



Transport Education Training Authority

Heart of Skills Innovation

INVITATION TO BID

SBD 1

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE TRANSPORT EDUCATION TRAINING AUTHORITY (TETA)

BID NUMBER: TETA17/CEO/0010/LEGAL

**CLOSING DATE: 14 DECEMBER 2017
CLOSING TIME: 11:00**

DESCRIPTION: REQUEST FOR PROPOSALS FROM LEGAL PRACTICE ENTITIES TO ESTABLISH A TETA PANEL OF LEGAL PRACTITIONERS FOR A PERIOD OF 24 MONTHS

VALIDITY PERIOD: NINETY (90) DAYS AFTER THE CLOSING DATE

THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD 7).

BID DOCUMENTS DEPOSITED IN THE BID BOX SITUATED AT *(STREET ADDRESS)*

TETA, 344 PRETORIA AVENUE, RANDBURG, 2194

Bidders should ensure that bids are delivered timeously to the correct address. If the bid is late, it will not be accepted for consideration.

The bid box is generally open 24 hours a day, 7 days a week.

ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS – (NOT TO BE RE-TYPED)

THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT

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THE FOLLOWING PARTICULARS MUST BE FURNISHED
(FAILURE TO DO SO MAY RESULT IN YOUR BID BEING DISQUALIFIED)

NAME OF BIDDER:

POSTAL ADDRESS:

STREET ADDRESS:

TELEPHONE NUMBER: CODE..... NUMBER:

CELLPHONE NUMBER:

FACSIMILE NUMBER: CODE: NUMBER:

E-MAIL ADDRESS:

VAT REGISTRATION NUMBER:

HAS AN ORIGINAL AND VALID TAX CLEARANCE CERTIFICATE BEEN SUBMITTED? (SBD 2) YES or NO

HAS A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE BEEN SUBMITTED? YES or NO

IF YES, WHO WAS THE CERTIFICATE ISSUED BY?:

AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT
(CCA).....☐

A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS);
.....☐ OR

A REGISTERED AUDITOR☐
[TICK APPLICABLE BOX]

(AN ORIGINAL OR A CERTIFIED COPY OF A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE)

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS / SERVICES / WORKS OFFERED?
YES or NO

[IF YES ENCLOSE PROOF]

SIGNATURE OF BIDDER:

DATE:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

.....

ANY ENQUIRIES REGARDING THE BIDDING PROCEDURE MAY BE DIRECTED TO:

Department: Supply Chain Management Unit

Contact Person: Ms Virginia Hlatshwayo

Tel: 011 – 577 7000

E-mail address: tenders@teta.org.za

ANY ENQUIRIES REGARDING TECHNICAL INFORMATION MAY BE DIRECTED TO:

Contact Person: Ms Virginia Hlatshwayo

E-mail address: tenders@teta.org.za



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SCHEDULE 1

INVITATION TO BID - SBD 1 (1-3) PLUS GENERAL INFORMATION BELOW

1 CONFIDENTIAL INFORMATION DISCLOSURE NOTICE

- 1.1 This document may contain confidential information that is the property of the TRANSPORT EDUCATION and TRAINING AUTHORITY (TETA).
- 1.2 No part of the contents may be used, copied, disclosed or conveyed in whole or in part to any party in any manner whatsoever other than for preparing a proposal in response to this Bid, without prior written permission from TETA.
- 1.3 All copyrights and Intellectual Property herein vests with TETA

2 INTRODUCTION

2.1 Purpose

- 2.1.1 The purpose of this Request for Bid (RFB) is an invitation to potential suppliers (hereinafter referred to as "Bidders") to submit Bids for the items/products/solutions or services as detailed under **Schedule 4: Specification or Terms of Reference**.

2.2 Objectives

- 2.2.1 The following objectives must be achieved with the implementation of the above required solution:

- The rendering of the required services as per the terms of reference.
- Compliance with all relevant legislations and regulations.
- Signing of the Service Level Agreement (SLA) and Contract with TETA.

- 2.2.2 Based on the Bids submitted and the outcome of the evaluation process according to the set evaluation criteria TETA intends to select a preferred bidder/s with the view of concluding a service level agreement (SLA) with such successful bidder. The Bid will be evaluated in terms of the **PPPFA 80/20** preferential points system.

2.3 Queries

- 2.3.1 Should it be necessary for a bidder to obtain clarity on any matter arising from or referred to in this RFB document, please refer queries, **in writing**, to the contact person(s) listed below. Under no circumstances may any other employee within TETA be approached for any information. Any such action might result in a disqualification of a response submitted in competition to the RFB. TETA reserves the right to place responses to such queries on the website.

Ms Virginia Hlatshwayo	Telephone	(011) 577 7000
	E-mail	tenders@teta.org.za

3 DEFINITIONS

- 3.1 Transport Education and Training Authority [hereinafter referred to as “TETA”] was in terms of the provisions of the Skills Development Act (Act No. 97 of 1998), established as a SETA in March 2000, together with other 24 SETA’s by the Minister of Labour. The establishment of TETA has enabled the long standing need for a mechanism that can provide skills in the transport industry.
- 3.2 TETA exists to ensure that the provisions of the Skills Development Act are implemented and complied with as contemplated by the Act, and to develop and improve skills in the transport sector under the auspices of the Department of Transport. TETA is required to promote facilitate, monitor and research education and training in the Transport Sector.
- 3.3 **“Acceptable Bid”** - means any bid, which, in all respects, complies with the specifications and conditions of the Request for Bid as set out in this document.
- 3.4 **“Act”** – means the Preferential Procurement Policy Framework Act (Act No. 5 of 2000).
- 3.5 **“Agent”** – means a person mandated by another person (“the principal”) to do business for and on behalf of or to represent in business transaction, the principal, and thereby acquire rights for the principal against an organ of state and incur obligations binding the principal in favour of an organ of state.
- 3.6 **“Bid”** - means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services or goods.
- 3.7 **“Bidders”** - means any enterprise, consortium or person, partnership, company, close corporation, firm or any other form of enterprise or person, legal or natural, which has been invited by TETA to submit a bid in response to this bid invitation.
- 3.8 **“Client”** - means internal and external customers that participate in TETA registration processes.
- 3.9 **“Comparative Price”** - means the price after deduction or addition of non-firm price factors, unconditional discounts, etc.
- 3.10 **“Consortium”** - means several entities joining forces as an umbrella entity to gain a strategic collaborative advantage by combining their expertise, capital, efforts, skills and knowledge for the purpose of executing this tender.
- 3.11 **“Disability”** - means, in respect of a person, a permanent impairment of a physical, intellectual, or sensory function, which results in restricted, or lack of, ability to perform an activity in the manner, or within the range, considered normal for a human being.
- 3.12 **“Firm Price”** - means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition or abolition of customs or excise duty and any other duty, levy or tax which, in terms of a law or regulation is binding on the contractor and demonstrably has influence on the price of any supplies or the rendering cost of any service, for the execution of a contract.
- 3.13 **“Goods”** – means any work, equipment, machinery, tools, materials or anything of whatever nature to be rendered to TETA or TETA’s delegate by the successful vendor in terms of this bid.
- 3.14 **“Historically Disadvantaged Individual” (HDI)** - means a South African citizen:
- 3.14.1 Who, due to the apartheid policy that had been in place, had no franchise in national elections prior to the introduction of the Constitution of the Republic of South Africa, 1983, (Act No. 110 of 1983) or the Constitution of the Republic of South Africa, 1993 (Act No. 200 of 1993) (the Interim Constitution); and/or;

- 3.14.2 who is a female; and/or
- 3.14.3 who has a disability;
- 3.15 *provided that a person who obtained South African citizenship on or after the coming to effect of the Interim Constitution is deemed not to be an HDI.*
- 3.16 **“Hosting Partners”** - means companies who entered into an agreement with TETA in the areas of application management; application hosting, application service provision, and marketplace hosting are incorporated in this category.
- 3.17 **“Internal Collaboration”** - means collaborative arrangements within a group of companies or within various strategic business units/subsidiaries/operating divisions in order to gain a strategic position whilst sharing resources, profits and losses as well as risks.
- 3.18 **“Joint Ownership”** - (also known as equity JVs) means the establishment by two parent companies of a child company for a specific task within which both parent companies invest in order to overcome the limited capabilities vested within them in order that they can both benefit from the combined investment.
- 3.19 **“Joint Venture” - (Project)** means two or more businesses joining together under a contractual agreement to conduct a specific business enterprise with both parties sharing profit and losses. The venture is for one specific project only, rather than for a continuing business relationship as in a strategic alliance. It is about sharing risk with others and providing one or more missing and needed assets and competencies.
- 3.20 **“Licences”** - means conditional use of another party’s intellectual property rights.
- 3.21 **“Management”** - in relation to an enterprise or business, means an activity inclusive of control, and performed on a daily basis, by any person who is a principal executive officer of the company, by whatever name that person may be designated, and whether or not that person is a director.
- 3.22 **“Non-firm Price(s)”** - means all price(s) other than “firm” price(s).
- 3.23 **“Organ of State”** - means a constitutional institution defined in the Public Finance Management Act, Act 1 of 1999.
- 3.24 **“Person(s)”** - refers to a natural and/or juristic person(s).
- 3.25 **“Rand Value”** - means the total estimated value of a contract in Rand denomination, which is calculated at the time of proposal invitations and includes all applicable taxes and excise duties.
- 3.26 **“Successful Vendor”** - means the organization or person with whom the order is placed or who is contracted to execute the work as detailed in the bid.
- 3.27 **“Prime Vendor”** – means any person (natural or juristic) who forwards an acceptable proposal in response to this RFB with the intention of being the main contractor should the proposal be awarded to him/her.
- 3.28 **“Vendor Agent”** - means any person mandated by a prime vendor or consortium/joint venture to do business for and on behalf of, or to represent in a business transaction, the prime vendor and thereby acquire rights for the prime vendor or consortium/joint venture against TETA or an organ of state and incur obligations binding the prime vendor or consortium/joint venture in favour of TETA or an organ of state.
- 3.29 **“SMME”** – bears the same meaning assigned to this expression in the National Small Business Act, 1996 (Act No. 102 of 1996).

- 3.30 **“Service Partners”** - means any successful vendor who is awarded the proposal or who entered into an agreement with TETA and/or its clients to offer consulting services in areas such as but not limited to, strategic e-business consulting, evaluation, implementation and continuous improvement or system integration.
- 3.31 **“Support Partners”** - means any successful vendor who entered into partnership agreement with TETA and/or its clients for the provision of support services to a specific solution.
- 3.32 **“Sub-Contracting”** - means the primary contractor’s assigning or leasing or making out work to, or employing another person to support such primary contractor in executing part of a project in terms of a contract.
- 3.33 **“Trust”** - means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person.
- 3.34 **“Trustee”** - means any person, including the founder of a trust, to whom property is bequeathed in order *for such property to be administered for the benefit of another person.*

4 GENERAL RULES AND INSTRUCTIONS

4.1 Confidentiality

- 4.1.1 The information contained in this document is of a confidential nature, and must only be used for purposes of responding to this RFB. This confidentiality clause extends to Bidder partners and/or implementation agents, whom the Bidder may decide to involve in preparing a response to this RFB.
- 4.1.2 For purposes of this process, the term “Confidential Information” shall include all technical and business information, including, without limiting the generality of the foregoing, all secret knowledge and information (including any and all financial, commercial, market, technical, functional and scientific information, and information relating to a party’s strategic objectives and planning and its past, present and future research and development), technical, functional and scientific requirements and specifications, data concerning business relationships, demonstrations, processes, machinery, know-how, architectural information, information contained in a party’s software and associated material and documentation, plans, designs and drawings and all material of whatever description, whether subject to or protected by copyright, patent or trademark, registered or un-registered, or otherwise disclosed or communicated before or after the date of this process.
- 4.1.3 The receiving party shall not, during the period of validity of this process, or at any time thereafter, use or disclose, directly or indirectly, the confidential information of TETA (even if received before the date of this process) to any person whether in the employment of the receiving party or not, who does not take part in the performance of this process.
- 4.1.4 The receiving party shall take all such steps as may be reasonably necessary to prevent TETA’s confidential information coming into the possession of unauthorised third parties. In protecting the receiving party’s confidential information, TETA shall use the same degree of care, which does not amount to less than a reasonable degree of care, to prevent the unauthorised use or disclosure of the confidential information as the receiving party uses to protect its own confidential information.
- 4.1.5 Any documentation, software or records relating to confidential information of TETA, which comes into the possession of the receiving party during the period of validity of this process or at any time thereafter or which has so come into its possession before the period of validity of this process:

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- 4.1.5.1 shall be deemed to form part of the confidential information of TETA;
- 4.1.5.2 shall be deemed to be the property of TETA;
- 4.1.5.3 shall not be copied, reproduced, published or circulated by the receiving party unless and to the extent that such copying is necessary for the performance of this process and all other processes as contemplated in; and
- 4.1.5.4 shall be surrendered to TETA on demand, and in any event on the termination of the investigations and negotiations, and the receiving party shall not retain any extracts.

4.2 Preferential Procurement Reform

- 4.2.1 TETA supports Black Economic Empowerment as an essential ingredient of its business. In accordance with government policy, TETA insists that the private sector demonstrates its commitment and track record to Black Economic Empowerment in the areas of ownership (shareholding), skills transfer, employment equity and procurement practices (SMME Development) etc.
- 4.2.2 TETA will apply the principles of the Preferential Procurement Policy Framework Act, (Act No. 5 of 2000) to this proposal.
- 4.2.3 Vendors shall submit the "Broad-Based Black Economic Empowerment Status Level Certificates" as part of this proposal. In the case of a consortium and sub-contractors, the preference certificate must be completed for each legal entity.

4.3 Language

- 4.3.1 Bids shall be submitted in **English**.

4.4 Gender

- 4.4.1 Any word implying any gender shall be interpreted to imply all other genders.

4.5 Formal contract

- 4.5.1 This RFB, all the appended documentation and the proposal in response thereto read together, forms the basis for a formal contract to be negotiated and finalised between TETA and the enterprise(s) to whom TETA awards the bid in whole or in part.
- 4.5.2 A mere offer and acceptance shall not constitute a formal contract of any nature for any purpose between TETA and any vendor.

4.6 Instructions for the submissions of a proposal

- 4.6.1 **ONE (1)** original and **THREE (3)** copies of the Bid shall be submitted on the date of closure of the Bid.
- 4.6.2 The original copy **MUST BE SIGNED IN INK** by an authorised employee, agent or representative of the bidder.
- 4.6.3 Bidders shall submit proposal responses in accordance with the prescribed manner of submissions as specified above.
- 4.6.4 Bids must be submitted in a prescribed response format herewith reflected as Response Format, and be sealed in an envelope.

- 4.6.5 Bids must be deposited into the tender box at reception on or before **14 DECEMBER 2017** not later than 11h00.
- 4.6.6 All Bids in this regard shall only be accepted if they have been placed in the bid box before or on the closing date and stipulated time.
- 4.6.7 Bids received after the time stipulated will not be considered.
- 4.6.8 Bid responses sent by post or courier must reach this office at least 36 hours before the closing date to be deposited into the proposal box. Failure to comply with **par. 4.6.6** will result in your proposal being treated as a “late proposal” and will not be entertained. Such proposal will be returned to the respective vendors.
- 4.6.9 No proposal shall be accepted by TETA if submitted in any manner other than as prescribed above.

5 **RESPONSE FORMAT (VERY IMPORTANT)**

- 5.1 Vendors shall submit response in accordance with the response format specified below. Failure to do so will result in rejecting the vendor’s response. No referrals may be made to comment. Failure to comply will result in the vendor being penalised.
- 5.2 **Schedule Index:**
 - 5.2.1 **Schedule 1:** Invitation to Bid – SDB 1 (pages 1-3) plus General information: Pages 4 – 15 of this RFB document
 - 5.2.2 **Schedule 2** : Important conditions
 - 5.2.3 **Schedule 3** : Bidding Commitment
 - 5.2.4 **Schedule 4** : Terms of Reference
 - 5.2.5 **Schedule 5** : General Conditions of Contract (GCC)
 - 5.2.6 **Schedule 6** : Non-Collusion Form
 - 5.2.7 **Schedule 7** : Company Profile
 - 5.2.8 **Schedule 8** : Qualification Certificates of Legal Practitioners
 - 5.2.9 **Schedule 9** : CVs / Profiles of Legal practitioners
 - 5.2.10 **Schedule 10** : Reference Letters of Legal Practitioners
 - 5.2.11 **Schedule 11** : Tax Clearance Certificate
 - 5.2.12 **Schedule 12** : Declaration of Interest (SBD4)
 - 5.2.13 **Schedule 13** : Declaration of the Bidder’s past SCM practices (SBD8)
 - 5.2.14 **Schedule 14** : Certificate of Independent Bid Determination (SBD9)
 - 5.2.15 **Schedule 15** : Rates Schedule

6 BID PREPARATION

- 6.1 All additions to the bid proposal documents, i.e. annexes, supporting documentation, pamphlets, photographs, technical specifications covering equipment and/or services to be offered, shall be neatly bound as part of the schedule concerned.
- 6.2 All responses with questions posed on this bid documents shall be answered in accordance with the Response Format of this RFB.

7 GENERAL CONDITIONS OF CONTRACT/BID

Bidders shall provide full and accurate answers to all including mandatory questions posed in this document, and, are required to explicitly state either "Comply/Accept (with a ✓)" or "Do not comply/Do not accept (with an X)" regarding compliance to the requirements. Where necessary, the bidder shall substantiate their response to a specific question.

7.1

The laws of the Republic of South Africa shall govern this RFB and the bidders hereby accept that the courts of the Republic of South Africa shall have the jurisdiction.	Accept	Do not accept

7.2

TETA will not be liable for any costs incurred by the bidder in the preparation of response to this RFB. The preparation of response will be made without obligation to acquire any of the items included in any bidder's proposal or to select any proposal, or to discuss the reasons why such vendor's or any other proposal was accepted or rejected.	Accept	Do not accept

7.3

TETA may request written clarification or further information regarding any aspect of this proposal. The bidders must supply the requested information in writing within twenty four (24) hours after the request has been made, otherwise the proposal may be disqualified.	Accept	Do not accept

7.4

In the case of Consortium, Joint Venture or Sub-contractors, bidders are required to provide copies of signed agreements stipulating the work split and Rand value.	Accept	Do not accept

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7.5

TETA reserves the right to cancel or reject any proposal and not to award the proposal to the lowest bidder or award parts of the proposal to different bidders, or not to award the proposal at all.	Accept	Do not accept

7.6

Where applicable, bidders who are distributors, resellers and installers of network equipment are required to submit back-to-back agreements and service level agreements with their principals.	Accept	Do not accept

7.7

By submitting a proposal in response to this RFB, the bidders accept the evaluation criteria as it stands.	Accept	Do not accept

7.8

Where applicable, TETA reserves the right to run benchmarks on equipment/property during the evaluation and after the evaluation.	Accept	Do not accept

7.9

TETA reserves the right to conduct a pre-award survey during the source selection process to evaluate contractors' capabilities to meet the requirements specified in the RFB and supporting documents.	Accept	Do not accept

7.10

Only the solution commercially available at the proposal closing date will be considered. No Bids for future solutions will be accepted.	Accept	Do not accept

7.11

The bidder should not qualify the proposal with own conditions. Caution: If the bidder does not specifically withdraw its own conditions of proposal when called upon to do so, the proposal response will be declared invalid.	Accept	Do not accept

7.12

Should the bidder withdraw the proposal before the proposal validity period expires, TETA reserves the right to recover any additional expense incurred by TETA having to accept any less favourable proposal or the additional expenditure incurred by TETA in the preparation of a new RFB and by the subsequent acceptance of any less favourable proposal.	Accept	Do not accept

7.13

Delivery of and acceptance of correspondence between TETA and the bidder sent by prepaid registered post (by air mail if appropriate) in a correctly addressed envelope to either party's postal address or address for service of legal documents will be deemed to have been received and accepted after (2) two days from the date of postage to the South African Post Office Ltd.	Accept	Do not accept

7.14

Should the parties at any time before and or after the award of the proposal and prior to, and or after conclusion of the contract fail to agree on any significant product price or service price adjustments, change in technical specification, change in services, etc. TETA shall be entitled within 14 (fourteen) days of such failure to agree, to recall the letter of award and cancel the proposal by giving the bidder not less than 90 (ninety) days written notice of such cancellation, in which event all fees on which the parties failed to agree increases or decreases shall, for the duration of such notice period, remain fixed on those fee/price applicable prior to the negotiations. Such cancellation shall mean that TETA reserves the right to award the same proposal to next best bidders as it deems fit.	Accept	Do not accept

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7.15

In the case of a consortium or JV each of the authorised enterprise's members and/or partners of the different enterprises must co-sign this document.	Accept	Do not accept

7.16

Any amendment or change of any nature made to this RFB shall only be of force and effect if it is in writing, signed by TETA signatory and added to this RFB as an addendum.	Accept	Do not accept

7.17

Failure or neglect by either party to (at any time) enforce any of the provisions of this proposal shall not, in any manner, be construed to be a waiver of any of that party's right in that regard and in terms of this proposal. Such failure or neglect shall not, in any manner, affect the continued, unaltered validity of this proposal, or prejudice the right of that party to institute subsequent action.	Accept	Do not accept

7.18

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Bidders who make use of sub-contractors. The proposal will however be awarded to the Vendor as a primary contractor who will be responsible for the management of the awarded proposal. No separate contract will be entered into between TETA and any such Sub-contractors. Copies of the signed agreements between the relevant parties must be attached to the proposal responses.	Accept	Do not accept

7.19

All services supplied in accordance with this proposal must be certified to all legal requirements as per the South African law.	Accept	Do not accept

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7.20

No interest shall be payable on accounts due to the successful vendor in an event of a dispute arising on any stipulation in the contract.	Accept	Do not accept

7.21

<p>Evaluation of Bids will be performed by an evaluation panel established by TETA.</p> <p>Bids will be evaluated on the basis of conformance to the required specifications as outlined in the TENDER. Points will be allocated to each bidder, on the basis that the maximum number of points that may be scored for functionality (may be between 50 and 100) and points for price is 80, as per PPPFA Regulations, 2017, and the maximum number of preference points that may be claimed for BEE (as per PPPFA, 2017) is 20.</p>	Accept	Do not accept

7.22

TETA will not be held liable for any expenses incurred by vendors, in preparing and submitting the proposal.	Accept	Do not accept

7.23

If the successful bidder disregards contractual specifications, this action may result in the termination of the contract.	Accept	Do not accept

7.24

The bidders' response to this BID, or parts of the response, will be included as a whole or by reference in the final contract.	Accept	Do not accept

7.25

Should the evaluation of this bid not be completed within the validity period of the bid, TETA has discretion to extend the validity period.	Accept	Do not accept

7.26

Upon receipt of the request to extend the validity period of the bid, the bidder must respond within the required time frames and in writing on whether or not he agrees to hold his original bid response valid under the same terms and conditions for a further period.	Accept	Do not accept



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SCHEDULE 2

IMPORTANT CONDITIONS

1. The bid forms are drawn up so that certain essential information is to be furnished in a specific manner. Any additional particulars shall be furnished on the enclosed questionnaire or in a separate annexure.
2. The bid forms should not be retyped or redrafted. Offers made in any other manner may be disregarded.
3. Should bid forms not be filled in by means of mechanical devices, for example typewriters, **ink, preferably black, must be used to fill in bid forms.**
4. Bidders shall check the numbers of the pages and satisfy themselves that none are missing or duplicated. No liability shall be accepted in regard to claims arising from the fact that pages are missing or duplicated.
5. In terms of the General Conditions of Contract and Order, firm bid prices and delivery periods are preferred. Consequently bidders shall clearly state whether or not prices will remain firm for the duration of the contract.
6. If non-firm prices are bided, the General Conditions of Contract and Order shall apply.
7. The bid prices shall be given in the units shown on the cost breakdown in the Pricing Schedule.
8. All prices shall be quoted in South African Currency and VAT inclusive.
9. Unless specifically provided for in the bid document, no bids transmitted by telegram, telex, facsimile, e-mail or similar apparatus shall be considered.
10. If a Consortium or Joint Venture or Sub-contractor, a valid and **Original Tax Clearance Certificate or SARS PIN** must be submitted for each member.
11. Entities bidding as a consortium or joint venture must clearly indicate percentage participation that each entity is contributing to this bid. A signed Joint Venture Agreement must accompany the submission.
12. Please note that if you have submitted an original valid tax clearance certificate before at TETA for any bid, it is not necessary for you to submit another tax clearance certificate whilst we are in possession of your valid and original tax clearance certificate. It is the duty of the bidder to make sure that each and every time they submit a bid response that the tax clearance certificate they submitted before is still valid on the closing date of the subsequent submission of a response for a particular RFB.
13. TETA reserve the right not to appoint any bidder for this bid.
14. The service providers must address each of the requirements as stated in the KEY DELIVERABLES and must be able to provide the stated outputs.
15. TETA will not be liable for any cost incurred in the preparation of the service providers' proposal.
16. All information provided by TETA is strictly confidential.
17. Service providers are not allowed to discuss or make any information available to any members of the public, press, other bidders or any other unauthorized person(s) except as authorized by CEO of TETA or her delegate.
18. Any false declaration of information will result in the exclusion of the appointment as service providers for TETA.
19. TETA reserves the right to discontinue the work at any given time in consultation with the service provider.

THIS BID IS SUBJECT TO THE GENERAL CONDITIONS OF THE CONTRACT AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT. (REFER TO SCHEDULE 12)

THE FOLLOWING PARTICULARS MUST BE FURNISHED
(FAILURE TO DO SO MAY RESULT IN YOUR BID/PROPOSAL BEING DISQUALIFIED)

COMPANY NAME

POSTAL ADDRESS

STREET ADDRESS

TELEPHONE ()NUMBER.....

CELLPHONE NUMBER

FACSIMILE ()NUMBER.....

Request for Bid

VAT REGISTRATION NUMBER

HAS A TAX CLEARANCE CERTIFICATE BEEN SUBMITTED (SBD 2)?

YES/NO

PROOF OF SHAREHOLDINGS IN THE COMPANY CIPC DOCUMENTS (CoR 39.)

YES/NO

..... (IF YES ENCLOSE PROOF)



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SCHEDULE 3

BIDDING COMMITMENT

1. I / We hereby bid to supply all or any of the supplies and/or to render all or any of the services described in the attached documents to the Government of the Republic of South Africa on the terms and conditions and in accordance with the specifications stipulated in the bid documents (and which shall be taken as part of, and incorporated into, this bid) at the prices and on the terms regarding time for delivery and/or execution inserted therein.

2. I / We agree that –

(a) the offer herein shall remain binding upon me/us and open for acceptance by the Department during the validity period indicated and calculated from the closing time of the bid;

(b) this bid and its acceptance shall be subject to the terms and conditions contained in the General Conditions of Bid, Contract and Order with which I am/we are fully acquainted;

(c) the state may, without prejudice to its other rights, agree to the withdrawal of my/our bid, or cancel the contract that may have been entered into between me/us and the state if:

(i) I / we withdraw my/our bid within the period for which I/we have agreed that the bid shall remain open for acceptance

(j) fail to fulfil the contract when called upon to do so;

(d) Should additional expenses occur by reason of my / our default, the state shall also have the right to recover such additional expenditure by set-off against moneys which may be due to me/us under this or any other bid or contract or against any guarantee or deposit that may have been furnished by me/us or on my/our behalf for the due fulfilment of this or any other contract;

(e) If my / our bid is accepted the acceptance may be communicated to me/us by registered post and the **SA Post Office Ltd** shall be regarded as my / our agent, and delivery of such acceptance to **SA Post Office Ltd** shall be treated as delivery to me/us; and

(f) The law of the Republic of South Africa shall govern the contract created by the acceptance of my/our bid and that I/we choose a physical (street) address in the Republic (full address of this place)

.....

.....

3. I / We furthermore confirm that

- I / we have satisfied myself/ourselves as to the correctness and validity of my/our bid;
- that the price(s) and rate(s) quoted cover all the work/item(s) specified in the bid documents;
- that the price(s) and rate(s) cover all my/our obligations under a resulting contract and
- that I/we accept that any mistakes regarding price(s) and calculations will be at my/our risk

4. I / We hereby accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me/us under the agreement as the Principal(s) liable for the due fulfilment of this contract.
5. I / We agree that any action arising from this contract may in all respects be instituted against me/us and I/we hereby undertake to satisfy fully any sentence or judgement which may be pronounced against me/us as a result of such action.
6. I / We declare that I/we have not been involved in negotiations with any person or company for the purpose of influencing the bid price(s) of the supplies/services described in the attached documents.
7. Are you duly authorised to sign the bid? *YES / NO
8. Has the Declaration of Interest been Completed and included with the other bid forms? *YES / NO

* Delete whichever is not applicable

Note: Failure on the part of a bidder to sign this form (BID COMMITMENT) and thus to acknowledge and accept the conditions in writing or to complete the attached forms, questionnaires and specifications in all respects, may invalidate the bid.

SIGNATURE(S) OF BIDDER OR ASSIGNEE(S)

.....DATE.....

Please complete the following in block letters

Capacity and particulars of the authority under which this bid is signed:

Name of Bidder

Postal Address

Telephone numbers (Toll free if Applicable)

Facsimile number (s) / Fax number

Bid number

Name of contact person

SCHEDULE 4

TERMS OF REFERENCE

1. BACKGROUND

The Transport Education and Training Authority (TETA) was established in terms of the Skills Development Act, of 1998. The primary functions of TETA are inter alia to: implement its Sector Skills Plan through development and promotion of learning programmes.

TETA is committed to facilitating and ensuring that through the National Skills Development Strategy 2011-2016 (NSDS 111), South Africa will have a pool of highly skilled, competitive and competent people trained in the various facets of the transport sector (Rail, Aerospace, Maritime, Road Freight, Road Passenger, Taxi, Freight Handling and Forwarding & Clearing) to address the country's skills shortage and demand for scarce and critical skills.

2. PURPOSE

TETA wishes to invite proposals from legal practice entities for the establishment of a panel of legal practitioners to assist TETA with legal matters until 31 March 2020.

In preparing a proposal, it is emphasised that a profile of legal practice entity together with the demonstrated expertise in the particular fields of law be submitted.

3. SCOPE OF WORK

The legal practice entities will be required to render services to TETA on a range of legal issues pertaining to, inter alia the following fields of law:

3.1.1 Performance and other guarantees

3.1.2 Constitutional law

3.1.3 Information technology law

3.1.4 Commercial leases, service level agreements, general contracts, employment contracts, procurement contracts, multilateral agreements, confidentiality agreements, etc.

3.1.5 Corporate law

3.1.6 Labour Law

3.1.7 Corporate governance

3.1.8 Legal opinion on complex legal matters

3.1.9 Collection matters

3.1.10 Any other specialist field that the firm of legal

practitioners has expertise in and that is relevant to the working environment of TETA

4. SERVICE PROVIDER REQUIREMENTS

4.1 The provider must have the following in order to be considered:

- 4.1.1 Comprehensive CV/Profile and qualifications of the resources to be committed to the project
- 4.1.2 Each proposal must include the specialist fields of law of the firm, if a firm of legal practitioners has expertise in more than one field of law, all relevant fields must be indicated in the proposal together with the demonstrated experience in the specified areas of law.
- 4.1.3 The hourly rate of each legal practitioner must be included in the proposal, this rate is subject to the preferred professional service rates quoted under 6.1 hereunder.

5. SPECIAL CONDITIONS OF CONTRACT (SCC)

- 5.1 A contract will be signed with each legal practice entity appointed to the panel
- 5.2 The appointees will be required to sign confidentiality and indemnity agreements with TETA
- 5.3 The cost of every assignment will be negotiated with the relevant tendering panel member and a letter of appointment will be issued for each assignment
- 5.4 TETA will assign projects on a Request for Quotation (RFQ) basis per legal matter from the respective panel depending on the area of specialisation as submitted in the proposal
- 5.5 Panel members are not guaranteed any work under this tender proposal
- 5.6 TETA reserves the right to interview panel members for specific assignments.
- 5.7 TETA may, at its sole discretion award an assignment or any part thereof to more than one panel member.
- 5.8 TETA may at its own discretion vary an instruction to include more work during the completion of an assignment as awarded
- 5.9 The legal practice entities may not cede or assign any of part of its agreement with TETA or subcontract any part of the work assigned to them without the prior written authorization of TETA
- 5.10 The period for this appointment of the panel of legal practitioners will be 24 months.
- 5.11 Prices quoted for assignments must include VAT and disbursements.

6. PROFESSIONAL FEES

6.1 The Preferred Fee Structure must be set out as below and will also be subject to negotiations:

SERVICES	TARRIFS
----------	---------

Hourly Rates

1.1 Magistrate court (per hour)	
1.2 High Court	
1.3 Arbitration	
1.4 Opinions/ legal advice (per hour)	
2. Correspondence/letters	
3. Other (Specify)	

DISBURSEMENTS

3.1 Travelling (per Km) Indicate Distance from your Offices to the Client and back to your offices	
3.2 Copies (per page)	
3.3 Telephone calls	

7. INTELLECTUAL PROPERTY RIGHTS

- 7.1 All copyrights and intellectual property that may result as consequences of the work to be performed will become the property of TETA.
- 7.2 Legal practice entities must hand over all documents and information in any format, including copies thereof, that it received from TETA or that it had access to during the assignment immediately after completion of the assignment to TETA.
- 7.3 Legal practice entities practitioners shall deliver to TETA on completion of an assignment, any security devices, password, or protective mechanisms to the soft versions of documents that were written and TETA will have the right to amend and change these without obligation whatsoever to the legal practice entities upon completion of the assignment.

8. EVALUATION CRITERIA

This bid will be evaluated in two (2) stages as follows:

- **Stage 1** - Pre-Compliance (Administrative Compliance) Evaluation
- **Stage 2** – Functionality Evaluation

8.1 PRE-COMPLIANCE EVALUATION (STAGE 1)

After the bid has closed, Supply Chain Management Unit will conduct administrative compliance of bid submissions based on the following mandatory and non-mandatory requirements:

8.1.1 Mandatory Requirements

Bidders who fail to meet the following mandatory requirements will be disqualified at Pre-Compliance Phase:

Criterion	Requirement
Invitation to bid (SBD 1)	<ul style="list-style-type: none"> The form must be completed and signed in black ink
No of copies of bid submission	<ul style="list-style-type: none"> Only one (1) original copy must be submitted, signed by an authorised representative (s)
Tax Clearance Certificate	<ul style="list-style-type: none"> The bidder must submit a valid and original Tax Clearance Certificate or a SARS Pin with expiry date to assist with verification of Tax Affairs
Declaration of Interest (SBD 4)	<ul style="list-style-type: none"> The bidder must fully complete and sign the Declaration of interest form in black ink
Declaration of the bidder's past SCM practices (SBD 8)	<ul style="list-style-type: none"> The bidder must fully complete and sign the SBD 8 form in black ink
Certificate of Independent Bid Determination (SBD 9)	<ul style="list-style-type: none"> The bidder must complete and sign the SBD 9 form in black ink
CVs / Profiles of consultants	<ul style="list-style-type: none"> Please attach CVs or Profiles of legal practitioners to the panel.
Qualifications	<ul style="list-style-type: none"> Provide certified copies of legal practitioners to the panel (not older than three months certification)
Experience of legal practitioners	<ul style="list-style-type: none"> Not less than 5 years' experience in a related field
Reference Letters	<ul style="list-style-type: none"> A minimum of two (2) Reference Letters will be accepted from clients where a similar assignments were conducted. <p>NB. The Reference Letter must at least be in the Letterhead of the client where similar assignments were conducted and should state the type of legal matters handled</p>
General Conditions of Contract/Bid	<ul style="list-style-type: none"> The bidder must accept General Conditions of Contract / Bid and provide full and accurate answers posed in this section
Central Supplier Database <u>Registration</u>	<ul style="list-style-type: none"> The bidder must be registered as a supplier with Treasury on www.csd.gov.za. (Please attach proof)

8.1.2 Non Mandatory Requirements

As part of the administrative compliance evaluation the bidder must also furnish the following non- mandatory requirements:

Criterion	Requirement
No of copies of submission	<ul style="list-style-type: none"> Over and above the original submission copy, the bidder is required to submit three (3) more submission copies
Joint Venture Agreement	<ul style="list-style-type: none"> In a case of a JV, a JV Agreement must be submitted
Banking Details	<ul style="list-style-type: none"> Signed and bank stamped banking details
Company Profile including HDI status	<ul style="list-style-type: none"> The bidder must provide company background information materials / Company Profile
CIPC Documents	<ul style="list-style-type: none"> The bidder must provide certified copies of Company / Close corporation registration certificates issued by CIPC
Letter of Authority of Signatory	<ul style="list-style-type: none"> The bidder must provide a Letter of Authority of Signatory to sign the bid submission, signed and in the company's Letter Head

NB: All bidders who pass the Pre-Compliance Evaluation will be further evaluated on Functionality.

8.2 FUNCTIONALITY EVALUATION (STAGE2)

The following values with their meanings will be applied for evaluation purposes:

Values: 1 = Poor 2 = Average 3 = Good 4 = Very Good 5 = Excellent

The scores will be allocated according to the following **EVALUATION MATRIX** for assessment of bids:

NB: Individual legal practitioners will be evaluated and not legal practice entities

No.	Functionality	Weighting
1	Experience of the legal practitioner: Must have at least 5 years practical experience in the related field <ul style="list-style-type: none"> - 7 and more years' experience – Excellent (5) - 6 years but less than 7 years experience – Very Good (4) - 5 years but less than 6 years experience – Good (3) <p>NB. The CV of a legal practitioner must state years of experience</p>	40
2	Qualifications of Practitioners: Legal Practitioners must have a minimum of LLB/Honours qualification. Attach detailed CV's / Profile in the proposal: <ul style="list-style-type: none"> - Phd Qualification - Excellent (5) - Masters Degree Qualification - Very Good (4) - LLB/Honours - Good (3) 	30
3	Reference Letters: Practitioners must furnish at least three (3) Reference Letters from clients where similar assignments were conducted in the past. <ul style="list-style-type: none"> - More than 3 reference letters – Excellent (5) - 3 reference letters – Very Good (4) - 2 reference letters – Good (3) <p>NB. The Reference Letter must at least be in the Letterhead of the client where similar assignments were conducted and should state the type of legal matters handled</p>	30
	TOTAL	100

NB: Bidders that score less than 70 points out of 100 points on functionality will be

eliminated for further evaluation on points for Price and B-BBEE status Level.

9. PRICES AND AWARDS OF ASSIGNMENTS

The rates under paragraph 6.1 will apply and any adjustments will have to be based on the legislated rates.

10.DURATION

The duration of the project is until 31 March 2020 with the envisaged commencement date of 1 February 2018.

NB: Accommodation and air travel will be arranged by TETA.



Transport Education Training Authority

Heart of Skills Innovation

SCHEDULE 5

GENERAL CONDITIONS OF CONTRACT (GCC)

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

Training Education Training Authority

Heart of Skills Innovation

GENERAL CONDITIONS OF CONTRACT

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 markets its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
 - 1.12 "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:
 - 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 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 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. 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 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. Contract amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

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

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

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

21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.

21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to

return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties

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

23. Termination for default

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

- a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
- b) if the Supplier fails to perform any other obligation(s) under the contract; or
- c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.

23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.

23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.

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

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

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

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. 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.

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.

SCHEDULE 6

NON-COLLUSION FORM

I, the undersigned

In my capacity as

_____ (insert Sole Owner, Partner, President, Secretary or other title)

of _____ (insert name of the tenderer).

acknowledge that on behalf of the above mentioned tenderer, I submit to TETA, a tender and that all statements of fact in such tender are both true and correct.

I further state that:

Such tender is not made in the interest of or on behalf of any undisclosed Person, Partnership, Company, Association, Organisation or Corporation.

Such tender is genuine and not collusive or a sham.

I have not directly or indirectly by agreement, communication or reference with anyone, attempted to induce action prejudicial to the interest of the TETA, or any other tenderer or anyone interested in the proposed contract.

Prior to the opening and reading out of prices,

- a. I did not, directly or indirectly, induce or solicit anyone else to submit a false or sham tender
- b. I did not, directly or indirectly, collude, conspire, connive or agree with anyone else that the said tenderer or anyone else would submit a false or sham tender, or that anyone should refrain from tendering or should withdraw his tender
- c. I did not, in any manner, directly or indirectly, seek by agreement, communication, or conference with anyone to raise or fix my tender price or for anyone else to raise or fix any overhead, profit or cost element of his tendered price.
- d. I did not directly or indirectly, submit this tender price or any breakdown thereof, or the contents thereof, or divulge information or data relative thereto, to any Corporation, Partnership, Company, Association, Organisation, Tender Depository, or to any member or agent thereof, or to any individual or group of individuals, except to the Parent Company holding a controlling interest (above 50%) in my business.

Dated at _____ on this the _____ day of _____ 20__

Signature of tenderer

SCHEDULE 7

COMPANY PROFILE

The bidder's company profile must include but not limited to:

Bidder background information materials:

- **Bidder Operating Organisation** – Provide an overview of the operating structure and geographical locations of the firm at the national, regional, and local levels.
- **Company Contact(s)** – Provide the name, title, street address, city, state, telephone and fax numbers and e-mail of the primary company's contact person.



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SCHEDULE 8

QUALIFICATIONS OF LEGAL PRACTITIONERS

Provide certified copies of legal practitioners to the panel (not older than three months certification)



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SCHEDULE 9

CVs or PROFILES OF LEGAL PRACTITIONERS



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SCHEDULE 10

REFERENCE LETTERS OF LEGAL PRACTITIONERS

The Reference Letter must at least be in the Letterhead of the client where similar assignments were conducted and should state the type of legal matters handled



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SCHEDULE 11

TAX CLEARANCE CERTIFICATE

SBD 2

TAX CLEARANCE CERTIFICATE REQUIREMENTS (See attached SARS documents)

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

1. In order to meet the requirements bidders are required to complete in full the attached form TCC 001 "Application for a Tax Clearance Certificate" and submit to any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable for foreign bidders / individuals who wish to submit bids.
2. SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from date of approval.
3. The original Tax Clearance Certificate must be submitted together with the bid. Failure to submit the original valid Tax Clearance Certificate will result in the invalidation of the bid. Certified copies of the Tax Clearance Certificate will not be acceptable.
4. In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate.
5. Copies of the TCC 001 "Application for Tax Clearance Certificate" forms are available from any SARS branch office nationally or on the website www.sars.org.za
6. Applications for the Tax Clearance Certificates may also be made available via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website www.sars.org.za

Please note that if you have submitted an original valid tax clearance certificate before at TETA for any bid, it is not necessary for you to submit another tax clearance certificate whilst we are in possession of your valid and original tax clearance certificate. It is the duty of the bidder to make sure that each and every time they submit a bid response that the tax clearance certificate they submitted before is still valid on the closing date of the subsequent submission of a response for a particular RFB.

NB: No bid will be awarded to a bidder whose tax affairs are not in order.

SCHEDULE 12

DECLARATION OF INTEREST

Bidder must complete all sections of the SBD4 in black ink and ensure that the form is signed by an authorised person.

NB: Non-compliance with the requirements stipulated above will lead to disqualification of the bid at Pre-compliance evaluation.

SBD 4

DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state¹, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes an advertised competitive bid, a limited bid, a proposal or written price quotation). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-

- the bidder is employed by the state; and/or
- the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.

2. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

2.1 Full Name of bidder or his or her representative:

2.2 Identity Number:.....

2.3 Position occupied in the Company (director, trustee, shareholder², member):
.....

2.4 Registration number of company, enterprise, close corporation, partnership agreement or trust:

2.5 Tax Reference Number:

2.6 VAT Registration Number:

2.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / PERSAL numbers must be indicated in paragraph 3 below.

¹"State" means –

- (a) any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);
- (b) any municipality or municipal entity;
- (c) provincial legislature;
- (d) national Assembly or the national Council of provinces; or
- (e) Parliament.

²“Shareholder” means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.

2.7 Are you or any person connected with the bidder **YES / NO**

presently employed by the state?

2.7.1 If so, furnish the following particulars:

Name of person / director / trustee / shareholder/ member:

.....

Name of state institution at which you or the person

connected to the bidder is employed :

.....

Position occupied in the state institution:

.....

Any other particulars:

.....

.....

.....

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2.7.2 If you are presently employed by the state, did you obtain **YES / NO**

the appropriate authority to undertake remunerative

work outside employment in the public sector?

2.7.2.1 If yes, did you attach proof of such authority to the bid **YES / NO**

document?

(Note: Failure to submit proof of such authority, where

applicable, may result in the disqualification of the bid.

2.7.2.2 If no, furnish reasons for non-submission of such proof:

.....

.....

.....

2.8 Did you or your spouse, or any of the company's directors / **YES / NO**
trustees / shareholders / members or their spouses conduct
business with the state in the previous twelve months?

2.8.1 If so, furnish particulars:
.....
.....
.....

2.9 Do you, or any person connected with the bidder, have **YES / NO**
any relationship (family, friend, other) with a person
employed by the state and who may be involved with
the evaluation and or adjudication of this bid?

2.9.1 If so, furnish particulars.
.....
.....
.....

2.10 Are you, or any person connected with the bidder, **YES/NO**
aware of any relationship (family, friend, other) between
any other bidder and any person employed by the state
who may be involved with the evaluation and or adjudication
of this bid?

2.10.1 If so, furnish particulars.
.....
.....

2.11 Do you or any of the directors / trustees / shareholders / members **YES/NO**
of the company have any interest in any other related companies
whether or not they are bidding for this contract?

2.11.1 If so, furnish particulars:
.....
.....

1. **Full details of Directors / Trustees / Members / Shareholders.**

Full Name	Identity Number	Personal Income Tax Reference Number	State Employee Number / Persal Number

4. **DECLARATION**

I, THE UNDERSIGNED (NAME)..... CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 and 3 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....

.....

Signature

Date

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Position

Name of bidder

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SCHEDULE 13

DECLARATION OF BIDDER'S PAST SCM PRACTICES

Bidder must complete all sections of the SBD 8 in black ink and ensure that the form is signed by an authorised person.

NB: Non-compliance with the requirements stipulated above will lead to disqualification of the bid at Pre-compliance evaluation

CERTIFICATION

SBD 8

DECLARATIONS OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

- a) This Standard Bidding Document must form part of all bids invited.
- b) It serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- c) The bid of any bidder may be disregarded if that bidder, or any of its directors have-
 - i) abused the institution's supply chain management system;
 - ii) committed fraud or any other improper conduct in relation to such system; or
 - iii) failed to perform on any previous contract.
- d) In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

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Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's database as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the <i>audi alteram partem</i> rule was applied).	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? To access this Register enter the National Treasury's website, www.treasury.gov.za, click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 3265445.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		

I, THE UNDERSIGNED (FULL NAME).....

CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS TRUE AND CORRECT.

I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT, ACTION MAY BE TAKEN AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....

Signature

.....

Date

.....

Position

.....

Name of Bidder

SCHEDULE 14

CERTIFICATE OF INDEPENDENT BID DETERMINATION

Bidder must complete all sections of the SBD 9 in black ink and ensure that the form is signed by an authorised person.

NB: Non-compliance with the requirements stipulated above will lead to disqualification of the bid at Pre-compliance evaluation

SBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Institution)

do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of: _____ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder

6. 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 consortium³ will not be construed as collusive bidding.
 7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
 8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
 9. 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 **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.**
10. 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.

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.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

SCHEDULE 15

SCHEDULE OF RATES OF LEGAL PRACTITIONERS



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