACT LAW AND CORPORATE LAW

The service provider will be required to provide the following services for the entity:

- 1.3.1 Advising the ECPTA with regards to its rights and obligations under various operating agreements;
- 1.3.2 Advising the ECPTA on potential disputes arising out of its various operating agreements;
- 1.3.3 Advising the ECPTA with regards to compliance and corporate governance issues.
- 1.3.4 The Services will be rendered in a timely manner as each request for services requires, and the service provider will reasonably endeavor to adhere to the time limits agreed upon when instructions are furnished.
- 1.3.5 Provide legal opinions in all areas of law, as and when required
- 1.3.6 The successful bidder Must be able to conduct detailed and credible research, and be able to identify and applying the applicable laws to any given set of facts; and
- 1.3.7 The service provider shall exercise all reasonable skill, care and diligence in discharging these obligations in terms of the agreement and shall comply with all Prevailing Legislation relating the rendering of the Services. Advise on and handling of various matters, including but not limited to:
 - 1.3.7.1 Legislative drafting and review
 - 1.3.7.2 Policy formulation;



1.3.7.3 Drawing of Agreements

1.3.7.4 Drafting / reviewing of by-laws

1.4 INTELLECTUAL PROPERTY LAW

The service provider will be required to provide the following services for the Entity:

Patents

- Drafting, filing and prosecuting patent applications in South Africa and worldwide
- Technology transfer through the drafting of license and assignment agreements
- Litigation, including infringement proceedings and revocation proceedings

Copyright

- Advice on copyright protection
- Copyright disputes and litigation
- Agreements, including license, assignment and publishing agreements

Trademarks

- Preparing, filing and prosecuting trademark applications in South Africa and worldwide
- Agreements, including licenses, registered user agreements, and assignments
- Litigation on all aspects of trademarks, including infringement proceedings, opposition proceedings, passing off and unlawful competition
- Searches – local and international

Designs

- Preparing, filing and prosecuting design applications in South Africa and other countries
- Litigation and conducting searches
- Agreements, including licenses and assignment agreements

1.5 CONVEYANCING, NOTARY DEEDS AND PROPERTY LAW

The bidder must be an Admitted Conveyancer and or Notary Public.

The service provider will be required to provide the following services for the Entity:

1.5.1 Registration of General Plans and/or servitudes and other real rights in the Deeds Office;

1.5.2 Registration and/or cancellation of bonds in favour of the ECPTA;



- 1.5.3 Registration of low-cost housing transactions allocated to identified and approved beneficiaries, which includes, but is not limited to the drafting and signing of deeds/sale agreements and other documents necessary to effect transfer; preparation and lodgement of deeds at the Deeds Office. Please note, costs related to the transfer of low cost housing shall be limited to a fixed rate of the grant funding provided by the Eastern Cape Provincial Department.
- 1.5.4 Monthly reporting on progress with transfers;
- 1.5.5 Preparation and completion of security documentation e.g., Notarial leases;
- 1.5.6 Perfecting securities including registration of documents and other interests;
- 1.5.7 Advising on and effecting realization of securities including foreclosures, sales, receivership, etc.
- 1.5.8 Bidders interested in submitting proposals for the provision of conveyancing and or notarial services to the ECPTA, must provide details of the admission as conveyancer and or notarial public within their firm, who will be responsible for conveyancing and or notarial matters;
- 1.5.9 The service provider will be expected to respond to any issue raised by telephone, fax or mail within 24 hours and to any issue raised in any letter or similar manner within 48 hours;
- 1.5.10 Where no time limits are agreed to, the services will be rendered within a reasonable period and where necessary, in accordance with Prevailing legislation.
- 1.5.11 Advice on and handling of land transactions, including but not limited to Acquisitions and dispositions involving, e.g., rights-of-way, servitudes, leases, licenses, transfers of immovable property;
- 1.5.12 Resolution of issues or disputes over property rights and related responsibilities.
- 1.5.13 Evictions and Eviction Services in terms of the Prevention of Illegal Eviction from and Unlawful Occupation of Land Act (“PIE”) and the Extension of Security of Tenure Act (“ESTA”) legislation.
- 1.5.14 Expropriation of land

1.6 LABOUR LAW AND ALTERNATIVE DISPUTE RESOLUTION

The service provider will be required to provide the following services for the entity:

- 1.6.1 The service provider shall provide legal opinion on Labour, employment benefits and employment law related matters.



- 1.6.2 The service provider shall assist in disciplinary hearings, arbitrations, mediation, facilitation, training, due diligence, and dispute resolution.
- 1.6.3 The service provider shall be able initiate disciplinary hearings and chair in complex cases on behalf of the organisation.
- 1.6.4 The service provider shall be able to assist and advise in dispute resolution processes, relating to claims of unfair dismissal claims, unfair discrimination relating to sexual harassment matters referred to the CCMA, Bargaining Council, Labour and Labour Appeal and Constitutional Court.
- 1.6.5 The service provider shall assist in drafting and reviewing relevant collective agreements, policies, disciplinary codes and procedures, when necessary, in light of laws changing from time to time.

1.7 CRIMINAL LAW

The service provider will be required to provide the following services for the entity:

- 1.7.1 After-hour bail applications, formal bail applications in the court, in the Magistrates' Court, Regional Court, appeals and reviews of unfavourable bail application judgements to the High Court.
- 1.7.2 Pre-trial stage proceedings, liaison, negotiations, mediation, criminal diversion, and representations to, and with the National Prosecuting Authority and South African Police Service.
- 1.7.3 Representing clients accused of a criminal offence by: Attending to court appearances throughout the process and conducting the accused defence during the criminal trial. Assisting clients during police interrogation, identification parades, criminal trials and during the investigating phase when evidence is being collected. Ensuring compliance of legislation, and applicable practice standards, by SAPS during the investigation by evaluating DNA evidence, fingerprint evidence, and/or blood samples and blood alcohol test.
- 1.7.4 Assisting clients with laying a criminal charge at the Police Station, by drafting of the A1 affidavit and managing the matter throughout as a watching brief.
- 1.7.5 Assistance with Forensic Law investigations and evidence with a panel of experts and advocates



2. TERMS AND CONDITIONS OF CONTRACT

- a) Service delivery levels and quality of the work will be a measure on appointment of any assignment and retention in the panel;
- b) Only legal practitioners established in accordance with the provisions of the Legal Practice Act 28 of 2014 will be considered for this bid and must submit valid Fidelity Fund Certificate
- c) The cost of every assignment will be negotiated with the relevant bidding panel members and a letter of appointment will be issued for each assignment awarded
- d) A contract will be signed with each member appointed to the panel.
- e) Firms must be registered with the respective Legal Practice Council
- f) The service providers will be required to sign confidentiality and indemnity agreements with the ECPTA.
- g) A service provider assigned any work may not cede, assign or sub-contract any part thereof to any person unless with the written consent of the ECPTA or as may be required by the applicable laws, for instance, in cases where correspondent attorneys may be necessary;
- h) Fees shall be charged in accordance with the approved court tariffs & in line with ECPTA's Service Level Agreement and Milestones mentioned therein. The Service Level Agreement will be signed with the successful bidders and the letter of appointment will be issued for each assignment.
- i) There will be no guarantee that the service provider will receive instructions if they are appointed into the ECPTA's panel;
- j) All instruction(s) to the panel members shall be given, in writing, by duly authorized representative of the ECPTA.
- k) The panel will be reviewed on an annual basis and service providers on the panel may have to resubmit their proposals;
- l) When cases have been postponed at the request of the service provider acting on behalf of ECPTA owing to non-compliance with any procedural requirements, the service provider who was negligent in this regard will bear the costs of postponement, and this amount will not be recovered from ECPTA.
- m) Successful bidders will be required to negotiate fees with advocates before a brief is finalised. Service providers may not appoint senior counsel, unless written instructions to this effect have been received from ECPTA.



- n) The ECPTA shall be entitled in its discretion to remove a service provider from the panel before the expiry of the said 3 years period by written notice and recall all the files in the possession of the said law firm.
- o) The general conditions of tender, contract and order will be applicable to this tender.
- p) Bidders would be expected to inform the ECPTA about new relevant developments in law that may have an impact on the operations of the ECPTA
- q) The respective firms of legal service providers will report to the Legal Advisor/Board Secretary of the ECPTA or the delegated person.
- r) The ECPTA reserves the right to cancel the contract should the service provider fail to provide satisfactory service on two (2) or more occasions.
- s) The ECPTA reserves the right to verify any information submitted by the bidder for the purpose of evaluating and adjudicating the bid. As such, by completing the tender documents, the service provider gives consent to ECPTA to verify such information.
- t) The ECPTA reserves the right, under exceptional circumstances, to appoint attorneys outside the panel attorneys.
- u) In the event that there is no response from the appointed panel, ECPTA reserves the right to appoint law firms outside the panel

Intellectual property rights:

- a. All copyright and intellectual property rights that may result as consequences of the work to be performed will be become the property of the ECPTA;
- b. Service providers must hand over all documents and information in any format, including copies thereof, that it received from the ECPTA or that it had access to during the assignment immediately after completion of the assignments to the ECPTA;



EVALUATION CRITERIA

BIDS WILL BE EVALUATED IN ACCORDANCE WITH THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT (PPPFA) of 2000 AS FOLLOWS:

A two-stage evaluation process will be employed. In Stage one, all bids received will be evaluated for compliance with bid requirements. Only service providers who meet all the requirements for compliance with bid requirements will proceed to Stage 2 for functionality. The top five (5) highest scoring service providers per area of service who meet the minimum threshold of 80 points out of 100 points on functionality will be recommended for the appointment to the panel.

If two or more tenderers score an equal total number of points, the contract will be awarded to the tenderer that scored the highest points for specific goals. If two or more tenderers score equal total points in all respects, the award will be decided by the drawing of lots in line with paragraph 8 of the Preferential Procurement Regulations, 2022.

STAGE 1 - COMPLIANCE WITH BID REQUIREMENTS

In this stage All bids received will be verified for compliance and completeness of the submitted proposal per the below set of mandatory requirements. Bidders who fail to comply with the below requirements will be eliminated and bidders who comply with the below requirements progresses to the next stage of technical evaluation.

- a) Bidders must submit a valid proof of registration with the Legal Practice Council for the bidding company. The registration with Legal Practice Council must be valid at the closing date of the bid.
- b) Bidders must submit a valid certified copy of the Attorneys Fidelity Fund Certificate for each member who is a sole practitioner, partner or director of the firm of attorneys and who will attend to ECPTA matters. The Fidelity Fund Certificate must be valid at the closing date of the bid.
- c) Bidders must submit a certified valid Letter of Good Standing with the Legal Practice Council, for each attorney who forms part of the team that will attend to ECPTA matters. The Letter of Good Standing must be valid at the closing date of the bid.
- d) Bidders must submit a certified valid copy of a Bidding Company's Indemnity Certificate. The Bidding Company's Indemnity Certificate must be valid at the closing date of the bid.



NB: Failure to comply with any of the above requirements will result to immediate rejection of the bid. Bidders who comply with all the requirements of Stage 1 will proceed to Stage 2 where they will be evaluated on Functionality.

STAGE 2- FUNCTIONALITY

If a firm of attorneys has expertise and is bidding in more than one field of law, the evidence for functionality assessments must be submitted for each field of law bidding for. As such, bidders must clearly indicate which field of law is the tenderer bidding for.

FUNCTIONALITY	MAXIMUM POINTS
<p><u>COMPANY EXPERIENCE</u></p> <p>Bidders must submit proof of experience in the relevant field of law bidding for. Bidders are required to submit at least two (2) written references/ written proof of experience per year in order to obtain the requisite points.</p> <p>Measure</p> <ul style="list-style-type: none"> • Two or more references per year and 10 years’ experience or more = 30 points • Two or more references per year and 7-10 years’ experience = 20 points • Two or more references and 4-7 years’ experience = 15 points • Two or more references per year and 0-3 years’ experience = 10 points • No references/1 reference per year = 0 points <p>NB: Proof of experience must be obtained from clients whom the bidder has successfully represented for services listed in the scope of work. Proof of experience must be submitted in <u>ANY</u> of the following documents:</p> <ul style="list-style-type: none"> • Written testimonial letters by the clients previously/currently serviced, or • Copies of appointment letters, or • Copies of agreements, or • Purchase Orders, or • Reference Forms attached to the bid documents 	<p>30</p>



<p>Failure to provide written proof of experience in any of the above-listed documents will lead to zero points allocated. No partial points will be awarded for partial information submitted.</p>	
<p>METHODOLOGY</p> <p>The bidders must submit a detailed methodology including but not limited to the following:</p> <ul style="list-style-type: none"> a) How the bidder will assist ECPTA in achieving the objective to promote participation of Historically Disadvantaged Law Firms and Historically Disadvantaged law professionals through its panel of attorneys. (5 points) b) Describe the ability to meet deadlines, especially on a short-time frame, and give examples of how past tight deadlines have been successfully met. (5 points) c) Details of procedure to ensure quality and risks standards will be held and professional association of your organization. (5 points) d) Any value-added services that the bidder may be in a position to offer ECPTA (5 points) 	<p>20</p>
<p>KNOWLEDGE AND EXPERTISE</p> <p><i>Area(s) of specialty of the lead attorney(s) as per the areas of the law listed in the scope of work.</i></p> <p>(a) Demonstrable experience in the identified area(s) of the law and ability to conduct research and provide solutions-</p> <p>Bidders must submit a detailed CV, proof of admission as an attorney and copies of qualifications of the lead attorney in the identified area(s) of service.</p> <p>Scoring Matrix for the Lead Attorney</p> <ul style="list-style-type: none"> • 15 years' experience or more = 40 points • 10-15 years' experience = 30 points • 5-10 years' experience = 20 points • Less than 5 years' experience = 10 points <p>NB: Provide CVs, proof of qualifications and proof of admission as an attorney for the lead attorney to justify awarding the above points. Failure to</p>	<p>40</p>



provide the required evidence will result in no points being scored. No partial points will be awarded for partial information submitted.	
<u>SUPPORT STAFF (Company Profile and Organogram)</u> Bidders must provide information on any additional staff employed by the -firm with more than five (5) years' experience. (5 points will be allocated per resource). NB: Provide CVs and proof of qualification for each member to justify awarding the above points. Failure to provide proof of the above in the prescribed format will result in no points being scored. No partial points will be awarded for partial information submitted.	10
TOTAL	100

NB: The top five (5) highest scoring service providers per area of service who meet the minimum threshold of 80 out of 100 points on Functionality will be recommended for the appointment to the panel.

BIDDERS SHALL TAKE NOTE OF THE FOLLOWING BID CONDITIONS:

General Conditions of the Bid

- The Eastern Cape Parks and Tourism Agency Supply Chain Management Policy will apply.
- Bidders **must** be registered with the Treasury Central Supplier Database (CSD) and submit a full copy of the CSD report for the month of October 2023.
- Service providers who are not registered with the National Treasury Central Database of Suppliers must visit www.csd@treasury.gov.za to register their companies, after the completion of the registration report, a summary report must be included to their bid documents.
- Eastern Cape Parks and Tourism Agency does not bind itself to accept the lowest bid or any other bid and reserves the right to accept the whole or part of the bid.
- The award of this bid may be subjected to price negotiation with the preferred bidder(s).
- Bids which are late, incomplete, unsigned or submitted by facsimile or electronically will not be accepted.
- ECPTA reserves the right to terminate the contract if it is not satisfied with the work produced by the service provider. Only bidders that have met the requirements of the proposal / specification shall be considered during the adjudication process.



- The ECPTA Bid Committee and the Supply Chain Management Unit may, before a bid is adjudicated or at any time during the bidding process, oblige a bidder to substantiate any claims it may have made in its bid document.
- Bids submitted are to hold good for a period of **150** days.

The following documents must be submitted with the tender document:

- A copy of a full CSD Report for the month of October 2023.
- Company Profile
- Medical Certificate (if applicable)
- Municipal account or proof of address
- Companies who bid as a joint venture must submit both companies supporting documents to claim points for specific goals.
- Companies that bid as joint venture must submit an official signed business agreement by both parties. If the service provider does not meet this requirement, it will be automatically disqualified

The bidders may only request clarification in writing up to 5 workings days before the closing date stated in the Tender Notice. No requests for clarifications will be accepted after the 24th of October 2023.



GENERAL CONDITIONS OF THE BID

1. Interpretation

The word "Bidder" in these conditions shall mean and include any firm or any company or body incorporated or unincorporated.

The word "ECPTA" in these conditions shall mean the Eastern Cape Parks & Tourism Agency.

2. Extent of the bid

This contract is for the provision of the services as detailed in the attached Specification (page 9-16).

3. Contract to be Binding

The formal acceptance of the Purchase Order by the ECPTA will constitute a contract binding on both parties. A service level Agreement will be signed by both parties

4. Mode of the Bid

All Bids shall be completed and signed: All forms, annexure, addendums and specifications shall be signed and returned with the Bid document as a whole. ***The lowest or any Bid will not necessarily be accepted.*** The ECPTA wishes to deal on a prime contractual basis with the successful Bidder being responsible and accountable for all aspects of the entire solution or service offered.

5. Quality

Should the specifications and / or descriptions not address any aspects of quality as specified, clarity should be provided to the ECPTA prior to the submission of a quotation.

6. Insurance Claims, etc.

The ECPTA shall not be liable in any manner in respect of any claims, damages, accidents and injuries to persons, property or rights or any other courses of civil or criminal action that may arise from the carrying out of this contract.

The company shall insure his / her / their personnel and any plant, machinery or other mechanical or electronic equipment involved in the fulfillment of this contract and shall indemnify the ECPTA against



all risks or claims which may arise. It will be required from the successful Bidder to submit proof of insurance or any other valid form of indemnification to ECPTA for scrutiny.

7. Signing of Documents

Bidders are required to return the complete set of documents duly signed.

8. Period of Validity for Bids and withdrawal of Bid after Closing Date

Bids are to be held valid and binding for 150 days from the closing date of submissions (calculated from, but not including, the due date).

9. Penalty Provision

Should the successful Bidder:

- a. Withdraw the Bid during the afore-mentioned period of validity; or
- b. Advise the ECPTA of his / her / their inability to fulfill the contract; or
- c. Fail or refuse to fulfill the contract; or
- d. Fail or refuse to sign the agreement or provide any surety if required to do so.

Then, the Bidder will be held responsible for and is obligated to pay to the ECPTA:

All expenses incurred by ECPTA to advertise for or invite and deliberate upon new Bids, should this be necessary.

The difference between the original accepted Bid price and:

- (i) A less favorable (for the ECPTA) Bid price accepted as an alternative by the ECPTA from the Bids originally submitted; or
- (ii) A new Bid price.

10. Value Added Tax

In calculating the cost of the supply and delivery of services and / or material, the supplier will issue a "Tax Invoice" for all services rendered and / or materials supplied, which will reflect the exclusive cost of such services, goods or materials with the relevant Value Added Tax being added to the total. VAT must be included in the Bid price but must be shown separately.



11. Price Escalation

Pricing is not applicable at this stage. Bidders who are appointed to the panel will be required to submit pricing proposals as and when required based on assignments.

12. Authority to Sign Bid Documents

In the case of a Bid being submitted on behalf of a company, close corporation or partnership, evidence must be submitted to the ECPTA at the time of submission of the Bid that the Bid has been signed by persons properly authorized thereto by resolution of the directors or under the articles of the entity.

13. Samples:

N/A

14. Duration of the Bid

The contract period is for a period of three years with an option to extend for a period of two years.

15. Delivery Periods:

The successful bidder will liaise with Mr. Melumzi Fadashe or any other delegated official at 043 492 0687

16. Closing Date / Submitting of Quotations

Bids must be submitted in sealed envelopes clearly marked **“PANEL OF LEGAL SERVICE PROVIDERS FOR A PERIOD OF THREE YEARS WITH AN OPTION TO EXTEND FOR A PERIOD OF TWO YEARS.” - BID NO. 06/FY/24**” Quotations must be deposited in the Bid Box, 17-25 Oxford Street (Cnr of Fleet & Oxford Street), East London, by no later than **11:00 am** on the **31st of October 2023**.

Bids which are not submitted in a properly sealed and marked envelope and/or deposited in the relevant bid box on or before the closing date and time will not be considered. Faxed or e-mailed Bids will not be considered.



17. Bid Enquiries

Enquiries should be directed to the Supply Chain Management Unit. The following official can be contacted: Mr. Mcebisi Sandi at 043 492 0685 during normal office hours viz. 08:00 – 16:00 Mondays to Fridays-mail: mcebisi.sandi@ecpta.co.za

18. Insurance and Indemnity

ECPTA shall not be liable in any manner in respect of any claims, damages, accidents and injuries to persons, property or rights or any other courses of civil or criminal action that may arise from the carrying out of this contract.

19. Payment

Payment will be made on completion of Supply and Delivery within 30 days of receipt of the invoice.

20. Control of The Contract

For the purposes of this contract ECPTA has appointed the Bid Committees for the adjudication, award and management of the bid.

21. Agreement

The successful bidder undertakes to be bound by all terms and conditions contained in this bid document. A Service Level Agreement (SLA) will be signed between ECPTA and the successful service provider.



GENERAL CONDITIONS OF CONTRACT

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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 **“Chief Executive Officer”** means the CEO of ECPTA or her/his duly authorized representative;
- 1.3 **“Contract”** means the written agreement entered into between the purchaser and the provider, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.4 **“Contract price”** means the price payable by the provider under the contract for the full and proper performance of his contractual obligations.
- 1.5 **“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.
- 1.6 **“Countervailing duties”** are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- 1.7 **“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.
- 1.8 **“Day”** means calendar day.
- 1.9 **“Delivery”** means delivery in compliance of the conditions of the contract or order.
- 1.10 **“Delivery ex stock”** means immediate delivery directly from stock actually on hand.
- 1.11 **“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 provider bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
- 1.12 **“Dumping”** occurs when a private enterprise abroad markets 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.
- 1.13 **“ECPTA”** means Eastern Cape Parks & Tourism Agency.



- 1.14 **“Force majeure”** means an event beyond the control of the provider and not involving the provider’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.
- 1.15 **“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.
- 1.16 **“GCC”** means the General Conditions of Contract.
- 1.17 **“Goods”** means all of the equipment, machinery, and/or other materials that the provider is required to supply to the purchaser under the contract.
- 1.18 **“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 provider or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as land 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.
- 1.19 **“Letter of acceptance”** means the written communication by ECPTA to the contractor recording the acceptance by ECPTA of the contractor’s tender subject to the further terms and conditions to be itemized in the contract;
- 1.20 **“Local content”** means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.21 **“Manufacture”** means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.22 **“Order”** means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.23 **“Project site,”** where applicable, means the place indicated in bidding documents.
- 1.24 **“Purchaser”** means the organization purchasing the goods.
- 1.25 **“Republic”** means the Republic of South Africa.
- 1.26 **“SCC”** means the Special Conditions of Contract.
- 1.27 **“Services”** means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning,



provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the provider covered under the contract.

- 1.28 **“Signature date “** means the date of the letter of acceptance;
- 1.29 **“Tender”** means an offer to supply goods/services to ECPTA at a price;
- 1.30 **“Tenderer”** means any person or body corporate offering to supply goods/services to ECPTA;
- 1.31 **“Written” or “in writing”** means hand-written 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 (excluding professional services related to the building and construction industry), sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise 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, ECPTA 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 Invitations to bid are usually published in locally distributed news media and on the Eastern Cape Treasury government tender bulletin.

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 provider 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 provider 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 provider 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 provider's performance under the contract if so required by the purchaser.
- 5.4 The provider shall permit the purchaser to inspect the provider's records relating to the performance of the provider and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent rights

- 6.2 The provider shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of goods or any part thereof by the purchaser.
- 6.3 When a provider develops documentation/projects for ECPTA, the intellectual, copy and patent rights or ownership of such documents or projects will vest in ECPTA.

7. Performance security

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

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 purchaser or an organization acting on behalf of the purchaser.

- 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 & 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 provider.
- 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 analysed 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 provider who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do not comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the providers cost and risk. Should the provider fail to provide the substitute supplies forthwith, the purchaser may, without giving the provider further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the provider.
- 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. Packaging

- 9.1 The provider shall provide such packaging of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packaging, case size and weights shall take into consideration, where appropriate, the remoteness of the good's final destination and the absence of heavy handling facilities at all points in transit.
- 9.2 The packaging, 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, and in any subsequent instructions ordered by the purchaser.



10. Delivery and documents

10.1 Delivery of the goods and arrangements for shipping and clearance obligations shall be made by the provider in accordance with the terms specified in the contract.

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.

12. Transportation

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

13. Incidental services

13.1 The provider may be required to provide any or all of the following services, including additional services, if any:

- (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 provider of any warranty obligations under this contract; and
- (e) training of the purchaser's personnel, at the provider'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 provider 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 provider for similar services.

14. Spare parts

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

- (a) such spare parts as the purchaser may elect to purchase from the provider, provided that this election shall not relieve the provider 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 provider 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 provider 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 provider, 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.
- 15.3 The purchaser shall promptly notify the provider in writing of any claims arising under this warranty.
- 15.4 Upon receipt of such notice, the provider shall, within the period specified and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 15.5 If the provider, having been notified, fails to remedy the defect(s) within the period specified, the purchaser may proceed to take such remedial action as may be necessary, at the provider's risk and expense and without prejudice to any other rights which the purchaser may have against the provider under the contract.

16. Payment

- 16.1 The method and conditions of payment to be made to the provider under this contract shall be specified
- 16.2 The provider shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment 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 provider.
- 16.4 Payment will be made in Rand unless otherwise stipulated.

17. Prices

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



18. Increase/decrease of quantities

- 18.1 In cases where the estimated value of the envisaged changes in purchase does not exceed 15% of the total value of the original contract, the contractor may be instructed to deliver the revised quantities. The contractor may be approached to reduce the unit price, and such offers may be accepted provided that there is no escalation in price.

19. Contract amendments

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

20. Assignment

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

21. Subcontracts

- 21.1 The provider 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 provider from any liability or obligation under the contract.

22. Delays in the provider's performance

- 22.1 Delivery of the goods and performance of services shall be made by the provider in accordance with the time schedule prescribed by the purchaser in the contract.
- 22.2 If at any time during performance of the contract, the provider or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the provider 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 provider's notice, the purchaser shall evaluate the situation and may at his discretion extend the provider'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.
- 22.3 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if any emergency arises, the provider's point of supply is not situated at or near the place where the supplies are required, or the provider's services are not readily available.
- 22.4 Except as provided under GCC Clause 25, a delay by the provider in the performance of its delivery obligations shall render the provider 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.
- 22.5 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without canceling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the



contract and to return any goods delivered later at the provider'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 provider.

23. Penalties

23.1 Subject to GCC Clause 25, if the provider 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 good 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.

24. Termination For Default

24.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the provider, may terminate this contract in whole or in part:

- (a) if the provider 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 provider fails to perform any other obligation(s) under the contract; or
- (c) if the provider, in the judgement of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

24.2 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 provider shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the provider shall continue performance of the contract to the extent not terminated.

25. Anti-Dumping and Countervailing Duties and Rights

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



26. Force Majeure

- 26.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the provider shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that he delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 26.2 If a force majeure situation arises, the provider shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the provider 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.

27. Termination For Insolvency

- 27.1 The purchaser may at any time terminate the contract by giving written notice to the provider if the provider becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the provider, 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,

28. Settlement of Disputes

- 28.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the provider 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.
- 28.2 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 provider 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.
- 28.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 28.4 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 provider any monies due to the provider for goods delivered and / or services rendered according to the prescripts of the contract.

29. Limitation of Liability

- 29.1 Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6;



- (a) the provider 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 provider to pay penalties and / or damages to the purchaser; and
- (b) the aggregate liability of the provider 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.

30. Governing Language

- 30.1 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.

31. Applicable Law

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

32. Notices

- 32.1 Every written acceptance of a bid shall be posted to the provider 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.
- 32.2 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.

33. Taxes and Duties

- 33.1 A foreign provider shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 33.2 A local provider shall be entirely responsible for all taxes, duties, license fees, etc, incurred until delivery of the contracted goods to the purchaser.
- 33.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid SARS must have certified that the tax matters of the preferred bidder are in order.

34. Transfer of Contracts

- 34.1 The contractor shall not abandon, transfer, assign or sublet a contract or part thereof without the written permission of the purchaser.

35. Amendment of Contracts

- 35.1 No agreement to amend or vary a contract or order or the conditions, stipulations or provisions thereof shall be valid and of any force unless such agreement to amend or vary is entered into



in writing and signed by the contracting parties. Any waiver of the requirement that the agreement to amend or vary shall be in writing, shall also be in writing.

36. National Industrial Participation Programme (NIPP)

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

37. Amendment of Contracts

37.1 In terms of Section 4 (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).

37.2 If a bidder (s) or contractors, based on reasonable grounds or evidence obtained by purchaser, has / have engaged in the restrictive practice referred 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.

37.3 If a bidder (s) or contractor (s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bidder (s) for such item (s) offered and /terminate the contract in whole or part, and / or restrict the bidder (s) or contract (s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder (s) or contractor(s) concerned.

DATE

SIGNATURE OF BIDDER



BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise, employed by the state?

YES/NO

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

Full Name	Identity Number	Name of State institution

2.2 Do you, or any person connected with the bidder, have a relationship with any person



who is employed by the procuring institution? **YES/NO**

2.2.1 If so, furnish particulars:

.....
.....

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract?

YES/NO

2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

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 consortium¹ 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.

¹ 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.



- 3.5 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



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) At this stage, the preferential point system will not be applicable. Bidders who are appointed to the panel will be invited to submit quotations as and when the need arise. The preferential point system will be applicable then.

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

(a) Functionality

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 PREFERENCE POINT SYSTEMS

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

80/20

$$Ps = 80 \left(1 - \frac{Pt - Pmin}{Pmin} \right)$$

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 points is allocated for price on the following basis:

80/20

$$Ps = 80 \left(1 + \frac{Pt - Pmax}{Pmax} \right)$$

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 Bidders who are appointed to the panel will be invited to submit quotations as and when the need arises. The preferential point system will be applicable then.
- 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.



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:



CENTRALISED SUPPLIER DATABASE (CSD) REPORT

It is a condition of bid that all Service Providers be registered on the Centralised Supplier Database (CSD). Bidders who are not yet registered can register on www.csd.gov.za

1. In order to meet this requirement bidders are required to complete the Registration Process which can be done online at the above-mentioned website. Upon completion of registration Bidders will receive a Supplier number which must be provided on the front cover of the document
2. BIDDERS are required to submit their full CSD report for the month of October 2023.



ATTACH CSD REPORT HERE



COMPANY DETAILS

The following company details schedule must be completed to ensure that the prerequisite requirements to bidding are met.

Registered Company Name	
Company Registration Number	
VAT Number	
Bank Name	
Branch Name	
Bank Account Number	
Professional Registration Details	
Professional Indemnity Details	



AUTHORITY TO SIGN BID DOCUMENTS

In the case of a bid being submitted on behalf of a company, close corporation or partnership, evidence must be submitted to ECPTA at the time of submission of the bid that the bid has been signed by persons properly authorized thereto by resolution of the directors or under the articles of the entity.

Please attach proof to the next page.



ATTACH RESOLUTION OF SIGNATORY



JOINT VENTURE DISCLOSURE FORM

GENERAL

- i) All the information requested must be filled in the spaces provided. If additional space is required, additional sheets may be used and attached to the original documents.
- ii) A copy of the joint venture agreement must be attached to this form, in order to demonstrate the Affirmable, Joint Venture Partner's share in the ownership, control, management responsibilities, risks and profits of the joint venture, the proposed joint venture agreement must include specific details relating to:
 - a) the contributions of capital and equipment
 - b) work items to be performed by the Affirmable Joint Venture Partner's own forces
 - c) work items to be performed under the supervision of the Affirmable Joint Venture Partner.
- iii) Copies of all written agreements between partners concerning the contract must be attached to this form including those, which relate to ownership options and to restrictions/limits regarding ownership and control.
- iv) ABE partners must complete ABE Declaration Affidavits.
- v) The joint venture must be formalised. All pages of the joint venture agreement must be signed by all the parties concerned. A letter/ notice of intention to formalise a joint venture once the contract has been awarded will not be considered.
- vi) should any of the above not be complied with, the joint venture will be deemed null and void and will be considered non-responsive.

1. JOINT VENTURE PARTICULARS

- a) Name
- b) Postal address.....
.....
.....
.....
.....



c) Physical address.....

.....

.....

d) Telephone

e) Fax

2. IDENTITY OF EACH NON-AFFIRMABLE JOINT VENTURE PARTNER

2.1(a) Name of Firm

Postal Address.....

Physical Address

Telephone.....

Fax

Contact person for matters pertaining to Joint Venture Participation Goal requirements:

.....

2.2(a) Name of Firm

Postal Address.....

Physical Address

Telephone.....

Fax

Contact person for matters pertaining to Joint Venture Participation Goal requirements:

.....

(Continue as required for further non-Affirmable Joint Venture Partners)

IDENTITY OF EACH AFFIRMABLE JOINT VENTURE PARTNER

3.1(a) Name of Firm

Postal Address.....

Physical Address



Telephone.....

Fax

Contact person for matters pertaining to Joint Venture Participation Goal requirements:

.....

3.2(a) Name of Firm

Postal Address.....

Physical Address

Telephone.....

Fax

Contact person for matters pertaining to Joint Venture Participation Goal requirements:

.....

3.3(a) Name of Firm

Postal Address.....

Physical Address

Telephone.....

Fax

Contact person for matters pertaining to Joint Venture Participation Goal requirements:

.....

1. **BRIEF DESCRIPTION OF THE ROLES OF THE AFFIRMABLE JOINT VENTURE PARTNERS IN THE JOINT VENTURE**

.....

.....

.....



5. OWNERSHIP OF THE JOINT VENTURE

a) Affirmable Joint Venture Partner ownership percentage(s)%

b) Non-Affirmable Joint Venture Partner ownership percentage(s)%

c) Affirmable Joint Venture Partner percentages in respect of: *

(i)

Profit and loss sharing

(ii)

Initial capital contribution in Rands

.....

.....

(*Brief descriptions and further particulars should be provided to clarify percentages).

(iii)

Anticipated on-going capital contributions in Rands

.....

.....

(iv) Contributions of equipment (specify types, quality, and quantities of equipment) to be provided by each partner.

.....

.....

.....

5. RECENT CONTRACTS EXECUTED BY PARTNERS IN THEIR OWN RIGHT AS PRIME CONTRACTORS OR AS PARTNERS IN OTHER JOINT VENTURES



	NON-AFFIRMABLE JOINT VENTURE PARTNERS	PARTNER NAME
a)		
b)		
c)		
d)		
e)		

	AFFIRMABLE JOINT VENTURE PARTNERS	PARTNER NAME
a)		
b)		
c)		
d)		
e)		

7. CONTROL AND PARTICIPATION IN THE JOINT VENTURE

(Identify by name and firm those individuals who are, or will be, responsible for, and have authority to engage in the relevant management functions and policy and decision making, indicating any limitations in their authority e.g. co-signature requirements and Rand limits).

(a) Joint Venture cheque signing

.....
.....
.....

(b) Authority to enter into contracts on behalf of the Joint Venture

.....
.....
.....

(c) Signing, co-signing and/or collateralising of loans

.....
.....



.....
(d) Acquisition of lines of credit

.....
.....
.....

(e) Acquisition of performance bonds

.....
.....
.....

(f) Negotiating and signing labour agreements

.....
.....
.....

8. MANAGEMENT OF CONTRACT PERFORMANCE

(Fill in the name and firm of the responsible person).

(a) Supervision of field operations.....

(b) Major purchasing.....

(c) Estimating

(d) Technical management

9. MANAGEMENT AND CONTROL OF JOINT VENTURE

(a) Identify the “managing partner”, if any,

.....
.....



.....

(b) What authority does each partner have to commit or obligate the other to financial institutions, insurance companies, suppliers, subcontractors and/or other parties participating in the execution of the contemplated works?

.....
 .

.....
 .

.....
 .

.....
 .

(c) Describe the management structure for the Joint Venture's work under the contract

MANAGEMENT FUNCTION / DESIGNATION	NAME	PARTNER*

(Fill in "ex Affirmable Joint Venture Partner" or "ex non-Affirmable Joint Venture Partner".



10. PERSONNEL

(a) State the approximate number of operative personnel (by trade/function/discipline) needed to perform the Joint Venture work under the Contract.

TRADE/FUNCTION/ DISCIPLINE	NUMBER EX AFFIRMABLE JOINT VENTURE PARTNERS	NUMBER EX NON- AFFIRMABLE JOINT VENTURE PARTNERS

(Fill in “ex Affirmable Joint Venture Partner” or “ex non-Affirmable Joint Venture Partner”).

(b) Number of operative personnel to be employed on the Contract who are currently in the employ of partners.

(i) Number currently employed by Affirmable Joint Venture Partners

.....

(ii) Number currently employed by the Joint Venture

.....

(b) Number of operative personnel who are not currently in the employ of the respective partner and will be engaged on the project by the Joint Venture

.....

(d) Name of individual(s) who will be responsible for hiring Joint Venture employees

.....



.....
(e) Name of partner who will be responsible for the preparation of Joint Venture payrolls

11. CONTROL AND STRUCTURE OF THE JOINT VENTURE

Briefly describe the manner in which the Joint Venture is structured and controlled.

.....
.....
.....

The undersigned warrants that he/she is duly authorised to sign this Joint Venture Disclosure Form and affirms that the foregoing statements are true and correct and include all material information necessary to identify and explain the terms and operations of the Joint Venture and the intended participation of each partner in the undertaking.

The undersigned further covenants and agrees to provide the Employer with complete and accurate information regarding actual Joint Venture work and the payment therefore, and any proposed changes in any provisions of the Joint Venture agreement, and to permit the audit and examination of the books, records and files of the Joint Venture, or those of each partner relevant to the Joint Venture, by duly authorised representatives of the Employer.

Signature

Duly authorized to sign on behalf of

Name

Address.....

Telephone.....

Date



Signature

Duly authorized to sign on behalf of



Name

Address.....

Telephone.....

Date

Signature

Duly authorized to sign on behalf of

Name

Address.....

Telephone.....

Date

Signature

Duly authorized to sign on behalf of

Name



JOINT VENTURE AGREEMENT

Bidders who tender as a Joint Venture must submit a Joint Venture Agreement here.



STAGE 1 COMPLIANCE REQUIREMENTS

A. PROOF OF REGISTRATION WITH THE LEGAL PRACTICE COUNCIL

(Attach Proof of registration with the Legal Practice here)



B. ATTORNEY'S FIDELITY FUND CERTIFICATE

(Attach copy of Attorney's Fidelity Fund here)



C. LETTER OF GOOD STANDING WITH THE LEGAL PRACTICE COUNCIL

(Attach a letter of good standing with the LPC here)



D. INDEMNITY CERTIFICATE

(Attach copy of Indemnity Certificate here)



STAGE 2 – FUNCTIONALITY REQUIREMENTS

EVALUATION OF COMPANY EXPERIENCE:

This form must be completed by the authorized person of the bidder’s current or previous clients. The form must be fully completed, signed, and stamped. Forms which are neither complete, nor signed nor stamped will not be considered for evaluation. If a bidder is tendering on more than one field of law, proof of experience for each field of law tendered must be submitted.

1. REFERENCE FOR THE BIDDER

Name of Institution (Client)	
Contract/Tender Number	
Contract Description	
Name of Service Provider (Bidder)	
Value of project	
Commencement Date	
Contractual Completion Date	
Bidder’s Completion Date	

1.1 Please score the performance of the above-mentioned company by marking the relevant box

Performance Rating		Comments
Work performed in compliance with contract terms.	Excellent	5
	Good	4
	Fair	3
	Poor	2
	Very Poor	1
Financial Status of the bidder in relation to the work to be	Excellent	5
	Good	4



performed.	Fair	3	
	Poor	2	
	Very Poor	1	
Timelines of work are met.	Excellent	5	
	Good	4	
	Fair	3	
	Poor	2	
	Very Poor	1	
Customer services.	Excellent	5	
	Good	4	
	Fair	3	
	Poor	2	
	Very Poor	1	
Quality of Service.	Excellent	5	
	Good	4	
	Fair	3	
	Poor	2	
	Very Poor	1	
Communication and accessibility.	Excellent	5	
	Good	4	
	Fair	3	
	Poor	2	
	Very Poor	1	
Documentation records, receipts, invoices and computer-generated reports received in a timely manner and in compliance with contract specification	Excellent	5	
	Good	4	
	Fair	3	
	Poor	2	
	Very Poor	1	
Would you recommend using this service provider in future?	Yes	No	If no, provide reasons:

OVERALL PERFORMANCE

Excellent		Good		Fair		Poor		Very Poor	
-----------	--	------	--	------	--	------	--	-----------	--



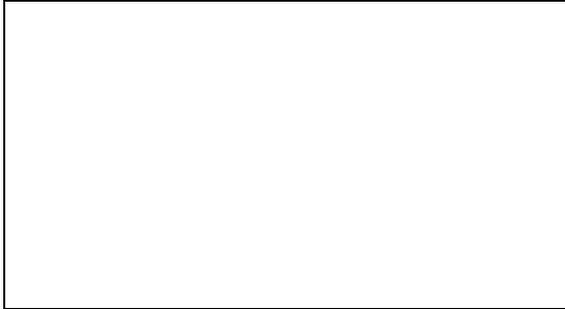
Name of Authorized Person _____

Designation _____

Signature _____

Date _____

Official Stamp



2. REFERENCE FOR THE BIDDER

Name of Institution (Client)	
Contract/Tender Number	
Contract Description	
Name of Service Provider (Bidder)	
Value of project	
Commencement Date	
Contractual Completion Date	
Bidder's Completion Date	

2.1 Please score the performance of the above-mentioned company by marking the relevant box

Performance Rating			Comments
Work performed in compliance with contract terms.	Excellent	5	
	Good	4	
	Fair	3	
	Poor	2	
	Very Poor	1	
Financial Status of the bidder in relation to the work to be performed.	Excellent	5	
	Good	4	
	Fair	3	
	Poor	2	
	Very Poor	1	
Timelines of work are met.	Excellent	5	
	Good	4	
	Fair	3	
	Poor	2	
	Very Poor	1	
Customer services.	Excellent	5	



	Good	4	
	Fair	3	
	Poor	2	
	Very Poor	1	
Quality of Service.	Excellent	5	
	Good	4	
	Fair	3	
	Poor	2	
	Very Poor	1	
Communication and accessibility.	Excellent	5	
	Good	4	
	Fair	3	
	Poor	2	
	Very Poor	1	
Documentation records, receipts, invoices and computer-generated reports received in a timely manner and in compliance with contract specification	Excellent	5	
	Good	4	
	Fair	3	
	Poor	2	
	Very Poor	1	
Would you recommend using this service provider in future?	Yes	No	If no, provide reasons:

OVERALL PERFORMANCE

Excellent		Good		Fair		Poor		Very Poor	
-----------	--	------	--	------	--	------	--	-----------	--

Name of Authorized Person _____

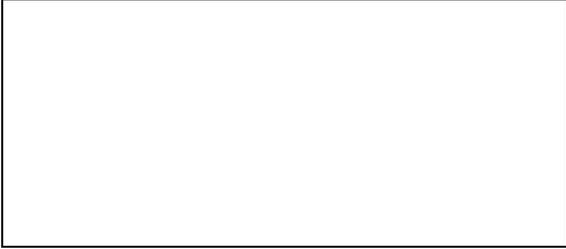
Designation _____

Signature _____

Date _____



Official Stamp



3. REFERENCE FOR THE BIDDER

Name of Institution (Client)	
Contract/Tender Number	
Contract Description	
Name of Service Provider (Bidder)	
Value of project	
Commencement Date	
Contractual Completion Date	
Bidder's Completion Date	

1.1 Please score the performance of the above-mentioned company by marking the relevant box

Performance Rating			Comments
Work performed in compliance with contract terms.	Excellent	5	
	Good	4	
	Fair	3	
	Poor	2	
	Very Poor	1	
Financial Status of the bidder in relation to the work to be performed.	Excellent	5	
	Good	4	
	Fair	3	
	Poor	2	
	Very Poor	1	
Timelines of work are met.	Excellent	5	
	Good	4	
	Fair	3	
	Poor	2	
	Very Poor	1	
Customer services.	Excellent	5	
	Good	4	



	Fair	3	
	Poor	2	
	Very Poor	1	
Quality of Service.	Excellent	5	
	Good	4	
	Fair	3	
	Poor	2	
	Very Poor	1	
Communication and accessibility.	Excellent	5	
	Good	4	
	Fair	3	
	Poor	2	
	Very Poor	1	
Documentation records, receipts, invoices and computer-generated reports received in a timely manner and in compliance with contract specification	Excellent	5	
	Good	4	
	Fair	3	
	Poor	2	
	Very Poor	1	
Would you recommend using this service provider in future?	Yes		If no, provide reasons:
	No		

OVERALL PERFORMANCE

Excellent		Good		Fair		Poor		Very Poor	
-----------	--	------	--	------	--	------	--	-----------	--

Name of Authorized Person _____

Designation _____

Signature _____

Date _____



Official Stamp



4. REFERENCE FOR THE BIDDER

Name of Institution (Client)	
Contract/Tender Number	
Contract Description	
Name of Service Provider (Bidder)	
Value of project	
Commencement Date	
Contractual Completion Date	
Bidder's Completion Date	

1.2 Please score the performance of the above-mentioned company by marking the relevant box

Performance Rating			Comments
Work performed in compliance with contract terms.	Excellent	5	
	Good	4	
	Fair	3	
	Poor	2	
	Very Poor	1	
Financial Status of the bidder in relation to the work to be performed.	Excellent	5	
	Good	4	
	Fair	3	
	Poor	2	
	Very Poor	1	
Timelines of work are met.	Excellent	5	
	Good	4	
	Fair	3	
	Poor	2	
	Very Poor	1	
Customer services.	Excellent	5	



	Good	4	
	Fair	3	
	Poor	2	
	Very Poor	1	
Quality of Service.	Excellent	5	
	Good	4	
	Fair	3	
	Poor	2	
	Very Poor	1	
Communication and accessibility.	Excellent	5	
	Good	4	
	Fair	3	
	Poor	2	
	Very Poor	1	
Documentation records, receipts, invoices and computer-generated reports received in a timely manner and in compliance with contract specification	Excellent	5	
	Good	4	
	Fair	3	
	Poor	2	
	Very Poor	1	
Would you recommend using this service provider in future?	Yes	No	If no, provide reasons:

OVERALL PERFORMANCE

Excellent		Good		Fair		Poor		Very Poor	
-----------	--	------	--	------	--	------	--	-----------	--

Name of Authorized Person _____

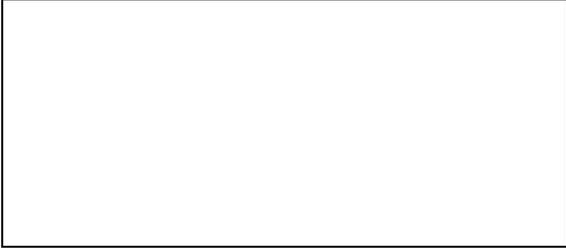
Designation _____

Signature _____

Date _____



Official Stamp



5. REFERENCE FOR THE BIDDER

Name of Institution (Client)	
Contract/Tender Number	
Contract Description	
Name of Service Provider (Bidder)	
Value of project	
Commencement Date	
Contractual Completion Date	
Bidder's Completion Date	

1.3 Please score the performance of the above-mentioned company by marking the relevant box

Performance Rating			Comments
Work performed in compliance with contract terms.	Excellent	5	
	Good	4	
	Fair	3	
	Poor	2	
	Very Poor	1	
Financial Status of the bidder in relation to the work to be performed.	Excellent	5	
	Good	4	
	Fair	3	
	Poor	2	
	Very Poor	1	
Timelines of work are met.	Excellent	5	
	Good	4	
	Fair	3	
	Poor	2	
	Very Poor	1	
Customer services.	Excellent	5	
	Good	4	



	Fair	3	
	Poor	2	
	Very Poor	1	
Quality of Service.	Excellent	5	
	Good	4	
	Fair	3	
	Poor	2	
	Very Poor	1	
Communication and accessibility.	Excellent	5	
	Good	4	
	Fair	3	
	Poor	2	
	Very Poor	1	
Documentation records, receipts, invoices and computer-generated reports received in a timely manner and in compliance with contract specification	Excellent	5	
	Good	4	
	Fair	3	
	Poor	2	
	Very Poor	1	
Would you recommend using this service provider in future?	Yes		If no, provide reasons:
	No		

OVERALL PERFORMANCE

Excellent		Good		Fair		Poor		Very Poor	
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Name of Authorized Person _____

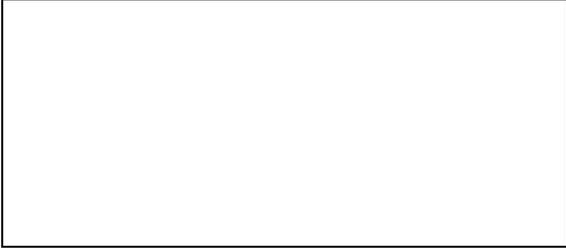
Designation _____

Signature _____

Date _____



Official Stamp



B. METHODOLOGY

(Attach Methodology Statement here)



C. KNOWLEDGE AND EXPERTISE

(Attach CV, Proof of admission as an attorney as well as copied of qualifications of the Lead Attorney). If the firm is tendering on more than one field of law, CV's, proof of admission and copies of qualification for each Lead Attorney must be submitted.



D. SUPPORT STAFF

(Attach Company Profile, Organogram and CVs of additional staff here)



PROOF OF ADDRESS

ATTACH PROOF OF ADDRESS HERE

