

**REQUEST FOR PROPOSAL [RFP] FOR THE APPOINTMENT OF PANEL OF SERVICE PROVIDERS TO RENDER AD HOC LEGAL SERVICES TO CEF AND ITS SUBSIDIARIES OVER A PERIOD OF THREE (3) YEARS**

<b>RFP NUMBER:</b>	<b>LPN/07/2022</b>
<b>ISSUE DATE:</b>	<b>25 JULY 2022</b>
<b>NON-COMPULSORY BRIEFING SESSION:</b>	<b>03 July 2022 @10H00</b> <b>On MS Teams</b> <a href="#">Click here to join the meeting</a>
<b>CLOSING DATE:</b>	<b>23 AUGUST 2022 @12H00,</b> <b>MIDDAY</b>
<b>TENDER VALIDITY PERIOD:</b>	<b>120 DAYS FROM THE CLOSING</b> <b>DATE (21 DECEMBER 2022)</b>

## SCHEDULE OF TENDER DOCUMENTS

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- Annexure A: SBD 1: Invitation to Bid
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- Annexure C: Scope of work
- Annexure D: Technical evaluation criteria

### LIST OF ACRONYMS

CEF (SOC) LTD	Central Energy Fund – State Owned Company Limited
EME	Exempted Micro Enterprise
GBC	General Tender Conditions
ID	Identity Document
JV	Joint Venture
LOA	Letter of Award
NDA	Non-Disclosure Agreement
PTN	Post-Tender Negotiations
QSE	Qualifying Small Enterprise
RFP	Request for Proposal
SME	Small Medium Enterprise
SOC	State Owned Company
VAT	Value-Added Tax
ZAR	South African Rand

**PLEASE USE THE TABLE BELOW TO INDICATE WHICH PANEL YOU BIDDING FOR:**

No.	PROFESSIONAL SERVICE	MARK WITH AN "X"
1.	<b>Energy Law:</b> <ul style="list-style-type: none"> <li>• Mineral Resources;</li> <li>• Petroleum and other;</li> <li>• Renewable Energy (IPP Programme), Renewable Energy Laws/regulations;</li> <li>• Power Generations and Electricity Regulations and Laws;</li> <li>• Natural Gas legislations, regulations, acquisition, storage, pipeline and trading, in both South African and SADC etc.</li> </ul>	
2.	Labour Relations and Employment related laws	

3.	Constitutional, Administrative Law, and/or Regulatory matters	
4.	Tax law	
5.	Supply Chain / Procurement related Law/ Public Law (including expertise in PFMA, Public Procurement and other applicable SCM legislation impacting CEF, its subsidiaries	
6.	Litigation: criminal/Civil Law	
7.	Competition Law	
8.	Minerals/Mining Laws	
9.	Information Technology Governance	
10.	Transport, Shipping and Marine Laws	
11.	Environmental Laws	
12.	Intellectual Property Law	
13.	Financial Instruments and Insurance Laws	
14.	Commercial and Corporate law	
15.	Corporate Governance and forensic investigation reporting and security regulatory advisory	
16.	Merger and Acquisitions, Structured finance, corporate finance, and Project finance	
17.	International Law	
18.	International Law firms	
19.	Advocates	

**NB:** Kindly note that should a service provider bid for more than one service, the bids must be separate documents/submissions. In other words, a service provider cannot use 1 bid for multiple services.

## PART 1: NOTICE TO BIDDERS

### 1 INVITATION TO TENDER

Submissions to this RFP [hereinafter referred to as a **Tender** or a **Proposal**] are requested from persons, companies, close corporations or enterprises [hereinafter referred to as an **entity**, or **Bidder**].

Bidders must ensure that tenders are delivered timeously to the correct email address. As a rule, if a tender is late or delivered to the incorrect address, it will not be accepted for consideration.

### 2 COMPULSORY/NON-COMPULSORY BRIEFING SESSION

#### 2.1 Non-Compulsory briefing session

A non-compulsory briefing session will take place on the 03 August 2022 at 10:00 morning on Teams. Please find the link below in order to join the meeting (Ctrl + click):

[Click here to join the meeting](#)

### 3 DELIVERY INSTRUCTIONS FOR RFP

#### 3.1 Delivery by hand

The proposals must be deposited in the CEF (SOC) Ltd **tender box** which is located at **152 Ann Crescent, Upper Grayston Office Park, Block C, CEF House, Ground Floor, Strathavon, Sandton, Johannesburg.**

**It should also be noted that the above tender box is accessible from 07h30 to 16h30 weekdays only**

#### 3.2 Dispatch by courier

- If dispatched by courier, the proposal must be delivered to the above address. ***When signing the register, the courier company must use the bidder's name on the submission register at the reception.***

**PLEASE ATTACH A PAGE ON THE PROPOSAL WITH THE BIDDERS' DETAILS TO ENSURE PROPER RECORD ON THE SUBMISSION REGISTER.**

- If submissions are not delivered as stipulated herein, such submissions will not be considered.
- Envelopes must not contain documents relating to any RFQ other than that shown on the envelope.

## 4 COMMUNICATION

- For specific technical and procurement **queries**, the dedicated CEF (SOC) Ltd employee is **Xola Mashabane with email [xolam@cefgroup.co.za](mailto:xolam@cefgroup.co.za)**. The closing date for technical queries is 01 June 2022, EOB.
- After the closing date of the RFP, a bidder may only communicate with the Procurement Department, specific person for this RFP on any matter relating to this RFP.
- Bidders are to note that changes to its submission will not be considered after the closing date.
- Bidders are warned that a proposal will be liable to disqualification should any attempt be made by a bidder either directly or indirectly to canvass any officer or employee of CEF (SOC) Ltd in respect of this RFP between the closing date and the date of the award of the business. Furthermore, bidders found to be in collusion with one another will be automatically disqualified and restricted from doing business with CEF (SOC) Ltd in the future.

## 5 INSTRUCTIONS FOR COMPLETING THE RFP

- All returnable documents tab led in the proposal form [Part 3] must be returned with your Proposal.
- Unless otherwise expressly stated, all Proposals furnished pursuant to this RFP shall be deemed to be offers. Any exceptions to this statement must be clearly and specifically indicated
- The successful bidder [hereinafter referred to as the Service Provider] shall be in full and complete compliance with all applicable laws and regulations.

## 6 REPUDIATIONS

Bidders are hereby advised that CEF (SOC) Ltd is not committed to any course of action as a result of its issuance of this RFP and/or its receipt of proposals. In particular, please note that CEF (SOC) Ltd reserves the right to:

- Modify the RFP's services and request bidders to re-tender on any such changes;
- Reject any proposal which does not conform to instructions and scope of work which are detailed herein;

- Disqualify proposals submitted after the stated submission deadline [closing date];
- Not necessarily accept the lowest priced proposal or an alternative tender;
- Reject all proposals, if it so decides;
- Withdraw the RFP on good cause shown;
- Award a contract in connection with this proposal at any time after the RFP's closing date;
- Award a contract for only a portion of the proposed services which are reflected in the scope of this RFP;
- Split the award of the contract between more than one bidder; or
- Make no award of a contract.
- Remove or add scope of work during the contract period.

In addition, CEF (SOC) Ltd reserves the right to exclude any bidder from the tendering process who has been found guilty of a serious breach of law during the preceding 5 [five] years, including but not limited to breaches of the Competition Act 89 of 1998. Bidders are required to declare such serious breach of law during the past 5 [five] years in Part 7 [Breach of Law].

Furthermore, CEF (SOC) Ltd reserves or its authorised representatives to conduct a "due diligence" on tender(s) regarding the Bidder's legal and empowerment status, technical ability, creditworthiness, security clearance, etc. By submitting a tender, bidder (s) undertakes to co-operate fully in this regard, within two days of receiving notification from CEF (SOC) Ltd.

CEF (SOC) Ltd reserves the right to undertake post-tender negotiations [PTN] with selected bidders or any number of short-listed bidders, such PTN to include, at CEF (SOC) Ltd's option, any evaluation criteria listed in this RFP document.

CEF (SOC) Ltd reserves the right to award the business to the highest scoring bidder/s unless objective criteria justify the award to another bidder.

Kindly note that CEF (SOC) Ltd will not reimburse any bidder for any preparatory costs or other work performed in connection with its proposal, whether or not the bidder is awarded a contract.

## **7 REASONS FOR DISQUALIFICATION**

CEF reserves the right to disqualify any bidder on the following basis;

- Bidders who do not submit a valid Tax compliance status and / or proof of application of such as endorsed by SARS on the closing date and time of

the bid submission and / or failure to provide the CEF with its SARS issued Tax Verification PIN code giving access to the CEF to electronically verify tax compliance;

- Bidders who submit incomplete information and documentation according to the requirements of this RFP document;
- Bidders who submit information that is fraudulent, factually untrue or inaccurate information;
- Bidders who receive information not available to other potential bidders through fraudulent means;

## **8 LEGAL REVIEW**

A proposal submitted by a bidder will be subjected to review and acceptance or rejection of its proposed contractual terms and conditions by CEF (SOC) Ltd's Legal Counsel, prior to consideration for an award of business.



## PART 2: BACKGROUND, OVERVIEW AND SCOPE OF REQUIREMENTS

### 1. BACKGROUND OF THE PROJECT/SCOPE OF WORK

Refer to Annexure C

### 2. GENERAL SERVICE PROVIDER OBLIGATIONS

- The Service Provider(s) shall be fully responsible to CEF (SOC) Ltd for the acts and omissions of persons directly or indirectly employed by them.
- The Service Provider(s) must comply with the requirements stated in this RFP.

### 3. EVALUATION METHODOLOGY

CEF (SOC) Ltd will utilise the following methodology and criteria in selecting a preferred Service Provider, if so required:

**Phase 1:** Administrative Response;

**Phase 2:** Mandatory Requirements;

**Phase 3:** Technical evaluation;

#### Phase 1: Test for Administrative Responsiveness

The test for administrative responsiveness will include the following:

Administrative responsiveness check
<ul style="list-style-type: none"> <li>• Whether the Tender has been received on time</li> </ul>
<ul style="list-style-type: none"> <li>• Whether all Returnable Documents were completed and returned by the closing date and time</li> </ul>
<ul style="list-style-type: none"> <li>• Verify the validity of all returnable documents (Mandatory documents)</li> </ul>

**Phase 2: Mandatory Requirements;**

**Phase 3: Technical evaluation;**

### PART 3: PROPOSAL FORM

I/We \_\_\_\_\_  
[name of entity, company, close corporation or partnership]  
of [full address]  
\_\_\_\_\_

\_\_\_\_\_ carrying on business trading/operating as

represented by \_\_\_\_\_  
in my capacity as \_\_\_\_\_  
being duly authorised thereto by a Resolution of the Board of Directors or Members  
or Certificate of Partners hereby offer to provide the abovementioned Services at  
the prices quoted in the schedule of prices in accordance with the terms set forth  
in the documents listed in the accompanying schedule of RFP documents.

I/We agree to be bound by those conditions in CEF (SOC) Ltd's:

(i) Contract Conditions (to be available for the successful Bidder

I/We accept that unless CEF (SOC) Ltd should otherwise decide and so inform me/us in the letter of appointment, this Proposal [and, if any, its Annexures and Appendices], together with CEF (SOC) Ltd's acceptance thereof shall constitute a binding contract between CEF (SOC) Ltd and me/us.

Should CEF (SOC) Ltd decide that a formal contract should be signed and so inform me/us in a letter of appointment, this Proposal, Purchase Order [and, if any, its Annexures and Appendices] shall constitute a binding contract between CEF (SOC) Ltd and me/us until the formal contract is signed.

I/We further agree that if, after I/we have been notified of the acceptance of my/our Proposal, I/we fail to enter into a formal contract if called upon to do so, or fail to commence the provision of Services within 4 [four] months thereafter, CEF (SOC) Ltd may, without prejudice to any other legal remedy which it may have, recover from me/us any expense to which it may have been put in calling for Proposals afresh and/or having to accept any less favourable Proposal.

I/We accept that any contract resulting from this offer will be for a period of 3 months. Furthermore, I/we agree to a penalty clause/s to be negotiated with CEF (SOC) Ltd, which will allow CEF (SOC) Ltd to invoke a penalty against us for non-compliance with material terms of this RFP including the delayed provision of the Services In addition, I/we agree that non-compliance with any of the material terms of this RFP, including those mentioned above, will constitute a material breach of contract and provide CEF (SOC) Ltd with cause for cancellation.

#### ADDRESS FOR NOTICES

The law of the Republic of South Africa shall govern any contract created by the acceptance of this RFP. The domicilium citandi et executandi shall be a place in

the Republic of South Africa to be specified by the Bidder hereunder, at which all legal documents may be served on the Bidder who shall agree to submit to the jurisdiction of the courts of the Republic of South Africa. Foreign Bidders shall, therefore, state hereunder the name of their authorised representative in the Republic of South Africa who has the power of attorney to sign any contract, which may have to be entered into in the event of their Proposal being accepted and to act on their behalf in all matters relating to such contract.

Bidder to indicate the details of its domicilium citandi et executandi hereunder:

Name of Entity: \_\_\_\_\_

Facsimile: \_\_\_\_\_

Address:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

#### **NOTIFICATION OF AWARD OF RFP**

As soon as possible after approval to award the contract(s), the successful bidder **[the Service Provider]** will be informed of the acceptance of its proposal. Unsuccessful bidders will be advised in writing.

#### **VALIDITY PERIOD**

CEF (SOC) Ltd requires a validity period of 90 [ninety] days [from closing date] against this RFP.

#### **NAME(S) AND ADDRESS / ADDRESSES OF DIRECTOR(S) OR MEMBER(S)**

The bidders must disclose hereunder the full name(s) and address(s) of the director(s) or members of the company or close corporation [CC] on whose behalf the RFP is submitted.

(i) Registration number of company / C.C.

\_\_\_\_\_

(ii) Registered name of company / C.C.

\_\_\_\_\_

(iii) Full name(s) of director/member(s) Address/Addresses ID Number(s)

#### **CONFIDENTIALITY**

All information related to this RFP is to be treated with strict confidence. All information related to a subsequent contract, both during and after completion thereof, will be treated with strict confidence. Should the need however arise to divulge any information gleaned from provision of the Services, which is either directly or indirectly related to CEF (SOC) Ltd's business, written approval to divulge such information must be obtained from CEF (SOC) Ltd.

## RETURNABLE DOCUMENTS

**Returnable Documents** means all the documents, Parts and Annexures, as listed in the tables below.

### a) Returnable Documents

**Failure to submit Returnable Documents at the closing date and time of this tender may result in a bidder's disqualification. Bidders are therefore urged to ensure that all these documents are returned with their Proposals.**

Please confirm submission of the Returnable Documents detailed below by so indicating [Yes or No] in the table below:

RETURNABLE DOCUMENTS	YES	NO
Valid SARS tax compliance status [Consortia / Joint Ventures must submit a separate Tax Clearance Certificate for each party]		
CSD Summary Report/CSD supplier number		
PART 3 : Proposal Form		
PART 4 : Signing Power - Resolution of Board of Directors		
PART 5 : Certificate of Acquaintance with RFP Documents		
PART 6 : Certificate of Acquaintance with Scope of Work		
PART 7 : Breach of Law Form		
ANNEXURE A : SBD 1 Invitation to bid		
ANNEXURE B: SBD 4 Bidders disclosure		

### CONTINUED VALIDITY OF RETURNABLE DOCUMENTS

The successful Bidder will be required to ensure the validity of all returnable documents, including but not limited to its Tax compliance status for the duration of any contract emanating from this RFP.

Should the Bidder be awarded the contract **[the Agreement]** and fail to present CEF (SOC) Ltd with such renewals as and when they become due, CEF (SOC) Ltd shall be entitled, in addition to any other rights and remedies that it may have in terms of the eventual Agreement, to terminate such Agreement forthwith without any liability and without prejudice to any claims which CEF (SOC) Ltd may have for damages against the Bidder.

By signing these RFP documents, the Bidder is deemed to acknowledge that he/she has made himself/herself thoroughly familiar with all the conditions governing this RFP, including those contained in any printed form stated to form part hereof, and CEF (SOC) Ltd SOC Ltd will recognise no claim for relief based on an allegation that the bidder overlooked any such condition or failed properly to take it into account for the purpose of calculating tendered prices or otherwise.

#### PART 4: SIGNING POWER – RESOLUTION OF BOARD OF DIRECTORS

NAME OF ENTITY: \_\_\_\_\_

It was resolved at a meeting of the Board of Directors held on \_\_\_\_\_ that

FULL NAME(S)

CAPACITY

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

in his/her capacity as indicated above is/are hereby authorised to enter into, sign, execute and complete any documents relating to this Proposal and any subsequent Agreement for the provision of Services. A list of those person(s) authorised to negotiate on behalf of the abovementioned entity [if not the authorised signatories] is also submitted along with this Proposal together with their contact details.

FULL NAME \_\_\_\_\_

\_\_\_\_\_  
SIGNATURE CHAIRMAN

FULL NAME \_\_\_\_\_

\_\_\_\_\_  
SIGNATURE SECRETARY

## PART 5: CERTIFICATE OF ACQUAINTANCE WITH RFP DOCUMENTS

NAME OF ENTITY: \_\_\_\_\_

1. I/We \_\_\_\_\_ do hereby certify that I/we acquainted myself/ourselves with all the documentation comprising this RFP and all conditions contained therein, as laid down by CEF (SOC) Ltd SOC Ltd for the carrying out of the proposed service for which I/we submitted my/our Proposal.
2. I/we furthermore agree that CEF (SOC) Ltd shall recognise no claim from me/us for relief based on an allegation that I/we overlooked any RFP/contract condition or failed to take it into account for the purpose of calculating my/our offered prices or otherwise.
3. I/We accept that an obligation rests on me/us to clarify any uncertainties regarding this Tender which I/we may have, before submitting the Tender. I/We agree that I/we will have no claim based on an allegation that any aspect of this RFP was unclear but in respect of which I/we failed to obtain clarity.
4. I/we understand that the accompanying Tender will be disqualified if this Certificate is found not to be true and complete in every respect.
5. For the purposes of this Certificate and the accompanying Tender, I/we understand that the word "competitor" shall include any individual or organisation, other than the Bidder, whether or not affiliated with the Bidder, who:
  - a) Has been requested to submit a Tender in response to this Tender invitation;
  - b) Could potentially submit a Tender in response to this Tender invitation, based on their qualifications, abilities or experience; and
  - c) Provides the same Services as the Bidder and/or is in the same line of business as the Bidder
6. The Bidder has arrived at the accompanying Tender independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium will not be construed as collusive Tendering.
7. In particular, without limiting the generality of paragraph 5 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
  - a) Prices;

- b) Geographical area where Services will be rendered [market allocation]
  - c) Methods, factors or formulas used to calculate prices;
  - d) The intention or decision to submit or not to submit, a Tender;
  - e) The submission of a Tender which does not meet the scope of work and conditions of the RFP; or
  - f) Tendering with the intention of not winning the Tender.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, scope of work and conditions or delivery particulars of the Services to which this RFP relates.
9. The terms of the accompanying Tender 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 Tender opening or of the awarding of the contract.
10. I/We am/are aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to tenders and contracts, Tenders that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of Part 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 10 [ten] years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

SIGNED at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

\_\_\_\_\_  
SIGNATURE OF WITNESS

\_\_\_\_\_  
SIGNATURE OF BIDDER

## PART 6: CERTIFICATE OF ACQUAINTANCE WITH SCOPE OF WORK

I/We \_\_\_\_\_ do hereby certify that I/we acquainted myself/ourselves with all the documentation comprising the Scope of Work for the carrying out of the proposed Services for which I/we submitted my/our Proposal.

I/We furthermore agree that CEF (SOC) Ltd SOC Ltd shall recognise no claim from me/us for relief based on an allegation that I/we overlooked any provisions of the Scope of Work or failed to take it into account for the purpose of calculating my/our offered prices or otherwise.

I/We confirm having been advised that a signed copy of this Schedule can be submitted in lieu of the Scope of Work as confirmation in terms of the Returnable Schedule.

SIGNED at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

\_\_\_\_\_  
SIGNATURE OF WITNESS

\_\_\_\_\_  
SIGNATURE OF BIDDER



## PART 7: BREACH OF LAW FORM

NAME OF ENTITY: \_\_\_\_\_

I/We \_\_\_\_\_

do hereby certify that I/we **have/have not been** [delete as applicable] found guilty during the preceding 5 [five] years of a serious breach of law, including but not limited to a breach of the Competition Act, 89 of 1998, by a court of law, tribunal or other administrative body. The type of breach that the Bidder is required to disclose excludes relatively minor offences or misdemeanours, e.g. traffic offences.

Where found guilty of such a serious breach, please disclose:

NATURE OF BREACH:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

DATE OF BREACH:

\_\_\_\_\_

Furthermore, I/we acknowledge that CEF (SOC) Ltd SOC Ltd reserves the right to exclude any Bidder from the Tendering process, should that person or entity have been found guilty of a serious breach of law, tribunal or regulatory obligation.

SIGNED at \_\_\_\_\_ on this \_\_\_\_\_ day of  
\_\_\_\_\_ 20\_\_

\_\_\_\_\_  
SIGNATURE OF WITNESS

\_\_\_\_\_  
SIGNATURE OF BIDDER