



BID NO: KGFT - RFP 2023/003

REQUEST FOR PROPOSALS:

**ESTABLISHMENT OF A PANEL OF SUITABLY QUALIFIED ATTORNEYS TO BE INCLUDED ON THE
KGFT's PANEL OF ATTORNEYS FOR A PERIOD OF 3 YEARS**

CLOSING DATE: 15 SEPTEMBER 2023

CLOSING TIME AT 11:00 AM

Issued by:

KZN Growth Fund Trust
28th Floor, 303 Dr Pixley KaSeme Street
Durban
4001

Procurement Enquires:

Supply Chain Management Unit
Email: scm@kznqf.co.za
Sijabulile Ntshangase
Tel: 031 372 3720

Name of Bidder:

REQUEST FOR PROPOSAL

KZN GROWTH FUND TRUST, 28TH Floor, Dr Pixley KaSeme Street, Durban, 4001 (Hereinafter referred to as (“KGFT”))

BID NUMBER: KGFT RFP 2023/003

CLOSING DATE: 15 SEPTEMBER 2023

TIME: 11:00 AM

DESCRIPTION: ESTABLISHMENT OF A PANEL OF SUITABLY QUALIFIED ATTORNEYS TO BE INCLUDED ON THE KGFT’s PANEL OF ATTORNEYS FOR A PERIOD OF 3 YEARS

COMPULSORY BRIEFING:

Yes

No

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C.1 TENDER NOTICE AND INVITATION TO TENDER

KZN Growth Fund Trust seeks to establishment of a panel of suitably qualified attorneys to be included on the KGFT's panel of attorneys for a period of 3 years

The tender document will only be available via **eTenders and KGFT Website**.

A compulsory Briefing Session will be held as per the below:

Date: 24 August 2023

Time: 10:00 am

Method: Online via Teams

Meeting ID: 342 996 411 513

Password: iY8Nyp

Submission:

One original and one electronic copy on a USB flash drive (flash drive must not be encrypted) must be submitted

The proposals shall be submitted in sealed envelopes delivered at KZN Growth Fund Trust 28th Floor, 303 Dr Pixley KaSeme Street, Durban,4001 and should be deposited in the box located at the reception. The closing time for receipt of tenders is **15 September 2023 @11h00 am**.

Telegraphic, telephonic, telex, facsimile, e-mail and late tenders will not be accepted. It is important to note that all bids lodged will be examined to determine compliance with the bidding requirements and conditions. Bids with obvious deviation from the requirements, will be eliminated.

Technical and administrative queries relating to these documents may be addressed in writing only quoting the Bid No. for attention: Supply Chain Management Unit by email to scm@kzngf.co.za

Tenders may only be submitted on the original tender documentation that is issued by KGFT written in black ink.

KGFT does not bind itself to accept the lowest or any bid and consider any bid for appointment.

PART A - INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF KZN GROWTH FUND TRUST					
BID NUMBER:	KGFT-RFP 2023/003	CLOSING DATE:	15 SEPTEMBER 2023	CLOSING TIME:	11H00 am
DESCRIPTION	ESTABLISHMENT OF A PANEL OF SUITABLY QUALIFIED ATTORNEYS TO BE INCLUDED ON THE KGFT's PANEL OF ATTORNEYS FOR A PERIOD OF 3 YEARS				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT :					
KZN Growth Fund Trust					
28 th Floor, 303 Dr Pixley KaSeme Street					
Durban					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Sijabulile Ntshangase		CONTACT PERSON	Joy Ngcobo	
TELEPHONE No.	031 372 3720		TELEPHONE NUMBER	031 372 3720	
E-MAIL ADDRESS	accounts@kzngf.co.za		E-MAIL ADDRESS	scm@kzngf.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 DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX] <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]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]	
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE A BRANCH IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?			<input type="checkbox"/> YES <input type="checkbox"/> 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 (KGFT) AND IF NOT REGISTER AS PER 2.3 BELOW.					

**PART B
TERMS AND CONDITIONS FOR BIDDING**

1. BID SUBMISSION:
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED-(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.
1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (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 KGFT 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 KGFT WEBSITE WWW.KGFT.GOV.ZA.
2.4 BIDDERS SHOULD ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5 IN BIDS WHERE JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

SIGNATURE OF BIDDER OR THE REPRESENTATIVE

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

DATE:

C.2 BIDDERS INFORMATION

All bidders must furnish the following particulars and include it in their submission (returnable documents)

Name of bidder:

.....

Trading name

.....

Company registration number

VAT registration number

.....

Workman's compensation number

Tax Clearance Certificate
/CSD Report submitted

.....

Postal address:

.....

Street address:

.....

Telephone number:

Code

Number

.....

.....

Cellular number:

.....

Facsimile number:

Code

Number

.....

.....

e-Mail address:

.....

In case of a joint venture, full details on joint venture members:

Entity name	VAT registration number	Tax Clearance Certificate submitted	YES / NO
.....
Entity name	VAT registration number	Tax Clearance Certificate submitted	YES / NO
.....
Entity name	VAT registration number	Tax Clearance Certificate submitted	YES / NO
.....

Name of contracting entity in case of a consortium/joint venture

Entity name:

Postal address:

Street address:

Contact details of responsible person who will act on behalf of the entity/consortium/joint venture for this bid

Name and Surname

Telephone number: Code Number

Cellular number:

Facsimile number: Code Number

e-Mail address:

Contact details of alternative responsible person who will act on behalf of the person above should he/she not be available

Name and Surname

.....

Telephone number:

Code

Number

.....

Cellular number:

.....

Facsimile number:

Code

Number

.....

e-Mail address:

.....

Confirmation

Are you the accredited representative in South Africa for the services offered by you: YES / NO

Declaration

I/We have examined the information provided in this bid documents and offer to undertake the work prescribed in accordance with the requirements as set out in the bid document. The prices quoted in this bid are valid for the stipulated period. I/We confirm the availability of the proposed team members. We confirm that this bid will remain binding upon us and may be accepted by you at any time before the expiry date.

Are you duly authorised to commit the bidder: YES / NO

SIGNATURE:of person authorised to sign the tender)

C.3 INTRODUCTION AND TERMS OF REFERENCE

KZN Growth Fund Trust (KGFT) is a fund, established and capitalised by the Provincial Government to provide debt and equity. The main objective of the KGFT is to provide support for creating an enabling environment for activities that create jobs and accelerate the economic development of KZN whilst promoting Broad-Based Black Economic Empowerment (B-BBEE).

Vision

To be KZN's leading Development Financier and socially responsible Impact Investor.

Mission

To provide competitive and innovative financing solutions through the management of public, and private equity funds that propel socioeconomic growth for a better future.

Mandate

To support sustainable growth by financing private sector projects that drive economic success, stimulate job creation, promote broad based black economic empowerment (B-BBEE) and reduce inequality.

Values

Respect, accountability, integrity, serving and enterprising.

Procurement Philosophy

It is the policy of KGFT, when purchasing goods and obtaining services, to follow a course of optimum value and efficiency by adopting best purchasing practices in supply chain management, ensuring that open and fair competition has prevailed, with due regard being given to the importance of:

- a) The promotion, development and support of businesses from disadvantaged communities (small, medium, micro enterprises, as well as established businesses within those communities) in terms of its B-BBEE Policy.
- b) The promotion of national and regional local service providers and agents before considering overseas service providers; and;
- c) The development, promotion and support for the moral values that underpin the above, in terms of the Fund's Business Ethics and Guidelines which requires that all commercial conduct be based on ethical and moral values and sound business practice. This value system governs all commercial behaviour within the Fund.

The quality, price and service that we provide our customers can only be as good as what we receive from our service providers. We strive for continuous improvement in our critical business areas and seek to establish relationships with service providers that are equally passionate in their quest for better quality, price and service.

1. BACKGROUND

The Legal team within KGFT, is responsible for providing timeous and professional in-house legal advisory services across all business teams to ensure that all aspects of the KGFT's processes, functions and operations are well informed and based on sound legal principles and that legal risks are identified, satisfactorily mitigated, managed and addressed.

The Legal team provides advice on public and private sector financing activities such as deal structuring and drafting of loan, security and related documents. The Legal team actively participates in the conceptualization, development and structuring of various development projects, as well as drafting and/or reviewing various legal agreements and documents. This is done by active and full participation of the Legal team with the various deal teams within the KGFT and externally with the project owners throughout the project life cycle.

The Legal team further supports the KGFT by providing advice and related legal support on inter alia regulatory frameworks, compliance, procurement, commercial and insolvency litigation, construction & engineering contracts and dispute resolution.

Due to the diversity and volume of the business that the KGFT is engaged in, external legal support is often necessary to enable the Legal team to deliver on its mandate.

2. SCOPE OF SERVICE

Bidders must demonstrate experience in all of the following areas of law:

No.	Categories	√
1	Financial Services and Financial Markets	
2	Banking, finance and restructuring of debt	
3	Corporate, commercial Law and competition law (Transactions)	
4	Corporate and commercial law (General)	
5	Taxation	
6	Governance and Regulatory Compliance	
7	Labour and Employment dispute resolution and advisory	
8	Property Law	
9	Litigation	
10	Information (data protection) and Technology (IT)	
11	Intellectual Property	

2.1 AREAS OF WORK

No	Area of Work	Scope of Work	Skills Required
1	Financial Services and Financial Markets	<p>Advising on, <i>inter alia</i>, asset management, insurance, pension fund matters.</p> <p>Assisting the KGFTKGFT, <i>inter alia</i>, with regard to matters pertaining to:</p> <ul style="list-style-type: none"> a) Issuing, listing, registering and disposal of shares; and b) debt instruments including bonds, stock, derivatives and other instruments 	<p>Experience in working on matters pertaining to financial law and capital markets.</p> <p>Experience in litigation relating to financial services and financial markets.</p> <p>Minimum 5 (five) years proven experience is required.</p> <p>Required experience must include lead director or partner and team for the law firm.</p>
2	Banking, finance and restructuring of debt	<p>Advising the KGFT on financing and restructuring transactions which includes, <i>inter alia</i>:</p> <ul style="list-style-type: none"> - general corporate finance including private equity, funds of funds, debt, mezzanine and hybrid instrument funding; - structured finance including securitization, unlisted notes; - projects and infrastructure funding; - financing of the acquisition and disposal of assets including SMME, BEE funding; - debt restructuring, workouts of transactions, attending to liquidation and business rescue proceedings. 	<p>Experience in general banking finance, private equity transactions and restructuring of debt. Assisting the KGFT on transactions implementation.</p> <p>Bidder must provide evidence not older than 5 years.</p> <p>Required experience must include lead director or partner and team for the law firm.</p> <p>Experience in litigation relating to banking, finance and restructuring of debt.</p> <p>Minimum 5 (five) years proven experience is required.</p> <p>Required experience must include lead director or partner and team for the law firm.</p>

No	Area of Work	Scope of Work	Skills Required
3	Corporate, Commercial Law and competition law (Transactions)	<ul style="list-style-type: none"> - Reviewing, drafting and negotiating corporate and commercial agreements. - Corporate finance. - Advising the KGFT on transactions of corporate and commercial law nature including competition law related matters and providing legal opinions. - Advising on competition law implications to transactions 	<p>Experience in providing advice on corporate, commercial law and issues.</p> <p>Experience in litigation relating to corporate and commercial transactions.</p> <p>Minimum 5 (five) years proven experience is required.</p> <p>Required experience must include lead director or partner and team for the law firm.</p>
4	Corporate and commercial Law (General)	<p>Reviewing, drafting and negotiating corporate / commercial nature.</p> <p>Advising on general matters of a corporate / operations and commercial nature.</p> <p>Legal opinions of a corporate / commercial nature.</p>	<p>Experience in working on matters pertaining to general corporate / commercial law and competition law.</p> <p>Minimum 5 (five) years proven experience is required.</p> <p>Required experience must include lead director or partner and team for the law firm.</p>
5	Taxation	<p>Providing the KGFT with tax opinions and tax law updates on the KGFT transactions.</p>	<p>Experience in tax law.</p> <p>Minimum 5 (five) years proven experience is required.</p> <p>Required experience must include lead director or partner and team for the law firm.</p>

No	Area of Work	Scope of Work	Skills Required
6	Governance and Regulatory Compliance	<p>a) Advice on applicable rules, practices and relevant legislation by which a corporate entity is governed including, governance structures, duties and liabilities and neither related matters.</p> <p>b) Provide advisory on South African legislation, including new laws that apply to the KGFT and when required, assist with compliance matters.</p> <p>c) Provide advisory on matters of a compliance / regulatory nature.</p>	<p>a) Experience in providing advice on corporate governance related matters.</p> <p>b) Experience in South African Legislation</p> <p>c) Experience in regulatory compliance.</p> <p>Minimum 5 (five) years proven experience is required.</p> <p>Required experience must include lead director or partner and team for the law firm.</p>
7	Labour and Employment dispute resolution and advisory	<ul style="list-style-type: none"> - Providing opinions on labour and employment law issues. - Advising on labour and employment law disputes. - Providing legal advice on pension law and employee benefits. - Represent KGFT in internal and external dispute resolution forums – i.e. internal disciplinary enquiries, CCMA and courts. 	<p>Experience in labour and employment law litigation.</p> <p>An understanding of labour and employment law jurisprudence for purposes of providing legal opinions.</p> <p>Minimum 5 (five) years proven experience is required.</p> <p>Required experience must include lead director or partner and team for the law firm.</p>

No	Area of Work	Scope of Work	Skills Required
8	Property Law	<ul style="list-style-type: none"> - Advising the KGFT on matters relating to the registration and administration of the KGFT's property portfolio. - Assisting in the structuring and drafting of property transactions. - Assisting with all aspects of development of property (dispute adjudication, town planning and other regulatory matters). 	<p>Experience in conveyancing and/or structuring of property transactions. Proof that attorneys are admitted conveyancers.</p> <p>Experience in litigation relating to property law and transactions.</p> <p>Minimum 5 (five) years proven experience is required.</p> <p>Required experience must include lead director or partner and team for the law firm.</p>
9	Litigation	<ul style="list-style-type: none"> - Assisting the KGFT in litigation matters including transactions related litigation. 	<p>Experience in litigation work of an asset manager – corporate and investments.</p> <p>Minimum 5 (five) years proven experience is required.</p> <p>Required experience must include lead director or partner and team for the law firm.</p>
10	Information (data protection) and Technology (IT)	<ul style="list-style-type: none"> - Assisting the KGFT in compliance with legal requirements and minimising legal risks affecting technology and information. - Assisting the KGFT with information and technology contracts and resolution of related disputes. 	<p>Experience in technology and data protection laws (including governance principles and best practices).</p> <p>Minimum 5 (five) years proven experience is required.</p> <p>Required experience must include lead director or partner and team for the law firm.</p>

No	Area of Work	Scope of Work	Skills Required
11	Intellectual Property	Assisting the KGFT on the protection and enforcement of its intellectual property rights in terms of the law, including at a global level.	<p>Experience in intellectual property law.</p> <p>Experience in litigation relating to intellectual property law.</p> <p>Minimum 5 (five) years proven experience is required.</p> <p>Required experience must include lead director or partner and team for the law firm.</p>

3 Compliance with mandatory requirements

All proposals must be accompanied by the following documents:

Bids will only be compliant if bidder has submitted the following documents:

3.1 Company Profile

3.2 The bidder must be registered as a vendor on the National Treasury Central Supply Database (CSD), which can be found at <https://secure.csd.gov.za/> in compliance with National Treasury compliance paragraph 4.2 with instruction note 4a of 2016/2017

3.3 The bidder must be in good standing with SARS and such information will be verified through Central Supply Database (CSD) or using SARS e-filing pin in National Treasury compliance with instruction note 9 of 2017/2018 prior to the award of the bid; Evidence of registration on the National Treasury Central Supplier Database (or proof of registration);

3.4 A **fully** completed bidders disclosure indicating that there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the employer; Or that none of its directors/shareholders is listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector;

3.5 The bidder must provide 5 letters of reference on the client letterhead including contact details, for the previous, current or ongoing projects of similar nature. Letters must not be older than three (3) years. This will be verified by KGFT.

3.6 Valid Certificate of registration with the Legal Practice Council of South Africa

3.7 Valid Attorneys Fidelity Fund Certificate

3.8 Original document and USB (**flash drive must not be encrypted**)

Failure to submit any of the above documents will disqualify the bidder from further evaluation.

C.4 CONDITIONS OF BID AND CONTRACT

	Conditions	Confirmation			
		Yes	No	Noted	If no, indicate deviation
1.	GUIDELINE ON COMPLETION				
1.1	Bidders must indicate compliance or non-compliance on a paragraph-by-paragraph basis. Indicate compliance with the relevant bid requirements by marking the YES box and non-compliance by marking the NO box. If the contents of the paragraph only need to be noted, please mark the NOTED box. The bidder must clearly state if a deviation from these requirements are offered and the reason therefore. If an explanatory note is provided, the paragraph reference must be attached as an appendix to the bid submission. Bids not completed in the manner prescribed may be considered incomplete and rejected.				
2.	KGFT SERVICE LEVEL AGREEMENT				
2.1	The KGFT Service Level Agreement (SLA) will be the only contract signed by both parties and will form the basis of this contract. KGFT's terms and conditions will not be negotiated.				
3.	ADDITIONAL INFORMATION REQUIREMENTS				
3.1	During evaluation of the bids, additional information may be requested in writing from bidders. Replies to such request must be submitted, within 5 (five) working days or as otherwise indicated. Failure to comply, may lead to the bid being disregarded.				
4.	CONFIDENTIALITY				
4.1	The bid and all information in connection therewith shall be held in strict confidence by bidders and usage of such information shall be limited to the preparation of the bid.				
4.2	All bidders are bound by a confidentially agreement preventing the unauthorised disclosure of any information regarding KGFT or of its activities to any other organisation or individual. The bidders may not disclose any information, documentation or products to other clients without written approval of the accounting authority or the delegate.				

5.	INTELLECTUAL PROPERTY, INVENTIONS AND COPYRIGHT	Yes	No	Noted	If no, indicate deviation
5.1	Copyright of all documentation relating to this assignment belongs to KGFT. The successful bidders may not disclose any information, documentation or products to other clients without the written approval of the accounting authority or the delegate.				
5.2	All the intellectual property rights arising from the execution of this Agreement shall vest in KGFT and the service provider undertakes to honour such intellectual property rights and all future rights by keeping the know-how and all published and unpublished material confidential.				
5.3	In the event that the service provider would like to use any information or data generated in terms of the Services, the prior written permission must be obtained from KGFT.				
5.4	KGFT shall own all materials produced by the service provider during the course of, or as part of the Services including without limitation, deliverables, computer programmes (source code and object code), programming aids and tools, documentation, reports, data, designs, concepts, know-how and other information whether capable of being copyrighted or not ("IP") which IP KGFT shall be entitled to freely cede and assign to parties nominated by KGFT.				
6	PAYMENTS				
6.1	KGFT will pay the service provider for the actual services rendered in line with the SLA.				
6.2	The service provider shall from time to time during the duration of the contract, invoice KGFT for the services rendered. No payment will be made to the service provider unless an invoice complying with section 20 of VAT Act No 89 of 1991 has been submitted to KGFT.				
6.3	Payment shall be made into the bidder's bank account normally 30 days after receipt of an acceptable, valid invoice. (Banking details must be submitted as soon as this bid is awarded).				
7	NON-COMPLIANCE WITH DELIVERY TERMS				
7.1	As soon as it becomes known to the service provider that he will not be able to deliver the goods/services within the delivery period and/or against the quoted price and/or as specified, KGFT must be given immediate written notice				

	to this effect. KGFT reserves the right to implement remedies as provided for in the SLA.				
8	WARRANTIES	Yes	No	Noted	If no, indicate deviation
8.1	The service provider warranties that: It is able to conclude this Agreement to the satisfaction of KGFT.				
8.2	Although the service provider will be entitled to provide services to persons other than KGFT, the service provider shall not without the prior written consent of KGFT, be involved in any manner whatsoever, directly or indirectly, in any business or venture which competes or conflicts with the obligations of the contractor to provide the Services.				
9.	PARTIES NOT AFFECTED BY WAIVER OR BREACHES				
9.1	The waiver (whether express or implied) by any Party of any breach of the terms or conditions of this Agreement by the other Party shall not prejudice any remedy of the waiving party in respect of any continuing or other breach of the terms and conditions hereof				
9.2	No favour, delay, relaxation or indulgence on the part of any Party in exercising any power or right conferred on such Party in terms of this Agreement shall operate as a waiver of such power or right nor shall any single or partial exercise of any such power or right under this Agreement.				
10	SUBMITTING BIDS				
10.1	All bid documents must be <u>originals</u> , <u>sealed</u> and <u>hand delivered</u> through Supply Chain Management (SCM) as per 10.2 below				
10.2	All bid documents must be delivered to: KZN Growth Fund Trust 28 th Floor, 303 Dr Pixley Street, Durban,4001 At reception in the Bid box Closing date: 15 SEPTEMBER 2023 at 11:00am				

11	LATE BIDS	Yes	No	Noted	If no, indicate deviation
11.1	Late submissions will not be accepted. A submission will be considered late if it arrived one second after 11:00 or any time thereafter. The bid (tender) box shall be locked at exactly 11:00 and bids arriving late will not be accepted under any circumstances. Bidders are therefore strongly advised to ensure that bids be dispatched allowing enough time for any unforeseen events that may delay the delivery of the bid.				
12.	BRIEFING SESSIONS AND CLARIFICATIONS				
12.1	<u>Compulsory Briefing session</u> See page 2 above for details				
12.2	Any clarification required by a bidder regarding the meaning or interpretation of the Terms of Reference, or any other aspect concerning the bid, is to be requested in writing (letter, facsimile or e-mail). Please make reference to Tender Notice and Invitation to Tender page of this bid pack for contact details. The bid number should be mentioned in all correspondence. Telephonic requests for clarification will not be accepted. If appropriate, the clarifying information will be made available to all bidders by e-mail only.				
13.	FORMAT OF BIDS				
13.1	Bidders must complete all the necessary bid documents and undertakings required in this bid document. Bidders are advised that their proposal should be concise, written in plain English and simply presented.				
13.2	Bidders are to set out their proposal in the following format:				
13.2.1	Part 1: Invitation to Bid & Introduction				
13.2.2	Part 3: Compliance to Special Conditions of Bid and Noting of Evaluation Criteria				
13.2.3	Part 4: National Treasury CSD report				
13.2.4	Part 5: Bidders Disclosure and Certificate of Authority to Sign a Bid				
13.2.5	Part 6: BBBEE				
13.2.6	Part 7: Technical/Functionality Proposal				

13.2.7	Part 8: Deviations from Request for Bid				
13.2.8	Part 9: Procurement Timelines				
13.2.9	Part 10: Terms of Reference				
13.2.10b	Part 11: Annexures				
14.1	PART 1: INVITATION TO BID (FORM C1)				
14.2	PART 3: COMPLIANCE TO SPECIAL CONDITIONS OF BID AND NOTING OF EVALUATION CRITERIA (FORM C4)				
	Bidders must complete C4. Indicating compliance/non-compliance or noted. In case of non-compliance details and referencing to the specific paragraph is required.				
14.3	PART 4: KGFT TAX STATUS (FORM C8)				
	The bidder must be compliance with KGFT and such information will be verified with Central Supplier Database (CSD). In case of a joint venture, or where sub-contractors are utilised, each joint venture member and/or sub-contractor (individual) must be in compliance with KGFT and the information will be verified on Central Supplier Database (CSD).				
14.4	<u>PART 5: (FORM C5 AND C10)</u> Certificate of Authority to Sign a Bid Bidders Disclosure Form (SBD 4)				
14.4.1	Bidders must complete and submit the Declaration forms. A bidder must complete the relevant part of the document and it must indicate who is delegated to communicate or deal with KGFT. Any other irrelevant sections to the tendering entity must be marked 'N/A'.				
14.4.2	Bidders must submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS) or a Registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA) or an Accounting Officer as contemplated in the Close Corporation Act (CCA)				
14.4.3	For a consortium or joint venture: A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity , provided that the entity submits their B-BBEE status level certificate. A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity , provided that the entity submits their consolidated B-BBEE				

	scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.				
14.5	<u>PART 6: JOINTVENTURE/CONSORTIUM AGREEMENT (FORM C4)</u>	Yes	No	Noted	If no, indicate deviation
14.5.1	A copy of the joint venture/consortium agreement must be included.				
14.6	PART 7: TECHNICAL PROPOSAL/FUNCTIONALITY PROPOSAL (FORM C8)				
14.6.1	The bidder must provide letters of reference on the client letterhead including contact details, for the previous, current or ongoing projects of similar nature. This will be verified by KGF.				
14.7	PART 8: DEVIATIONS FROM REQUEST FOR BID (FORM C14)				
14.7.1	Please indicate deviations or modifications to this Request for Bid on form C14				
14.7.2	If no deviations are required, please mark the form “Nil” and sign				
14.8	PART 9: PROCUREMENT TIMELINES (FORM C6)				
14.8.1	This part of a bid documents informs bidders when the bid process is expected to be finalised. It may not necessarily be followed.				
14.8.2	Terms of reference (TOR) are the requirements by KGFT. When a proposal is submitted, a bidder must be certain that TOR are understood and has the capacity to offer a specified service.				
14.9	PART 10: ANNEXURES				
14.9.1	Bidder must insert all their additional annexures in part 11. This can include professional registrations, insurances etc.				
14.10	VAT				
14.10.1	KGFT is a VAT Vendor. Prices quoted must include VAT (where applicable).				
14.10.2	KGFT reserves the right to request the preferred bidder to register for VAT if the award is anticipated to be in access				

	of R1m for 12 conservative months as the VAT Act requires.				
15	PRESENTATIONS	Yes	No	Noted	If no, indicate deviation
15.1	KGFT reserves the right to invite bidders for presentations before the award of the bid.				
15.2	Presentation may affect the points awarded for functionality.				
16	NEGOTIATION				
16.1	KGFT has the right to enter into negotiation with a prospective contractor regarding any terms and conditions, including price(s), of a proposed contract.				
16.2	KGFT shall not be obliged to accept the lowest or any financial offer or proposal. Furthermore, KGFT reserve the right not to award the tender to highest ranking bidder in terms of PPPFA.				
16.3	All bidders will be informed whether they have been successful or not. A contract will only be deemed to be concluded when reduced to writing in a contract form signed by the designated responsible person of both parties.				
17	DOMICILIUM				
17.1	The parties hereto choose <i>domicilium citandi et executandi</i> for all purposes of and in connection with the final contract as follows:				
	KZN Growth Fund Trust 28 th Floor, Dr Pixley KaSeme Street Durban 4001				
18	COST OF BID PREPARATION				
18.1	Bidders shall prepare and submit a bid at their own expense.				
19	BID VALIDITY PERIOD				
19.1	Bid will be valid for a period of 120 days				
19.2	The bidder will hold the tender offer(s) valid for acceptance by the employer at any time during the validity period stated in the tender data after the closing time stated in the tender data.				

19.3	If requested by the employer, the bidder will consider extending the validity period stated in the tender data for an agreed additional period.				
20	ISSUE ADDENDA	Yes	No	Noted	If no, indicate deviation
20.1	If necessary, KGFT may issue addenda that may amend or amplify the tender documents to each tenderer during the period from the date that tender documents are available until seven days before the tender closing time stated in the Tender Data. If, as a result a tenderer applies for an extension to the closing time stated in the Tender Data, the Employer may grant such extension and, shall then notify those tendering entities appearing on the attendance list				
20.2	Tenderers must sign the attendance list in the name of the tendering entity. Addenda will be issued to and tenders will be received only from those tendering entities appearing on the attendance list				
20.3	Tenderers are obliged to acknowledge, in writing, receipt of addenda to the tender documents, which the employer may issue.				
21	SUBMITTING OF FRAUDULENT DOCUMENTS				
21.1	KGFT will disregard the bid of any bidder if that bidder or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.				
21.2	KGFT will list bidders/ directors in the list of restricted suppliers and they will not conduct any business with an organ of state.				

C.5 CERTIFICATE OF AUTHORITY TO SIGN A BID

Indicate the status of the tenderer by ticking the appropriate box hereunder. The tenderer must complete the certificate set out below for the relevant category.

(I) COMPANY	(II) CLOSE CORPORATION	(III) PARTNER SHIP	(IV) SOLE PROPRIETOR	(V) JOINT VENTURES	(VI) CO- OPERATIVES	(VII) CONSORTIUM

i. CERTIFICATE FOR COMPANY

I,, chairperson of the Board of Directors of, hereby confirm that by resolution of the Board (copy attached) taken on 20....., Mr/Ms, acting in the capacity of, was authorised to sign all documents in connection with this tender and any contract resulting from it on behalf of the company.

Chairman:

As Witnesses:

Date:

ii. CERTIFICATE FOR CLOSE CORPORATION

We, the undersigned, being the key members in the business trading as.....

..... Hereby authorise Mr/Ms..... acting in the capacity of, to sign all documents in connection with the tender for Contract No: and any contract resulting from it on our behalf.

NAME	ADDRESS	SIGNATURE	DATE

Note: This certificate is to be completed and signed by all of the key members upon whom rests the direction of the affairs of the Close Corporation as a whole.

iii. CERTIFICATE FOR PARTNERSHIP

We, the undersigned, being the key partners in the business trading as,

..... hereby authorize Mr/Ms. acting in the capacity of, to sign all documents in connection with the tender for Contract No and any contract resulting from it on our behalf.

NAME	ADDRESS	SIGNATURE	DATE

Note: This certificate is to be completed and signed by all of the key partners upon whom rests the direction of the affairs of the Partnership as a whole.

iv. CERTIFICATE FOR SOLE PROPRIETOR

I,, hereby confirm that I am the sole owner of the business trading as.....

Signature of Sole owner:

As Witnesses:

1.....

2.....

Date:

v. CERTIFICATE OF AUTHORITY FOR JOINT VENTURES

This Returnable Schedule is to be completed by **EACH member** of a joint venture submitting a tender.

We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorise Mr/Ms....., authorised signatory of the Company.....acting in the capacity of lead JV partner, to sign all documents in connection with the tender offer and any contract resulting from it on our behalf as a joint venture.

NAME OF JV ORGANIZATION.....

ADDRESS:

.....

.....

DULY AUTHORISED SIGNATORY NAME

DESIGNATION:

SIGNATURE

DATE:.....

vi. CERTIFICATE OF AUTHORITY TO SIGN CO-OPERATIVE

A certified copy of the Constitution of the co-operative must be included with the bid, together with the resolution by its members authoring a member or other official of the co-operative to sign the bid documents on their behalf.

By resolution of members at a meeting on 20..... at

Mr/Ms....., whose signature appears below, has been authorised to sign all documents in connection with this bid on behalf of (Name of co-operative).....

SIGNATURE OF AUTHORISED REPRESENTATIVE/SIGNATORY:

..... **IN HIS/HER CAPACITY AS:**

DATE: **SIGNED ON BEHALF OF CO-OPERATIVE:**

NAME IN BLOCK LETTERS:

WITNESSES:

1.

vii. CERTIFICATE OF AUTHORITY FOR CONSORTIUM

If a bidder is a consortium, a certified copy of the resolution/agreement passed/reached signed by the duly authorized representatives of concerned enterprises, authorizing the representatives who sign this bid to do so, as well as to sign any contract resulting from this bid and any other documents and correspondence in connection with this bid and/or contract on behalf of the consortium must be submitted with this bid, before the closing time and date of the bid.

AUTHORITY TO SIGN ON BEHALF OF THE CONSORTIUM

By resolution/agreement passed/reached by the consortium on.....20.....,

Mr/Mrs..... and Mr/Mrs..... (whose signatures appears below) has been duly authorised to sign all documents in connection with this bid on behalf of:

(Name of Consortium)

IN HIS/HER CAPACITY AS:

SIGNATURE:

DATE:

C.6 PROCUREMENT TIMELINES

PROCUREMENT TIMELINE	DATE	TIME
RFP Release Date	18 August 2023	10:00am
Compulsory Briefing Session date	24 August 2023	10:00am
Written questions of clarification – closing date	11 September 2023	16:00pm
Written response to all clarifications	12 September 2023	16:00pm
Service Provider Proposals Due	15 September 2023	12:00pm
Completion of Bid Evaluations	20 October 2023	16:00pm
Anticipated letter of Award	01 November 2023	16:00pm
Anticipated Commencement Date	01 January 2024	09:00am

***Indicative dates**

C.7 EVALUATION PROCESS & CRITERIA

This phase consists of Mandatory and Non-Mandatory administrative compliance evaluation of all proposals.

1	EVALUATION PROCESS				
1.1	<u>STAGE ONE: ADMINISTRATION COMPLIANCE</u>				
1.1.1	<p>All bids duly lodged will be examined to determine compliance with bidding requirements and conditions. Bids with obvious deviations from the requirements/conditions, will be eliminated from further adjudication.</p> <p>Mandatory requirements are detailed on page 17 of this document</p> <p>Failure to complete and/or provide any mandatory information as requested above will result in the submission being deemed non-responsive.</p>				
1.2	<u>STAGE TWO: FUNCTIONALITY REQUIREMENTS</u>				
1.2.1	Responsive bids will be evaluated according to the criteria, weightings and threshold scores as indicated below.				
1.3	ADJUDICATION OF BID				
1.3.1	The Bid Adjudication Committee will consider the recommendations and make the final award.				
1.3.2	The bid shall be awarded at the sole and absolute discretion of KGFT. KGFT hereby represents that it is not obliged to award this bid to any bidder. KGFT is entitled to retract this bid at any time as from the date of issue. KGFT is not obliged to award this bid to the bidder that quotes the lowest.				
1.3.3	A bidder shall be disqualified from bidding if any attempt is made either directly to solicit and/or canvass any information from any employee or agent of KGFT regarding this bid from the date the offer is submitted until the date of award of the bid.				
1.4	Awarding of contract				
1.4.1	KGFT reserves the right to award this bid in full or part				

C.8 EVALUATION REQUIREMENTS

FUNCTIONALITY REQUIREMENTS

About Functionality Requirements, being stage 2 of the evaluation process, the following criteria and the associated weightings will be applicable:

No.	Criteria	Requirements from service providers	Weighting
1.	Financial services and financial markets	<p>Relevance to scope of work – Annexure A</p> <p>Provide at least a list of five previous relevant work performed including duration and client name / sector in the form of a table.</p> <p>* 5 point per assignment completed</p>	25
		<p>Experience of the firm as per Legal Practice Council (LPC)</p> <p>More than 20 years = 25 points</p> <p>10 – 19 years = 20 points</p> <p>6 – 9 years = 10 points</p> <p>0 - 5 years = 5 points</p>	25
		<p>Experience of the team based on the CV submitted</p> <p>Scoring for the proposed lead professional team’s experience is to be allocated as follows:</p> <ol style="list-style-type: none"> 1. Team’s average experience ranges between 1 and 5 years – (5) 2. Team’s average experience ranges between 6 and 10 years (10) 3. Team’s average experience ranges is more than 10 years - (25) <p>The team’s experience shall be determined using a simple average whereby the aggregate experience of the team members in years, is divided by the size of the team.</p>	25
		<p>Reference Letters</p> <p>Five (5) Written reference in line with the category, on a company letterhead, signed and dated not older than 4 years</p>	25
<p>Minimum Threshold 70</p>			100

No.	Criteria	Requirements from service providers	Weighting
2.	Banking, finance and restructuring of debt	<p>Relevance to scope of work – Annexure A</p> <p>Provide at least a list of five previous relevant work performed including duration and client name / sector in the form of a table.</p> <p>* 5 point per assignment completed</p>	25
		<p>Experience of the firm as per Legal Practice Council (LPC)</p> <p>More than 20 years = 25 points</p> <p>10 – 19 years = 20 points</p> <p>6 – 9 years = 10 points</p> <p>0 - 5 years = 5 points</p>	25
		<p>Experience of the team based on the CV submitted</p> <p>Scoring for the proposed lead professional team’s experience is to be allocated as follows:</p> <ol style="list-style-type: none"> 1. Team’s average experience ranges between 1 and 5 years – (5) 2. Team’s average experience ranges between 6 and 10 years (10) 3. Team’s average experience ranges is more than 10 years - (25) <p>The team’s experience shall be determined using a simple average whereby the aggregate experience of the team members in years, is divided by the size of the team.</p>	25
		<p>Reference Letters</p> <p>Five (5) Written reference in line with the category, on a company letterhead, signed and dated not older than 4 years</p>	25
Minimum Threshold 70			100

No.	Criteria	Requirements from service providers	Weighting
3.	Corporate, Commercial law and competition law (Transactions)	Relevance to scope of work – Annexure A Provide at least a list of five previous relevant work performed including duration and client name / sector in the form of a table. * 5 point per assignment completed	25
		Experience of the firm as per Legal Practice Council (LPC) More than 20 years = 25 points 10 – 19 years = 20 points 6 – 9 years = 10 points 0 - 5 years = 5 points	25
		Experience of the team based on the CV submitted Scoring for the proposed lead professional team’s experience is to be allocated as follows: 4. Team’s average experience ranges between 1 and 5 years – (5) 5. Team’s average experience ranges between 6 and 10 years (10) 6. Team’s average experience ranges is more than 10 years - (25) The team’s experience shall be determined using a simple average whereby the aggregate experience of the team members in years, is divided by the size of the team.	25
		Reference Letters Five (5) Written reference in line with the category, on a company letterhead, signed and dated not older than 4 years	25
Minimum Threshold 70			100

No.	Criteria	Requirements from service providers	Weighting
4.	Corporate and commercial law (General)	Relevance to scope of work – Annexure A Provide at least a list of five previous relevant work performed including duration and client name / sector in the form of a table. * 5 point per assignment completed	25
		Experience of the firm as per Legal Practice Council (LPC) More than 20 years = 25 points 10 – 19 years = 20 points 6 – 9 years = 10 points 0 - 5 years = 5 points	25
		Experience of the team based on the CV submitted Scoring for the proposed lead professional team’s experience is to be allocated as follows: 7. Team’s average experience ranges between 1 and 5 years – (5) 8. Team’s average experience ranges between 6 and 10 years (10) 9. Team’s average experience ranges is more than 10 years - (25) The team’s experience shall be determined using a simple average whereby the aggregate experience of the team members in years, is divided by the size of the team.	25
		Reference Letters Five (5) Written reference in line with the category, on a company letterhead, signed and dated not older than 4 years	25
Minimum Threshold 70			100

No.	Criteria	Requirements from service providers	Weighting
5.	Taxation	<p>Relevance to scope of work – Annexure A</p> <p>Provide at least a list of five previous relevant work performed including duration and client name / sector in the form of a table.</p> <p>* 5 point per assignment completed</p>	25
		<p>Experience of the firm as per Legal Practice Council (LPC)</p> <p>More than 20 years = 25 points</p> <p>10 – 19 years = 20 points</p> <p>6 – 9 years = 10 points</p> <p>0 - 5 years = 5 points</p>	25
		<p>Experience of the team based on the CV submitted</p> <p>Scoring for the proposed lead professional team’s experience is to be allocated as follows:</p> <p>10. Team’s average experience ranges between 1 and 5 years – (5)</p> <p>11. Team’s average experience ranges between 6 and 10 years (10)</p> <p>12. Team’s average experience ranges is more than 10 years - (25)</p> <p>The team’s experience shall be determined using a simple average whereby the aggregate experience of the team members in years, is divided by the size of the team.</p>	25
		<p>Reference Letters</p> <p>Five (5) Written reference in line with the category, on a company letterhead, signed and dated not older than 4 years</p>	25
Minimum Threshold 70			100

No.	Criteria	Requirements from service providers	Weighting
6.	Governance and Regulatory Compliance	Relevance to scope of work – Annexure A Provide at least a list of five previous relevant work performed including duration and client name / sector in the form of a table. * 5 point per assignment completed	25
		Experience of the firm as per Legal Practice Council (LPC) More than 20 years = 25 points 10 – 19 years = 20 points 6 – 9 years = 10 points 0 - 5 years = 5 points	25
		Experience of the team based on the CV submitted Scoring for the proposed lead professional team’s experience is to be allocated as follows: 13. Team’s average experience ranges between 1 and 5 years – (5) 14. Team’s average experience ranges between 6 and 10 years (10) 15. Team’s average experience ranges is more than 10 years - (25) The team’s experience shall be determined using a simple average whereby the aggregate experience of the team members in years, is divided by the size of the team.	25
		Reference Letters Five (5) Written reference in line with the category, on a company letterhead, signed and dated not older than 4 years	25
Minimum Threshold 70			100

No.	Criteria	Requirements from service providers	Weighting
7.	Labour and Employment dispute resolution and advisory	<p>Relevance to scope of work – Annexure A</p> <p>Provide at least a list of five previous relevant work performed including duration and client name / sector in the form of a table.</p> <p>* 5 point per assignment completed</p>	25
		<p>Experience of the firm as per Legal Practice Council (LPC)</p> <p>More than 20 years = 25 points</p> <p>10 – 19 years = 20 points</p> <p>6 – 9 years = 10 points</p> <p>0 - 5 years = 5 points</p>	25
		<p>Experience of the team based on the CV submitted</p> <p>Scoring for the proposed lead professional team’s experience is to be allocated as follows:</p> <p>16. Team’s average experience ranges between 1 and 5 years – (5)</p> <p>17. Team’s average experience ranges between 6 and 10 years (10)</p> <p>18. Team’s average experience ranges is more than 10 years - (25)</p> <p>The team’s experience shall be determined using a simple average whereby the aggregate experience of the team members in years, is divided by the size of the team.</p>	25
		<p>Reference Letters</p> <p>Five (5) Written reference in line with the category, on a company letterhead, signed and dated not older than 4 years</p>	25
Minimum Threshold 70			100

No.	Criteria	Requirements from service providers	Weighting
8.	Property Law	<p>Relevance to scope of work – Annexure A</p> <p>Provide at least a list of five previous relevant work performed including duration and client name / sector in the form of a table.</p> <p>* 5 point per assignment completed</p>	25
		<p>Experience of the firm as per Legal Practice Council (LPC)</p> <p>More than 20 years = 25 points</p> <p>10 – 19 years = 20 points</p> <p>6 – 9 years = 10 points</p> <p>0 - 5 years = 5 points</p>	25
		<p>Experience of the team based on the CV submitted</p> <p>Scoring for the proposed lead professional team’s experience is to be allocated as follows:</p> <p>19. Team’s average experience ranges between 1 and 5 years – (5)</p> <p>20. Team’s average experience ranges between 6 and 10 years (10)</p> <p>21. Team’s average experience ranges is more than 10 years - (25)</p> <p>The team’s experience shall be determined using a simple average whereby the aggregate experience of the team members in years, is divided by the size of the team.</p>	25
		<p>Reference Letters</p> <p>Five (5) Written reference in line with the category, on a company letterhead, signed and dated not older than 4 years</p>	25
Minimum Threshold 70			100

No.	Criteria	Requirements from service providers	Weighting
9.	Litigation	<p>Relevance to scope of work – Annexure A</p> <p>Provide at least a list of five previous relevant work performed including duration and client name / sector in the form of a table.</p> <p>* 5 point per assignment completed</p>	25
		<p>Experience of the firm as per Legal Practice Council (LPC)</p> <p>More than 20 years = 25 points</p> <p>10 – 19 years = 20 points</p> <p>6 – 9 years = 10 points</p> <p>0 - 5 years = 5 points</p>	25
		<p>Experience of the team based on the CV submitted</p> <p>Scoring for the proposed lead professional team’s experience is to be allocated as follows:</p> <p>22. Team’s average experience ranges between 1 and 5 years – (5)</p> <p>23. Team’s average experience ranges between 6 and 10 years (10)</p> <p>24. Team’s average experience ranges is more than 10 years - (25)</p> <p>The team’s experience shall be determined using a simple average whereby the aggregate experience of the team members in years, is divided by the size of the team.</p>	25
		<p>Reference Letters</p> <p>Five (5) Written reference in line with the category, on a company letterhead, signed and dated not older than 4 years</p>	25
Minimum Threshold 70			100

No.	Criteria	Requirements from service providers	Weighting
10.	Information (data protection) and Technology (IT)	<p>Relevance to scope of work – Annexure A</p> <p>Provide at least a list of five previous relevant work performed including duration and client name / sector in the form of a table.</p> <p>* 5 point per assignment completed</p>	25
		<p>Experience of the firm as per Legal Practice Council (LPC)</p> <p>More than 20 years = 25 points</p> <p>10 – 19 years = 20 points</p> <p>6 – 9 years = 10 points</p> <p>0 - 5 years = 5 points</p>	25
		<p>Experience of the team based on the CV submitted</p> <p>Scoring for the proposed lead professional team’s experience is to be allocated as follows:</p> <ol style="list-style-type: none"> 1. Team’s average experience ranges between 1 and 5 years – (5) 2. Team’s average experience ranges between 6 and 10 years (10) 3. Team’s average experience ranges is more than 10 years - (25) <p>The team’s experience shall be determined using a simple average whereby the aggregate experience of the team members in years, is divided by the size of the team.</p>	25
		<p>Reference Letters</p> <p>Five (5) Written reference in line with the category, on a company letterhead, signed and dated not older than 4 years</p>	25
Minimum Threshold 70			100

No.	Criteria	Requirements from service providers	Weighting
11.	Intellectual Property	Relevance to scope of work – Annexure A Provide at least a list of five previous relevant work performed including duration and client name / sector in the form of a table. * 5 point per assignment completed	25
		Experience of the firm as per Legal Practice Council (LPC) More than 20 years = 25 points 10 – 19 years = 20 points 6 – 9 years = 10 points 0 - 5 years = 5 points	25
		Experience of the team based on the CV submitted Scoring for the proposed lead professional team’s experience is to be allocated as follows: 1. Team’s average experience ranges between 1 and 5 years – (5) 2. Team’s average experience ranges between 6 and 10 years (10) 3. Team’s average experience ranges is more than 10 years - (25) The team’s experience shall be determined using a simple average whereby the aggregate experience of the team members in years, is divided by the size of the team.	25
		Reference Letters Five (5) Written reference in line with the category, on a company letterhead, signed and dated not older than 4 years	25
Minimum Threshold 70			100

Note: Failure to obtain the minimum of 70% of the maximum score on functionality will result in disqualification from being added to the Legal Panel

C.9 TAX CLEARANCE REQUIREMENTS

It is a condition of a bid that the taxes of the successful bidder **must** be in order, or that satisfactory arrangements have been made with South African Revenue Service (KGFT) to meet the bidder's tax obligations.

1. the bidder must be in good standing with KGFT and such information will be verified through Central Supplier Database (CSD)
2. In bids where Joint Ventures/Sub-Suppliers/Partners are involved, each party must submit a separate valid Tax Clearance Certificate for their organization.
3. Applications for the Tax Clearance Certificates may also be made via eFiling. In order to use this provision, taxpayers will need to register with KGFT as eFilers through the website www.KGFT.gov.za

C.10 BIDDERS DISCLOSURE

SBD 4

1. PURPOSE OF THE FORM

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

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

2. BIDDER'S DECLARATION

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

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

Full Name	Identity Number	Name of State institution

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

2.2.1 If so, furnish particulars:
.....
.....

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

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

2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

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

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

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

3.6 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

C.11 GENERAL CONDITIONS OF CONTRACT

1. Definitions

The following terms shall be interpreted as indicated:

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

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

2. Application

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

3. General

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

4. Standards

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

5. Use of contract documents and information; inspection.

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

6. Patent rights

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

7. Performance security

- 7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.

- 7.3 The performance security shall be denominated in the currency of the contract or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
- 7.4 a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
- 7.5 a cashier's or certified cheque
- 7.6 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

8. Inspections, tests and analyses

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.
- 8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

9. Packing

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

10. Delivery and documents

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

11. Insurance

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

12. Transportation

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

13. Incidental Services

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

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

other parties by the supplier for similar services.

14. Spare parts

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

15. Warranty

- 15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
- 15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.
- 15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- 15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. Payment

- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note

and upon fulfillment of other obligations stipulated in the contract.

16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.

16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

17. Prices

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

18. Contract amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

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

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

21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.

21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential

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

- 21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.
- 21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties

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

23. Termination for default

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

fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.

- 23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.
- 23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
- i. the name and address of the supplier and / or person restricted by the purchaser;
 - ii. the date of commencement of the restriction
 - iii. the period of restriction; and
 - iv. the reasons for the restriction.
- 23.7 These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.
- 23.8 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

24. Anti-dumping and countervailing duties and rights

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

25. Force Majeure

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

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

26. Termination for insolvency

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

27. Settlement of Disputes

27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.

27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.

27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.

27.5 Notwithstanding any reference to mediation and/or court proceedings herein,

- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
- (b) the purchaser shall pay the supplier any monies due the supplier.

28. Limitation of liability

28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;

- i. the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and
- ii. the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to

the cost of repairing or replacing defective equipment.

29. Governing language

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

30. Applicable law

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

31. Notices

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

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

32. Taxes and duties

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

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

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

33. National Industrial Participation (NIP) Programme

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

34. Prohibition of Restrictive practices

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

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

C.12 SPECIAL CONDITIONS OF CONTRACT

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

1. CONTRACT PERIOD

1.1 The contract duration 36 months (3 years)

2. CONTRACT VALIDITY

2.1 The offers must remain valid for a period of 120 days from the closing date of the submission of bids.

2.2 Validity is counted in working days from the closing date of the submission of bids.

3. Service Level Agreement (SLA)

3.1 The SLA will set out the administration processes, service levels and timelines.

3.2 The award of a tender shall always be subject too successful negotiation and conclusion of an SLA / contract. There will be no binding agreement between the parties if a contract has not been concluded.

4. Contracting

4.1 Bidders are advised that a valid contract will only come into existence between the KGFT and the successful bidder after conclusion of successful negotiations and signature of the contract by both parties' respective delegated persons.

5. Engagement

5.1 Appointed bidders may be required to engage with foreign law firms where necessary.

C.14 DEVIATIONS FROM THE REQUEST FOR PROPOSAL

Should the bidder desire to make any departures from, or modifications to this Request for Proposal or to qualify its bid in any way, it shall clearly set out its proposals hereunder or alternatively state them in a covering letter attached to its bid and referred to hereunder, failing which the bidder shall be deemed to be unqualified and conform exactly with the requirements of this Request for Proposal.

If no departures or modifications are desired, the Schedule hereunder is to be marked "NIL" and signed by the bidder.

Unless otherwise specified specifically and stipulated in writing, the Contract constitutes the sole memorial of the Contract between the parties and any terms and conditions forming part of the bidder's Bid or other documentation shall not form part of the Contract and shall be of no force or effect.

PAGE NUMBER	CLAUSE NUMBER	DEVIATION

SIGNATURE OF BIDDER

DATE

C.15 BID SUMMARY AND DETAILS

We the undersigned submit this bid in accordance with the conditions contained in the referenced RFP document and attach the documents required:

No.	Description in detail	Documents Attached
A. Commercial Documents		(Yes/ No/ N.A.)
1.	Deviations from Request for Proposal	
2.	Covering letter	
3.	Entire Bid Document	
4.	CC or Company Registration Documents or copy of ID if sole propriety	
5.	In good standing with SARS and such information will be verified through Central Supply Database (CSD);	
6.	BBBEE Certificate/Affidavit	
7.	Joint Venture Agreement where applicable	
B. Technical Documents		
8.	Proposal: Detailing Company Profile and award letters	
9.	Contactable reference letters where the bidder has rendered similar service	
10.	Capacity of the bidder – CV's and qualifications of resources	

Name

Date

Signature

ANNEXURE A - COMPANY EXPERIENCE EXAMPLE

Client Name	Scope of Work	Duration	Sector