international relations
& cooperation

Department:
International Relations and Cooperation
REPUBLIC OF SOUTH AFRICA

Private Bag X152, PRETORIA, 0001 • OR Tambo Bld, 460 Soutpansberg Road, Rietondale, PRETORIA, 0084
Tel: +27 (0) 12 351 1000 • www.dirco.gov.za

Reference : **DIRCO 14-2026/2027**
Enquiries : Mr HM Rakhoale; Ms E Mazibuko; Ms MB Mphahlele
Telephone : 012 351 0077/ 1395/ 0225

Sir/Madam

1. Bid No: **DIRCO 14-2026/2027**

2. **INVITATION TO SERVICE PROVIDER/S FOR THE SUBMISSION OF BID FOR THE PROVISION OF LEGAL PROJECT MANAGEMENT SERVICES FOR A PERIOD OF THREE (3) YEARS,** Required at the Department of international Relations and Cooperation (OR Tambo Building)
3. **Closing date: 08 December 2026; 11 O'clock am**
4. **A compulsory virtual briefing session will be held on 19 November 2026 at 10:00am. Bidders must join a compulsory virtual briefing session using a link provided on the website where the tender is advertised.**
5. The attached documents consist of this cover page and the following pages. Terms of Reference, **SBD1, SBD3.1 A (YEAR 1), SBD3.1 B (YEAR 2), SBD3.1 C (YEAR 3), SBD3.1 D (CONSOLIDATION), SBD4, SBD6.1, and General Conditions of Contract.**
6. All documents accompanying this bid invitation must be completed in detail where applicable and returned with your bid.
7. Please make sure that your bid reaches this office before the closing date.
8. When submitting your bid, the following information **must** appear on the sealed envelope:

- Name and address of bidder
- DIRCO Number
- Closing date

The envelope can be placed in the bid box at DIRCO New Head office Building, 460 Soutpansberg road Rietondale Pretoria.

Non-compliance with any of **the above** conditions will result in **your bid being disqualified**.

Yours faithfully

CHIEF DIRECTOR

DATE: 05/11/2026

DEPARTMENT OF INTERNATIONAL RELATIONS AND COOPERATION

INVITATION TO SERVICE PROVIDER/S FOR THE SUBMISSION OF BID FOR THE PROVISION OF LEGAL PROJECT MANAGEMENT SERVICES FOR A PERIOD OF THREE (3) YEARS

TERMS OF REFERENCE

CLOSING DATE: 08 DECEMBER 2026 AT 11:00AM

COMPULSORY VIRTUAL BRIEFING SESSION: 19 NOVEMBER 2026 AT 10:00AM

INVITATION TO SERVICE PROVIDER/S FOR THE SUBMISSION OF BID FOR THE PROVISION OF LEGAL PROJECT MANAGEMENT SERVICES FOR A PERIOD OF THREE (3) YEARS

1. PURPOSE

1.1 The Department of International Relations and Cooperation (hereinafter referred to as "DIRCO") intends to appoint a law firm for a period of three (3) years to act as project manager for the applications brought by South Africa against Israel in terms of the Genocide Convention before the International Court of Justice (ICJ).

2. BACKGROUND

2.1 The Cabinet, at a special meeting on 08 December 2023, decided that South Africa should institute legal proceedings at the ICJ against Israel under the 1948 Genocide Convention with respect to the Israeli conduct in the present conflict in Gaza.

2.2 Accordingly, on 29 December 2023, the Government of the Republic of South Africa instituted an application before the ICJ under the 1948 Genocide Convention against the State of Israel and requested the ICJ to indicate provisional measures. The Presidency, DIRCO and the Department of Justice and Constitutional Development (DOJ&CD), acting on behalf of South Africa, appointed a team of counsel, which has been representing South Africa in the case.

3. SCOPE OF WORK

3.1 PROFESSIONAL SERVICES

3.1.1 Subject to formal approval by Government, appoint and retain existing international counsel, researchers and any other experts whose services may be required as the case progresses.

3.1.2 Manage a legal team responsible for the conduct of all aspects of the proceedings.

3.1.3 Coordinate the flow of information between the client and the legal team.

3.1.4 Provide overall management of the legal team and all its requirements. This will include liaising with experts, institutions and civil society organisations, and capturing, documenting and managing all evidence.

3.1.5 Ensuring the translation of documents and sources from Hebrew and Arabic.

3.1.6 Facilitate payment of (including vetting) invoices from international counsel, researchers, experts and others as and when required **in conjunction with other relevant Government Departments.**

3.1.7 Coordinate and manage all administrative matters related to the case, including travel arrangements.

3.1.8 Carry out cite-checking of documents prepared by counsel to ensure accuracy.

3.2 RESOURCES/TEAM REQUIRED

3.2.1 The legal project management firm will be required to work as per the agreed scope of work and timelines in line with areas of responsibilities assigned. The team must have extensive experience in handling complex international cases involving international law. The team must comprise the following level of professionals, with sufficient and appropriate relevant experience:

a. **2 X Senior Director or equivalent (minimum 10 years of experience at the level)**
b. **2 X Junior Director or equivalent (minimum 5 years of experience at the level)**
c. **1 X Senior Associate or equivalent (minimum 3 years of experience at the level)**
d. **1 X Associate or equivalent (minimum 2 years of experience at the level)**

3.2.2 The service provider may add other role players should the proposed list under 3.2.1 not be adequate to render the scope of work. The service provider must provide the list of names of the professionals to be assigned to the project and roles to be stipulated.

3.2.3 The legal project management firm must have demonstrable experience in managing litigation for large-scale projects, ideally in an international environment, relevant technical expertise, and a proven track record in delivering comparable services.

3.2.4 The total project cost containing a breakdown of costs, including daily and hourly rates (inclusive of VAT) must be provided by the service provider; all other costs, such as travel and accommodation, will be covered by the Departments. The costs related to travel, accommodation and related expenses shall not be committed without prior approval from DIRCO.

3.2.5 The service provider will be expected to provide detailed invoices with itemised billing for work undertaken and hours spent as part of responsibilities after confirmation of appointment.

3.3 Performance Management and Reporting

3.3.1 The appointed Service Provider shall establish and maintain an effective performance management framework throughout the duration of the contract. The Service Provider shall submit quarterly progress reports detailing work undertaken, milestones achieved, risks identified, mitigation measures implemented, and planned activities for the subsequent reporting period.

3.3.2 The Department shall monitor the Service Provider's performance against agreed Key Performance Indicators (KPIs), deliverables, timelines and service levels. Performance review meetings shall be conducted at intervals determined by the Department, and failure

to meet the agreed performance standards may result in the implementation of remedial measures or contract termination in accordance with the conditions of the contract.

4 VALIDITY OF PERIOD OF BID.

4.1 Validity period from date of closure: **120 days**

5 COMPULSORY VIRTUAL BRIEFING SESSION

5.1 A compulsory virtual briefing session will be held on MS teams on the **19 November 2026 at 10:00am** and the link will be shared on e-tenders and DIRCO website, interested bidders are invited to attend.

6. EVALUATION METHODOLOGY

All the BIDs received will be evaluated in the following three (3) phases (**Administrative compliance, functionality and Price**)

6.1 Phase 1: Administrative Compliance

All potential Service Providers must comply with all minimum requirements in the Administrative Compliance Phase in order to qualify for the next stage of the evaluation process. The minimum requirements which must be fully and comprehensively completed are as follows:

Table 1: Documents that must be submitted for Pre-qualification- Minimum Requirements

Document that must be submitted	Non-submission may result in disqualification	
Registration on Central Supplier Database (CSD)	YES	The Service Provider must be registered as a service provider on the Central Supplier Database (CSD). If you are not registered proceed to complete the registration of your company prior to submitting your proposal. Visit https://secure.csd.gov.za/ to obtain your vendor number.
Completed and signed Standard BID Documents SBD 1	YES	In the event the Service Provider fails to submit the completed documents at the time of submitting the proposal, a Service Provider will be requested to submit the documents within 3 days from the date of request, failure to submit the documents will disqualify the Service Provider

Completed and signed Standard BID Documents SBD 4 In case of Joint Venture arrangement, all Service Providers/members must also submit all the mandatory documents	YES	In the event the Service Provider fails to submit the completed documents at the time of submitting the proposal, a Service Provider will be requested to submit the documents within 3 days from the date of request, failure to submit the documents will disqualify the Service Provider
Completed and signed Standard BID 6.1.	No	In the event the Service Provider fails to submit the completed documents at the time of submitting the proposal, a Service Provider will be requested to submit the documents within 3 days from the date of request, Failure to submit the signed documents will not be a disqualifying factor but will result in forfeiting points on specific goals.
Tax compliance Status on CSD	YES	In the event where the Service Provider submits a hard copy of the Tax Clearance Certificate, the CSD verification outcome will take precedence. In the event the Service Provider is not tax complaint at the time of submission of the proposal, the Service Provider will be notified in writing of their non-compliance status and will be given 7 working days to submit a proof from SARS of their tax compliance status The Service Provider will be disqualified should they fail to provide written proof of their tax compliance status after 7 days of notification
Completed and signed SBD 3.1 SBD 3.1 A (Year 1) SBD 3.1 B (Year 2) SBD 3.1 C (Year 3) SBD 3.1 D (Consolidation)	YES	All bidders must complete and sign all the SBD 3.1 forms. By completing and signing all SBD 3.1 forms bidders confirm that they have quoted as per all the requirements. Failure to complete, sign and submit will lead to disqualification

Compulsory briefing session	YES	A compulsory virtual briefing session will be held on MS teams on the 19 November 2026 **at 10:00** and the link will be shared on e-tenders and DIRCO website, interested bidders are invited to attend. Failure to attend will result in disqualification
The Service Provider/s must provide the list of names of the professionals to be assigned to the project and roles to be stipulated	YES	The service provider may recommend a substitute of the same qualification and competence during the execution of the project
The Service Provider/s must provide the CVs of the professionals to be assigned to the project,	YES	The CV must include relevant academic qualifications (LL.B. or equivalent) and relevant experience (Admission as Attorney) **a. 2 X Senior Director or equivalent (minimum 10 years of experience at the level)** **b. 2 X Junior Director or equivalent (minimum 5 years of experience at the level)** **c. 1 X Senior Associate or equivalent (minimum 3 years of experience at the level)** **d. 1 X Associate or equivalent (minimum 2 years of experience at the level)**
Bidders are requested to provide a company profile demonstrating a minimum of **2 (two)** years' experience in providing legal project management services in complex international cases involving international law between States.	YES	The legal project management firm must have demonstrable experience in managing litigation for large-scale projects, ideally in an international environment, relevant technical expertise, and a proven track record in delivering comparable services.
Methodology for Case Study Submission	YES	Methodology for Case Study Submission Bidders must submit at least one case study demonstrating experience in providing legal project management

		services in complex international court cases involving one or more States. The case study should include the following: Project Overview: Brief description of the matter, including nature of the dispute, forum, duration, and key stakeholders. Scope of Services: Summary of legal project management services provided, including coordination of legal teams, management of timelines, deliverables, and reporting. Approach and Methodology: Outline of project management approach, including planning, risk management, governance, and quality assurance. Expertise and Resources: Relevant experience and qualifications of key personnel, and any specialised tools or systems used. Challenges and Solutions: Key challenges encountered and how they were addressed. Outcomes: Achievements and key measurables of the project. Relevance: Demonstration of how the experience relates to the requirements of the bid request.

NB: Any Service Provider that fails to comply with any of the above minimum requirements will be regarded as submitting a non-responsive Bid.

6.2 Phase 2: Functionality Criteria

The Bidders will be evaluated according to the Functionality criteria in the scorecard below.

Bidders must indicate their ability to do the following and to substantiate as required with supporting documentation.

	FUNCTIONALITY CRITERIA	WEIGHT
	Provide the reference/testimonial letters from a contactable existing/recent client (within past **10 (ten) years)** which are of a similar size or nature whom DIRCO may contact for additional information. Proof to be submitted in a form of contactable reference/testimonial letters. The letter must include the following to be deemed valid. • company letterhead • A brief description of the services that you provided. • contact name • address • Contact number • duration of contract • the reference/testimonial letter must be signed. **Matrix:** No testimonial = 0 points 1 testimonial = 1 point 2 testimonials = 2 points 3 testimonials = 3 points 4 testimonials = 4 points 5 or more testimonials = 5 points	20
	The bidder(s) are requested to provide a CV of **Senior Director or equivalent** detailing a minimum of **10 (ten) years)** relevant experience. **Matrix:** No information provided= 0 points CV attached with relevant experience of less than 2 year= 1 point CV attached with relevant experience of 3-4 years = 2 points CV attached with relevant experience of 5-7 years = 3 points CV attached with relevant experience of 8-9= 4 points CV attached with relevant experience of 10 or more years = 5 points	20

	FUNCTIONALITY CRITERIA	WEIGHT
	The bidder(s) are requested to provide a CV of **Junior Director or equivalent** detailing a minimum of 5 **(five) years)** relevant experience. **Matrix:** No information provided= 0 points CV attached with relevant experience of less than 1 year= 1 point CV attached with relevant experience of 2 years = 2 points CV attached with relevant experience of 3 years = 3 points CV attached with relevant experience of 4 years = 4 points CV attached with relevant experience of 5 or more years = 5 points	20
	The bidder(s) are requested to provide a CV of **Senior Associate or equivalent** detailing a minimum of 3 **(three) years)** relevant experience. **Matrix:** No information provided= 0 points CV attached with relevant experience of less than 1 year= 1 point CV attached with relevant experience of 2 years = 2 points CV attached with relevant experience of 3 years = 3 points CV attached with relevant experience of 4 years = 4 points CV attached with relevant experience of 5 or more years = 5 points	20
	The bidder(s) are requested to provide a CV of an **Associate or equivalent** detailing a minimum of 2 **(two) years)** relevant experience. **Matrix:** No information provided= 0 points CV attached with no relevant experience = 1 point CV attached with relevant experience of 1 years = 2 points CV attached with relevant experience of 2 years = 3 points CV attached with relevant experience of 3 years = 4 points CV attached with relevant experience of 4 or more years = 5 points	20
	TOTAL	**100**

All service providers who scored less than 60% on the functionality will not be considered for Phase three (3)

6.3 Phase 3: Price and Preferential points

6.3.1 The pricing evaluation will be in terms of the Preferential Procurement Regulations as per the Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000), responsive bids will be adjudicated by the State on the 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:

Table 1 (90/10): Specific goals for the tender and points claimed are indicated per the table below.

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 (90/10 system) (To be completed by the organ of state)**	**Number of points claimed (90/10 system) (To be completed by the tenderer)**
Percentage (%) Ownership by HDIs	**Points (2)**	
51-100	2	
1-50	1	
0%	0	
Percentage (%) Ownership by Women	**Points (4)**	
81-100	4	
61-80	3	
21-60	2	
1-20	1	
0	0	
Percentage (%) Ownership by Youth	**Points (3)**	
71-100	3	
41-70	2	
1-40	1	
0	0	

Percentage (%) Ownership by Disability	Points (1)	
1-100	1	
0	0	

7 GENERAL CONDITIONS OF CONTRACT

Any award made to a bidder(s) under this bid is conditional, amongst others, upon:

a. The bidder(s) accepting the terms and conditions contained in the General Conditions of Contract as the minimum terms and conditions upon which Department of International Relations and Cooperation is prepared to enter into a contract with the successful Bidder(s).

b. The bidder submitting the General Conditions of Contract to Department of International Relations and Cooperation together with its bid, duly signed by an authorised representative of the bidder.

8 SPECIAL CONDITIONS OF THIS BID

Department of International Relations and Cooperation reserves the right:

8.3 To award this tender to a bidder that did not score the highest total number of points, only in accordance with section 2(1)(f) of the PPPFA (Act 5 of 2000)

8.4 To negotiate with one or more preferred bidder(s) identified in the evaluation process, regarding any terms and conditions, including price without offering the same opportunity to any other bidder(s) who has not been awarded the status of the preferred bidder(s).

8.5 To accept part of a tender rather than the whole tender.

8.6 To carry out site inspections, product evaluations or explanatory meetings in order to verify the nature and quality of the services offered by the bidder(s), whether before or after adjudication of the Bid.

8.7 To correct any mistakes at any stage of the tender that may have been in the Bid documents or occurred at any stage of the tender process.

8.8 To cancel and/or terminate the tender process at any stage, including after the Closing Date and/or after presentations have been made, and/or after tenders have been evaluated and/or after the preferred bidder(s) have been notified of their status as such.

8.9 Award to multiple bidders based either on operational needs or risk assessment

8.10 DIRCO reserves the right to conclude a Service Level Agreement1, SBD 7.2, and appointment letter with the appointed bidder to supplement the General Conditions of Contract

8.11 Please take note that DIRCO is not obliged to select any of the bidder(s) submitted proposals.

[1] Service Level Agreement – Negotiated agreement between DIRCO and Service Provider(s) that will record a common understanding about services, priorities, responsibilities, guarantees, and warranties. Each area of service scope shall have the "level of service" defined.

9 THE DEPARTMENT OF INTERNATIONAL RELATIONS AND COOPERATION REQUIRES SERVICE PROVIDERS TO DECLARE

In the Service Provider's Technical response, Service Providers are required to declare the following:

9.3 Confirm that the Service Provider is to:

i. Act honestly, fairly, and with due skill, care, and diligence, in the interests of the Department of International Relations and Cooperation

ii. Have and effectively employ the resources, procedures, and appropriate technological systems for the proper performance of the services.

iii. Act with circumspection and treat the Department of International Relations and Cooperation fairly in a situation of conflicting interests.

iv. Comply with all applicable statutory or common law requirements applicable to the conduct of business.

v. Make adequate disclosures of relevant material information including disclosures of actual or potential own interests, in relation to dealings with Department of International Relations and Cooperation.

vi. Avoidance of fraudulent and misleading advertising, canvassing and marketing.

vii. To conduct their business activities with transparency and consistently uphold the interests and needs of the Department of International Relations and Cooperation as a client before any other consideration; and

viii. To ensure that any information acquired by the Service Provider from the Department of International Relations and Cooperation will not be used or disclosed unless the written consent of the client has been obtained to do so.

10 CONFLICT OF INTEREST, CORRUPTION AND FRAUD

10.3 The Department of International Relations and Cooperation reserves its right to disqualify any Service Provider who either itself or any of whose members (save for such members who hold a minority interest in the Service Provider through shares listed on any recognised stock exchange), indirect members (being any person or entity who indirectly holds at least a 15% interest in the Service Provider other than in the context of shares listed on a recognised stock exchange), directors or members of senior management, whether in respect of the Department of International Relations and Cooperation or any other government organ or entity and whether from the Republic of South Africa or otherwise ("Government Entity")

a. engages in any collusive tendering, anti-competitive conduct, or any other similar conduct, including but not limited to any collusion with any other Service Provider in respect of the subject matter of this Bid.

b. seeks any assistance, other than assistance officially provided by a Government Entity, from any employee, advisor, or other representative of a Government Entity in order to obtain any unlawful advantage in relation to procurement or services provided or to be provided to a Government Entity.

c. makes or offers any gift, gratuity, anything of value or other inducement, whether lawful or unlawful, to any of the Department of International Relations and Cooperation's officers, directors, employees, advisors or other representatives.

d. makes or offers any gift, gratuity, anything of any value or other inducement, to any Government Entity's officers, directors, employees, advisors, or other representatives in order to obtain any unlawful advantage in relation to procurement or services provided or to be provided to a Government Entity.

e. accepts anything of value or an inducement that would or may provide financial gain, advantage or benefit in relation to procurement or services provided or to be provided to a Government Entity.

f. pays or agrees to pay to any person any fee, commission, percentage, brokerage fee, gift or any other consideration, that is contingent upon or results from, the award of any tender, contract, right or entitlement which is in any way related to procurement or the rendering of any services to a Government Entity.

g. has in the past engaged in any matter referred to above; or

h. has been found guilty in a court of law on charges of fraud and/or forgery, regardless of whether a prison term was imposed and despite such Service Provider, member or director's name not specifically appearing on the List of Tender Defaulters kept at National Treasury.

11 MISREPRESENTATION DURING THE LIFECYCLE OF THE CONTRACT

11.3 The Service Provider should note that the terms of its Tender will be incorporated in the proposed contract by reference and that the Department of International Relations and Cooperation relies upon the Service Provider's Tender as a material representation in making an award to a successful Service Provider and in concluding an agreement with the Service Provider.

11.4 It follows therefore that misrepresentations in a Tender may give rise to service termination and a claim by the Department of International Relations and Cooperation against the Service Provider notwithstanding the conclusion of the Service Level Agreement between the Department of International Relations and Cooperation and the Service Provider for the provision of the Service in question. In the event of a conflict between the Service Provider's proposal and the Service Level Agreement concluded between the parties, the Service Level Agreement will prevail.

12 PREPARATION COSTS

The Service Provider will bear all its costs in preparing, submitting, and presenting any response or Tender to this Bid and all other costs incurred by it throughout the Bid process. Furthermore, no statement in this Bid will be construed as placing the Department of International Relations and Cooperation its employees or agents under any obligation whatsoever, including in respect of costs, expenses or losses incurred by the Service Providers in the preparation of their response to this Bid.

13 INDEMNITY

If a Service Provider breaches the conditions of this Bid and, as a result of that breach, the Department of International Relations and Cooperation incurs costs or damages (including, without limitation, the cost of any investigations, procedural impairment, repetition of all or part of the Bid

process and/or enforcement of intellectual property rights or confidentiality obligations), then the Service Provider indemnifies and holds the Department of International Relations and Cooperation harmless from any and all such costs which the Department of International Relations and Cooperation may incur and for any damages or losses the Department of International Relations and Cooperation may suffer.

14 PRECEDENCE

This document will prevail over any information provided during any briefing session whether oral or written, unless such written information provided, expressly amends this document by reference.

15 LIMITATION OF LIABILITY

A Service Provider participates in this Bid process entirely at its own risk and cost. The Department of International Relations and Cooperation shall not be liable to compensate a Service Provider on any grounds whatsoever for any costs incurred or any damages suffered because of the Service Provider's participation in this Bid process.

16 TAX COMPLIANCE

No Bid shall be awarded to a Service Provider who is not tax compliant. The Department of International Relations and Cooperation reserves the right to withdraw an award made, or cancel a contract concluded with a successful Service Provider in the event that it is established that such Service Provider was in fact not tax compliant at the time of the award, or has submitted a fraudulent Tax Clearance Certificate to the Department Of International Relations And Cooperation, or whose verification against the Central Supplier Database (CSD) proves non-compliant. The Department of International Relations and Cooperation further reserves the right to cancel a contract with a successful Service Provider if such Service Provider does not remain tax compliant for the full term of the contract.

17 TENDER DEFAULTERS AND RESTRICTED SUPPLIERS

No tender shall be awarded to a Service Provider whose name (or any of its members, directors, partners or trustees) appear on the Register of Tender Defaulters kept by National Treasury, or who have been placed on National Treasury's List of Restricted Suppliers, the Department of International Relations and Cooperation reserves the right to withdraw an award, or cancel a contract concluded with a Service Provider should it be established, at any time, that a Service Provider has been blacklisted with National Treasury by another government institution.

18 GOVERNING LAW

South African law governs this Bid and the Bid response process. The Service Provider agrees to submit to the exclusive jurisdiction of the South African courts in any dispute of any kind that may arise out of or in connection with the subject matter of this Bid, the Bid itself and all processes associated with the Bid.

19 PROTECTION OF PERSONAL INFORMATION ACT (POPIA) COMPLIANCE

a) In terms of the Protection of Personal Information Act, Act No. 4 of 2013, which became fully enforceable on 1 July 2021, all bidders and the successful service provider shall ensure full compliance with the provisions of the Act.

b) The successful bidder shall ensure that all personal information obtained, accessed, processed, stored, or shared during the execution of this contract is handled lawfully, confidentially, and securely, and only for purposes directly related to the performance of the contract.

c) Appropriate technical and organisational measures must be implemented to prevent loss of, damage to, or unauthorised access to personal information.

d) By submitting a bid, bidders acknowledge their obligation to comply with POPIA requirements effective from 1 July 2021 and confirm that adequate measures are in place to safeguard personal information.

e) Failure to comply with POPIA may result in termination of the contract and any other remedies available to the Department in law.

20 FEES AND PAYMENT SCHEDULE

a. Fees must be quoted in South African currency.

b. All prices quoted must include VAT; and

c. Service Providers should take note that the Department will pay within thirty (30) days after the receipt of invoice and the service has been rendered.

21 CONTACT PERSONS AND SUBMISSIONS OF BIDS

- **Prospective Service Providers should submit their bonded proposals in a separate, sealed envelope or suitable cover on which the name and address of the bidder(s), the bid number and the closing date must be clearly endorsed outside of the envelope to:**

Per hand
Tender Box OR Tambo Building
The Department of International Relations and Cooperation
OR Tambo Building
460 Soutpansberg Road
Rietondale
Pretoria
0084

Closing date 08 December 2026 at 11:00am.

E-Mailed or faxed submissions shall not be accepted.

- Bids received after the closing date and time, at the address in the bid's documents, will not be accepted for consideration and where practical, be returned unopened to the bidder.

For all enquiries or technical assistance: bidders can direct their inquiries to Supply Chain Management via email to the following officials:

Ms Mphahlele MB
TEL: 012 351 0225
Email: mphahlelemb@dirco.gov.za

Mr Rakhoale HM
Tel: 012 351 0077
Email: rakhoaleh@dirco.gov.za

Ms Mazibuko Emily
Tel: 012 351 1395
Email: mazibukoe@dirco.gov.za

PART A
INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE DEPARTMENT OF INTERNATIONAL RELATIONS AND COOPERATION					
BID NUMBER:	**DIRCO 14-2026/2027**	CLOSING DATE:	**08 December 2026**	CLOSING TIME:	**11:00am**
DESCRIPTION	**INVITATION TO SERVICE PROVIDER/S FOR THE SUBMISSION OF BID FOR THE PROVISION OF LEGAL PROJECT MANAGEMENT SERVICES FOR A PERIOD OF THREE (3) YEARS**				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).					

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

DEPARTMENT OF INTERNATIONAL RELATIONS AND COOPERATION
460 SOUTPANSBERG ROAD RIETONDALE
PRETORIA
0084

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						
	TCS PIN:		**OR**	CSD No:		

ARE YOU THE ACCREDITED REPRESENTATIVE **IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?**	☐Yes ☐No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR **THE GOODS /SERVICES /WORKS OFFERED?**	☐Yes ☐No [IF YES ANSWER PART B:3 BELOW]
SIGNATURE OF BIDDER	.....	**DATE**	
CAPACITY UNDER WHICH THIS BID IS SIGNED (Attach proof of authority to sign this bid; e.g. resolution of directors, etc.)			
TOTAL NUMBER OF ITEMS OFFERED		**TOTAL BID PRICE (ALL INCLUSIVE)**	

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:	
DEPARTMENT	International Relations and Cooperation (DIRCO)
CONTACT PERSON	SCM
TELEPHONE NUMBER	012 351 0225 / 1395 / 0077
E-MAIL ADDRESS	Mphahlelemb@dirco.gov.za / mazibukoe@dirco.gov.za/rakhoaleh@dirco.gov.za

PART B
TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.

1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR ONLINE

1.3. BIDDERS MUST REGISTER ON THE CENTRAL SUPPLIER DATABASE (CSD) TO UPLOAD MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS; AND BANKING INFORMATION FOR VERIFICATION PURPOSES).

1.4. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER LEGISLATION OR SPECIAL CONDITIONS OF CONTRACT.

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 VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.

2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.

2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS TOGETHER WITH THE BID.

2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE PROOF OF TCS / PIN / CSD NUMBER.

2.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

3.1.	IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	☐ YES ☐ NO
3.2.	DOES THE BIDDER HAVE A BRANCH IN THE RSA?	☐ YES ☐ NO
3.3.	DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	☐ YES ☐ NO
3.4.	DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA?	☐ YES ☐ NO

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

NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

SBD 3.1.A (YEAR 1)

PRICING SCHEDULE – FIRM PRICES (PURCHASES)

NOTE: **ONLY FIRM PRICES WILL BE ACCEPTED. NON-FIRM PRICES (INCLUDING PRICES SUBJECT TO RATES OF EXCHANGE VARIATIONS) WILL NOT BE CONSIDERED**

IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT

Name of bidder.....Bid number: **DIRCO 14-2026/2027**

Closing date **08 December 2026 Time 11:00am**

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

ITEM NO.	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY **(INCLUDING VAT)**

- Required by: The Department of International Relations and Cooperation (DIRCO)

INVITATION TO SERVICE PROVIDER/S FOR THE SUBMISSION OF BID FOR THE PROVISION OF LEGAL PROJECT MANAGEMENT SERVICES FOR A PERIOD OF THREE (3) YEARS

1. SCOPE OF WORK

NO.	ITEM/SERVICE	DESCRIPTION
1.	**PROFESSIONAL SERVICES**	• Appoint and retain existing international counsel, researchers and any other experts whose services may be required as the case progresses. • Manage a legal team responsible for the conduct of all aspects of the proceedings. • Coordinate the flow of information between the client and the legal team. • Provide overall management of the legal team and all its requirements. This will include liaising with experts, institutions and civil society organisations, and capturing, documenting and managing all evidence. • Ensuring the translation of documents and sources from Hebrew and Arabic.

		• Facilitate payment of (including vetting) invoices from international counsel, researchers, experts and others as and when required in conjunction with other relevant Government Departments. • Coordinate and manage all administrative matters related to the case, including travel arrangements. • Carry out cite-checking of documents prepared by counsel to ensure accuracy	
	PERFORMANCE MANAGEMENT AND REPORTING	• Establish and maintain an effective performance management framework throughout the duration of the contract. • Submit quarterly progress reports detailing work undertaken, milestones achieved, risks identified, mitigation measures implemented, and planned activities for the subsequent reporting period.	
	RESOURCE TEAM		**Hourly rate (Price offered in ZAR)**
	RESOURCE TEAM	• 2 X Senior Director or equivalent (minimum 10 years of experience at the level)	
		• 2 X Junior Director or equivalent (minimum 5 years of experience at the level)	
		• 1 X Senior Associate or equivalent (minimum 3 years of experience at the level)	
		• 1 X Associate or equivalent (minimum 2 years of experience at the level)	

NAME OF THE SERVICE PROVIDER_____

SIGNATURE AND INITIALS_____

POSITION_____

DATE _____

PRICING SCHEDULE – FIRM PRICES (PURCHASES)

NOTE: **ONLY FIRM PRICES WILL BE ACCEPTED. NON-FIRM PRICES (INCLUDING PRICES SUBJECT TO RATES OF EXCHANGE VARIATIONS) WILL NOT BE CONSIDERED**

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2. SCOPE OF WORK

NO.	ITEM/SERVICE	DESCRIPTION
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NAME OF THE SERVICE PROVIDER_____

SIGNATURE AND INITIALS_____

POSITION_____

DATE _____

PRICING SCHEDULE – FIRM PRICES (PURCHASES)

NOTE: **ONLY FIRM PRICES WILL BE ACCEPTED. NON-FIRM PRICES (INCLUDING PRICES SUBJECT TO RATES OF EXCHANGE VARIATIONS) WILL NOT BE CONSIDERED**

IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT

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Closing date **08 December 2026 Time 11:00am**

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INVITATION TO SERVICE PROVIDER/S FOR THE SUBMISSION OF BID FOR THE PROVISION OF LEGAL PROJECT MANAGEMENT SERVICES FOR A PERIOD OF THREE (3) YEARS

3. SCOPE OF WORK

NO.	ITEM/SERVICE	DESCRIPTION
1.	**PROFESSIONAL SERVICES**	• Appoint and retain existing international counsel, researchers and any other experts whose services may be required as the case progresses. • Manage a legal team responsible for the conduct of all aspects of the proceedings. • Coordinate the flow of information between the client and the legal team. • Provide overall management of the legal team and all its requirements. This will include liaising with experts, institutions and civil society organisations, and capturing, documenting and managing all evidence. • Ensuring the translation of documents and sources from Hebrew and Arabic. • Facilitate payment of (including vetting) invoices from international counsel, researchers, experts

		and others as and when required in conjunction with other relevant Government Departments. • Coordinate and manage all administrative matters related to the case, including travel arrangements. • Carry out cite-checking of documents prepared by counsel to ensure accuracy	
	PERFORMANCE MANAGEMENT AND REPORTING	• Establish and maintain an effective performance management framework throughout the duration of the contract. • Submit quarterly progress reports detailing work undertaken, milestones achieved, risks identified, mitigation measures implemented, and planned activities for the subsequent reporting period.	
	RESOURCE TEAM		**Hourly rate (Price offered in ZAR)**
	RESOURCE TEAM	• 2 X Senior Director or equivalent (minimum 10 years of experience at the level)	
		• 2 X Junior Director or equivalent (minimum 5 years of experience at the level)	
		• 1 X Senior Associate or equivalent (minimum 3 years of experience at the level)	
		• 1 X Associate or equivalent (minimum 2 years of experience at the level)	

NAME OF THE SERVICE PROVIDER_____

SIGNATURE AND INITIALS_____

POSITION_____

DATE _____

SBD 3.1.D (CONSOLIDATION)

PRICING SCHEDULE – FIRM PRICES (PURCHASES)

NOTE: **ONLY FIRM PRICES WILL BE ACCEPTED. NON-FIRM PRICES (INCLUDING PRICES SUBJECT TO RATES OF EXCHANGE VARIATIONS) WILL NOT BE CONSIDERED**

IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT

Name of bidder.....Bid number: **DIRCO 14-2026/2027**

Closing date **08 December 2026 Time 11:00am**

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

ITEM NO.	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY **(INCLUDING VAT)**

- Required by: The Department of International Relations and Cooperation (DIRCO)
  INVITATION TO SERVICE PROVIDER/S FOR THE SUBMISSION OF BID FOR THE PROVISION OF LEGAL PROJECT MANAGEMENT SERVICES FOR A PERIOD OF THREE (3) YEARS

DESCRIPTION	**TOTAL COST**
Total Cost for Year 1	
Total Cost for Year 2	
Total Cost for Year 3	
TOTAL BID AMOUNT (vat inclusive)	

NAME OF THE SERVICE PROVIDER_____

SIGNATURE AND INITIALS_____

POSITION_____

DATE _____

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

1.1 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, 1996 (Constitution), and further expressed in the various applicable legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.

1.2 If a person is 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. DECLARATION ON EMPLOYMENT BY ORGAN OF STATE

2.1 Is the bidder, or any of the directors / trustees / shareholders / members / partners of the bidder employed by an organ of state, as defined in section 239 of the Constitution? **YES/NO**

2.2 If YES, furnish particulars of the names, individual identity numbers, in the table below:

Full Name	**Identity Number**	**Name of organ of state**

---

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

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

2.3.1 If so, furnish particulars:

.....
.....
.....

2.4 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**

2.4.1 If so, indicate all companies registered in the CSD in the table below:

Supplier registration number (MAAA)	**Status (active/inactive/deleted)**

Failure to disclose all CSD-registered active companies linked to all Directors will lead to disqualification.

3 GENERAL DECLARATION

I, ..., the undersigned, 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 to be false.

3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor.

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.

3.5 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.

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

3.7 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, 1998 (Act No. 89 of 1998) and or may be referred to law enforcement agencies for criminal investigation and or may be restricted from conducting business with the state for a period not exceeding 10 years in terms of the Prevention and Combating of Corrupt Activities Act, 2004 (Act No. 12 of 2004) or any other applicable legislation.

I CERTIFY THAT THE ABOVE IS CORRECT.

I ACCEPT THAT THE PROCURING INSTITUTION MAY REJECT THE BID OR TAKE APPROPRIATE ACTION AGAINST ME IF THIS DECLARATION IS FALSE.

....

Signature Date

....

Designation Name of bidder

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

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

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

---

1. GENERAL CONDITIONS

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

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

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

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

a) The applicable preference point system for this tender is the 90/10 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	90
SPECIFIC GOALS	10
Total points for Price and SPECIFIC GOALS	100

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

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

2. DEFINITIONS

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

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

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

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

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

80/20 or **90/10**

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

80/20 or **90/10**

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

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

Table 1 (90/10): Specific goals for the tender and points claimed are indicated per the table below.

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 (90/10 system) (To be completed by the organ of state)**	**Number of points claimed (90/10 system) (To be completed by the tenderer)**
Percentage (%) Ownership by HDIs	**Points (2)**	
51-100	2	
1-50	1	
0%	0	
Percentage (%) Ownership by Women	**Points (4)**	
81-100	4	

61-80	3	
21-60	2	
1-20	1	
0	0	
Percentage (%) Ownership by Youth	**Points (3)**	
71-100	3	
41-70	2	
1-40	1	
0	0	
Percentage (%) Ownership by Disability	**Points (1)**	
1-100	1	
0	0	

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: .....

.....

.....

.....

THE NATIONAL TREASURY

Republic of South Africa



GOVERNMENT PROCUREMENT:

GENERAL CONDITIONS OF CONTRACT

July 2010

GOVERNMENT PROCUREMENT

GENERAL CONDITIONS OF CONTRACT
July 2010

NOTES

The purpose of this document is to:

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

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

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

- The General Conditions of Contract will form part of all bid documents and may not be amended.

- Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately for every bid (if (applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.

TABLE OF CLAUSES

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

General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:

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

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

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

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

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

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

1.7 "Day" means calendar day.

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

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

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

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

RSA.

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

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

1.14 "GCC" means the General Conditions of Contract.

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

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

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

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

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

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

1.21 "Purchaser" means the organization purchasing the goods.

1.22 "Republic" means the Republic of South Africa.

1.23 "SCC" means the Special Conditions of Contract.

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

obligations of the supplier covered under the contract.

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

2. Application

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

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

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

3. General

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

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

4. Standards

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

5. Use of contract documents and information; inspection.

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

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

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

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

6. Patent rights

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

7. Performance security

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

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

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

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

(b) a cashier's or certified cheque

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

8. Inspections, tests and analyses

8.1 All pre-bidding testing will be for the account of the bidder.

8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.

8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.

8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.

8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.

8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.

8.7 Any contract supplies may on or after delivery be inspected, tested or

analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

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

9. Packing

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

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

10. Delivery and documents

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

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

11. Insurance

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

12. Transportation

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

13. Incidental services

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

(a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;

(b) furnishing of tools required for assembly and/or maintenance of the supplied goods;

(c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;

(d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and

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

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

14. Spare parts

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

(a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and

(b) in the event of termination of production of the spare parts:

(i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and

(ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

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

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

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

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

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take

such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. Payment

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

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

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

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

17. Prices

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

18. Contract amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

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

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

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

21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the

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

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

21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without canceling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties

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

23. Termination for default

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

(a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;

(b) if the Supplier fails to perform any other obligation(s) under the contract; or

(c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

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

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

23.4 If a purchaser intends imposing a restriction on a supplier or any

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

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

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

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

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

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

24. Anti-dumping and countervailing duties and rights

24.1 When, after the date of bid, provisional payments are required, or 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.

33. National Industrial Participation (NIP) Programme

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

34 Prohibition of Restrictive practices

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

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

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