PART A
INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	**LEDA/LEGAL/2026/27-5**	CLOSING DATE:	**12 NOVEMBER 2026**	CLOSING TIME:	**11H00**
DESCRIPTION	**APPOINTMENT OF A PANEL OF LEGAL SERVICES FOR A PERIOD OF 36 MONTHS**				

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT *(STREET ADDRESS)*
LIMPOPO ECONOMIC DEVELOPMENT AGENCY
ENTERPRISE DEVELOPMENT HOUSE,
MAIN ROAD, LEBOWAKGOMO, 0737

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO		TECHNICAL ENQUIRIES MAY BE DIRECTED TO:	
CONTACT PERSON	**SANTY MKHABELA**	CONTACT PERSON	**MAPULA MODJADJI**
TELEPHONE NUMBER	**015 633 4700**	TELEPHONE NUMBER	**015 633 4700**
FACSIMILE NUMBER		FACSIMILE NUMBER	
E-MAIL ADDRESS	SANTY.MKHABELA@LIEDA.CO.ZA	E-MAIL ADDRESS	MAPULA.MODJADJI@LIEDA.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

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐Yes ☐No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR **THE GOODS /SERVICES /WORKS OFFERED?**	☐Yes ☐No [IF YES, ANSWER PART B:3]

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	☐ YES ☐ NO
DOES THE ENTITY HAVE A BRANCH IN THE RSA?	☐ YES ☐ NO
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	☐ YES ☐ NO
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	☐ YES ☐ NO
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	☐ YES ☐ NO

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

PART B
TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**
1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4. **THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).**
2. TAX COMPLIANCE REQUIREMENTS
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

SIGNATURE OF BIDDER: ……

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

DATE: ……...

SBD 3.3

PRICING SCHEDULE
(Professional Services)

NAME OF BIDDER: ……BID NO.: ……

CLOSING TIME 11:00 CLOSING DATE 12 NOVEMBER 2026

OFFER TO BE VALID FOR ……90……DAYS FROM THE CLOSING DATE OF BID

ITEM NO	DESCRIPTION	BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES INCLUDED)
_____	**PANEL OF LEGAL SERVICES**	**R**_____

1. The accompanying information must be used for the formulation of proposals.
2. Bidders are required to indicate a ceiling price based on the total estimated time for completion of all phases and including all expenses inclusive of all applicable taxes for the project. R……..……

3. PERSONS WHO WILL BE INVOLVED IN THE PROJECT AND RATES APPLICABLE (CERTIFIED INVOICES MUST BE RENDERED IN TERMS HEREOF)

4. PERSON AND POSITION	HOURLY RATE	DAILY RATE
----------	R----------	----------
----------	R----------	----------
----------	R----------	----------
----------	R----------	----------
----------	R----------	----------

5. PHASES ACCORDING TO WHICH THE PROJECT WILL BE COMPLETED, COST PER PHASE AND MAN-DAYS TO BE SPENT

----------	R----------	---------- days
----------	R----------	---------- days
----------	R----------	---------- days
----------	R----------	---------- days

5.1 Travel expenses (specify, for example rate/km and total km, class of airtravel, etc). Only actual costs are recoverable. Proof of the expenses incurred must accompany certified invoices.

DESCRIPTION OF EXPENSE TO BE INCURRED	RATE	QUANTITY	AMOUNT
----------	…….	……..	R……..
----------	…….	……..	R……..
----------	…….	……..	R……..
----------	…….	……..	R……..

TOTAL: R……

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

5.2 Other expenses, for example accommodation (specify, eg. Three star hotel, bed and breakfast, telephone cost, reproduction cost, etc.). On basis of these particulars, certified invoices will be checked for correctness. Proof of the expenses must accompany invoices.

DESCRIPTION OF EXPENSE TO BE INCURRED	RATE	QUANTITY	AMOUNT
----------	…… .	……..	R……..
----------	……	……..	R……..
----------	……	……..	R……..
----------	……	……..	R……..

TOTAL: R……

6. Period required for commencement with project after acceptance of bid ……

7. Estimated man-days for completion of project ……

8. Are the rates quoted firm for the full period of contract? *YES/NO

9. If not firm for the full period, provide details of the basis on which adjustments will be applied for, for example consumer price index. ……

……

……

……

*__[DELETE IF NOT APPLICABLE]__

Any enquiries regarding bidding procedures may be directed to the –

Name :----------

Address :----------

Tel :----------

Or for technical information –

Name :----------

Address :----------

Tel :----------

SBD 4

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

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

Full Name	Identity Number	Name of State institution

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

2.2.1 If so, furnish particulars:

……
……

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

2.3.1 If so, furnish particulars:

……
……

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

3 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.

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

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

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

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

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

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1. GENERAL CONDITIONS

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

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

1.2 To be completed by the organ of state

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

a) The applicable preference point system for this tender is the 80/20 preference point system.

b) 80/20 preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

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

(a) Price; and

(b) Specific Goals.

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80 or 90
SPECIFIC GOALS	20 or 10
Total points for Price and SPECIFIC GOALS	**100**

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

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

2. DEFINITIONS

(a) **"tender"** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;

(b) **"price"** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;

(c) **"rand value"** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

(d) **"tender for income-generating contracts"** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and

(e) **"the Act"** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

80/20 **or** **90/10**

$$Ps = 80\left(1 - \frac{Pt - P\,min}{P\,min}\right) \quad \textbf{or} \quad Ps = 90\left(1 - \frac{Pt - P\,min}{P\,min}\right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

80/20 **or** **90/10**

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

(a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or

(b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system)	Number of points claimed (80/20 system) (To be completed by the tenderer)	Number of points allocated (90/10 system)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Means of verification
Black people ownership	5		2		Central Supplier Database
Women equity	3		2		Central Supplier Database
Youth equity	2		1		Central Supplier Database
Disability	2		1		Medical certificate or equivalent
Promotion of small businesses	3		2		Latest financial statement
Enterprises located within Limpopo	3		1		Proof of address in the name of the company
Military Veterans (MVA)	2		1		MVA Force Number
TOTAL	**20**		**10**		

5. DECLARATION WITH REGARD TO COMPANY/FIRM

5.1. Name of company/firm…….

5.2. Company registration number: ……...

5.3. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

i) The information furnished is true and correct;

ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;

iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;

iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –

(a) disqualify the person from the tendering process;

(b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;

(c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;

(d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and

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

……
SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME: …….
DATE: ……

ADDRESS: ……

……

LEDA
LIMPOPO ECONOMIC DEVELOPMENT AGENCY
AN AGENCY OF THE LIMPOPO PROVINCIAL GOVERNMENT REPUBLIC OF SOUTH AFRICA

ROOTED IN THE FUTURE

TERMS OF REFERENCE

FOR

APPOINTMENT OF A PANEL OF LEGAL SERVICES FOR A PERIOD OF 36 MONTHS

BID NUMBER : LEDA/LEGAL/2026/27-5

CLOSING DATE : 12 NOVEMBER 2026

CLOSING TIME : 11H00

VALIDITY PERIOD : 90 DAYS

1. INTRODUCTION AND BACKGROUND

The Limpopo Economic Development Agency (LEDA) is a Schedule 3D provincial government business enterprise comprising a group of companies, joint arrangements and associates. The LEDA Group operates across sectors that include housing finance, financial services, passenger transport, mining, agriculture, commercial property, Special Economic Zones (SEZs), insurance and SMME financing. LEDA is headquartered in Lebowakgomo, Limpopo Province.

LEDA's Legal Services Division provides legal support to LEDA and its subsidiaries, including legal advice, drafting and review of agreements, litigation and dispute management, corporate governance and regulatory advice. To supplement internal capacity and obtain specialist expertise when required, LEDA intends to appoint a panel of suitably qualified and experienced external legal services providers for a period of thirty-six (36) months.

2. PURPOSE OF THE BID

To establish a panel of legal services providers to render legal services to LEDA and its subsidiaries on an as-and-when-required basis within the categories identified in these Terms of Reference.

The panel is intended to supplement internal legal capacity, provide access to specialist expertise, support timely management of legal risks, and promote cost-effective procurement and value for money. Appointment to the panel does not guarantee any work, volume of assignments or expenditure.

3. OBJECTIVES

The objectives of establishing the panel are to:

3.1. Provide access to appropriately qualified legal practitioners with relevant experience.
3.2. Obtain specialist expertise or additional capacity where required.
3.3. Ensure assignments are undertaken by practitioners with suitable expertise and resources.
3.4. Improve responsiveness and turnaround times for external legal services.
3.5. Support consistent, cost-effective management of legal assignments and expenditure.
3.6. Allocate work with due regard to expertise, complexity, urgency, availability, performance and value for money.
3.7. Facilitate knowledge and skills transfer to LEDA's internal Legal Services Division where appropriate.

4. LEGAL AND REGULATORY FRAMEWORK

The appointed providers must comply with all legislation, regulations, professional rules, codes of conduct and LEDA policies applicable to the services and each assignment. These may include, where relevant:

- The Constitution of the Republic of South Africa, 1996.
- The Legal Practice Act 28 of 2014 and applicable Legal Practice Council rules and codes.
- The Public Finance Management Act 1 of 1999, Treasury Regulations and applicable instructions.
- The Preferential Procurement Policy Framework Act 5 of 2000 and applicable procurement regulations.

- The Promotion of Administrative Justice Act 3 of 2000 and the Promotion of Access to Information Act 2 of 2000.
- The Protection of Personal Information Act 4 of 2013.
- The Prevention and Combating of Corrupt Activities Act 12 of 2004.
- The Companies Act 71 of 2008 and applicable labour legislation.
- Applicable property, construction, mining, environmental, transport, insurance, information technology and other sector-specific legislation.

This list is not exhaustive. The provider remains responsible for identifying and complying with all legal and professional requirements relevant to an assignment.

5. CATEGORIES OF LEGAL SERVICES

Bidders must identify the category or categories for which they wish to be considered by ticking the applicable box or boxes in the category-selection table. Each selected category must be supported by relevant experience, appropriately qualified practitioners and the required supporting evidence. Evaluation of experience and technical capacity will be undertaken against each category selected.

No	Category	Select (✓)
1.	**Litigation, Dispute Resolution and Debt Recovery** Civil and commercial litigation; High Court and Magistrates' Court matters; appeals and reviews; arbitration, mediation and other dispute-resolution processes; debt collection and recovery; letters of demand, repayment arrangements, enforcement of judgments; and related litigation strategy and advice.	☐
2.	**Corporate, Commercial, Governance and Contract Law** Corporate and commercial advice; drafting, review and negotiation of contracts and commercial agreements; governance matters; subsidiaries, joint ventures and partnerships; Board and committee resolutions; shareholder and investment matters; commercial transactions and legal opinions.	☐
3.	**Property, Conveyancing, Town Planning and Construction Law** Conveyancing and transfer of immovable property; bonds and property instruments; acquisitions, disposals and leases; town planning and land-use matters; property development; construction and infrastructure contracts; claims, variations, delays, defects and related disputes; notarial services; and occupational health and safety legal matters related to projects.	☐
4.	**Labour and Employment Law** Employment advice; disciplinary and grievance matters; labour relations and collective bargaining; employment contracts, policies and procedures; representation before the CCMA, Labour Court, Labour Appeal Court and other relevant forums; and compliance with employment legislation.	☐

No	Category	Select (✓)
5.	**Public Law, Regulatory Compliance and Specialist Advisory Services** Administrative, constitutional and public law; legislative drafting and review; regulatory compliance; information technology, data protection, privacy, cyber law and communications; mining and environmental law; transportation, logistics and insurance law; international trade and cross-border commercial matters; and related specialist legal opinions, agreements, representation and advice.	☐

A bidder must not rely solely on the broad wording of a category; the proposal must demonstrate the specific experience, qualifications and resources relevant to the category selected.

The category descriptions indicate the anticipated scope and are not exhaustive. Assignments will be limited to services falling within the category for which the provider is appointed, and the specific written instruction issued by LEDA.

6. SCOPE OF LEGAL SERVICES

The appointed service providers will be required to provide legal services on an **as-and-when-required basis** within the category for which they are appointed. The scope may include, but is not limited to, the following:

6.1. Litigation, Dispute Resolution and Debt Recovery

- Provide legal opinions, litigation strategy and advice on disputes involving LEDA or its subsidiaries.
- Institute, defend and manage civil and commercial proceedings, including High Court and Magistrates' Court matters, appeals and reviews.
- Represent LEDA in arbitration, mediation and other alternative dispute-resolution processes.
- Recover debts, issue letters of demand, negotiate repayment arrangements, institute proceedings and enforce judgments.
- Prepare pleadings, affidavits, notices, applications, settlement agreements and other legal documents.
- Provide progress reports, risk assessments and recommendations on the management or settlement of matters.

6.2. Corporate, Commercial, Governance and Contract Law

- Provide corporate, commercial and transactional legal advice.
- Draft, review and negotiate contracts, commercial agreements, memoranda of understanding and related instruments.
- Advise on corporate governance, delegated authority, Board and committee matters, resolutions and governance instruments.
- Advise on subsidiaries, joint ventures, partnerships, shareholder arrangements and investment-related transactions.
- Conduct legal due diligence and identify legal, contractual and commercial risks.
- Provide written legal opinions on corporate and commercial matters.

6.3. Property, Conveyancing, Town Planning and Construction Law

- Provide conveyancing, transfer, registration and notarial services relating to immovable property.
- Advise on property acquisition, disposal, leases, title matters, bonds and property-related instruments.
- Assist with town planning, land-use applications, property development and related legal processes.
- Draft, review and negotiate construction, infrastructure, property and project-related agreements.
- Advise on construction claims, variations, delays, defects, contractual disputes and dispute resolution.
- Provide advice on applicable occupational health and safety requirements relevant to projects and facilities.

6.4. Labour and Employment Law

- Provide advice on employment law, labour relations, employment contracts, policies and procedures.
- Advise on and support disciplinary, grievance, incapacity and misconduct processes.
- Represent LEDA in labour disputes and proceedings, including before the CCMA, Labour Court and Labour Appeal Court.
- Advise on collective bargaining, employment-related disputes and statutory compliance.
- Prepare opinions, pleadings, settlement agreements and other labour-related documents.

6.5. Public Law, Regulatory Compliance and Specialist Advisory Services

- Provide administrative, constitutional and public law advice, including reviews and challenges to administrative decisions.
- Draft or review legislation, regulations, policies, by-laws and other legal or regulatory instruments where required.
- Advise on information technology, software and technology agreements, data protection, privacy, cyber law, cybersecurity and electronic communications.
- Advise on mining, mineral rights, environmental compliance, authorisations, disputes and related agreements.
- Advise on transport, logistics, fleet, insurance, liability, claims and related disputes or agreements.
- Provide advice on international trade and cross-border commercial matters where relevant to LEDA's operations.
- Provide specialist regulatory opinions, representation, drafting, negotiation and other legal support falling within the selected category.

7. GENERAL REQUIREMENTS FOR ASSIGNMENTS

Depending on the assignment, the provider may be required to:

- Provide written legal opinions, advice and legal research.
- Draft, review and negotiate contracts, agreements, policies and governance instruments.
- Conduct legal due diligence and assess legal, regulatory and commercial risks.
- Prepare pleadings, notices, applications, affidavits, settlement agreements and other documents.
- Represent LEDA in court, arbitration, mediation, labour forums or other proceedings.
- Attend consultations, meetings, negotiations and hearings.

- Provide urgent legal advice and meet specified turnaround times.
- Report on progress, costs, risks, key decisions and recommended next steps.
- Provide specialist support to LEDA subsidiaries where instructed.

The detailed deliverables, milestones, timeframes, reporting requirements and approved fees will be specified in the written assignment instruction or engagement letter or purchase order.

8. SKILLS TRANSFER

Where requested, the provider may be required to support skills transfer to LEDA's Legal Services Division through knowledge-sharing sessions, briefings, practical guidance, training on relevant legal developments and sharing of precedents or resources. No additional fee may be charged for skills-transfer activities.

9. MINIMUM ELIGIBILITY AND PROFESSIONAL REQUIREMENTS

The bidder must:

9.1. Be legally constituted and authorised to provide the proposed legal services.

9.2. Comply with the Legal Practice Act 28 of 2014 and all applicable professional requirements.

9.3. Provide evidence of admission, enrolment or other authority to practise, as applicable.

9.4. Provide valid Legal Practice Council registration and a Fidelity Fund Certificate where required by law.

9.5. Provide evidence of professional good standing.

9.6. Propose appropriately qualified legal practitioners with experience relevant to each selected category.

9.7. Maintain professional indemnity insurance where applicable.

9.8. Comply with applicable professional codes, ethical duties and statutory requirements.

9.9. Disclose any actual, potential or perceived conflict of interest.

LEDA reserves the right to verify information with relevant regulatory or professional bodies.

10. CONFLICT OF INTEREST AND INDEPENDENCE

10.1. The bidder must disclose any actual, potential or perceived conflict involving LEDA, its subsidiaries, directors, employees, officials or parties relevant to an assignment.

10.2. Before accepting each assignment, the panel member must conduct a conflict check and confirm in writing that it is able to act independently.

10.3. Any conflict arising during an assignment must be disclosed to LEDA immediately.

10.4. LEDA may decline to allocate or may reallocate an assignment where a conflict or other legitimate independence concern exists, subject to applicable legal and contractual requirements.

10.5. The panel member must maintain professional independence and comply with applicable ethical requirements.

11. CONTRACT PERIOD

11.1. The panel will operate for **thirty-six (36) months** from the effective date of appointment.

11.2. Appointment to the panel does not create an entitlement to work or expenditure.

11.3. Any continuation, extension or other modification of the arrangement shall be subject to applicable legislation, procurement requirements, LEDA policies and the approval of the appropriate authority.

12. EVALUATION PROCESS

LEDA has set minimum standards (Stages) that a bidder needs to meet in order to be evaluated and selected as a successful bidder. The minimum standards consist of the following:

Pre-qualification Criteria (Stage 1)	Technical Evaluation Criteria (Stage 2)	Price and Specific Goals (Stage 3)
Bidders must submit all documents as outlined in paragraph 12.1 below. Only bidders that comply with ALL these criteria will proceed to Stage 2.	Bidder(s) are required to achieve a minimum of 70 points out of 100 points to proceed to Stage 3 (Price and Specific goals)	Bidder(s) will be evaluated on price and Specific goals claimed points

12.1. **Stage 1: Pre-qualification Criteria**

Without limiting the generality of LEDA's other critical requirements for this Bid, bidder(s) must submit the documents listed in Table 2 below. All documents must be completed and signed by the duly authorized representative of the Prospective bidder(s). During this phase, Bidders' responses will be evaluated based on compliance with the listed administration and mandatory bid requirements. The bidder(s) proposal may be disqualified for non-submission of any of the documents:

Requirement	Mandatory	Consequences
SBD 1 - Invitation of Bid	YES	Must be fully completed and signed.
SBD 3.3 - Pricing schedule	YES	Must be fully completed and signed.
SBD 4 - Declaration of Interest	YES	Must be fully completed and signed. In case of JV, all parties must complete separate declaration forms. Non-completion will result in bidders being disqualified for false or incomplete declarations.
SBD 6.1 - Preference Point Claim Form	NO	Non-submission results in zero specific-goal points claimed
Central Supplier Database registration	YES	Bidders that are not registered on the Central Supplier Database (CSD) at the time of closing of the bid will be disqualified.
Bidders' consortium or joint venture agreement	YES	Agreement must comply with applicable laws and be signed by all parties. Non-submission will result in disqualification.
Fidelity Fund Certificate, where applicable	YES	Must be valid where required
Certificate/ letter of good standing	YES	Must be submitted

LEDA reserves the right to verify submitted information with the relevant regulatory authority.

Stage 2: Technical Evaluation Criteria = 100 points

Bidders must achieve a minimum of 70 out of 100 points to proceed to Stage 3. The technical evaluation shall be based on the following:

CRITERIA	SUB-CRITERIA	MEANS OF VERIFICATION	POINTS	MAXIMUM POINTS
Relevant Firm/Practice Experience	The service provider must demonstrate and provide comparative projects undertaken within the area of expertise and a brief summary of complex matters under the identified areas of specialization within the last five years. The project(s) must be related. The project details must cover the following: • Details of the work undertaken. • Duration of the project. • Contact details of the client	Five (5) or more Appointment letters and reference letters for assignments undertaken in the last five (5) years	40	**40**
		Four (4) Appointment letters and reference letters for assignments undertaken in the last five (5) years	30	
		Three (3) Appointment letters and reference letters for assignments undertaken in the last five (5) years	20	
		Two (2) Appointment letters and reference letters for assignments undertaken in the last five (5) years	10	
		One (1) Appointment letter and reference letter for assignment undertaken in the last five (5) years	5	
		No appointment and reference letters provided.	0	
LEAD ATTORNEY Qualifications & Experience	The service provider must attach admission certificate and evidence of years in practice.	Ten (10) years or more of experience as an admitted attorney	25	**25**
		Between nine and five (5) years of experience as an admitted attorney	15	
		Less than five to two (2) years of experience as an admitted attorney	5	
		No experience provided.	0	
SENIOR ASSOCIATE Qualifications & Experience	The service provider must attach an admission certificate and evidence of years in practice.	Between six (6) and 4 years of experience in practice	20	**20**
ASSOCIATE Qualifications & Experience	The service provider must attach an admission certificate and evidence of years in practice.	Between four (4) and two (2) years of experience in practice	10	**10**
CANDIDATE ATTORNEY Qualifications & Experience	The service provider must attach evidence of appointment and relevant practice experience.	Between two (2) and six (6) months of experience in practice	5	**5**
		No experience provided	0	**0**
TOTAL				**100**

12.2. **Price and Specific Goals Evaluation (80+20) or (90+10) = 100 points**

Only Bidders that have met the 70 points thresholds in **Phase 2** will be evaluated in **Phase 3 for Price and Specific goals** as follows:

In terms of regulation 6 of the Preferential Procurement Regulations, 2022, responsive bids will be adjudicated on the 80/20 or 90/10 Preference point system in terms of which points are awarded to bidders based on:

- The bid price (maximum 80 or 90 points)
- Specific goals (maximum 20 or 10 points)

Stage 1- Price Evaluation (80 or 90 Points)

Criteria	Points
Price Evaluation $Ps = 80\left(1 - \frac{Pt - P\min}{P\min}\right)$ **or** $\boldsymbol{Ps = 90\left(1 - \frac{Pt - P\,min}{P\,min}\right)}$	80 or 90

The following formula will be used to calculate the points for price:

Where

Ps =Points scored for comparative price of bid under consideration

Pt =Comparative price of bid under consideration

P min = Comparative price of lowest acceptable bid

Stage 2 – Specific Goals Evaluation (20 / 10 points)

a. Specific goals Points allocation

A maximum of 20 or 10 points may be allocated to a bidder for attaining their Specific goals per the table below:

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system)	Number of points allocated (90/10 system)	Means of verification
Black people ownership	5	2	Central Supplier Database
Women equity	3	2	Central Supplier Database
Youth equity	2	1	Central Supplier Database
Disability	2	1	Medical certificate or equivalent
Promotion of small businesses	3	2	Latest financial statement
Enterprises located within Limpopo	3	1	Proof of address in the name of the company
Military Veterans (MVA)	2	1	Force number
TOTAL	**20**	**10**	

Specific goals points may be allocated to bidders on the submission of the following documentation or evidence:

- A duly completed Preference Points Claim Form: Standard Bidding Document (SBD 6.1).

Stage 3 (80 + 20 = 100 points) or (90 + 10 = 100 points)

The Price and Specific goals points will be consolidated.

12.3. **Criteria for breaking deadlocks in scoring**

12.3.1. If two or more tenderers score an equal total number of points, the contract shall be awarded to the tenderer that scored the highest points for specific goals.

12.3.2. If two or more tenderers score equal total points in all respects, the award shall be decided by the drawing of lots.

12.3.3. If functionality is part of the evaluation process and two or more tenders score equal total points and equal points for specific goals, the contract shall be awarded to the tenderer who scored highest points for functionality.

13. PRICING STRUCTURE AND HOURLY RATES

13.1. **Submission of Pricing**

- Bidders are required to submit a detailed pricing schedule indicating hourly rates for each level of resource to be used in the engagement.
- The pricing should include the following roles:
    - Director / Partner (Lead Attorney)
    - Senior Attorney
    - Associate
    - Candidate Attorney

13.2. **Negotiation of Standard Rates**

- LEDA reserves the right to negotiate standard hourly rates with all bidders who are successfully appointed to the panel, in line with value-for-money principles and internal cost structures.
- These negotiated rates will form the basis of work allocation during the three-year panel period.
- Bidders who are unwilling to accept negotiated or benchmarked rates may be excluded from the panel.
- Rates will remain valid for the duration of the contract, subject to annual performance reviews and inflation adjustments, if applicable and agreed upon in writing.

14. PANEL SIZE LIMITATION

14.1. LEDA intends to appoint a maximum of five (5) service providers per category, subject to the number of responsive bids received and the outcome of the evaluation process.

14.2. Where fewer than five responsive bidders qualify in a category, LEDA may appoint fewer than five.

14.3. Meeting the minimum technical threshold does not automatically result in appointment to the panel.

14.4. Where more than five bidders qualify in a category, the five highest-scoring responsive bidders will be considered for appointment, subject to the applicable procurement processes and approval.

14.5. LEDA reserves the right not to appoint a bidder where there are sufficient grounds in terms of applicable legislation, policy or the conditions of tender.

15. BID VALIDITY PERIOD

The bid offers and proposals should be valid and open for acceptance by LEDA for a period of 90 days from the closing date of the bid.

16. PANEL UTILISATION AND WORK ALLOCATION

16.1. Legal services will be procured on an as-and-when-required basis. LEDA will allocate assignments with due regard to:

- the provider's relevant specialist expertise and category of appointment;
- the complexity, urgency and nature of the matter;
- availability, capacity and ability to meet the required timeframe;
- continuity and existing involvement in the matter;
- past performance, responsiveness and quality of work;
- conflict-of-interest and independence considerations;
- approved rates, cost-effectiveness and value for money; and
- other legitimate operational requirements.

16.2. LEDA may use rotation, request fee proposals or quotations from suitable panel members, or allocate directly where justified by expertise, urgency, continuity or another legitimate operational requirement. The basis for allocation must be transparent, fair and defensible and recorded as required by LEDA procedures.

17. ASSIGNMENT INSTRUCTIONS

Each assignment must be initiated through a formal written instruction or purchase order issued by an authorised LEDA official. The instruction may specify the background, scope, deliverables, timeframe, key personnel, reporting requirements, approved fee arrangement and any assignment-specific conditions. The provider must confirm acceptance in writing and, where required, conclude a separate engagement letter. Work outside the approved scope may not commence without prior written approval.

18. CONFIDENTIALITY AND INFORMATION SECURITY

The provider must maintain strict confidentiality over all information received or generated in connection with LEDA and its subsidiaries. Information may not be disclosed to a third party without prior written authorisation, except where disclosure is required by law or professional obligations. The provider must implement appropriate safeguards and promptly notify LEDA of any actual or suspected unauthorised access, disclosure, loss or compromise. These obligations continue after expiry or termination of the panel or assignment.

19. PROTECTION OF PERSONAL INFORMATION

Where the provider processes personal information on behalf of or in connection with LEDA, it must comply with the Protection of Personal Information Act (POPIA) and applicable LEDA privacy and information-security requirements. Personal information may be processed only for authorised purposes, access must be restricted to those who require it, and appropriate safeguards must be implemented. Any authorised third party must be bound by appropriate confidentiality and security obligations. Information must be returned, retained or securely disposed of in accordance with LEDA policies and applicable law.

20. OWNERSHIP OF WORK PRODUCT AND FILES

Subject to legal and professional obligations, the provider must make available to LEDA all opinions, reports, agreements, pleadings, research, correspondence and other work product prepared specifically for an assignment. The provider must maintain proper records of work performed and return LEDA documents and information on request or at the end of an assignment, subject to applicable retention obligations. LEDA information and work product may be used only for the authorised assignment.

21. TECHNICAL SPECIAL CONDITIONS

21.1. The bidder must have adequate resources to undertake the work under stringent timeframes.

21.2. The human capital in the proposal must be the ones allocated to the project or personnel with the similar expertise, experience and qualifications.

21.3. LEDA reserves the right to request bidder to replace any member/s of the proposed team if they do not meet the required performance standards.

21.4. The successful bidder must have adequate working tools.

21.5. All deliverables, working papers and related documents produced by the bidder belongs to LEDA and should be handed over to the LEDA as and when such documents are produced.

22. ADMINISTRATIVE SPECIAL CONDITIONS

22.1. LEDA reserves the right to appoint the bidder that proves to be fully capable and qualified to handle and execute the job.

22.2. Bids submitted must be in line with the detailed specification. Failure to bid accordingly will automatically disqualify the submitted bid.

22.3. LEDA reserves the right to cancel or withdraw this bid:

22.3.1. Due to changed circumstances, there is no longer a need for this services; or

22.3.2. Funds are no longer available to cover the total envisaged expenditure; or

22.3.3. No acceptable bids are received; or

22.3.4. Negotiating a fair market price has failed; or

22.3.5. There is a material irregularity in the tender process.

22.4. LEDA reserves the right to call interviews with short-listed bidders before final selection.

22.5. LEDA reserves the right to conduct supplier due diligence prior to final award or at any time during the contract period. This may include surprise site visits.

22.6. Bidders who are not registered on Treasury Central Supplier Database (CSD) must register before submission of bids.

22.7. Notwithstanding shortcomings and/or inconsistencies, if any, in this specification, which is only a minimum specification, a bidder shall make provision for a complete solution that will deliver the required service efficiently and cost-effectively.

22.8. Bid documents should be deposited in the tender box situated at 1 Main Road Lebowakgomo on or before **12 November 2026** at 11h00 which is the closing date for this bid.

22.9. This request for bid document contains confidential information about LEDA, which has been provided to supply potential bidders with the data necessary to provide a holistic response.

22.10. No part of the contents may be used, copied, disclosed or conveyed in whole or in part to any party, in any manner whatsoever without the prior written permission of LEDA.

22.11. Any reproduction or transmission of information contained in this document except for the sole purpose of responding to this bid is strictly prohibited.

22.12. References to LEDA must not be made in any literature, promotional material, and brochures or sales presentations without the express written consent of LEDA.

23. DECLARATION BY BIDDER

By submitting a bid ,the bidder confirms that:

a) it has read and understood the requirements of this specification;

b) the information submitted is true and correct;

c) it has the necessary professional capacity and resources to perform the services;

d) it will comply with applicable legislation and professional requirements;

e) it will disclose any actual, potential or perceived conflict of interest;

f) appointment to the panel does not guarantee any work;

g) assignments will be undertaken only upon receipt of an authorised instruction from LEDA; and

h) it will comply with the agreed terms and conditions of the SLA and individual assignments.

GOVERNMENT PROCUREMENT
GENERAL CONDITIONS OF CONTRACT
July 2010

NOTES

The purpose of this document is to:

(i) Draw special attention to certain general conditions applicable to government bids, contracts and orders; and

(ii) To ensure that clients be familiar with regard to the rights and obligations of all parties involved in doing business with government.

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

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

TABLE OF CLAUSES

1. Definitions
2. Application
3. General
4. Standards
5. Use of contract documents and information; inspection
6. Patent rights
7. Performance security
8. Inspections, tests and analysis
9. Packing
10. Delivery and documents
11. Insurance
12. Transportation
13. Incidental services
14. Spare parts
15. Warranty
16. Payment
17. Prices
18. Contract amendments
19. Assignment
20. Subcontracts
21. Delays in the supplier's performance
22. Penalties
23. Termination for default
24. Dumping and countervailing duties
25. Force Majeure
26. Termination for insolvency
27. Settlement of disputes
28. Limitation of liability
29. Governing language
30. Applicable law
31. Notices
32. Taxes and duties
33. National Industrial Participation Programme (NIPP)
34. Prohibition of restrictive practices

General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:

1.1. “Closing time” means the date and hour specified in the bidding documents for the receipt of bids.

1.2. “Contract” means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

1.3. “Contract price” means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.

1.4. “Corrupt practice” means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.

1.5. "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.

1.6. “Country of origin” means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.

1.7. “Day” means calendar day.

1.8. “Delivery” means delivery in compliance of the conditions of the contract or order.

1.9. “Delivery ex stock” means immediate delivery directly from stock actually on hand.

1.10. “Delivery into consignees store or to his site” means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.

1.11. "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.

1.12. “Force majeure” means an event beyond the control of the supplier and not involving the supplier’s fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

1.13. “Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.

1.14. “GCC” means the General Conditions of Contract.

1.15. “Goods” means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.

1.16. “Imported content” means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.

1.17. “Local content” means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.

1.18. “Manufacture” means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.

1.19. “Order” means an official written order issued for the supply of goods or works or the rendering of a service.

1.20. “Project site,” where applicable, means the place indicated in bidding documents.

1.21. “Purchaser” means the organization purchasing the goods.

1.22. “Republic” means the Republic of South Africa.

1.23. “SCC” means the Special Conditions of Contract.

1.24. “Services” means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.

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

2. Application

2.1. These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.

2.2. Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.

2.3. Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

3.1. Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.

3.2. With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za

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 except for purposes of performing the contract.

5.3 Any document, other than the contract itself mentioned in GCC clause shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.

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

6. Patent rights

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

7. Performance security

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

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

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

(a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
(b) a cashier's or certified cheque

7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

8. Inspections, tests and analyse

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 inspections 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 analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the 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. Packaging

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 fulfilment of other obligations stipulated in the contract.

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

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

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

24. Anti-dumping and countervailing duties and rights

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

25. Force Majeure

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

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

26. Termination for Insolvency

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

27. Settlement of Disputes

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

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

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

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

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

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

28. Limitation of liability

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

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

29. Governance 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.

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