



REQUEST FOR PROPOSAL

RFB NUMBER:	RFB019/2026
DESCRIPTION :	APPOINTMENT OF A PANEL OF LEGAL SERVICE PROVIDERS FOR A PERIOD OF 5 YEARS ON AN AS AND WHEN REQUIRED BASIS.
PUBLICATION DATE:	29 SEPTEMBER 2026
VALIDITY PERIOD:	90 DAYS FROM THE CLOSING DATE
CLOSING DATE:	26 OCTOBER 2026
CLOSING TIME:	12H00
BRIEFING SESSION	COMPULSORY BRIEFING SESSION WILL BE HELD ON MICROSOFT TEAMS AS PER BELOW LINK https://teams.microsoft.com/meet/332900521940161?p=unE4rHYh8Gb8AYtdaQ DATE: 08 OCTOBER 2026 TIME: 11H00 - 12H30 FAILURE TO ATTEND THE SESSION WILL LEAD TO DISQUALIFICATION
BID RESPONSES MUST BE HAND DELIVERED / COURIERED TO:	SAFCOL NELSPRUIT OFFICE ABSA Square 3RD Floor; Reception 20 Paul Kruger Street Mbombela, Nelspruit
PRICE OF BID DOCUMENT	NO CHARGE
SCM INQUIRIES: For all bidding related enquiries	Ms. Lungile Moeketsi E-mail: Lungile.Moeketsi@safcol.co.za
NAME OF BIDDER:	
TOTAL BID AMOUNT (Including VAT): R	

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

The SAFCOL's Bid Box is generally accessible 8 hours a day from 08h00 to 16h30; 5 days a week (Monday to Friday). Bidders must ensure that they **deposit their bids in the tender box situated next to the reception.**

(Bidders must advise their couriers of the instruction above to avoid misplacement of bid responses)

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

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

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

Indicate the type of Bidding structure by marking with an 'X':	
Individual bidder	
Joint venture	
Consortium	
Using Subcontractors	
Other	

If you are an individual bidder, indicate the following:	
Name of bidder	
Registration number	
VAT registration number	
PAYE number	
COIDA number	
UIF number	
Contact person	
Telephone number	
Fax number	
E-mail address	
Postal address	
Physical address	
If Joint Venture, indicate the following: (To be completed for each JV)	
Name of prime contractor	
Registration number	

If Joint Venture, indicate the following: (To be completed for each JV)	
VAT registration number	
PAYE number	
COIDA number	
UIF number	
Contact person	
Telephone number	
Fax number	
E-mail address	
Postal address	
Physical address	

If Consortium, indicate the following: (To be completed for each Consortium member)	
Name of Joint Venture/ Consortium member	
Registration number	
VAT registration number	
PAYE number	
COIDA number	
UIF number	
Contact person	
Telephone number	
Fax number	
E-mail address	
Postal address	
Physical address	

If using subcontractors, indicate the following: (To be completed for each subcontractor)	
Name of prime contractor	
Registration number	
VAT registration number	
PAYE number	
COIDA number	
UIF number	
Contact person	

If using subcontractors, indicate the following: (To be completed for each subcontractor)	
Telephone number	
Fax number	
E-mail address	
Postal address	
Physical address	

Checklist of documents to be submitted:

Please tick in the relevant block below

YES NO

☐ ☐ Submit an Original bid document, a copy and a USB.

NB: Service provider should note that should there be variations between submitted bids, SAFCOL will fully rely on the Originally hand signed bid document.

☐ ☐ SBD 1: Invitation to Tender (with the signature of an authorized representative of the Tenderer)

☐ ☐ Specifications, Conditions of tender and Undertakings by Tenderer (with a signature of an authorized representative of the Tenderer)

☐ ☐ SBD 3.1 Pricing Schedule

☐ ☐ SBD 4- Bidder's disclosure

☐ ☐ SBD 6.1 Preference Point Claim Form in terms of the preferential procurement regulations 2022

☐ ☐ Certified copies of your CIPC company registration documents listing all members with percentages, in case of a close corporation

☐ ☐ Certified copies of latest share certificates, in case of a company.

☐ ☐ A breakdown of how fees and work will be spread between members of the Tendering consortium.

☐ ☐ Supporting documents to responses to Mandatory Criteria

☐ ☐ Supporting documents – Central Supplier Database Registration Summary Report

SBD1
PART A
INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF SAFCOL					
BID NUMBER:	RFB019/2026	CLOSING DATE:	26 OCTOBER 2026	CLOSING TIME:	12:00
DESCRIPTION	APPOINTMENT OF A PANEL OF LEGAL SERVICE PROVIDERS FOR A PERIOD OF 5 YEARS ON AN AS AND WHEN REQUIRED BASIS.				
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*)

SAFCOL NELSPRUIT OFFICE ABSA Square 3RD Floor; Reception 20 Paul Kruger Street Mbombela, Nelspruit					
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:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		☐ Yes ☐ No
IF YES, WHO WAS THE CERTIFICATE ISSUED BY?					

AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA) AND NAME THE APPLICABLE IN THE TICK BOX	☐	AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)	
	☐	A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS)	
	☐	A REGISTERED AUDITOR	
	NAME:		
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/SWORN AFFIDAVIT (FOR EMEs & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS ON SPECIFIC GOALS, WHERE APPLICABLE]			
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:		TECHNICAL INFORMATION MAY BE DIRECTED TO:	
DEPARTMENT/ PUBLIC ENTITY	SAFCOL	CONTACT PERSON	Zomabomvu Ngubane
CONTACT PERSON	Lungile Moeketsi	TELEPHONE NUMBER	N/A
TELEPHONE NUMBER	N/A	FACSIMILE NUMBER	N/A
FACSIMILE NUMBER	N/A	E-MAIL ADDRESS	
E-MAIL ADDRESS	tenders@safcol.co.za		

SBD1

PART B

TERMS AND CONDITIONS FOR BIDDING

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). B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.
- 1.4. WHERE A BIDDER IS NOT REGISTERED ON THE CSD, MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS MAY NOT BE SUBMITTED WITH THE BID DOCUMENTATION. B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.
- 1.5. 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.

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.
- 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.

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.

GENERAL INFORMATION

1 NON-EXPECTATION:

Notwithstanding anything stated in the Request for Proposals (“**RFP**”), in the advertisements published in respect of the RFP, any answers or clarification provided by the SAFCOL as part of the SCM process or otherwise:

- 1.1 The procurement of accommodation, goods or services will be at the SAFCOL’s sole and absolute discretion and the SAFCOL reserves the right, including without limitation: not to accept any proposal/bid and to cancel the RFP and this TOR, without awarding any contract; unilaterally to amend/supplement/split the specifications on the basis of which the RFP and this TOR is made, including but without limiting, the right to withdraw any part of the service requirement;
 - 1.1.1 to ask clarification of their proposals/bids from any one or more of the bidders;
 - 1.1.2 to conduct one or more inspections *in loco* at the venues and facilities offered; and
 - 1.1.3 to link any conditions, it deems appropriate to its acceptance of any bid.
- 1.2 the RFP, its advertisement or this TOR does not constitute an offer. The aforementioned documents intend only to provide enough information for the preparation and submission of comparable proposals by the bidders.
- 1.3 the lowest or any proposal/bid may not necessarily be accepted.
- 1.4 nothing in the RFP, this TOR or in the advertisements published in respect of the RFP or in the actions of the SAFCOL, the Head/Acting Head of the SAFCOL, the SAFCOL’s agents, members, officials or employees must be construed as creating any expectation, legitimate or otherwise, regarding matters dealt with in the RFP, the advert for the RFP or this TOR or any other matters.

2 CONDITIONS AND UNDERTAKINGS BY BIDDER BID

2.1 **The Bid forms should not be retyped or redrafted, but photocopies may be prepared and used.** However, only documents with the original signature in black ink shall be accepted. Additional offers against any item should be made on a photocopy of the page in question.

2.1.1 Black ink should be used when completing Bid documents.

2.1.2 Bidders should check the numbers of the pages to satisfy themselves that none is missing or duplicated. SAFCOL will accept NO liability in regard to anything arising from the fact that pages are missing or duplicated.

2.2 I/We hereby Bid to supply all or any of the supplies and/or to procure all or any of the services described in the attached documents to SAFCOL on the terms and conditions and in accordance with the specifications stipulated in the Bid documents (and which shall be taken as part of, and incorporated into, this Bid) at the prices inserted therein.

2.3 I/We agree that -

2.4 the offer herein shall remain binding upon me/us and open for acceptance by SAFCOL during the validity period indicated and calculated from the closing hour and date of the Bid;

2.5 the laws of the Republic of South Africa shall govern the contract created by the acceptance of my/our Bid and that I/we choose domicilium citandi et executandi in the Republic as indicated below; and

2.6 **NB: BIDDERS TERMS AND CONDITIONS ARE NOT ACCEPTABLE.**

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

2.8 I/We hereby accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me/us under this Bid as the Principal(s) liable for the due fulfilment of this contract.

Signature(s) of Bidder or assignee(s)	Date
Name of signing person (in block letters)	
Capacity	
Are you duly authorized to sign this bid?	
Name of Bidder [company name] (in block letters)	
Postal address (in block letters) Domicilium citandi et executandi in the RSA (full street address of this place) (in block letters)	

Telephone Number	FAX Number:
Cell Number	E-mail Address:

Confidentiality

- 2.9 The information contained in this document is of a confidential nature and must only be used for purposes of responding to this RFP. This confidentiality clause extends to bidder, partners and/or implementation agents, whom the Bidder may decide to involve in preparing a response to this RFP.
- 2.10 For purposes of this process, the term “Confidential Information” shall include all technical and business information, including, without limiting the generality of the foregoing, all secret knowledge and information (including any and all financial, commercial, market, technical, functional and scientific information, and information relating to a party’s strategic objectives and planning and its past, present and future research and development), technical, functional and scientific requirements and specifications, data concerning business relationships, demonstrations, processes, machinery, know how, architectural information, information contained in a party’s software and associated material and documentation, plans, designs and drawings and all material of whatever description, whether subject to or protected by copyright, patent or trademark, registered or un-registered, or otherwise disclosed or communicated before or after the date of this process.
- 2.11 The receiving party shall not, during the period of validity of this process, or at any time, thereafter, use or disclose, directly or indirectly, the confidential information of SAFCOL (even if received before the date of this process) to any person whether in the employment of the receiving party or not, who does not take part in the performance of this process.
- 2.12 The receiving party shall take all such steps as may be reasonably necessary to prevent SAFCOL’s confidential information coming into the possession of unauthorized third parties. In protecting the receiving party’s confidential information, SAFCOL shall use the same degree of care, which does not amount to less than a reasonable degree of care, to prevent the unauthorized use or disclosure of the confidential information as the receiving party uses to protect its own confidential information.
- 2.13 Any documentation, software or records relating to confidential information of SAFCOL, which comes into the possession of the receiving party during the period of validity of this process or at any time thereafter or which has so come into its possession before the period of validity of this process shall:
- 2.13.1 be deemed to form part of the confidential information of SAFCOL;
 - 2.13.2 be deemed to be the property of SAFCOL;
 - 2.13.3 not be copied, reproduced, published or circulated by the receiving party unless and to the extent that such copying is necessary for the performance of this process and all other processes as contemplated in; and
 - 2.13.4 be surrendered to SAFCOL on demand, and in any event on the termination of the investigations and negotiations, and the receiving party shall not retain any extracts.

3 News and press releases

- 3.1 Bidders or their agents shall not make any news releases concerning this RFP or the awarding of the same or any resulting agreement(s) without the consent of, and then only in co-ordination with, SAFCOL and its Client.

4 Precedence of documents

- 4.1 This RFP consists of a number of sections. Where there is a contradiction in terms between the clauses, phrases, words, stipulations or terms and herein referred to generally as stipulations in this RFP and the stipulations in any other document attached hereto, or the RFP submitted hereto, the relevant stipulations in this RFP shall take precedence.
- 4.2 Where this RFP is silent on any matter, the relevant stipulations addressing such matter, and which appear in the PPPFA shall take precedence. Bidders shall refrain from incorporating any additional stipulations in its proposal submitted in terms hereof other than in the form of a clearly marked recommendation that SAFCOL may in its sole discretion elect to import or to ignore. Any such inclusion shall not be used for any purpose of interpretation unless it has been so imported or acknowledged by SAFCOL.
- 4.3 It is acknowledged that all stipulations in the PPPFA are not equally applicable to all matters addressed in this RFP. It, however, remains the exclusive domain and election of SAFCOL as to which of these stipulations are applicable and to what extent. Bidders are hereby acknowledging that the decision of SAFCOL in this regard is final and binding. The onus to enquire and obtain clarity in this regard rests with the Bidder(s). The Bidder(s) shall take care to restrict its enquiries in this regard to the most reasonable interpretations required to ensure the necessary consensus.

5 Preferential procurement reform

- 5.1 SAFCOL supports B-BBEE as an essential ingredient of its business. In accordance with government policy, SAFCOL insists that the private sector demonstrates its commitment and track record to B-BBEE in the areas of ownership (shareholding), skills transfer, employment equity and procurement practices (SMME Development) etc.
- 5.2 SAFCOL shall apply the principles of the Preferential Procurement Policy Framework Act, (Act No. 5 of 2000) to this proposal read together with the Preferential Regulations, 2022.

6 National Industrial Participation Programme

- 6.1 The National Industrial Participation policy, which was endorsed by Cabinet on 30 April 1997, is applicable to contracts that have an imported content. The NIP is obligatory and therefore must be complied with. Bidders are required to sign and submit the Standard Bidding Document (SBD5 is not applicable for this bid.).

7 Language

- 7.1 Bids shall be submitted in English.

8 Gender

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

9 Headings

- 9.1 Headings are incorporated into this proposal and submitted in response thereto, for ease of reference only and shall not form part thereof for any purpose of interpretation or for any other purpose

10 Security clearances

- 10.1 Employees and subcontractors of the successful bidder may be required to be in possession of valid security clearances to the level determined by the SSA and/or SAFCOL commensurate with the nature of the project activities they are involved in. The cost of obtaining suitable clearances is for the account of the bidders. The bidders shall supply and maintain a list of personnel involved on the project indicating their clearance status.
- 10.2 Employees and subcontractors of the successful bidder will be required to sign a non-disclosure agreement.

11 Occupational Injuries and Diseases Act 13 of 1993

The Bidder warrants that all its employees (including the employees of any sub-contractor that may be appointed) are covered in terms of the Compensation for Occupational Injuries and Diseases Act 13 of 1993 and that the cover shall remain in force for the duration of the adjudication of this bid and/or subsequent agreement. SAFCOL reserves the right to request the Bidder to submit documentary proof of the Bidder's registration and "good standing" with the Compensation Fund, or similar proof acceptable to SAFCOL.

12 Formal contract

- 12.1 This RFP, all the appended documentation and the proposal in response thereto read together, form the basis for a formal contract to be negotiated and finalized between SAFCOL and/or its clients and the enterprise(s) to whom SAFCOL awards the bid in whole or in part.
- 12.2 Any offer and/or acceptance entered verbally between SAFCOL and any vendor, such offer shall not constitute a contract and thus not binding on the parties.

13 Protection of Personal Information

In responding to this bid, SAFCOL acknowledges that it may obtain and have access to personal data of the respondents. SAFCOL agrees that it shall only process the information disclosed by bidders in their response to this bid for the purpose of evaluating and subsequent award of business and in accordance with any applicable law.

Furthermore, SAFCOL will not otherwise modify, amend or alter any personal data submitted by Respondents or disclose or permit the disclosure of any personal data to any Third Party without the prior written consent from the Respondents. Similarly, SAFCOL requires Respondents to process any personal information disclosed by SAFCOL in the bidding process in the same manner.

14 Reasons for disqualification

- 14.1 SAFCOL reserves the right to disqualify any bidder, which does any one or more of the following, and such disqualification may take place without prior notice to the offending bidder, however the bidder shall be notified in writing of such disqualification:
- 14.1.1 bidders whose tax matters have not been declared by the South African Tax Revenue services to be in order, or that satisfactory arrangements have been made with the South African Tax Revenue Services to meet the bidder's tax obligations;
 - 14.1.2 bidders who submitted incomplete information and documentation essential for the adjudication of the requirements of this RFP;
 - 14.1.3 bidders who submitted information that is fraudulent, factually untrue or inaccurate, for example memberships that do not exist, Work references, experience, etc.;

- 14.1.4 bidders who received information not available to other vendors through fraudulent means; and/or
- 14.1.5 bidders who do not comply with mandatory requirements as stipulated in this RFP.
- 14.1.6 bidders who made false declarations on the Standard Bidding Documents, or misrepresent facts; and/or;
- 14.1.7 bidders who are listed on the National Treasury's database of restricted suppliers and defaulters.

15 National Treasury's Central Supplier Database (CSD)

- 15.1 Tenderers are required to self-register on National Treasury's Central Supplier Database (CSD) which has been established to centrally administer supplier information for all organs of state and facilitate the verification of certain key supplier information. SAFCOL is required to ensure that price proposals are invited and accepted from prospective Tenderers listed on the CSD. Tender may not be awarded to a Tenderer who has failed to register on the CSD. Only foreign suppliers with no local registered entity need not register on the CSD. The CSD can be accessed at <https://secure.csd.gov.za/>. Respondents are required to provide the following to SAFCOL, to enable SAFCOL to verify information on the CSD:

Supplier Number: _____ unique registration reference number: _____.

16 Bid preparation

- 16.1 All additions to the proposal documents i.e. annexures, supporting documentation pamphlets, photographs, technical specifications and other support documentation covering the goods offered etc. shall be neatly bound as part of the schedule concerned.
- 16.2 All responses regarding questions posed in the annex attached herewith shall be answered in accordance with the prescribed RFP response format.
- 16.3 There shall be no public opening of the Bids received. Unless specifically provided for in the proposal document, Bids submitted by means of telegram, telex, facsimile or similar means shall not be considered.
- 16.4 No Bids from any bidder with offices within the Republic of South Africa (RSA) shall be accepted if sent via the Internet or e-mail.
- 16.5 Bids from international bidders with no office or representation in the RSA shall not be accepted.

17 Oral presentations and briefing sessions

- 17.1 Bidders who submit Bids in response to this RFP may be required to give an oral presentation, which may include, but is not limited to, an equipment/service demonstration of their proposal to SAFCOL. This provides an opportunity for the vendor to clarify or elaborate on the proposal. This is a fact finding and explanation session only and does not include negotiation. SAFCOL shall schedule the time and location of these presentations. Oral presentations are an option of SAFCOL and may or may not be conducted.
- 17.2 Any bidder who has reasons to believe that the tender specification is based on a specific brand must inform SAFCOL not later than ten (10) days after the publication of the Bid.

The closing date for questions/ enquiries on this RFB019/2026 is 15 October 2026 at 12H00.

GENERAL CONDITIONS OF BID AND CONDITIONS OF CONTRACT

- 1 Bidders shall provide full and accurate answers to all (including mandatory) questions posed in this document and are required to explicitly state either "Comply" or "Do not Comply" (with a ✓)" regarding compliance with the requirements. Where necessary, the bidder shall substantiate their response to a specific question.
- 2 A "✓" under "Comply" will be interpreted as full compliance/acceptance to the applicable paragraph. A "✓" under "Do Not Comply" will be interpreted that the Bidder/s has/have read and understood the paragraph, but the bidder **does not accept** the content of the applicable paragraph.
- 3 The following bid conditions will govern the contract between the SAFCOL and the successful bidder:

3.1

This Bid is subject to the General Conditions of Contract referred to in this document.	Comply	Do not Comply

3.2

The laws of the RSA shall govern this RFP, and the bidders hereby accept that the courts of the Republic of South Africa shall have the jurisdiction.	Comply	Do not Comply

3.3

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

3.4

SAFCOL SCM may request written clarification regarding any aspect of this proposal. The bidders must supply the requested information in writing within the specified time frames after the request has been made, otherwise the proposal shall be disqualified.	Comply	Do not Comply

3.5

In the case of Consortium, Joint Venture or Subcontractors, bidders are required to provide copies of signed agreements stipulating the work split and rand value.	Comply	Do not Comply

3.6

SAFCOL reserves the right to; cancel or reject any proposal and not to award the proposal to the lowest bidder or award parts of the proposal to different bidders, or not to award the proposal at all.	Comply	Do not Comply

3.7

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

3.8

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

3.9

Where applicable, SAFCOL reserves the right to conduct benchmarks on product/ services offered during and after the evaluation.	Comply	Do not Comply

3.10

SAFCOL reserves the right to conduct a pre-award's survey during the source selection process to evaluate contractors' capabilities to meet the requirements specified in the RFP and supporting documents.	Comply	Do not Comply

3.11

Where the Bid calls for commercially available solutions, bidders who offer to provide future based solutions will be disqualified.	Comply	Do not Comply

3.12

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

3.13

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

3.14

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

3.15

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

3.16

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

3.17

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

3.18

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

3.19

Bidders who make use of subcontractors. The proposal shall, however, be awarded to the vendor as a primary contractor who shall be responsible for the management of the awarded proposal. No separate contract shall be entered into between SAFCOL and any such subcontractors. Copies of the signed agreements between the relevant parties must be attached to the proposal responses.	Comply	Do not Comply

3.20

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

3.21

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

3.22

Evaluation of Bids shall be performed by an evaluation panel established by SAFCOL. Bids shall be evaluated on the basis of conformance to the required specifications as outlined in the RFP. Points shall be allocated to each bidder, on the basis that the maximum number of points that may be scored for price is 80/90, and the maximum number of preference points that may be claimed for B-BBEE (according to the PPPFA) is 20/10.	Comply	Do not Comply

3.23

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

3.24

The bidders' response to this tender, or parts of the response, shall be included as a whole or by reference in the final contract.	Comply	Do not Comply

3.25

SAFCOL has discretion to extend the validity period should the evaluation of this bid not be completed within the stipulated validity period.	Comply	Do not Comply

3.26

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

3.27

Should the bidder change any wording or phrase in this document, the bid shall be evaluated as though no change has been affected and the original wording or phrasing shall be used.	Comply	Do not Comply
3.28 The Bidder has read, understood and commit to comply with the SAFCOL Supplier code of conduct obtainable from: https://safcol.co.za/wp-content/themes/safcol-v3-theme/assets/documents/SCM-DOC-001-SUPPLIER-CODE-OF-CONDUCT.pdf		

SBD 3.1: PRICING SCHEDULE

Name of bidder:

BID NUMBER: RFB019/2026

Closing Date: 26 October 2026

Closing Time 12:00

PLEASE NOTE:

OFFER TO BE VALID FOR 90 DAYS FROM 26 OCTOBER 2026 (THE CLOSING DATE OF BID).

The bidder must provide the total price for the

RFB018/2026: APPOINTMENT OF A PANEL OF LEGAL SERVICE PROVIDERS FOR A PERIOD OF 5 YEARS ON AN AS AND WHEN REQUIRED BASIS.

This annexure should be completed and signed by the Bidder's authorised personnel as indicated below:
If applicable each year

- 1 Please indicate your total bid price here: R..... (Incl of VAT)
(compulsory)
- 2 **Important: It is mandatory to indicate your total bid price as requested above. This price must be the same as the total bid price you submit in your pricing schedule. Should the total bid prices differ, the one indicated above shall be considered the correct price.**
- 3 **NOTE: All prices must be VAT inclusive and must be quoted in South African Rand (ZAR).**
- 4 Are the rates quoted firm for the full period of the contract?

YES	NO
-----	----
- 5 **Mandatory:** If not firm for the full period, provide details of the basis on which adjustments shall be applied e.g. CPI, and also details of the cost breakdown.
- 6.

No price adjustments that are 100% linked to exchange rate variations shall be allowed.	Comply	Not comply
Substantiate / Comments		

The bidder must indicate clearly , which portion of the service price as well as the monthly costs is linked to the exchange rate.	Comply	Not comply
Substantiate / Comments		

All additional costs must be clearly specified.	Comply	Not comply
Substantiate / Comments		

Price Declaration Form

Dear Sir/Madam

Having read through and examined the Tender Document, Tender no. **RFB019/2026**, the General Conditions, The Requirement and all other Annexes to the Tender Document, we to provide

_____ for the total tendered contract sum of:

R _____ (including VAT)

In Words: R _____ (including VAT).

We confirm that this price covers all services for the:

RFB019/2026: APPOINTMENT OF A PANEL OF LEGAL SERVICE PROVIDERS FOR A PERIOD OF 5 YEARS ON AN AS AND WHEN REQUIRED BASIS.

including but not limited to the supply of all required. We confirm that SAFCOL will incur no additional costs whatsoever over and above this amount in connection with the services related to the provision of these services We undertake to hold this offer open for acceptance for a period of **90 days** from the date of submission of offers. We further undertake that upon final acceptance of our offer; we will commence with delivery when required to do so by the Client.

Moreover, we agree that until formal Contract Documents have been prepared and executed, this Form of Tender, together with a written acceptance from the Client shall constitute a binding agreement between us, governed by the terms and conditions set out in this Request for Proposals.

We understand that you are not bound to accept the lowest or any offer and that we must bear all costs which we have incurred in connection with preparing and submitting this tender.

We hereby undertake for the period during which this tender remains open for acceptance not to divulge to any persons, other than the persons to which the tender is submitted, any information relating to the submission of this tender or the details therein except where such is necessary for the submission of this tender.

SIGNED

DATE:

(Print name of signatory)

Designation

FOR AND ON BEHALF OF:

COMPANY NAME

Tel No

Fax No

Cell No

SBD 4: DECLARATION OF INTEREST

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest¹ in the enterprise,

employed by the state? **YES/NO**

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

Full Name	Identity Number	Name of State institution

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

2.2.1 If so, furnish particulars:

.....
.....

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

2.3.1 If so, furnish particulars:

.....
.....

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

3 DECLARATION

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

- 3.1 I have read, and I understand the contents of this disclosure;
- 3.2 **I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;**
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

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

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

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

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

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**

a) The applicable preference point system for this tender is 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 SYSTEMS

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

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

Where

- P_s = Points scored for price of tender under consideration
 P_t = Price of tender under consideration
 $P_{\min}$ = Price of lowest acceptable tender

Table 1: 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 (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)	Proof/documents to claim points
Procurement from black women owned entities (At least 30% ownership).	5		ID Document, CIPC Documents (company document), BBBEE certificate or Affidavit
Procurement from black owned entities (At least 51% ownership).	8		BBBEE certificate or sworn Affidavit
Procurement from youth owned entities (At least 51% owned by youth).	5		ID Document, CIPC Documents (company document)
Procurement from entities owned by persons with disabilities (At least 51% owned by PWD).	2		Letter from the medical doctor confirming disability.
TOTAL	20		

DECLARATION WITH REGARD TO COMPANY/FIRM

3.2. Name of company/firm.....

3.3. Company registration number:

3.4. 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]

- 3.5. 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:	

TERMS OF REFERENCE

RFB019/2026: APPOINTMENT OF A PANEL OF LEGAL SERVICE PROVIDERS FOR A PERIOD OF 5 YEARS ON AN AS AND WHEN REQUIRED BASIS.

1. BACKGROUND

SAFCOL is a state-owned forestry company listed as a Schedule 2 major public entity in terms of the Public Finance Management Act 1 of 1999. It was established in 1992 following the promulgation of the Management of State Forest Act 128 of 1992 to promote the development in the long term of the forestry industry according to accepted commercial management practice in South Africa. Through its wholly owned subsidiary, Komatiland Forests (KLF), SAFCOL conducts its forestry operations and manages plantation assets in various regions of the country.

2. OBJECTIVE

SAFCOL invites proposals from qualified legal firms to be placed on a panel of preferred legal service legal service providers, engaged on an as-needed basis for SAFCOL and its subsidiaries.

3. SCOPE OF WORK /SPECIFICATION

SAFCOL requires external legal expertise across the following eleven (11) areas of law. Bidders must select a minimum of one (1) and a maximum of three (3) categories. **Bidders selecting more than three categories will be disqualified.**

#	Area of Law/Category	Scope of Work	Key Skills Required	Bidder to select category (Tick ☒ or ☐)
1	Competition Law	Legal advice and litigation on all aspects of competition law (regulatory and common law).	Proven experience in competition law — regulatory and common law aspects.	
2	Corporate Law & Compliance	Advice on governance, regulatory and compliance matters; litigation in this area.	Knowledge of compliance and governance for Schedule 2 public entities in terms of PFMA and Companies Act; corporate finance and regulatory frameworks applicable to SAFCOL.	
3	Administrative Law	Legal opinions and guidance on	Expertise in PFMA, PAJA,, Public Procurement and other	

#	Area of Law/Category	Scope of Work	Key Skills Required	Bidder to select category (Tick ☒ or ☐)
		administrative and public law matters; litigation in this area.	legislation applicable to Schedule 2 public entities.	
4	Tax Law	Tax advice and litigation; including specialised areas such as insurance tax, environmental tax, financial products and trusts.	Knowledge of the SA tax regime, Customs & Excise legislation, international tax and tax-specific legislation.	
5	Law of Delict (Fire Damages)	Legal opinions on fire claims and litigation relating to fire damage.	Knowledge of forestry-related legislation (National Forest Act and related statutes); litigation experience in fire damage matters.	
6	Law of Contract	Legal opinions and guidance on contractual matters; litigation in this area.	In-depth knowledge of contract law; litigation experience;	
7	Property Law, Environmental Law & Intellectual Property	Advice on property rights, IP rights, environmental law compliance and litigation in this area.	Knowledge of property law, NEMA legislative suite, IP rights and copyrights; conveyancing practice and litigation experience.	
8	Negotiable Instruments & Securities Law	Guidance on legal frameworks for negotiable instruments and financial securities; litigation in this area.	Practical knowledge of negotiable instruments and financial securities in commercial transactions.	

#	Area of Law/Category	Scope of Work	Key Skills Required	Bidder to select category (Tick ☒ or ☐)
9	Project & Structured Finance Law	Legal advice on project finance solutions and structured finance transactions for SAFCOL and its subsidiaries.	Knowledge of legal instruments for project finance for Schedule 2 public entities; structured finance transactions.	
10	Labour Law	Guidance on labour and employment matters; litigation in this area.	Practical knowledge of labour law (Individual and Collective Labour Law)all aspects employment law applicable to SAFCOL's employment relationships.	
11	Mozambique Law	Legal services (opinions, litigation etc.) on laws impacting SAFCOL's operations in Mozambique, including the Mozambique tax regime.	In-depth knowledge of relevant Mozambique forestry laws, statutes and tax legislation impacting SAFCOL operations.	

4. EVALUATION CRITERIA

The evaluation criteria for the assessment of the proposals will be based on both qualitative and financial aspects of the proposal. Service Providers will be evaluated on functionality. The bidders who score the minimum threshold provided on functionality will be considered. provided in terms of the Preferential Procurement Regulations, 2022. The Bid documents will be evaluated individually on a score sheet, by a representative of the evaluation panel according to the evaluation criteria indicated in the Terms of Reference. Service Providers will be shortlisted and may possibly be invited to do a presentation on their proposals at their own cost.

All bidders who score less than the minimum threshold of 80 out of 100 points for functionality will not be considered further.

In accordance with the SAFCOL Supply Chain Management Policy, the bid evaluation process shall be carried out in three (3) phases namely:

- Phase 1 (a) Administrative Compliance
- Phase 1 (b) Mandatory Requirements

- Phase 2 Functionality Evaluation
- Phase 3 Specific Goals Evaluation

Phase 1 (a) Administrative Compliance

Description	Comply	Not Comply
Completion in full the Request for Proposal document		
Completion of all SBD Forms (Declaration Forms)		
Proof that tax matters with SARS are in order (SARS Pin Number/ Tax Clearance Certificate)		
copy of proof of company registration documents (e.g., Pty; Trust; CC etc.)		
Original or certified copy of B-BBEE Level of contribution Certificate/sworn affidavit (Failure to attach certificate will lead to non-allocation of points)		
Registration with Central Supplier Database (CSD)		
Joint Venture Agreement (If Applicable)		
A minimum of one (1) and a maximum of three (3) categories selected		

Phase 1 (b) Mandatory requirements

No.	Description:	Comply	Do not comply
1.	Registration with the Legal Practice Council (LPC) — Fidelity Fund Certificate		
2.	Letter of Good Standing (receive from Legal Practice Council(LPC)		
3.	Professional Liability Insurance — proof from a registered FSP		
4.	Attach Conveyancing Certificate (firms bidding for Category 7 only)		
6	Attendance of Compulsory Supplier Briefing Session Bidders must attend compulsory supplier briefing session <i>NB: attendance register will be used to verify compliance. Bidder/s who did not attend briefing session will be disqualified.</i>		

- ***N.B: SAFCOL reserves the right to independently verify the good standing of any bidder or panel member directly with the Legal Practice Council at any time, whether before or after appointment.***
- ***By submitting a bid, the bidder consents to SAFCOL conducting such verification.***
- ***Bidders who fail to meet all mandatory requirements will not be considered for further evaluation.***

Phase 2: Functional Evaluation

Bidders scoring below 80 points on functionality will not be evaluated further.

Evaluation Criterion	Method of evaluation	Points
1. Company Experience (max 40 pts) Bidders must demonstrate relevant experience in the category/categories of law for which they are bidding by submitting reference letters from clients for legal services previously rendered. Bidder must attach reference letter/s similar to the prescribed reference template or use the prescribed Reference template/s. The reference letters must collectively demonstrate the bidder's experience in all the categories of law selected by the bidder. Reference letters may be from the same client. Each reference letter must meet the requirements set out below. For a reference letter to qualify for scoring, it must: - Be on the client's official letterhead; - Be signed and dated by an authorised representative of the client; - Identify the bidder/legal firm; - Clearly specify the nature of service provided; - Indicate the client's level of satisfaction with the services provided and/or the bidder's performance; and - Include sufficient contact details of the referee to enable SAFCOL to verify the reference. SAFCOL Supply Chain Management Unit reserves the right to conduct verification of the signed referral letters with the clients during the Bid Evaluation process as part of due diligence. Reference letters will be verified with the referee (clients of bidder), reference letters submitted which fails verification will not be considered.	The bidder submits fewer than three (3) reference letters, or the bidder's reference letters do not collectively demonstrate experience in all the categories of law selected.	0
	The bidder submits exactly three (3) qualifying reference letters, and the three reference letters collectively demonstrate experience in all the categories of law selected.	20
	The bidder submits more than three (3) qualifying reference letters, and the reference letters collectively demonstrate experience in all the categories of law selected.	40

Evaluation Criterion	Method of evaluation	Points
(This will be applicable to bidders that have reached the final phase of evaluation) NB: Purchase orders and award letters will not be considered as reference letters		
2. Lead Personnel Experience (max 40 pts) CVs for Partners, Directors or Sole Proprietor(s) demonstrating post-admission experience in the relevant area of law. Attach a concise CV with contactable reference/s	Less than 1 year	0
	1 – 3 years	10
	4 – 6 years	20
	7 – 9 years	30
	10 and more years	40
3. Methodology (max 20 pts) Demonstrated Experience in the selected Area of Law(see Section 3 -Scope of Work) The bidder must provide details of experience on matters in the selected area of law handled by the proposed lead practitioner/team which are relevant to the SAFCOL's requirements, including litigation on selected area of law in High Court, Arbitration Tribunals, Appeal Courts matters and/or other forums. The bidder must provide details of at least three (3) relevant matters, indicating: ○ the nature of the matter; ○ the forum in which the matter was conducted; ○ the role of the bidder/proposed practitioner; ○ the outcome/status of the matter; and ○ the period during which the matter was handled.	No relevant experience demonstrated	0
	One relevant matter	5
	Two relevant matters demonstrating experience comparable to SAFCOL's requirements	10
	Three or more relevant matters demonstrating substantial experience in matters comparable to SAFCOL's requirements	20
TOTAL		100
Minimum threshold:		80

N.B: Only Bidders who score the minimum of 80 points will be considered to the panel.

Phase 3 - Specific Goals Evaluation

No price evaluation will be conducted during the appointment of the panel. Pricing will be obtained and evaluated through Requests for Quotations (RFQs) issued to the appointed panel members during the contract period.

Specific goals will, however, be evaluated at the panel appointment stage in accordance with the specific goals approved by SAFCOL and the Preferential Procurement Regulations, 2022. Bidders must submit the prescribed evidence to substantiate their claim for specific-goal points.

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system)	Proof/documents to claim points
Procurement from black women owned entities (At least 30% ownership).	5	ID Document, CIPC Documents (company document), BBBEE certificate or Affidavit
Procurement from black owned entities (At least 51% ownership).	8	BBBEE certificate or sworn Affidavit
Procurement from youth owned entities (At least 51% owned by youth).	5	ID Document, CIPC Documents (company document)
Procurement from entities owned by persons with disabilities (At least 51% owned by PWD).	2	Letter from the medical doctor confirming disability.
TOTAL	20	

5. CONTINUING OBLIGATION

5.1. Appointment to the panel does not discharge the obligation to maintain good standing. A firm appointed to the panel must, for the duration of the panel period:

- (a) maintain a valid Letter of Good Standing at all times;
- (b) submit an updated Letter of Good Standing to SAFCOL annually, on or before the anniversary of the panel appointment date; and
- (c) notify SAFCOL in writing within five (5) business days should the firm or any of its practitioners rendering services to SAFCOL become the subject of any LPC disciplinary proceedings, suspension, or loss of fidelity fund certificate.

5.2. Failure to comply with clause 5.1 shall entitle SAFCOL to suspend or terminate the firm's panel appointment, without prejudice to any other remedy available to SAFCOL.

6. DURATION OF CONTRACT

The establishment of a panel of legal service providers to assist the organisation with rendering specialised legal services, on an “as-and-when required” basis is for a period of five (5) years.

7. PANEL ENGAGEMENT MODEL

- a. The panel consists of top-scoring bidders per legal category who meet the minimum 80-point functionality threshold.
- b. The appointed panel of legal service providers will be required to provide legal services, and will be expected to render services for SAFCOL and its subsidiaries when called upon to do so on an ad-hoc basis.
- c. For each legal requirement, SAFCOL will issue a Request for Quotation (RFQ) to all service providers appointed to the relevant panel/category, in order to ensure a fair, transparent and competitive process for the allocation of assignments.
- d. In requesting quotations and adjudicating the proposals on specific cases and projects, due consideration may be given to some or all of the following factors, including (but not limited to) specific goals, price and conflict of interest.
- e. Placement on the panel does not guarantee that work will be allocated to any service provider.
- f. All panel members must at all times comply with the Code of Conduct of Legal Practitioners under the Legal Practice Act 28 of 2014.
- g. SAFCOL reserves the right to approach the market within the 5 year period to supplement the panel for Legal service providers.

8. SAFCOL'S RESERVED RIGHTS

- a. SAFCOL reserves the right to accept all, some, or none of the bids — in whole or in part.
- b. SAFCOL is not obligated to accept the lowest price or highest-scoring bid if it presents risk to time, cost or quality.
- c. SAFCOL may conduct supplier due diligence at any time before or during the panel period. Any misrepresentation may result in disqualification or termination of the contract.
- d. SAFCOL may make partial awards and is not obligated to procure any minimum quantity.

9. CONTRACTING STRATEGY

The applicable contract will be the NEC4 Professional Services Contract (PSC)

10. DUE DILIGENCE

SAFCOL reserves the right to conduct supplier due diligence prior to final award or at any time during the Contract period. During the due diligence process the information submitted by the bidder will be verified and any misrepresentation thereof may disqualify the bid or Contract in whole or parts thereof.