PUBLICATION OF TENDER AWARD FOR CSOS PANEL OF ATTORNEYS: CSOS001-2023

NAME	NAME	NAME
Buthelezi Vilakazi Inc	Nkadima and Associated Inc	Madhlopha @Thenga Inc
Marivate Attorneys Inc	Mapongwana attorneys Inc	Strauss Daly Inc
Cliffe Dekker Hofmeyer Inc	Maswanganyi & Hlapolosi Inc	Mogapi attorneys
Sibanda Bukhosini Attorneys	Siya Cokile Inc	LL Senyatsi Inc. attorneys
Maluleke T/A Maluks Inc	Sithole & Mokomane Attorneys	Duvenage Inc
Precious Nobuhle Mudau Inc		

PART A
INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE COMMUNITY SCHEMES OMBUD SERVICE					
BID NUMBER:	**CSOS001-2023**	CLOSING DATE: **12 JUNE 2023**		CLOSING TIME:	**12H00**
DESCRIPTION	**APPOINTMENT OF A PANEL OF ATTORNEYS TO THE COMMUNITY SCHEMES OMBUD SERVICE FOR A PERIOD OF THREE (3) YEARS.**				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED INTHE BID BOX SITUATED AT (STREET ADDRESS)					
Building 4 Berkley Office Park, **8 Bauhinia Street,** **Highveld Techno Park,** **Centurion** **0157**					
THERE WILL BE A COMPULSORY VIRTUAL BRIEFING SESSION ON THE 26 MAY 2023 AT 10H00					

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO		**TECHNICAL ENQUIRIES MAY BE DIRECTED TO:**	
CONTACT PERSON	**Zakithi Zwane**	CONTACT PERSON	**Lihle Ntombela**
TELEPHONE NUMBER	**(010) 593 0533/060 545 1150**	TELEPHONE NUMBER	**(010) 593 0533 / 067 417 0581**
FACSIMILE NUMBER		FACSIMILE NUMBER	
E-MAIL ADDRESS	**tenders@csos.org.za**	E-MAIL ADDRESS	**Lihle.ntombela@csos.org.za**

SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		**OR**	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] ☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX] ☐ Yes ☐ No	

[A DETAILED CSD REPORT REFLECTING AT LEAST 51% OR MORE BLACK OWNERSHIP FOR AT LEAST ONE OF THE DESIGNATED GROUPS MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR SPECIFIC GOALS]

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

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

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

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

PART B
TERMS AND CONDITIONS FOR BIDDING

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

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

SIGNATURE OF BIDDER: ……

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

DATE: ……..



Affordable Reliable Justice

TERMS OF REFERENCE

APPOINTMENT OF A PANEL OF ATTORNEYS TO THE COMMUNITY SCHEMES OMBUD SERVICE FOR A PERIOD OF THREE (3) YEARS.

MAY 2023

1. TERMS AND CONDITIONS

This Request for Proposal (RFP) has been compiled by the CSOS and is made available to Bidders subject to the following terms and conditions, which Bidders are deemed to acknowledge and accept:

1.1 A Bid submitted in response to this RFP will constitute a binding offer which will remain binding and irrevocable for a period of one hundred and twenty (120) Days from the date of submission to the CSOS.

1.2 Unless or until a binding contract is concluded between the CSOS and the successful Bidder, the offer constituted by the Bid will be deemed not to have been accepted and no agreement will be deemed to be reached with any Bidder.

1.3 The CSOS reserves the right to amend, modify, withdraw or terminate this RFP or any of the requirements set out herein at any time (and from time to time), without prior notice and without liability to compensate or reimburse any Bidder or person.

1.4 Should this RFP be amended, the CSOS undertakes to publicize or send each Bidder in writing the amended RFP. No oral amendments by the Bidder or the CSOS shall be considered.

1.5 It is compulsory for a Bidder submitting a bid to be registered on the National Treasury's Central Supplier Database ("the CSD") and ensure that it remains registered for the duration of the services and/or contract, if successful.

1.6 The Bidder needs to ensure that it is tax compliant at the time of submitting its Bid and remains tax compliant for the duration of the contract and/or services, if successful, and undertakes to provide supporting documentation issued by the South African Revenue Services ("SARS") confirming it is tax compliant upon request by the CSOS.

1.7 The CSOS reserves the right to conduct site inspections or call for supporting documentation in order to confirm any information provided by a Bidder in its response to this Bid.

1.8 This RFP is not intended to form the basis of a decision to enter into any transaction with the CSOS and does not constitute an offer or recommendation to enter into such transaction, or an intention to enter into any legal relationship with any person.

1.9 Neither the CSOS or any of its respective directors, officers, employees, agents, representatives or advisors will assume any responsibility for any costs or expenses incurred by any party in or associated with preparing or submitting a Bid in response to this RFP.

1.10 No entity may be involved, whether directly or indirectly, in more than one Bid in response to this RFP. Failure to comply with this requirement may, within the sole discretion of the CSOS, result in disqualification of the relevant entity.

1.11 Any material change in the control and/or composition of any Bidder or any core member of a Bidder after submission of a Bid, shall be brought to the attention of the CSOS Supply Chain Management ("SCM") Section in writing. The CSOS shall be the sole arbiter as to what constitutes a material change in the control and/or composition of any Bidder and may in its sole discretion disqualify the Bidder from any further participation in the bid process.

1.12 Any requirement set out in this RFP which stipulates the form and/or content of any aspect of a Bid, is stipulated for the sole benefit of the CSOS, and unless the contrary is expressed, may be waived by the CSOS in its sole discretion at any stage in the bid process.

1.13 The CSOS and its advisors shall rely on a Bid as being accurate and complete in relation to the information and proposals provided therein by the Bidders.

1.14 All Bids submitted to CSOS shall become the property of the CSOS and will not be returned to the Bidders. The CSOS will make all reasonable efforts to maintain information contained in proposals in confidence.

1.15 A Bid submitted by the Bidder shall be considered irregular if it shows any omissions, or irregularities of any kind. However, the CSOS reserves the right to waive any irregularities and to make an award in the best interest of the organization.

1.16 The CSOS reserves the right to accept or reject in part or whole any Bid submitted, and to waive any technicalities if this is in the best interest of the organization.

1.17 The CSOS reserves the right to require a Bidder to provide a formal presentation of its RFP at a date and time to be determined by the CSOS. The CSOS shall provide adequate instructions and clarification regarding the purpose and scope of the presentation. All expenses shall be borne by the Bidder.

1.18 In this RFP, the words "service provider", "supplier" will be used interchangeably to refer to the Bidder.

1.19 All costs associated with the preparation and submission of the Bid remain the responsibility of the Bidder. The costs shall not be chargeable to the CSOS by the successful or unsuccessful Bidder.

1.20 All Bids must be formulated and submitted in accordance with the requirements of this RFP.

1.21 Bids received after the closing date and time as specified in this RFP shall be rejected.

1.22 The CSOS is not obliged to appoint a bidder with the lowest price, if, based on its sole discretion and assessment, the said bidder does not exhibit or demonstrate adequate capacity or full comprehension of the scope of work to be undertaken. In this regard, CSOS may appoint the lower-ranked bidder provided that the reasons for such deviation are properly justified and accurately recorded.

2. INTRODUCTION

MANDATE OF THE CSOS

2.1 The Community Schemes Ombud Service (CSOS) is established in terms of the Community Schemes Ombud Service Act 2011 (Act No. 9 of 2011), to regulate the conduct of parties within community schemes and to ensure good governance within community schemes. To deliver on its mandate, key amongst the priorities of the organisation is to:

2.1.1 Provide an alternative dispute resolution service.

2.1.2 Provide training for conciliators, adjudicators, and other employees of the CSOS.

2.1.3 Promote good governance of community schemes.

2.1.4 Provide education, information, documentation and other such services a may be required to raise awareness to owners, occupiers, executive committees and other persons or entities who have rights and obligations in community schemes, as regards those rights and obligations;

2.1.5 Monitor community schemes governance; and

2.1.6 Deal with any matters as may be necessary to give effect to the objectives of the CSOS Act.

3. PROJECT PURPOSE

3.1 The CSOS seeks to appoint a Panel of Attorneys with suitable knowledge and expertise to provide various legal services to the organization.

3.2 The Panel of Attorneys will ensure that the CSOS has easy access, on an “as and when required” basis, to experienced law firms that will protect the interests of the organization and assist the CSOS execute its mandate in an efficient and effective manner.

3.3 The purpose of this RFP is therefore to outline the CSOS requirements and criteria for the appointment of such suitably experienced firms of Attorneys to the Panel of Attorneys for a period of 3 years.

4 LEGAL EXPERTISE AND EXPERIENCE

4.1 The firm of Attorneys must have working knowledge in, amongst others, any of the following areas of the law and indicate their area(s) of specialization in their Proposals:

4.1.1 Public Finance Management Legislative Framework.

4.1.2 Debt Collection.

4.1.3 Constitutional and Administrative Law.

4.1.4 Information Technology Law.

4.1.5 Intellectual Property Law.

4.1.6 Sectional Title Schemes and Community Schemes Legislation.

4.1.7 Property Law and Conveyancing.

4.1.8 Labour Law.

4.1.9 Company Law.

4.1.10 Corporate Governance principles and best practices.

4.1.11 Insolvency Law.

4.1.12 Law of Contract.

4.1.13 Law of Insurance.

4.1.14 Law of Damages.

4.1.15 Consumer Law;

4.1.16 Interpretation of Statutes.

4.1.17 Access to Information Regulatory Framework;

4.1.18 Protection of Personal Information Regulatory Framework.

4.1.19 Cyber law.

4.1.20 Data privacy law.

5 SCOPE OF WORK

5.1 The successful firms of Attorneys will, as and when required by the CSOS, render legal services on a wide range of specialized areas, including but not limited to:

5.1.1 Representing and acting on behalf of the CSOS in litigation matters before various Courts including handling applications for interdicts against defaulting community schemes.

5.1.2 Provision of Corporate, Commercial and Regulatory Compliance legal advice.

5.1.3 Reviewing, Negotiating and Drafting Contracts.

5.1.4 Chairing Employee Disciplinary Hearings.

5.1.5 Representing the CSOS during Employee Disciplinary Hearings.

5.1.6 Representing and acting on behalf of the CSOS at the Commission for Conciliation Mediation and Arbitration (CCMA) as well as Labour Courts.

5.1.7 Representing and acting on behalf of the CSOS in Arbitrations and other Alternative Dispute Resolution platforms and Quasi-Judicial Forums.

5.1.8 Representing and acting on behalf of the CSOS by chairing and resolving disputes lodged with the CSOS in terms of the Act.

5.1.9 Investigation of cases or any incident falling within their area of specialization.

5.1.10 Debt Collection.

5.1.11 Legislative Review and Drafting.

5.1.12 Training on various pieces of legislation and any other related legal issues; and

5.1.13 Conducting Legal Due Diligence.

6 SPECIAL TERMS AND CONDITIONS

6.1 The following are the special terms and conditions applicable to this bid:

6.1.1 The appointment of a successful bidder to the Panel of Attorneys will be for a fixed period of three (3) years, which shall be subject to performance review by the CSOS as set out in the Service Level Agreement concluded between the CSOS and the successful bidder.

6.1.2 Each successful bidder shall be required to sign a Service Level Agreement prior to providing the Services.

6.1.3 If the CSOS and the successful bidder do not reach consensus on the Service Level Agreement, the said firm will cease to be on the Panel of Attorneys with immediate effect (“Suspensive Condition”).

6.1.4 The successful bidder will be instructed to provide Services as and when required. While the CSOS will use reasonable endeavours to achieve a fair allocation of work to the firms of Attorneys on the Panel of Attorneys, the successful bidder acknowledges that their appointment to the Panel does not guarantee allocation of work.

6.1.5 The CSOS will as and when it requires the Services, in its sole discretion, issue an instruction letter to any firm of Attorneys on the Panel of Attorneys.

6.1.6 The CSOS may, in its sole discretion, instruct a matter or any part thereof to more than one firm of Attorneys.

6.1.7 A firm of Attorneys assigned any work may not cede, assign or sub-contract any part thereof to any third party unless with the prior written consent of the CSOS.

6.1.8 Where a firm of Attorneys, is required to appoint a correspondent attorney, it shall appoint Attorneys on the Panel and the correspondent fees shall not exceed the CSOS Tariff of Fees. In this regard, the CSOS will provide the firm of Attorneys with the relevant details of the firm of Attorneys on the Panel, who are located in the said area. Where there are no Attorneys on the Panel in a specific area, the instructed Attorneys shall endeavour to negotiate fees which do not exceed the CSOS Tariff of Fees.

6.1.9 Service delivery levels and quality of work will be a critical factor for allocating work to the firm of Attorneys on the Panel.

6.1.10 The successful firms of Attorneys shall report directly to the Senior Manager :Legal Services or any person delegated by the CSOS in writing with regard to finalizing court papers, further instructions, status update reports, all administration pertaining to any particular instruction and any matters arising from this RFP.

6.1.11 The CSOS shall be entitled in its sole discretion, to remove a successful firm of Attorneys from the Panel of Attorneys before the expiry of the three (3) year's period by written notice for non-compliance with any obligation contained in this RFP, applicable laws and/or breach of the Service Level Agreement and recall all the files in the firm of Attorneys' possession.

6.1.12 Notwithstanding the establishment of a Panel of Attorneys, the CSOS reserves the right to procure the provision of legal services from any firm of Attorneys outside the Panel in accordance with applicable laws.

6.2 **TRAINING, SKILLS DEVELOPMENT AND SKILLS TRANSFER TO THE CSOS**

6.2.1 The successful firm of Attorneys undertakes to provide the CSOS with continuous Legal Education and Training, on reasonable notice from the CSOS, which shall include but not be limited to the provision of seminars, lectures, newsletters, workshops and regular legislative, case law and other updates. The firm of Attorneys shall provide such continuous legal education and training at no cost to the CSOS.

6.2.2 The CSOS may invite other firms of Attorneys on the Panel to attend or present at such seminars, workshops or lectures.

6.2.3 The successful firm of Attorneys undertakes to contribute towards Skills Development and Skills Transfer at no additional costs to the CSOS. Such a skills development and transfer programme may take the form of, but is not limited to:

6.2.3.1 The absorption of CSOS legal interns and other staff for article of clerkship to enable them towards qualification for admission as an Attorney.

6.2.3.2 Involving or working with CSOS Legal Staff to enable them to gain exposure, skills and experience in certain fields of law or transactions.

6.2.3.3 Secondment of CSOS Legal Staff to work on certain matters together with appropriately qualified and experienced staff of the firm of Attorneys.

7 SUPPLY CHAIN MANAGEMENT COMPLIANCE REQUIREMENTS

Documents required	**Submitted Y/N**
Proof of registration on the National Treasury Central Supplier Database (provide CSD report or CSD number)	
Valid B-BBEE certificate issued by an accredited SANAS verification agency /Sworn Affidavit signed by the EME/QSE representative and attested by a Commissioner of Oaths/B-BBEE certificate issued by the Companies and Intellectual Property Commission (CIPC)	
Valid tax pin number/Tax compliance letter	
Fully completed and signed SBD Documents (1, 3.3,4 and 6.1)	

8 MANDATORY REQUIREMENTS

8.1 Bidders **must** attach the following documents to be evaluated further. Failure to comply with mandatory requirements will result in the Bidder being disqualified and shall not be evaluated further on functionality.

NO.	MANDATORY REQUIREMENT	COMPLY (✓)	NOT COMPLY (✓)
1	**A company profile** of the firm stating when the firm was established **and its area(s) of specialization.**		
2	**Certified copies of Admission as an Attorney (Legal Practitioner) and a Right of Appearance in the High Court certificates** for the Lead Attorney and/or Legal Practitioner (Director/ Sole Proprietor or Partner).		
3	**A valid Attorney's Fidelity Fund certificate** issued in terms of the Legal Practice Act (Act No.28 of 2014) for the Lead Attorney/ Legal Practitioner (Director).		
4	A **letter of good standing** from the relevant Legal Practice Council for the Lead Attorney/ Legal Practitioner which must be valid at the date of closing of this tender.		
5	Proof of the firm of Attorney's physical office location (such as a copy of a Lease Agreement, Title Deed or utility bill).		
6	Proof of access to a Wi-Fi network (e.g statement of account, contract or invoice from the service provider not older than 3 months etc.), and tools of trade (e.g inventory list and/or asset list etc.)		
7.	Attendance of compulsory virtual briefing session		

8.2 Locality: The Firm of Attorneys must indicate their place of business within a province including other regional offices within the Republic of South Africa as follows:

Item No.	Province	Place of Business (Physical Address)	Contact Person	Office Number /Mobile Number	Email Address
1	Eastern Cape				
2	Free State				
3	Gauteng				
4	Kwa-Zulu Natal				
5	Limpopo				
6	Mpumalanga				
7	Northern Cape				
8	North West				
9	Western Cape				

9 PRICE (REFER TO SBD 3.3)

9.1 The bidder acknowledges that its **Fee Structure as per the above is indicative only and not binding on the CSOS** but should be submitted with its Bid. To that extent, **price will not be evaluated** for this bid and therefore no points will be allocated for same.

9.2 Accordingly, the successful firm of Attorneys will be remunerated for services rendered to the CSOS, as per the Service Level Agreement, in accordance with the approved CSOS Tariff of Fees for both litigious and non-litigious matters.

9.3 **The CSOS will share the Tariff of Fees with the successful firms of Attorneys during negotiation of the Service Level Agreement.**

10 BID EVALUATION CRITERIA

10.1 **In accordance with the CSOS Supply Chain Management Policy, the bid evaluation process shall be carried out in two (2) stages namely:**

10.1.1 Stage 1: Mandatory Requirements.

10.1.2 Stage 2: Functionality Evaluation.

Stage 1: Checklist Requirements

All mandatory documents as per the SCM Mandatory Checklist in this RFP must be completed, signed, certified and submitted with the Bidder's response to this RFP. Failure to comply with this requirement or submission of false, fraudulent or misleading information or documents will result in the disqualification of the Bidder or termination of the successful bidder's contract. In this regard, the CSOS reserves its rights to take appropriate legal action.

10.2 **Stage 2: Functionality in terms of the set technical evaluation criteria**

Bids must fully comply with all the Mandatory Requirements for the bid:
Stage 1: Mandatory Requirements in order to qualify for **Stage 2: Functionality Evaluation.** Bids which fail to comply with all the requirements of **Stage 1** will be invalidated or disqualified from the process or further evaluation.

10.3 In the second phase the proposals will be evaluated on technical requirements (functionality). A bid will be disqualified if it fails to meet the minimum threshold of 70% for functionality. Bidders that meet the minimum threshold of 70% will form part of the panel.

11 FUNCTIONALITY

11.1 Bids received will be evaluated according to the following requirements as listed in the table below.

11.2 Bidders who score less than 70% out of 100% on functionality requirements listed below will be disqualified and not recommended for the award.

Evaluation Criteria Score

<table>
<tr><th>Evaluation Criteria</th><th>Weight</th></tr>
<tr><td>Capacity and experience of the Firm of Attorneys</td><td></td></tr>
<tr><td>a) Demonstrate ability in identified area of specialisation.
Experience as reflected in projects (in the last 3 years) undertaken by the firm. Indicate the information in the form of a table as suggested below; area of specialization, description of the project, value of the contract, name of client, outcome, client contact person, period of the contract, start and end date).
<table>
<tr><th>Number</th><th>Area of specialisation</th><th>Description of a project</th><th>Value of the project</th><th>Name of the client</th><th>Client contacts number</th><th>Period of the contract</th><th>Outcome</th><th>Start date</th><th>End date</th></tr>
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• 0 Projects = 0 Points;
• 1 – 2 Projects = 1 Points;
• 3 – 4 Projects = 3 Points;
• 5 or more Projects = 5 Points.</td><td>30</td></tr>
<tr><td>b) A minimum of one (1) reference letter or assessment form(refer to below assessment form to be completed by current and/or previous clients) for legal services or work rendered to clients as listed in the table above. Each reference letter must be on the client’s letterhead with contactable details.
• 0 Reference Letter & Non-compliant letters to the requirements listed above = 0 Points;
• 1 Reference Letter /Assessment form= 1 Points;
• 2 Reference Letters/Assessment Forms = 2 Points;
• 3 Reference Letters/Assessment Forms = 3 Points;
• 4 Reference Letters/Assessment Forms = 4 Points;</td><td>10</td></tr>
</table>

Evaluation Criteria	Weight
• 5 or More Reference Letters/Assessment Forms = 5 Points.	
c) **Provide detailed CV's of the Lead Attorney** CV of the Lead Attorney who will be directly involved in providing the required services should specify areas of specialization as referred to in this RFP. The Lead Attorney must have at least one (1) year post admission working experience in the identified areas of specialization. **Certified copies of qualifications of the Lead Attorney should be attached as evidence.** • Less than 1 year post admission experience = 0 Points; • 1 - 2 years' post admission experience = 1 Point; • 3 - 5 years' post admission experience = 2 Points; • 6 years' post admission experience = 3 Points; • 7 or more years' experience = 5 Points.	**10**
d) **Provide CVs of Key Staff/team members supporting the Lead Attorney** CVs of Legal Practitioner(s) or Candidate Legal Practitioners, as defined in section 1 of the Legal Practice Act (No. 28 of 2014.) supporting the Lead Attorney. • 0 Key Staff Member = 0 Points; • 1 Key Staff member = 1 Point; • 2 Key Staff members = 2 Points; • 3 Key Staff members = 3 Points; • 4 Key Staff members = 4 Points; • 5 or more Key Staff members = 5 Points.	**10**
PROPOSAL ON PROMOTION OF SKILLS TRANSFER AND DEVELOPMENT Demonstrate a clear commitment to provide transfer of skills to the CSOS Legal Team in accordance with paragraph 8.2 above. • Skills transfer methodology and plan which outlines the training and developmental interventions to be provided, the process and duration = 5 points • Skills development plan and methodology is unclear or lacking on any of the training and skills transfer methods offered or the process and duration =3 points • No proposal submitted = 0 points	**10**
PROJECT METHODOLOGY	**30**

Evaluation Criteria	**Weight**
The bidder must provide a detailed proposal, outlining the intended/proposed approach and methodology for carrying out the instructions provided by the CSOS which clearly addresses the following items: the area of specialization and the scope of work and include **(i) project and time management**, **(ii) task allocation, (iii) frequency of interactions between the Attorneys and the CSOS project manager**, **(iv) quality assurance processes in place and progress reporting**, **(v) risk management and how the bidder has successfully met tight deadlines in the past.** • Approach is innovative, well-articulated and covers all the details listed in (i) to (v) above =5 Points • Approach is lacking on one requirement listed herein = 4 points • Approach is lacking on two requirements listed herein = 3 points • Approach is lacking on three requirements listed herein = 2 points • Approach is lacking on four requirements listed herein = 1 point • Non-submission or poor methodology and approach lacking on all requirements herein= 0 points	
Total	**100**
Minimum Qualifying Score	**70%**

11.2.1 **ASSESSMENT OF BIDDER'S PERFORMANCE BY INDEPENDENT REFERENCE**

(This form **must** be sent to the bidders' previous clients to give reference to projects completed as explained in the evaluation criteria in the absence of a signed reference letter. All assessment forms must then be attached with the tender submission.)

Name of Bidder	
Value of Contract	
Date of Commencement	
Contract Duration	
Contract Completion	

REFER TO PARAGRAPH 4 (LEGAL EXPERTISE EXPERIENCE)

Services Provided in line with paragraph 4 above	**Tick**

Your assessment of the Contractor's performance in the following areas: Please tick one of the blocks on the right-hand side. 1 = Poor;2=Unsatisfactory, 3=Average, 4=Good, 5 = Very Good	**1**	**2**	**3**	**4**	**5**

Turn-around times
Quality of feedback
Accessibility and availability
Reliability
Customer satisfaction
1 = Poor; 2 = Unsatisfactory; 3 = Average; 4 = Good; 5 = Very Good

COMMENTS

Name of Person Completing this Assessment Form	
Representing Firm	
Telephone Number	
Email Address	
Date of Assessment	

SIGNATURE OF THE OFFICIAL RESPONSIBLE FOR COMPLETING THE ASSESSMENT FORM.	

12 TIMELINE OF THE BID PROCESS

12.1 The validity period of tenders and the withdrawal of offers, after the closing date and time is 120 days.

13 PROJECT MANAGEMENT RESPONSIBILITY

13.1 The CSOS Project Manager's responsibilities will include:

13.1.1 Providing the service provider with all appropriate advice and information pertinent to the success of this project as well as assisting in setting up meetings with key management staff.

14 SUPPLIER DUE DILIGENCE

14.1 CSOS reserves the right to conduct supplier due diligence prior to final award or at anytime during the contract period.

15 RESPONSE FORMAT (SUBMISSION OF PROPOSALS)

15.1 The bid proposals must be submitted in the prescribed format. Standard bidding documents attached with Terms of Reference must be completed in full.

15.2 The bidder(s) are required to submit one (1) original copy of the bid document.

16 LATE BIDS

16.1 Bids received after the closing date and time, at the address indicated in the bid documents, will not be accepted for consideration and where practicable, be returned unopened to the bidder(s).

17 COUNTER CONDITIONS

17.1 Bidders' attention is drawn to the fact that amendments to any of the Bid Conditions or setting of counter conditions by Bidders or qualifying any Bid Conditions will result in the invalidation of such bids.

18 FRONTING

18.1 Government supports the spirit of Broad Based Black Economic Empowerment and recognizes that real empowerment can only be achieved through individuals and businesses conducting themselves in accordance with the Constitution and in an honest, fair, equitable, transparent, and legally compliant manner. Against this background the Government condemns any form of fronting.

18.2 The Government, in ensuring that bidders conduct themselves in an honest manner will, as part of the bid evaluation processes, conduct, or initiate the necessary enquiries/investigations to determine the accuracy of the representation made in bid documents. Should any of the fronting indicators as contained in the Guidelines on Complex Structures and Transactions and Fronting, issued by the Department of Trade and Industry, be established during such enquiry / investigation, the onus will be on the Bidder / contractor to prove that fronting does not exist. Failure to do so within a period of 14 days from date of notification may invalidate the bid / contract and may also result in the restriction of the Bidder /contractor to conduct business with the public sector for a period not exceeding ten years, in addition to any other remedies CSOS may have against the Bidder / contractor concerned.

19 COMMUNICATION AND CONTACT DETAILS

19.1 A nominated official of the bidder(s) can make enquiries in writing, to the specified person, Ms Lihle Ntombela via email: lihle.ntombela@csos.org.za or Tel:010 593 0533/ 067 417 0581. Further information regarding Supply Chain Management matters can be sent via email to Ms. Zakithi Zwane: tenders@csos.org.za or at Tel: 010 593 0533/060 545 1150.

19.2 The delegated office of CSOS may communicate with Bidder(s) where clarity is sought in the bid proposal.

19.3 Any communication to an official or a person acting in an advisory capacity for CSOS in respect of the bid between the closing date and the award of the bid by the Bidder(s) is discouraged.

19.4 All communication between the Bidder(s) and CSOS must be done in writing.

19.5 Whilst all due care has been taken in connection with the preparation of this bid, CSOS makes no representations or warranties that the content of the bid or any information communicated to or provided to Bidder(s) during the bidding process is, or will be, accurate, current or complete. CSOS, and its employees and advisors will not be liable with respect to any information communicated which may not accurate, current or complete.

19.6 If a Bidder(s) finds or reasonably believes it has found any discrepancy, ambiguity, error or inconsistency in this bid or any other information provided by CSOS (other than minor clerical matters), the Bidder(s) must promptly notify CSOS in writing of such discrepancy, ambiguity, error or inconsistency in order to give CSOS an opportunity to consider what corrective action is necessary (if any).

19.7 Any actual discrepancy, ambiguity, error or inconsistency in the bid or any other information provided by CSOS will, if possible, be corrected and provided to all Bidder(s)

without attribution to the Bidder(s) who provided the written notice.

19.8 All persons (including bidder(s) obtaining or receiving the bid and any other information in connection with the bid or the tendering process must keep the contents of the bid and other such information confidential, and not disclose or use the information except as required for the purpose of developing a proposal in response to this bid.

20 PROPOSAL SUBMISSIONS REQUIREMENTS

20.1 The service provider must present the CSOS with a comprehensive proposal outlining how they intend to address the requirements listed in this Terms of Reference.

21 SUBMISSION OF PROPOSALS

21.1 Bid documents should be placed in the **tender box** on or before the closing date and time.

21.2 Bid documents will only be considered if received by CSOS before the closing date and time at 12h00:

Community Schemes Ombud Service

Building 4

Berkely Office Park

8 Bauhinia Street

Centurion

22 COMPULSORY BRIEFING SESSION

22.1 There will be a compulsory virtual briefing session for this tender on the 26th May 2023 at 10h00.

22.2 Please see the meeting link https://teams.microsoft.com/l/meetup-join/19%3ameeting_NTYyZDAzMTUtZGIzOS00NWI4LWEzNmEtOTY3YjY4MDgzYjI0%40thread.v2/0?context=%7b%22Tid%22%3a%226b6557b3-4111-4623-9cca-6281a5a00539%22%2c%22Oid%22%3a%22176956a5-10d9-4055-a088-e87ad3142391%22%7d **OR**

22.3 Meeting link can be requested by the 25th of May 2023 on the following email address: tenders@csos.org.za

PRICING SCHEDULE
(Professional Services)

NAME OF BIDDER: ……
BID NO: CSOS001-2023: **APPOINTMENT OF A PANEL OF ATTORNEYS TO THE COMMUNITY SCHEMES OMBUD SERVICE FOR A PERIOD OF THREE (3) YEARS.**

CLOSING TIME: 12H00 **CLOSING DATE:12/06/2023**

OFFER TO BE VALID FOR 120 DAYS FROM THE CLOSING DATE OF BID.

ITEM DESCRIPTION BID PRICE IN RSA CURRENCY INCLUSIVE OF VALUE-ADDED TAX

DESCRIPTION: APPOINTMENT OF A PANEL OF ATTORNEYS TO THE COMMUNITY SCHEMES OMBUD SERVICE FOR A PERIOD OF THREE (3) YEARS.

1. Services must be quoted in accordance with the attached Terms of Reference.

The bidder should include their Fee Structure under the following categories:

Category	Post Admission Experience	Hourly Rate
Senior Director	10 Years and Above	R
Director	7 to 9 Years	R
Senior Associate	4 to 6 Years	R
Associate	1 to 3 Years	R
Candidate Attorney	0 Years	R

***NB:** The bidder acknowledges that its **Fee Structure as per the above is indicative only and not binding on the CSOS** but should be submitted with its Bid. To that extent, the **price will not be evaluated** for this bid and therefore no points will be allocated for the same.

Accordingly, the successful firm of Attorneys will be remunerated for services rendered to the CSOS, as per the Service Level Agreement, in accordance with the approved CSOS Tariff of Fees for both litigious and non-litigious matters.

The CSOS will share the Tariff of Fees with the successful firms of Attorneys during the negotiation of the Service Level Agreement.

Signature (Bidder) **Date**

*The financial proposal for this assignment should cover all assignment activities as per the Terms of Reference

2. Period required for commencement with project after acceptance of bid_____.
3. Are the rates quoted firm for the full period? **Yes/No**
4. If not firm for the full period, provide details of the basis on which Adjustments will be applied, forexample, the consumer price index.

Technical enquiries regarding bidding procedures may be directed to:

Lihle Ntombela
Tel: (010) 593 0533
Cell: 067 417 0581
E-mail address:lihle.ntombela@csos.org.za

Supply Chain queries may be directed to:
Zakithi Zwane
Cell: 060 545 1150
Email address: tenders@csos.org.za

PLEASE REFER TO THE ATTACHED TERMS OF REFERENCE FOR MORE INFORMATION.

SBD4

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

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

Full Name	**Identity Number**	**Name of State institution**

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

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

2.2.1 If so, furnish particulars:

……
……

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

2.3.1 If so, furnish particulars:

……
……

3 DECLARATION

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

3.1 I have read and I understand the contents of this disclosure;

3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;

3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium2 will not be construed as collusive bidding.

3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.

3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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

3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.
I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

…… ……

Signature Date

…… ……

Position Name of bidder

SPECIAL REQUIREMENTS AND CONDITIONS OF CONTRACT

CSOS001-2023-APPOINTMENT OF A PANEL OF ATTORNEYS TO THE COMMUNITY SCHEMES OMBUD SERVICE FOR A PERIOD OF THREE (3) YEARS.

CLOSING DATE: 12 JUNE 2023

VALIDITY PERIOD: 120 DAYS

S U P P L Y C H A I N M A N A G E M E N T

1. SPECIAL CONDITIONS OF CONTRACT .

1.1 This bid and all contracts emanating there from will be subject to the General Conditions of Contract issued in accordance with of the Treasury Regulations 16A published in terms of the Public Finance Management Act, 1999 (Act 1 of 1999). The Special Conditions of Contract are supplementary to that of the General Conditions ofContract. Where, however, the Special Conditions of Contract are in conflict with the General Conditions of Contract, the Special Conditions of Contract prevail.

2. EVALUATION

2.1 Bids will be evaluated strictly according to the bid evaluation criteria stipulated in this section of the Terms of Reference. During this stage bidders' responses will be evaluated for functionality based on achieving a minimum score of 70%.

2.2 Any proposal not meeting a minimum score of **70% on functionality** will be disqualified and not further evaluated on price and specific goals.

3. REGISTRATION

3.1 Latest proof of company registration from the Companies and Intellectual Property Commission (CIPC) must be submitted in the form of certified copies of the relevant registration document.

4. CLIENT BASE

4.1 Bidders must have specific experience and submit recent references (in a form of written proof (s) on their company's letterhead).

4.2 The CSOS reserves the right to contact references during the evaluation and adjudication process to obtain information

5. SHAREHOLDERS/DIRECTORS PORTFOLIO

5.1 The bidder shall submit copies of the company's shareholding portfolio with the bid documents at the closing date and time of the bid.

6. COMMUNICATION

6.1 Supply Chain Management will communicate with bidders for, among others, where bid clarity is sought, to obtain information or to extend the validity period. Any communication either by facsimile, letter or electronic mail or any other form of correspondence to any government official, department or representative of a testinginstitution or a person acting in an advisory capacity for the CSOS in respect of this bid between the closing date and the award of the bid by the bidder is

prohibited.

7. COUNTER CONDITIONS

7.1 Bidders' attention is drawn to the fact that amendments to any of the Special Conditions by bidders will result in invalidation of such bids.

8. PROHIBITION OF RESTRICTIVE PRACTICES

8.1 In terms of section 4(1) 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 contractor(s) was/were involved in:

8.2 Directly or indirectly fixing a purchase or selling price or any other trading condition;

8.3 Dividing markets by allocating customers, suppliers, territories or specific types of goods or services; or collusive bidding

8.4 If a bidder(s) or contractor(s), in the judgment of the purchaser, has/have engaged in any of the restrictive practices referred to above, the purchaser may, without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered or terminate the contract in whole or in part and 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.

9. FRONTING

9.1 The Community Schemes Ombud Service supports the spirit of broad-based black economic empowerment and recognizes that real empowerment can only be achievedthrough individuals and businesses conducting themselves in accordance with the Constitution and in an honest, fair, equitable, transparent and legally compliant manner. Against this background, the CSOS condemns any form of fronting.

9.2 The CSOS, in ensuring that bidders conduct themselves in an honest manner will, as part of the bid evaluation processes, conduct or initiate the necessary enquiries/investigations to determine the accuracy of the representation made in bid documents. Should any of the fronting indicators as contained in the Guidelines on Complex Structures and Transactions and Fronting, issued by the Department of Tradeand Industry, be established during such enquiry/investigation, the onus will be on the bidder/contractor to prove that fronting does not exist. Failure to do so within a period of 14 days from the date of the notification may invalidate the bid/contract and may also result in the restriction of the bidder/contractor to conduct business with the public sector fora period not exceeding ten years, in addition to any

other remedies the CSOS may haveagainst the bidder/contractor concerned.

10. COMPULSORY BRIEFING SESSION

There will be a compulsory virtual briefing session on the 26 May 2 0 2 3 at 10H00.

11. TIMEFRAMES AND FORMAL CONTRACT

Successful bidder(s) will be required to enter into a formal contract with the CSOS.

12. PACKAGING OF BID

The bidder shall place the sealed bid proposal into a sealed envelope or package, and must be clearly marked with a description of the bid as follows:

Bid No: CSOS001-2023

DESCRIPTION: CSOS001-2023-APPOINTMENT OF A PANEL OF ATTORNEYS TO THE COMMUNITY SCHEMES OMBUD SERVICE FOR A PERIOD OF THREE (3) YEARS.

Bid closing date: 12 June 2023

Time: 12h00

Name and address of the bidder:

13. CONTACT DETAILS

Supply Chain Management Office:

Physical address: Building 4, Berkley Office Park,

8 Bauhinia Street, Highveld Techno Park, Centurion

For General SCM enquiries: Zakithi Zwane, Contact: 010 593 0533/060 545 1150 or email: **tenders@csos.org.za**

For Technical enquiries: Lihle Ntombela ;Contact:010 593 0533/ 067 417 0581 or email **lihle.ntombela@csos.org.za**

Supplier Maintenance: Bank Details

Supplier name_____

I/We hereby request and authorize you to pay any amounts which accrue to me/us to the credit of my/our account with the mentioned bank.

I/We understand that the credit transfers hereby authorized will be processed by computer through a system known as the "ACB ELECTRONIC FUND TRANSFER SERVICE", and I/we also understand that no additional advice of payment will be provided by my/our bank, but details of each payment will be on my/our bank statement or any accompanying voucher. (This does not apply where it is not customary for banks to furnish bank statements).

I/We understand that a payment advice will be supplied by the organization in the normal way, and that it will indicate the date on which funds will be available in my/our account. This authority may be cancelled by me/us by giving thirty days' notice by prepaid registered post.

Initial and Surname	**Authorized Signature**

Date dd/mm/yyyy

NB. Only original signed forms will be accepted.

Registered name: _____

Co. Registration No: _____

Account Holder: _____

Name of Bank: _____

Name of Branch: _____

Branch Code: _____

Account Number: _____

Type of Account: _____

It is hereby confirmed that these details have been verified against the following screens:
ABSA-
FNB-
STD Bank-
Nedbank-
Other Banks-

Bank Stamp Here

Bank Official Name: _____

Contact Detail: _____

NB: IT IS THE RESPONSIBILITY OF THE SUPPLIER TO ENSURE THAT DETAILS PROVIDED ARE CORRECT.

A LETTER FROM THE BANK CONFIRMING BANKING DETAILS WILL ALSO SUFFICE

Annexure A

GOVERNMENT PROCUREMENT

GENERAL CONDITIONS OF CONTRACT

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
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14. Spare parts
15. Warranty
16. Payment
17. Prices
18. Contract amendments
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20. Subcontracts
21. Delays in the supplier's performance
22. Penalties
23. Termination for default
24. Dumping and countervailing duties
25. Force Majeure
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29. Governing language
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31. Notices
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General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:

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

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

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

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

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

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

1.7 "Day" means calendar day.

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

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

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

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

1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable.

Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

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

1.14 "GCC" means the General Conditions of Contract.

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

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

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

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

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

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

1.21 "Purchaser" means the organization purchasing the goods.

1.22 "Republic" means the Republic of South Africa.

1.23 "SCC" means the Special Conditions of Contract.

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

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

2. Application

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

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

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

3. General

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

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

4. Standards

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

5. Use of contract documents and information; inspection.

5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.

5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.

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

6. Patent rights

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

7. Performance security

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

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

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

(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 analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with

supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

9. Packing

9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

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

10.2 Documents to be submitted by the supplier are specified in SCC.

11. Insurance

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

12. Transportation

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

13. Incidental services

13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:

(a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
(b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
(c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
(d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and

(e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

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

14. Spare parts

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

(a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
(b) in the event of termination of production of the spare parts:
(i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
(ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.

15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.

15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.

15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. Payment

16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.

16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.

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

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

17. Prices

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

18. Contract amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

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

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

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

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

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

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

24. Anti-dumping and countervailing duties and rights

24.1 When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable

difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him

25. Force Majeure

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

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

26. Termination for insolvency

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

27. Settlement of Disputes

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

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

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

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

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

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

28. Limitation of liability

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

(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.