

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NATIONAL TREASURY)					
BID NUMBER:	NT008-2025	CLOSING DATE:	21/07/2025	CLOSING TIME:	11:00 AM
DESCRIPTION	APPOINTMENT OF A PANEL OF DOMESTIC LEGAL EXPERTS FOR THE NATIONAL TREASURY FOR A PERIOD OF THREE (3) YEARS				
BID RESPONSE DOCUMENTS MAY BE SUBMITTED ONLINE					
National Treasury					
Bid Proposals to be submitted online on the e-Tender Portal https://www.etenders.gov.za/					
Tutorial Link on uploading bid documents on e-Tender Portal https://youtu.be/B7pNseNJYHM					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Supply Chain Management		CONTACT PERSON	Supply Chain Management	
TELEPHONE NUMBER			TELEPHONE NUMBER		
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	NTAdministrativeTenders@Treasury.gov.za		E-MAIL ADDRESS	NTAdministrativeTenders@Treasury.gov.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED? <input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]		
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					

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PART B

TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:
1.1. BIDS MUST BE SUBMITTED BY THE STIPULATED TIME. 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, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).
2. TAX COMPLIANCE REQUIREMENTS
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

SIGNATURE OF BIDDER:

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

DATE:

NT008-2025: TERMS OF REFERENCE FOR THE APPOINTMENT OF A PANEL OF DOMESTIC LEGAL EXPERTS FOR THE NATIONAL TREASURY FOR A PERIOD OF THREE (3) YEARS

CLOSING DATE: 21 JULY 2025

1. INTRODUCTION

- 1.1. The provisions of section 216 of the Constitution of the Republic of South Africa, which call for the establishment of a national treasury to ensure transparency, accountability and sound financial controls in the management of the country's public finances. Subsequently, the National Treasury was established in terms of section 5 of the Public Finance Management Act No. 1 of 1999 ("PFMA").
- 1.2. The mandate of the National Treasury, based on section 216 of the Constitution and detailed in section 6 of the PFMA, includes the promotion of the national government's fiscal policy framework and the coordination of macroeconomic policy; coordination of intergovernmental financial and fiscal relations; management the budget preparation process; exercising control over the implementation of the annual national budget, including any adjustments budgets; facilitation of the implementation of the annual Division of Revenue Act; monitoring the implementation of provincial budgets; and promotion and enforcement of transparency and effective management in respect of revenue, expenditure, assets and liabilities of departments, public entities and constitutional institutions.

2. PURPOSE

The National Treasury plans to establish a Panel of Domestic Law Firms with suitable knowledge and expertise to provide legal services to the National Treasury in respect of various fields of the law. Thus, the purpose of this request for bids ("RFB") is to outline the requirements and criteria for the appointment of such law firms to the panel for a period of three (3) years.

3. SCOPE OF WORK

The National Treasury hereby invites bid proposals from suitably qualified law firms to be place on the Panel of Law Firms for the categories below to assist the National Treasury.

Each bidder must clearly indicate and submit proposal(s) detailing their experience.

No.	Categories	√
1.	Category A: Financial/Capital Markets Law	
1.1	Sub-category A1: Domestic and international capital markets and retail savings bonds	
1.2	Sub-category A2: Multilateral development banks and international development finance institution	

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1.3	Sub-category A3: Listing of funding programmes at exchanges	
1.4	Sub-category A4: Islamic Law	
2.	Category B: Legislative Drafting	
3.	Category C: Commercial Law	
4.	Category D: General Legal Advice	

Below is a brief description of the legal areas in which the National Treasury may require assistance.

3.1. CATEGORY A: CAPITAL / FINANCIAL MARKETS LAW

3.1.1. The scope of work for this area of the law comprises of the sub-categories below. Bidders may tender for either of these categories and they will be evaluated separately:

3.1.1.1. Sub-category A1 - Domestic and international capital markets and retail savings bonds

- 3.1.1.1.1. Advise the National Treasury on retail, domestic and foreign bond issuances, including but not limited to updates of the annual report of South Africa that has to be filed with the various stock exchanges such as United States (U.S) Securities Exchange Commission's (SEC) form 18-k and Schedule B Registration statement.
- 3.1.1.1.2. Draft the required legal opinions, advise on domestic and foreign bond issuances of government, including but not limited to the Declaration of Trust, Terms and Conditions, Subscription Agreements, Agency Agreement and signing and closing Agenda.
- 3.1.1.1.3. Conduct due diligence meetings as prescribed by relevant regulations.
- 3.1.1.1.4. Prepare the publicity memorandum, disclaimers and investor presentation material.

3.1.1.2. Sub-category A2 - Multilateral development banks and international development finance institution

- 3.1.1.2.1. Assist and advise the National Treasury on compliance with the laws and regulations relevant to the transaction relating to multilateral development banks and/or international development finance institution.
- 3.1.1.2.2. Review, draft and advice on documents relating to loans from the multilateral development banks and international development finance institutions, including but not limited to the General conditions prescribed and the loan agreement.

3.1.1.3. Sub-category A3 - Listing of funding programmes at exchanges

- 3.1.1.3.1. Establish and draft a Domestic Medium-Term Note (DMTN) programme and /or other funding programmes for the National Treasury.
- 3.1.1.3.2. List the programmes on the Johannesburg Stock Exchange (JSE) and /or other exchanges within the set time frames.

- 3.1.1.3.3. Draft issuance documents and provide the necessary legal opinions for the DMTN programme and/or other funding programmes.
- 3.1.1.3.4. Advise and assist the National Treasury to comply with the laws and regulations relevant to the listing of the DMTN programme and/ or other funding programmes relating to funding.

3.1.1.4. Sub-category A4 - Islamic Law

- 3.1.1.4.1. Advise, draft and review on Islamic bond/*Shari'ah* compliant funding.
- 3.1.1.4.2. Assist and / or advice in structuring *Shari'ah* principles, legal, tax and regulations.

3.1.2. Qualifications and Experience

- 3.1.2.1. Legal field related qualifications of the identified legal practitioners.
- 3.1.2.2. Practical and related experience in capital and financial markets law.
- 3.1.2.3. Good understanding of the Public Finance Management Act No. 1 of 1999.
- 3.1.2.4. Excellent knowledge of South African politics, economic and risk analysis
- 3.1.2.5. Good knowledge of broader legislative and tax frameworks.
- 3.1.2.6. Good communication skills, writing and team ethic.
- 3.1.2.7. Working knowledge (written and spoken) of English is a requirement.
- 3.1.2.8. Knowledge and experience of South African history, politics and economics in general for purposes of preparing legal documents but not limited to legal opinions of a corporate law nature.

3.1.3. Submission requirements

- 3.1.3.1. List of sovereign, state-owned companies or corporate global bond issuance transactions to demonstrate the ability to draft the required legal documents.
- 3.1.3.2. List of multilateral development banks and/or international development finance institutions transactions to demonstrate the understanding/knowledge of drafting/reviewing legal documents relating to funding from the multilateral development banks and international development finance institutions.
- 3.1.3.3. List of Domestic Medium-Term Note (DMTN) programme completed to demonstrate the understanding of establishing a DMTN programme with the Johannesburg Stock Exchange.
- 3.1.3.4. List of Islamic finance issuance to demonstrate the ability to structure of the *Shari'ah* compliance bond/instruments.
- 3.1.3.5. Highlight projects sovereign, State-owned company of a corporate nature in South Africa to demonstrate the understanding of knowledge in the Republic's history, politics, economics, risks and regulations.
- 3.1.3.6. A partnership agreement if the legal firm is bidding as a partnership.
- 3.1.3.7. Curriculum vitae and copies of qualifications of the identified legal practitioners demonstrating the experience, competence and project co-ordinating skills in corporate and commercial law work.
- 3.1.3.8. Signed and verifiable reference letters from at least four (4) current/recent (not older than 36 months) clients to whom legal services are/were provided in each of the sub-categories the bidder is tendering for. The references must be on the client's letterhead and the duration of such specific attorney/client relationship, a brief description of the legal

services that are/were being provided by the bidder to such client, as well as the level of client satisfaction.

- 3.1.4. Bid proposals under these sub-categories will be evaluated strictly in accordance with the technical evaluation criteria stipulated in Annexure A.

3.2. CATEGORY B: LEGISLATIVE DRAFTING

- 3.2.1. The scope of work for this area of the law comprises of the following deliverables:

- 3.2.1.1. Drafting and reviewing of Legislation, including subordinate legislation.
- 3.2.1.2. Ensure technical quality, adherence to best practice and consistency with the Constitution and other applicable legislation.
- 3.2.1.3. Provide legal advice throughout the drafting process.
- 3.2.1.4. Conduct comparative research to assist in the drafting of legislation.
- 3.2.1.5. Research and advise on international best practice relating to the drafting of legislation.

3.2.2. Qualifications and Experience

- 3.2.2.1. Legal field related qualifications of the identified legal practitioners.
- 3.2.2.2. Practical and related experience in legislative drafting.
- 3.2.2.3. Good knowledge of broader legislative and tax frameworks.
- 3.2.2.4. Good communication skills, writing and team ethic.
- 3.2.2.5. Advanced knowledge (written and spoken) of English is a requirement.
- 3.2.2.6. Knowledge of modern drafting techniques and drafting rules.

3.2.3. Submission requirements

- 3.2.3.1. List of primary and secondary legislation which the partner or consultant has drafted to demonstrate the ability to draft the required legal documents.
- 3.2.3.2. A partnership agreement if the legal firm is bidding as a partnership.
- 3.2.3.3. Curriculum vitae and copies of qualifications of the legal firm partner or consultant demonstrating the experience, competence and project co-ordinating skills in legislative drafting.
- 3.2.3.4. Signed and verifiable reference letters from at least four (4) current/recent (not older than 36 months) clients to whom legal services are/were provided in this category. The references must be on the client's letterhead and the duration of such specific consultant/attorney/client relationship, a brief description of the legal services that are/were being provided by the bidder to such client, as well as the level of client satisfaction.

- 3.2.4. Bid proposals under this category will be evaluated strictly in accordance with the technical evaluation criteria stipulated in Annexure A.

3.3. CATEGORY C: COMMERCIAL AND CORPORATE LAW

- 3.3.1. The scope of work for this area of the law comprises of the following deliverables:

- 3.3.1.1. Advise on projects / transactions of a corporate law nature, inter alia, the restructuring of public entities, banking, mergers and acquisitions.
- 3.3.1.2. Advise on legal issues arising from asset, risk and debt management by Government.

- 3.3.1.3. Drafting, reviewing and advising on a broad range of complex commercial contracts, such as financing agreements.
- 3.3.1.4. Provide legally sound opinions of a corporate law nature. Company law advisory work pertaining to state owned enterprises, including listings, insurance law, and the like.
- 3.3.1.5. Advise on the structure and legal validity of the proposed infrastructure pooling vehicle, including the formation of a holding company and subsidiary companies to handle different asset classes as well as the risk profiles.
- 3.3.1.6. Propose legal mechanisms for ring-fencing the Funding Platform, ensuring that it is not subject to consolidation risk with the National Treasury or other government entities.
- 3.3.1.7. Ensure that the legal structure complies with the relevant provisions of the PFMA and other pieces of legislation.
- 3.3.1.8. Recommend any required legislative changes or new regulatory frameworks necessary to support the establishment and functioning of the Funding Platform.
- 3.3.1.9. Design a robust governance framework for the Funding Platform, including the development of terms for a Shareholder Trust and management structures, but not limited to the Board of Directors, Committees, and third-party service providers.
- 3.3.1.10. Advise on contractual relationships between the National Treasury, Infrastructure Fund, project sponsors, implementing agents, including the role of the Infrastructure Finance and Implementation Support Agency (IFISA).
- 3.3.1.11. Develop a bankable documentation package for the Funding Platform, not limited to shareholder agreements, asset/investment management services agreements, as well as other related legal documents.
- 3.3.1.12. Ensure flexibility for the Funding Platform to issue various financial instruments, not limited to debt securities, concessional loans, infrastructure bonds, and guarantees.
- 3.3.1.13. Provide legal support in securing commitments from various financing sources not limited to Development Finance Institutions (DFIs), Multilateral Development Banks (MDBs), and private investors as well as ensuring adequate credit enhancements.
- 3.3.1.14. Advise on tax structuring and regulations to minimize the tax burden of the Funding Platform, including appropriate capitalization methods.
- 3.3.1.15. Evaluate the suitability of specific financial instruments, not limited to subordinated debt and infrastructure bonds, in enhancing the attractiveness of the Funding Platform to investors.
- 3.3.1.16. Provide advice on the appropriate jurisdiction for establishing the Funding Platform to enhance its attractiveness to international investors while mitigating bureaucratic delays. This is not limited to evaluating jurisdictions with streamlined processes, for setting up the Special Purpose Vehicle (SPV).

3.3.2. Qualifications and Experience

- 3.3.2.1. Legal field related qualifications of the legal partner.
- 3.3.2.2. Practical and related experience in commercial and corporate law.
- 3.3.2.3. Good understanding of legislation administered by the Minister of Finance and the Companies Act.
- 3.3.2.4. Good communication skills, writing and team ethic.
- 3.3.2.5. Working knowledge (written and spoken) of English is a requirement.

3.3.3. Submission requirements

- 3.3.3.1. List of commercial / corporate projects / transactions to demonstrate relevant experience.
 - 3.3.3.2. A partnership agreement if the legal firm is bidding as a partnership.
 - 3.3.3.3. Curriculum vitae and copies of qualifications of the identified legal practitioners demonstrating the experience, competence in commercial / corporate projects or transactions.
 - 3.3.3.4. Signed and verifiable reference letters from at least four (4) current/recent (not older than 60 months) clients to whom legal services are/were provided in this category. The references must be on the client's letterhead and the duration of such specific attorney/client relationship, a brief description of the legal services that are/were being provided by the bidder to such client, as well as the level of client satisfaction.
- 3.3.4. Bid proposals under this category will be evaluated strictly in accordance with the technical evaluation criteria stipulated in Annexure A.

3.4. CATEGORY D: GENERAL LEGAL ADVICE

- 3.4.1. The scope of work for this area of the law comprises of the following deliverables:
- 3.4.1.1. Advise on compliance with the PFMA, Public Procurement Act and their regulations.
 - 3.4.1.2. Provide legal support to the National Treasury in its investigation of fraud and corruption allegations in the public sector.

3.4.2. Qualifications and Experience

- 3.4.2.1. Legal field related qualifications of the identified legal practitioners.
- 3.4.2.2. Practical and related experience in general legal advice.
- 3.4.2.3. Good understanding of legislation administered by the Minister of Finance.
- 3.4.2.4. Good communication skills, writing and team ethic.
- 3.4.2.5. Working knowledge (written and spoken) of English is a requirement.

3.4.3. Submission requirements

- 3.4.3.1. List of general legal advice to demonstrate relevant experience.
 - 3.4.3.2. A partnership agreement if the legal firm is bidding as a partnership.
 - 3.4.3.3. Curriculum vitae and copies of qualifications of the identified legal practitioners demonstrating the experience, competence in general legal advice.
 - 3.4.3.4. Signed and verifiable reference letters from at least four (4) current/recent (not older than 36 months) clients to whom legal services are/were provided in this category. The references must be on the client's letterhead and the duration of such specific attorney/client relationship, a brief description of the legal services that are/were being provided by the bidder to such client, as well as the level of client satisfaction.
- 3.4.4. Bid proposals under this category will be evaluated strictly in accordance with the technical evaluation criteria stipulated in Annexure A.

4. SPECIAL TERMS AND CONDITIONS

NT008-2025: TERMS OF REFERENCE FOR THE APPOINTMENT OF A PANEL OF DOMESTIC LEGAL EXPERTS FOR THE NATIONAL TREASURY FOR A PERIOD OF THREE (3) YEARS

This RFP is subject to the following special terms and conditions:

- 4.1. The appointment of a successful bidder to the panel of the National Treasury will be for a fixed term of three (3) years.
- 4.2. Each successful bidder shall be required to sign a Master Service Agreement after the appointment. Other than recording the category or field of law which the successful bidder has been appointed for, the Master Service Agreement will set out the terms and conditions to govern how any future work or services will be regulated. One of the frameworks to be included in the Master Service Agreement is a framework to regulate imposition of penalty on the service provider for poor performance.
- 4.3. If the National Treasury and the successful bidder do not reach consensus on the Master Service Agreement, the said firm will cease to be on the Panel of firms of Legal Practitioners with immediate effect.
- 4.4. The successful bidder will be requested to provide services as and when required following a request for quotation process. While the National Treasury will use reasonable endeavours to achieve a fair allocation of work to the panel members, the successful bidder acknowledges that their appointment to the panel does not guarantee allocation of work.
- 4.5. The National Treasury may, in its sole discretion, instruct a matter or any part thereof to more than one successful bidder.
- 4.6. Service delivery levels and quality of work will be a critical factor for further and/or continuation of allocation work to a successful bidder.
- 4.7. The National Treasury reserves the right to verify with the relevant professional regulatory bodies if a bidder is in good standing. If a bidder is found not to be in good standing, that bidder shall be disqualified from the tender process.
- 4.8. Notwithstanding the establishment of a panel of law firms, the National Treasury reserves the right to procure the provision of legal services from any legal practitioner or law firm outside the panel in accordance with applicable laws.

5. EVALUATION CRITERIA

5.1. Stage 1: Administrative compliance phase

Bidders to ensure that the following submission requirements are included in their bids:

- 5.1.1. Duly completed and signed Standard Bidding Documents.
- 5.1.2. Determine whether any government employee participated in the bidding process.
- 5.1.3. Central Supplier Database (CSD) number/report for verification of tax compliance status.
- 5.1.4. Bidder technical proposal cover page, clearly indicating the categories the bidder will be tendering for.
- 5.1.5. Response to Technical Requirements (Category A - D).
- 5.1.6. Copies of the relevant tertiary qualifications from a recognised institution in line with area of expertise (where applicable). The National Treasury reserves the right to request certified copies of qualifications after the closing date of the bid.
- 5.1.7. All international qualifications must be accompanied by South African Qualifications Authority (SAQA) accreditation. The National Treasury reserves the right to verify SAQA accreditation after the closing date of the bid.
- 5.1.8. Information in the CVs of the legal practitioners in the evaluation criteria to include relevant experience in the chosen area of expertise demonstrating the required competency.
- 5.1.9. CV's of the legal practitioners to be submitted using **ONLY** the CV Template in **Annexure B**.
- 5.1.10. Only three (3) CVs will be evaluated per category/sub-category. In the event that more than three (3) CVs are submitted, only the first three CVs will be evaluated.
- 5.1.11. Signed and verifiable reference letters or testimonials in the letterhead of the client per category/sub-category.

- 5.1.12. Relevant Programmes/Projects completed or in progress by the bidder. Specify the role the bidder played in the listed projects/assignments. (CV / information per category).
- 5.1.13. Submit a valid letter of good standing with the relevant professional body (e.g. Legal Practice Council).
- 5.1.14. Only law firms registered with the Legal Practice Council with proven experience in each category may submit their proposals. Valid Proof of registration must be submitted.
- 5.1.15. Bidders to submit valid copies of valid Fidelity Fund Certificate/s for the Lead Legal Practitioner (Partner, Director or Sole Legal Practitioner).

5.2. Stage 2: Mandatory Compliance

Failure to comply with the following mandatory requirements will result in automatic disqualification, and the bidder will not be considered for further evaluation on the functionality requirements:

- 5.2.1. The bidder must be registered with the Legal Practice Council/Law Society. Bidders to submit valid documentary proof of their registration with the Legal Practice Council/Law Society.
- 5.2.2. The bidder must be in a good standing with the Legal Practice Council/Law Society. The bidder to provide a valid letter of good standing from the Legal Practice Council/Law Society.
- 5.2.3. The bidder must be admitted attorneys/legal practitioners. The bidder to provide, at a minimum, Bachelor of Laws qualification/certificates and admission certificates of all admitted legal practitioners submitted as part of the bid.
- 5.2.4. In the case of a Joint Venture, Consortium, Trust, or Partnership a Valid Tax Clearance Certificate and/or SARS issued pin code for both companies must be submitted (which will be verified).
- 5.2.5. In the case of a Joint Venture, Consortium, Trust, or Partnership, a signed Teaming Agreement must be submitted.
- 5.2.6. In the case of a Joint Venture, Consortium, Trust, or Partnership, either a Consolidated or separate Central Supplier Database Registration (CSD) for each participating company is required.
- 5.2.7. The bidder must have valid professional indemnity cover.
- 5.2.8. Proof of registration on the CSD
- 5.2.9. Any person who is employed by the state will not be considered.
- 5.2.10. Non-submission of a technical proposal.

5.3. Stage 3: Technical Evaluation

- 5.3.1. Only bidders that have met the mandatory requirements will be evaluated for functionality.
- 5.3.2. Bid proposals will be evaluated strictly in accordance with the technical evaluation criteria stipulated in Annexures A. Bid proposals will be evaluated for functionality and only those who meet the minimum threshold of 70% on selected categories will qualify for appointment onto the panel.

ANNEXURE A: TECHNICAL EVALUATION CRITERIA

NT008-2025: TERMS OF REFERENCE FOR THE APPOINTMENT OF A PANEL OF DOMESTIC LEGAL EXPERTS FOR THE NATIONAL TREASURY FOR A PERIOD OF THREE (3) YEARS

Bidders' technical proposals will be evaluated in accordance with the evaluation criteria below. Only bidders who have met the threshold of 70% per respective category for technical evaluation will be appointed onto the Panel.

CATEGORIES A TO D			
Criteria	Scoring values	Weight (%)	Bidders must submit the following information/evidence
1.1 LAW FIRM EXPERIENCE			
The criterion includes the law firm's years of experience and its field or area of expertise.			
More than 20 years of experience.	5 = Excellent	15	Law firm to provide proof from the Legal Practice Council, its profile and reference letters to verify its years of experience.
Between 10 to 20 years of experience.	4 = Very Good		
Between 5 to 10 years of experience.	3 = Good		
Between 3 to 5 years of experience.	2 = Average		
Less than 3 years of experience.	1= Poor		
1.2(A) LEAD LEGAL PRACTITIONER QUALIFICATIONS (PARTNER, DIRECTOR AND SOLE PRACTITIONER)			
The criterion includes the lead legal practitioner's academic qualifications.			
A minimum of a Bachelor of Laws (LLB) degree or any related field. Plus, Admitted Attorney	5= Doctoral degree (NQF 10) or higher	20	Law firm to submit copies of valid certificates to verify academic qualifications.
	4= Master's degree (NQF 9)		
	3= Bachelor Degree/ Honours Degree or Post Graduate Diploma (NQF 8)		
	2 = Bachelors' Degree/ Advance Diploma (NQF 7)		
	1 = National Diploma/(NQF6) or less		
(B) LEAD LEGAL PRACTITIONER EXPERIENCE (PARTNER, DIRECTOR AND SOLE PRACTITIONER)			
The criterion includes the lead legal practitioner's years of post-article experience and track record.			
The Lead Legal Practitioner has over 15 years of post-article experience in the respective field.	5 = Excellent	20	Bidders must submit detailed CV of the proposed Lead Legal Practitioner using CV Template in Annexure B, per category/sub-category that specifically
The Lead Legal Practitioner has between 11 – 14 years of post-article experience in the respective field.	4 = Very Good		
The Lead Legal Practitioner has between 7 – 10 years of post-article experience in the respective field.	3 = Good		
The Lead Legal Practitioner has between 3 – 6 years of post-article experience in the respective field.	2 = Average		

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The Lead Legal Practitioner has less than 3 years of post-article experience in the respective field.	1= Poor		indicates the number of years (post-article) experience) as well as a track record of the transactions/projects.
1.3(A) LEGAL PRACTITIONER QUALIFICATIONS (SENIOR ASSOCIATE)			
The criterion includes the lead legal practitioner's academic qualifications.			
A minimum of a Bachelor of Laws (LLB) degree or any related field. Plus, Admitted Attorney	5= Doctoral degree(NQF 10) or higher	10	Law firm to submit copies of valid certificates to verify academic qualifications.
	4= Master's degree (NQF 9)		
	3= Bachelor Degree/ Honours Degree or Post Graduate Diploma (NQF 8)		
	2 = Bachelors' Degree/ Advance Diploma (NQF 7)		
	1 = National Diploma/(NQF6) or less		
(B) LEGAL PRACTITIONER EXPERIENCE (SENIOR ASSOCIATE)			
The criterion includes the legal practitioner's years of post-article experience and track record.			
The Legal Practitioner has over 5 years of post-article experience in the respective field.	5 = Excellent	5	Bidders must submit detailed CV of the proposed Legal Practitioner using CV Template in Annexure B, per category/sub-category that specifically indicates the number of years (post-article) experience) as well as a track record of the transactions/projects.
The Legal Practitioner has between 4 – 5 years of post-article experience in the respective field.	4 = Very Good		
The Legal Practitioner has between 3 – 4 years of post-article experience in the respective field.	3 = Good		
The Legal Practitioner has between 2 – 3 years of post-article experience in the respective field.	2 = Average		
The Legal Practitioner has less than 2 years of post-article experience in the respective field.	1= Poor		
1.4(A) LEGAL PRACTITIONER QUALIFICATIONS (ASSOCIATE)			
The criterion includes the legal practitioner's academic qualifications.			
A minimum of a Bachelor of Laws (LLB) degree or any related field. Plus, Admitted Attorney	5= Doctoral degree (NQF 10) or higher	5	Law firm to submit copies of valid certificates to verify
	4= Master's degree (NQF 9)		

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	3= Bachelor Degree/ Honours Degree or Post Graduate Diploma (NQF 8)		academic qualifications.
	2 = Bachelors' Degree/ Advance Diploma (NQF 7)		
	1 = National Diploma/(NQF6) or less		
(B) LEGAL PRACTITIONER EXPERIENCE (ASSOCIATE)			
The criterion includes the legal practitioner's years of post-article experience and track record.			
The Legal Practitioner has over 4 years of post-article experience in the respective field.	5 = Excellent	5	Bidders must submit detailed CV of the proposed Legal Practitioner using CV Template in Annexure B, per category/sub-category that specifically indicates the number of years (post-article) experience) as well as a track record of the transactions/projects.
The Legal Practitioner has between 3 – 4 years of post-article experience in the respective field.	4 = Very Good		
The Legal Practitioner has between 2 – 3 years of post-article experience in the respective field.	3 = Good		
The Legal Practitioner has between 1 – 2 years of post-article experience in the respective field.	2 = Average		
The Legal Practitioner has less than 1 year of post-article experience in the respective field.	1= Poor		
1.5 METHODOLOGY			
This criterion includes (but not limited to) understanding of the approach, communication strategy, resources allocated, risk management strategy and quality assurance, to be followed in respect of the scope of work.			
The methodology demonstrates all strategies listed in paragraphs (a) to (e) herein.	5 = Excellent	5	Methodology to include: (a) Approach – the bidder's strategy for addressing each allocated task and the corresponding action plan. (b) Communication – The bidder must identify a primary point of contact and specify the proposed frequency and methods of communication
The methodology demonstrates 4 of 5 strategies listed in paragraphs (a) to (e) herein.	4 = Very Good		
The methodology demonstrates 3 of 5 strategies listed in paragraphs (a) to (e) herein.	3 = Good		
The methodology demonstrates 2 of 5 strategies listed in paragraphs (a) to (e) herein.	2 = Average		
The methodology demonstrates 1 of 5 strategies listed in paragraphs (a) to (e) herein.	1= Poor		

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			<p>n with the National Treasury</p> <p>(c) Resources – the percentage of work allocation and percentage of availability for each resource.</p> <p>(d) Risk management – the methodology the bidder will employ to identify, assess and mitigate risks in an allocated task.</p> <p>(e) Quality Assurance – the methods a bidder will employ to ensure work quality.</p>
1.6 CLIENT REFERENCES			
8 or more signed and verifiable reference letters provided, reflecting all items and discussed in detail.	5 = Excellent	15	<p>Bidders must provide signed and verifiable references/testimonials from current/recent (not older than 60 months) clients to whom legal services are/were provided in the respective field. The aforesaid references must be on the client's letterhead and the duration of such specific attorney/client relationship, a brief description of the legal services that are/were being provided by the Bidder to such</p>
6 to 7 signed and verifiable reference letters provided, reflecting all items and discussed in detail.	4 = Very Good		
4 to 5 signed and verifiable reference letters provided, reflecting all items and discussed in detail.	3 = Good		
2 to 3 signed and verifiable reference letters provided, reflecting all items and discussed in detail.	2 = Average		
Less than 2 signed and verifiable references provided, reflecting all items and discussed in detail.	1= Poor		

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			client, as well as the level of client satisfaction. NB: Reference letters/testimonial not reflecting all the required information will be allocated the lowest score
MAXIMUM POINTS		100	
TECHNICAL THRESHOLD		70	

6. SPECIFIC GOALS

For the purposes of this tender, the tenderer will be allocated points based on the goals stated and should be supported by proof / documentation stated in Table 3 below. Specific goals for the tender and points to be claimed are indicated in the table below:

PREFERENCE POINTS IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

- 6.1 In terms of Preferential Procurement Regulations, 2022, Regulation 4(1) the applicable Preference Point System for this tender is 80/20, Price (80), and Specific Goals (20). In terms of Regulation 4(2-4) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. The bidder must provide the relevant proof/ required documents for each preference point system indicated.
- 6.2 Specific Goals. The bidder will be allocated points based on the goals stated below and should be supported by proof/ documentation stated in Table 3 below.

Table 3: Specific goals for the tender and points claimed are indicated per the table below:

No.	The specific goals allocated points in terms of this tender	Score	Required proof/documents to be submitted for evaluation process
1	The company owned by women <ul style="list-style-type: none"> 100% company owned by people who are women = 10 points 75% - 99% company owned by people who are women = 8 points 60% - 74% company owned by people who are women = 6 points 	10	Proof of claim as declared on SBD 6.1 (one or more of the following will be used verifying the tenderer's status: <ul style="list-style-type: none"> Company Registration Certification/document (CIPC) Company Shareholders certificate Certified identification documentation of company director/s CSD report/ CSD registration number (MAAA number)

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	<ul style="list-style-type: none"> • 51%- 59% company owned by people who are women = 3 point • 0 - 50% company owned by people who are women = 0 point 		<ul style="list-style-type: none"> • BBBEE Certificate of the tendering company. • Consolidated B-BBEE certificated if the tendering company is a Consortium, Joint Venture, or Trust (Issued by verification agency accredited by the South African Accreditation System). • Agreement for a Consortium, Joint Venture, or Trust.
	<p>The company owned by Historically Disadvantaged Individuals (HDI) (Black).</p> <ul style="list-style-type: none"> • 100% company owned by people who are Black (HDI) = 10 points • 75% - 99% company owned by people who are Black (HDI) = 8 points • 60% - 74% company owned by people who are Black (HDI) = 6 points • 51%- 59% company owned by people who are Black (HDI) = 3 point • 0 - 50% company owned by people who are Black (HDI) = 0 point 	10	

NB: Points will be allocated based on % ownership of the Company (Please attach proof/ required documents).

Failure to submit the required proof will lead to a zero (0) status level for non-compliant service providers. The points scored by a bidder in respect of the points indicated above will be added to the points scored for price. Only a bidder who has completed and signed the declaration part of the preference claim form will be considered. National Treasury may, before a bid is adjudicated or at any time, require a bidder to substantiate claims made regarding the required proof. A trust, consortium, or joint venture will qualify for points as a legal entity, provided that the entity submits the required proof.



national treasury

Department:
National Treasury
REPUBLIC OF SOUTH AFRICA

ANNEXURE A: TECHNICAL PROPOSAL COVER PAGE

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Bidder Name:

Category	Kindly indicate the category (x)	Name(s) of resource(s)
Category A: Financial/Capital Markets Law		
Sub-category A1: Domestic and international capital markets and retail savings bonds		
Sub-category A2: Multilateral development banks and international development finance institution		
Sub-category A3: Listing of funding programmes at exchanges		
Sub-category A4: Islamic Law		
Category B: Legislative Drafting		
Category C: Commercial Law		
Category D: General Legal Advice		



Special Conditions of Contract

NT008-2025

**APPOINTMENT OF A PANEL OF DOMESTIC LEGAL EXPERTS FOR THE NATIONAL
TREASURY FOR A PERIOD OF THREE (3) YEARS**

CLOSING DATE: 21 JULY 2025 AT 11:00 AM

VALIDITY PERIOD: 90 DAYS

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

A LEGISLATIVE AND REGULATORY FRAMEWORK

This bid and all contracts 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), Preferential Procurement Policy Framework Act (PPPFA), NT SCM policy and any other applicable legislation. The Special Conditions of Contract are supplementary to that of the General Conditions of Contract. Where, however, the Special Conditions of Contract are against the General Conditions of Contract, the Special Conditions of Contract takes precedence.

B. EVALUATION PROCESS AND CRITERIA

1. EVALUATION PROCESS

- 1.1. All bids will be evaluated in terms of functionality and preference point system which comprises of the following:

1.1.1 Phase 1A: Initial screening process

- a) In terms of National Treasury Instruction No. 4A of 2016/2017 regarding the National Central Supplier Database (CSD), all bidders must register on the CSD to provide the following information to be verified through the CSD:

- Business registration, including details of directorship and membership.
- Bank Account holder information.
- In the service of the State status.
- Tax compliance status.
- Identity number.
- Tender default and restriction status; and
- Any additional and supplementary verification information communicated by National Treasury.

b) Administrative compliance

Duly completed and signed.

- Invitation to bid – SBD 1
- Pricing schedule SBD 3.3
- Declaration of interest–SBD 4
- Preference Point Claim Form – SBD 6.1
- Provide ID copies for all managing Directors.
- CIPC

1.1.2 Phase 1B: Functionality evaluation as per attached Terms of Reference

- Bids will be evaluated strictly according to the bid evaluation criteria stipulated in the terms of reference.
- Bidders must, as part of their bid documents, submit supportive documentation for all technical requirements as indicated hereunder. The panel responsible for scoring the respective bids will evaluate and score all bids based on their submissions and the information provided.
- Bidders will not rate themselves but need to ensure that all information is supplied as required. The Bid Evaluation Committee (BEC) will evaluate and score all responsive bids and will verify all documents submitted by the bidders.
- The panel members will individually evaluate the responses received against the following criteria as set out below:
- Individual value scores will be multiplied with the specified weighting for the criterion to obtain the marks scored for all elements. These marks will be added and expressed as a fraction of the best possible score for all criteria.
- The technical proposal will be scored out of 100 points, with a minimum threshold of 70% required. Bidders that do not meet the minimum functionality threshold of 70% on selected categories will not qualify for appointment onto the panel. Bidders will be evaluated on the functionality evaluation criteria in a table below:

Table 1: Summary of functional/Technical Evaluation Criteria

CATEGORIES A TO D			
Criteria	Scoring values	Weight (%)	Bidders must submit the following information/evidence
1.1 LAW FIRM EXPERIENCE			
The criterion includes the law firm's years of experience and its field or area of expertise.			
More than 20 years of experience.	5 = Excellent	15	Law firm to provide proof from the Legal Practice Council, its profile and reference letters to verify its years of experience.
Between 10 to 20 years of experience.	4 = Very Good		
Between 5 to 10 years of experience.	3 = Good		
Between 3 to 5 years of experience.	2 = Average		
Less than 3 years of experience.	1= Poor		
1.2(A) LEAD LEGAL PRACTITIONER QUALIFICATIONS (PARTNER, DIRECTOR AND SOLE PRACTITIONER)			
The criterion includes the lead legal practitioner's academic qualifications.			
A minimum of a Bachelor of Laws (LLB) degree or any related field. Plus, Admitted Attorney	5= Doctoral degree (NQF 10) or higher	20	Law firm to submit copies of valid certificates to verify academic qualifications.
	4= Master's degree (NQF 9)		
	3= Bachelor Degree/ Honours Degree or Post Graduate Diploma (NQF 8)		
	2 = Bachelors' Degree/ Advance Diploma (NQF 7)		
	1 = National Diploma/(NQF6) or less		
(B) LEAD LEGAL PRACTITIONER EXPERIENCE (PARTNER, DIRECTOR AND SOLE PRACTITIONER)			
The criterion includes the lead legal practitioner's years of post-article experience and track record.			
The Lead Legal Practitioner has over 15 years of post-article experience in the respective field.	5 = Excellent	20	Bidders must submit detailed CV of the proposed Lead Legal Practitioner using CV Template in Annexure B, per category/sub-category that specifically indicates the number of years (post-article) experience) as well as a track record of the
The Lead Legal Practitioner has between 11 – 14 years of post-article experience in the respective field.	4 = Very Good		
The Lead Legal Practitioner has between 7 – 10 years of post-article experience in the respective field.	3 = Good		
The Lead Legal Practitioner has between 3 – 6 years of post-article experience in the respective field.	2 = Average		
The Lead Legal Practitioner has less than 3 years of post-article experience in the respective field.	1= Poor		

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			transactions/projects.
1.3(A) LEGAL PRACTITIONER QUALIFICATIONS (SENIOR ASSOCIATE)			
The criterion includes the lead legal practitioner's academic qualifications.			
A minimum of a Bachelor of Laws (LLB) degree or any related field. Plus, Admitted Attorney	5= Doctoral degree(NQF 10) or higher	10	Law firm to submit copies of valid certificates to verify academic qualifications.
	4= Master's degree (NQF 9)		
	3= Bachelor Degree/ Honours Degree or Post Graduate Diploma (NQF 8)		
	2 = Bachelors' Degree/ Advance Diploma (NQF 7)		
	1 = National Diploma/(NQF6) or less		
(B) LEGAL PRACTITIONER EXPERIENCE (SENIOR ASSOCIATE)			
The criterion includes the legal practitioner's years of post-article experience and track record.			
The Legal Practitioner has over 5 years of post-article experience in the respective field.	5 = Excellent	5	Bidders must submit detailed CV of the proposed Legal Practitioner using CV Template in Annexure B, per category/sub-category that specifically indicates the number of years (post-article) experience) as well as a track record of the transactions/projects.
The Legal Practitioner has between 4 – 5 years of post-article experience in the respective field.	4 = Very Good		
The Legal Practitioner has between 3 – 4 years of post-article experience in the respective field.	3 = Good		
The Legal Practitioner has between 2 – 3 years of post-article experience in the respective field.	2 = Average		
The Legal Practitioner has less than 2 years of post-article experience in the respective field.	1= Poor		
1.4(A) LEGAL PRACTITIONER QUALIFICATIONS (ASSOCIATE)			
The criterion includes the legal practitioner's academic qualifications.			
A minimum of a Bachelor of Laws (LLB) degree or any related field. Plus, Admitted Attorney	5= Doctoral degree (NQF 10) or higher	5	Law firm to submit copies of valid certificates to verify academic qualifications.
	4= Master's degree (NQF 9)		
	3= Bachelor Degree/ Honours Degree or Post Graduate Diploma (NQF 8)		
	2 = Bachelors' Degree/ Advance Diploma (NQF 7)		

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	1 = National Diploma/(NQF6) or less		
(B) LEGAL PRACTITIONER EXPERIENCE (ASSOCIATE)			
The criterion includes the legal practitioner's years of post-article experience and track record.			
The Legal Practitioner has over 4 years of post-article experience in the respective field.	5 = Excellent	5	Bidders must submit detailed CV of the proposed Legal Practitioner using CV Template in Annexure B, per category/sub-category that specifically indicates the number of years (post-article) experience) as well as a track record of the transactions/projects.
The Legal Practitioner has between 3 – 4 years of post-article experience in the respective field.	4 = Very Good		
The Legal Practitioner has between 2 – 3 years of post-article experience in the respective field.	3 = Good		
The Legal Practitioner has between 1 – 2 years of post-article experience in the respective field.	2 = Average		
The Legal Practitioner has less than 1 year of post-article experience in the respective field.	1= Poor		
1.5 METHODOLOGY			
This criterion includes (but not limited to) understanding of the approach, communication strategy, resources allocated, risk management strategy and quality assurance, to be followed in respect of the scope of work.			
The methodology demonstrates all strategies listed in paragraphs (a) to (e) herein.	5 = Excellent	5	Methodology to include: (a) Approach – the bidder's strategy for addressing each allocated task and the corresponding action plan. (b) Communication – The bidder must identify a primary point of contact and specify the proposed frequency and methods of communication with the National Treasury (c) Resources – the percentage of work allocation and percentage of availability for each resource.
The methodology demonstrates 4 of 5 strategies listed in paragraphs (a) to (e) herein.	4 = Very Good		
The methodology demonstrates 3 of 5 strategies listed in paragraphs (a) to (e) herein.	3 = Good		
The methodology demonstrates 2 of 5 strategies listed in paragraphs (a) to (e) herein.	2 = Average		
The methodology demonstrates 1 of 5 strategies listed in paragraphs (a) to (e) herein.	1= Poor		

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			<p>(d) Risk management – the methodology the bidder will employ to identify, assess and mitigate risks in an allocated task.</p> <p>(e) Quality Assurance – the methods a bidder will employ to ensure work quality.</p>
1.6 CLIENT REFERENCES			
8 or more signed and verifiable reference letters provided, reflecting all items and discussed in detail.	5 = Excellent	15	<p>Bidders must provide signed and verifiable references/testimonials from current/recent (not older than 60 months) clients to whom legal services are/were provided in the respective field. The aforesaid references must be on the client's letterhead and the duration of such specific attorney/client relationship, a brief description of the legal services that are/were being provided by the Bidder to such client, as well as the level of client satisfaction.</p> <p>NB:</p> <p>Reference letters/testimonials not reflecting all the required information will be allocated the lowest score</p>
6 to 7 signed and verifiable reference letters provided, reflecting all items and discussed in detail.	4 = Very Good		
4 to 5 signed and verifiable reference letters provided, reflecting all items and discussed in detail.	3 = Good		
2 to 3 signed and verifiable reference letters provided, reflecting all items and discussed in detail.	2 = Average		
Less than 2 signed and verifiable references provided, reflecting all items and discussed in detail.	1 = Poor		

MAXIMUM POINTS	100	
TECHNICAL THRESHOLD	70	

- Individual value scores will be multiplied with the specified weighting for the criterion to obtain the marks scored for all elements. These marks will be added and expressed as a fraction of the best possible score for all criteria. This score will be converted to a percentage and only bidders that have met or exceeded the minimum threshold of 70% during functionality will be considered part of the panel.
- The value scored for each criterion will be multiplied with the specified weighting for the relevant criterion to obtain the marks scored for each criterion. These marks will be added and expressed as a fraction of the best possible score for all criteria.

TERMS AND CONDITIONS

- Successful bidder(s) must be able to commence work as soon as the letter of appointment is issued.
- National Treasury reserves the right to screen and vet shortlisted service providers before appointment.
- The appointment of a successful bidder to the panel of the National Treasury will be for a fixed term of three (3) years.
- Each successful bidder shall be required to sign a Master Service Agreement after the appointment. Other than recording the category or field of law which the successful bidder has been appointed for, the Master Service Agreement will set out the terms and conditions to govern how any future work or services will be regulated. One of the frameworks to be included in the Master Service Agreement is a framework to regulate imposition of penalty on the service provider for poor performance.
- If the National Treasury and the successful bidder do not reach consensus on the Master Service Agreement, the said firm will cease to be on the Panel of firms of Legal Practitioners with immediate effect.
- The successful bidder will be requested to provide services as and when required following a request for quotation process. While the National Treasury will use reasonable endeavours to achieve a fair allocation of work to the panel members, the successful bidder acknowledges that their appointment to the panel does not guarantee allocation of work.
- The National Treasury may, in its sole discretion, instruct a matter or any part thereof to more than one successful bidder.
- Service delivery levels and quality of work will be a critical factor for further and/or continuation of allocation work to a successful bidder.

- The National Treasury reserves the right to verify with the relevant professional regulatory bodies if a bidder is in good standing. If a bidder is found not to be in good standing, that bidder shall be disqualified from the tender process.
- Notwithstanding the establishment of a panel of law firms, the National Treasury reserves the right to procure the provision of legal services from any legal practitioner or law firm outside the panel in accordance with applicable laws.
- National Treasury reserves the right to communicate with the service providers pertaining to information submitted on the closing date and time.

2. EVALUATION CRITERIA

- a) In terms of regulation 4 (1) of the Preferential Procurement Regulations pertaining to the Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000), responsive bids will be adjudicated by the State on the 80/20-preference point for Specific goals in terms of which points are awarded to bidders on the basis of:
- The bid price (maximum 80 points)
 - Specific goals (maximum 20 points)
- b) The following formula will be used to calculate the points for price in respect of bidders with a Rand value up to R50 000 000:

$$P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

Where

P_s = Points scored for price of tender under consideration;

P_t = Price of tender under consideration; and

P_{\min} = Price of lowest acceptable tender.

A maximum of 20 points may be awarded to a tenderer for the specific goals specified for the tender. The points scored for the specific goal must be added to the points scored for price and the total must be rounded off to the nearest two decimal places. Subject to section 2(1)(f) of the Act, the contract must be awarded to the tenderer scoring the highest points.

- c. The State reserves the right to arrange contracts with more than one contractor.

2.1 POINTS

The Preferential Procurement Regulations 2022 were gazetted on 4 November 2022 (No. 47452) with effect from 16 January 2023. The 80/20 preference points systems will be applied in accordance with the formula and applicable points provided for in the respective status level contributor tables in the Regulations.

Note to organs of state: 80/20 preference point system is applicable, corresponding points must also be indicated as such.

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

Table 2: Specific Goals Criteria

#	Specific goals	Score	Required proof/documents to be submitted for evaluation purposes
1.	<p>The company owned by women</p> <ul style="list-style-type: none"> • 100% company owned by people who are women = 10 points • 75% - 99% company owned by people who are women = 8 points • 60% - 74% company owned by people who are women = 6 points • 51%- 59% company owned by people who are women = 3 point • 0 - 50% company owned by people who are women = 0 point 	10 points	<p>Proof of claim as declared on SBD 6.1 (one or more of the following will be used verifying the tenderer's status:</p> <ul style="list-style-type: none"> • Company Registration Certification/document (CIPC) • Company Shareholders certificate • Certified identification documentation of company director/s • CSD report/ CSD registration number (MAAA number) • BBBEE Certificate of the tendering company. • Consolidated B-BBEE certificated if the tendering company is a Consortium, Joint Venture, or Trust (Issued by verification agency accredited by the South African Accreditation System). • Agreement for a Consortium, Joint Venture, or Trust.
2.	<p>The company owned by Historically Disadvantaged Individuals (HDI) (Black).</p> <ul style="list-style-type: none"> • 100% company owned by people who are Black (HDI) = 10 points • 75% - 99% company owned by people who are Black (HDI) = 8 points • 60% - 74% company owned by people who are Black (HDI) = 6 points • 51%- 59% company owned by people who are Black (HDI) = 3 point • 0 - 50% company owned by people who are Black (HDI) = 0 point 	10 points	

***NB: Points will be allocated based on % ownership to the Company (main tendering entity). Please attach proof/ required documents.**

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

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

- a) The points scored by a bidder in respect of points indicated above will be added to the points scored for price.
- b) Bidders are requested to complete the various specific goals forms in order to claim points.
- c) Only a bidder who has completed and signed the declaration part of the preference claim form will be considered for specific goals.
- d) The National Treasury may, before a bid is adjudicated or at any time, require a bidder to substantiate claims made with regard to their specific goals.
- e) Points scored will be rounded off to the nearest 2 decimals.
- f) In the event that two or more bids have scored equal total points, the contract will be awarded to the bidder scoring the highest number of points for the bid. Should two or more bids be equal in all respects, the award shall be decided by drawing of lots.
- g) A contract may, on reasonable and justifiable grounds, be awarded to a bid that did not score the highest number of points.

3. MANDATORY REQUIREMENTS

3.1 Failure to comply with the following mandatory requirements will result in automatic disqualification, and the bidder will not be considered for further evaluation on the functionality requirements:

- a. The bidder must be registered with the Legal Practice Council/Law Society. Bidders to submit valid documentary proof of their registration with the Legal Practice Council/Law Society.
- b. The bidder must be in a good standing with the Legal Practice Council/Law Society. The bidder to provide letter of good standing from the Legal Practice Council/Law Society.
- c. The bidder must have admitted attorneys/legal practitioners. The bidder to provide, at a minimum, Bachelor of Laws certificates and admission certificates of all admitted legal practitioners submitted as part of the bid.
- d. In the case of a Joint Venture, Consortium, Trust, or Partnership a Valid Tax Clearance Certificate and/or SARS issued pin code for both companies must be submitted (which will be verified).
- e. In the case of a Joint Venture, Consortium, Trust, or Partnership, a signed teaming agreement must be submitted.

- f. In the case of a Joint Venture, Consortium, Trust, or Partnership, either a Consolidated or separate Central Supplier Database Registration (CSD) for each participating company is required.
- g. The bidder must have valid professional indemnity cover.
- h. Proof of registration on the CSD
- i. Any person who is employed by the state will not be considered.
- j. Non-submission of a technical proposal.

4. TAX COMPLIANCE STATUS

Bids received from bidders with a non-compliant tax status may be disqualified with failure to update the Tax Status within 7 days.

5. VALUE ADDED TAX

All bid prices must be inclusive of 15% Value-Added Tax where applicable.

6. CLIENT BASE

National Treasury reserves the right to contact references during the evaluation and adjudication process to obtain information.

7. LEGAL IMPLICATIONS

Successful service providers will enter into a service level agreement with National Treasury

8. COMMUNICATION

National Treasury may communicate with bidders for, among others, where bid clarity is sought, to obtain information or to extend the validity period. Any communication either by letter or electronic mail or any other form of correspondence to any government official, department or representative of a testing institution or a person acting in an advisory capacity for the National Treasury in respect of this bid between the closing date and the award of the bid by the bidder is prohibited.

9. SUBMISSION OF BIDS

9.1 ONLINE BID SUBMISSION

- 9.1.1 Bidders must submit their bids online through the e-Tender Publication portal.
- 9.1.2 Manual or hardcopy bids are **NOT** acceptable.
- 9.1.3 The online e-Tender publication portal can be accessed on the following link:
<https://www.etenders.gov.za/>
- 9.1.4 The link for online bid submission tutorial is attached as <https://youtu.be/B7pNseNJYHM>
- 9.1.5 Bidders must ensure that bids are uploaded onto the system by the stipulated date and time.
- 9.1.6 If a bid is late and or loaded incorrectly by the closing date, it will not be accepted and receive further consideration.
- 9.1.7 Bidders are required to ensure that electronic bid submissions are done at least a day before the closing date to prevent issues which they may encounter due to their internet speed, bandwidth, or the size of the number of uploads they are submitting. National Treasury will not be held liable for any challenges experienced by bidders as a result of their technical challenges. Please do not wait for the last hour to submit. Queries sent on the closing date will not be considered, queries should be sent at least a day before the closing date to prevent issues of not receiving assistance and National Treasury will not be held liable resulting in non-submission.
- 9.1.8 Bidders to adhere to all the rules for the online bid submission.

10. LATE BIDS

Bids received after the closing date and time will **NOT** be accepted for consideration.

11. COUNTER CONDITIONS

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

12. PROHIBITION OF RESTRICTIVE PRACTICES

- a. 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 a contractor(s) was/were involved in:
 - directly or indirectly fixing a purchase or selling price or any other trading condition;
 - dividing markets by allocating customers, suppliers, territories or specific types of goods or services; or
 - collusive bidding.

- b. 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.

13. FRONTING

- a. The National Treasury 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 National Treasury condemns any form of fronting.

The National Treasury, 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 an 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 the National Treasury may have against the bidder/contractor concerned.

14. TIMEFRAMES AND FORMAL CONTRACT

Successful bidder(s) will enter into a formal contract with the National Treasury.

15.1 FUNCTIONALITY/TECHNICAL PROPOSAL

Bid No: **NT008-2025:**

Description: APPOINTMENT OF A PANEL OF DOMESTIC LEGAL EXPERTS FOR THE NATIONAL TREASURY FOR A PERIOD OF THREE (3) YEARS

Bid closing date and time: **21 JULY 2025 AT 11H00AM**

15.2 PRICE/ FINANCIAL PROPOSAL

NT008-2025: APPOINTMENT OF A PANEL OF DOMESTIC LEGAL EXPERTS FOR THE NATIONAL TREASURY FOR A PERIOD OF THREE (3) YEARS

Bid No: **NT008-2025**

Description: APPOINTMENT OF A PANEL OF DOMESTIC LEGAL EXPERTS FOR THE NATIONAL TREASURY FOR A PERIOD OF THREE (3) YEARS

Closing date and time: **21 JULY 2025 AT 11H00AM**

17. CONTACT DETAILS

Physical address: 40 Church Street, Pretoria

For General enquiries: NTAdministrativeTenders@Treasury.gov.za

PRICING SCHEDULE
(Professional Services)

NAME OF BIDDER: BID NO: NT008-2025

CLOSING TIME 11:00 AM ON 21 JULY 2025

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

ITEM NO	DESCRIPTION	BID PRICE IN RSA CURRENCY INCLUSIVE OF <u>VALUE ADDED TAX</u>
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APPOINTMENT OF A PANEL OF DOMESTIC LEGAL EXPERTS FOR THE NATIONAL TREASURY FOR A PERIOD OF THREE (3) YEARS

Services must be quoted in accordance with the attached terms of reference.

Total cost of the assignment (R inclusive VAT)

R.....

NB: Bidders are also advised to indicate a total cost breakdown for this assignment.

The financial proposal for this assignment should cover for all assignment activities and outputs enumerated above.

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 for, for example consumer price index.

Any enquiries regarding bidding procedures may be directed to –

Department: National Treasury

Any enquiries regarding technical enquiries may be directed to –

Contact Person: NTAdministrativeTenders@Treasury.gov.za

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

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

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

Full Name	Identity Number	Name of State institution

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

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.

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.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring

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.

institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

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

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature	Date
.....
Position	Name of bidder

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

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

1. GENERAL CONDITIONS

- 1.1 The following preference point systems are applicable to invitations to tender:
- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and

1.2 **To be completed by the organ of state**

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

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

- (a) Price; and
- (b) Specific Goals.

1.4 **To be completed by the organ of state:**

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
Total points for Price and SPECIFIC GOALS	100

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

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

2. DEFINITIONS

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

- (b) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

3.1.1 THE 80/20 PREFERENCE POINT SYSTEM

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

80/20

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

Ps = Points scored for price of tender under consideration
 Pt = Price of tender under consideration
 Pmin = Price of lowest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
 - (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
 - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system, then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

The 80/20 preference point system is applicable, corresponding points must also be indicated as such.

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

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
<p>The company owned by people who are women.</p> <ul style="list-style-type: none"> • 100% company owned by people who are women = 10 points • 75% - 99% company owned by people who are women = 8 points • 60% - 74% company owned by people who are women = 6 points • 51%- 59% company owned by people who are women = 3 points • 0 - 50% company owned by people who are women = 0 point 	10 points	
<p>The company owned by Historically Disadvantaged Individuals (HDI) (Black).</p> <ul style="list-style-type: none"> • 100% company owned by people who are Black (HDI) = 10 points • 75% - 99% company owned by people who are Black (HDI) = 8 points • 60% - 74% company owned by people who are Black (HDI) = 6 points 	10 points	

<ul style="list-style-type: none"> • 51%- 59% company owned by people who are Black (HDI) = 3 point • 0 - 50% company owned by people who are Black (HDI) = 0 point 		
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DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm.....

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;

- (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
- (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
- (e) forward the matter for criminal prosecution, if deemed necessary.

.....	
SIGNATURE(S) OF TENDERER(S)	
SURNAME AND NAME:
DATE:
ADDRESS:

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.

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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 | <p>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.</p> <p>2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.</p> <p>2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.</p> |
| 3. General | <p>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.</p> <p>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</p> |
| 4. Standards | <p>4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.</p> |
| 5. Use of contract documents and information; inspection. | <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> |
| 6. Patent rights | <p>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.</p> |
| 7. Performance security | <p>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.</p> |

- 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.