



TERMS OF REFERENCE

APPOINTMENT OF A PANEL OF ATTORNEYS FOR THE PROVISION OF LEGAL SERVICES FOR THE OFFICE OF HEALTH STANDARDS COMPLIANCE (OHSC) FOR A PERIOD OF THREE (3) YEARS



Office of Health Standards Compliance
Ensuring quality and safety in health care

TENDER NUMBER	OHSC/05/SEPTEMBER/2023
DESCRIPTION	1.1. The OHSC would like to invite suitable, qualified and competent firms of attorneys to send proposals to be considered for inclusion on its panel of attorneys, as 'preferred service providers'. Preferred service providers imply that the selected firms are a pool, not necessarily the only contracted service provider. The panel of attorneys will be required to provide legal services to the OHSC, on an ad hoc basis. 1.2. The period of appointment to the panel of attorneys is initially for a period of three (3) years. 2. TERMS AND CONDITIONS OF CONTRACT 2.1. This Request for Proposal (RFP), as compiled by the OHSC is being made available, on the same basis to all bidders and a bidder submitting a response thereto will be deemed to do so on the basis that they acknowledge and accept the terms and conditions set out below and in the general bid documents: - 2.2. Supplier performance management is viewed by the OHSC as a critical component in ensuring value for money acquisition and good supplier relations between the OHSC and all its suppliers. The successful bidder shall upon receipt of written notification of an award, be required to conclude a master services agreement (MSA) which will form an integral part of the supply agreement. This MSA will serve as a tool to measure, monitor and assess the supplier's performance and ensures effective delivery of service, quality and value-add to the OHSC. The scope of work shall form part of the aforementioned agreement.

2.3. Confidentiality

2.3.1. The firms of attorneys will be required to sign confidentiality and/or indemnity agreements with the OHSC.

2.3.2. The bidder undertakes, at any time during the term of its appointment and after any termination or cancellation thereof, not to directly or indirectly disclose, or directly or indirectly not use, whether for its own benefit or that of any other person any confidential information of the OHSC including that of or any information relating to its employees, suppliers, donors or stakeholders.

2.4. Intellectual property rights

2.4.1. All copyright and intellectual property rights that may result as consequences of the work to be performed will become the property of the OHSC.

2.4.2. Firms of attorneys must hand over all documents and information in any format, including copies thereof, that it received from the OHSC or that it had access to during the assignment immediately after completion of the assignments to the OHSC.

2.4.3. Firms of attorneys shall deliver to the OHSC, on completion of an assignment, any security devices, passwords or protective mechanisms to the soft versions of documents that were written and the OHSC will have the right to amend and change these without obligation whatsoever to the firms of attorneys upon completion of the assignment.

3. General Instructions and Conditions

3.1. A due diligence review may be conducted at the sole discretion of the OHSC at any time prior to the awarding of the contract which may include but is not limited to conducting site visits at bidders' offices.

3.2. Only legal practices established and registered in accordance with the provisions of the Legal Practice Act, 2014 will be considered for this tender.

3.3. The OHSC does not guarantee that bidders will receive instructions in the event that they are appointed onto the OHSC panel of attorneys.

3.4. All instructions to selected attorneys on the panel of attorneys shall be given, in writing, by a duly authorised representative of the OHSC.

3.5. The OHSC reserves the right to interview panel members that would have been short listed for specific assignments.

3.6. The OHSC may, at its sole discretion award an assignment or any part thereof to more than one panel member or to any legal firm not forming part of the panel of attorneys depending on the nature of the assignment.

3.7. The firms of attorneys may not cede or assign any part of its agreement with the OHSC nor subcontract any part of the work assigned to them without the prior written authorisation of the OHSC.

3.8. Failure to comply with any condition of this request for a proposal will invalidate any prospective proposal received.

3.9. Regular monthly written feedback must be given to the Director: Legal Services, or his/her nominee on all matters, including employment law and medico legal matters, received from the OHSC with the service provider, at no costs to the OHSC.

3.10. Successful bidders will be required to negotiate fees with advocates before a brief is finalised. Service providers may not appoint counsel, unless written instructions to this effect have been received from the OHSC with due written motivation.

3.11. Payment of legal fees by the OHSC will be effected within 30 (thirty) days from date of receipt of an acceptable invoice.

3.12. In the event that any conflict of interest is discovered during a particular assignment, the OHSC reserves the right to summarily cancel the services agreement and demand that all information, documents and property of the OHSC be returned forthwith.

3.13. Where the panel falls short of experience and expertise in specific fundamental legal aspects, the OHSC reserves the right to appoint firms outside the appointed panel.

3.14. The OHSC shall be entitled, in its discretion to remove a firm of attorneys from the panel before the expiry of the three (3) years period by written notice and recall all the files in the possession of the said firm of attorneys.

3.15. No entity may be involved, whether directly or indirectly, in more than one Bid in response to the RFP. A failure to comply with

	this requirement may, within the sole discretion of the OHSC, result in disqualification of the relevant entity.
TENDER BRIEFING	Date: N/A Time: 11h00 at the Office of Health Standards Compliance office. 79 Steve Biko Road, Arcadia, Pretoria, 0084.
ENQUIRIES	Enquiries must be in writing ONLY and directed as follows: SCM/Administration: Supply Chain Management - Phemelo Kgwele at pkgwele@ohsc.org.za Technical: Ms K Padayachee: kpadayachee@ohsc.org.za
CLOSING DATE	Date: 2023 Time: 11H00 (GMT +2) at above mentioned address Address: Office of Health Standards Compliance. 79 Steve Biko Road, Arcadia, Pretoria, 0084.

1 OVERVIEW OF THE OHSC

The Office of Health Standards Compliance (OHSC) is a health sector regulator established in terms of the National Health Act, 2003 (Act No 61 of 2003, as amended). The purpose of the OHSC is "to protect and promote the health and safety of users of health services" by:

- a. monitoring and enforcing compliance by health establishments with norms and standards prescribed by the Minister of Health and
- b. ensuring consideration, investigation and disposal of complaints relating to non-compliance with prescribed norms and standards in a procedurally fair, economical, and expeditious manner.

2 SUMMARY OF SCOPE

The OHSC seeks to appoint a Service Provider for the provision of legal services to its various programmes and business units for a period of three (3) years.

3 PROJECT BACKGROUND

The OHSC requires legal support services for its business units, including but not limited to:

3.1. Litigation

3.2 Commercial Law, Contract Law

3.3 Medico legal practice

3.4 Procurement Law, Administrative Law and Constitutional Law

3.5 Intellectual Property Law

3.6 Conveyancing and Property Law

3.7 Employment Law

3.8 Criminal Law

4. SCOPE OF WORK

- 4.1. The preferred service providers will be expected to render services on an ad hoc basis to the OHSC in the service categories set out below. Bidder should indicate by ticking the boxed below, which service categories they are bidding for. -

ITEM	SERVICE CATEGORIES	PLEASE TICK (✓)
1.	<u>Litigation</u> ➤ Represent the OHSC and the Office of the Health Ombud (OHO) in litigation, both High Court and Magistrates' Court litigation once instructed by a duly authorised representative of the OHSC. ➤ Advise the OHSC on best strategy in litigation where actions and / or motions are brought against the OHSC and the OHO ➤ Firms appointed to the panel for Litigation need to provide the OHSC with contact detail of a professional staff member to be available at all time in the event of urgent matters, including but not limited to urgent applications to High Court, ➤ Advise and motivate to the OHSC where the use of counsel is deemed necessary based on a specific instruction. ➤ Initiate litigation on behalf of the OHSC and the OHO where so instructed. ➤ Advising the OHSC on amendments to legislation relating to litigation and court rules affecting the OHSC and the OHO ➤ Informing the OHSC of recent judgments that may impact the execution of the functions of the OHSC and	

	the OHO ➤ Firms need to indicate the right of appearance of the team dedicated to the OHSC, both in the High Court and Magistrates' Court.	
2.	<u>Commercial law, Contract law</u> ➤ Draft specific contracts as instructed by the OHSC. ➤ Comment on draft agreements submitted to the firm for input by the OHSC. ➤ Recommend and draft amendments to agreements of the OHSC. ➤ Advise on the interpretation and implementation of agreements. ➤ Advise on any commercial matter referred to it by the OHSC including the drafting of documents. ➤ Advise the OHSC on any developments in law relating to commercial and contract law. ➤ Advise the OHSC, its Board and the OHO on any commercial aspect affecting the functioning of the Board and all corporate governance aspects.	
3.	<u>Medico Legal Practice</u> ➤ 3.1 General Medico Legal matters- Provision of ad hoc legal opinions and ad hoc legal advice to the OHSC and to the OHO on complaints received. ➤ Represent the OHO at appeal tribunals. ➤ Review investigation reports on an ad hoc basis ➤ Interact with the complainant, medico legal experts, clinicians and other health professionals in rendering any service to the OHO and the OHSC ➤ 3.2. Health Standards Design, Analysis and Support Advise on the legal rigour, standing and enforceability of the various processes in relation to: ➤ Translation of norms and standards regulations into	

	inspection tools ➤ The processes to ensure validity and reliability of inspection tools ➤ The methods for computation of inspection findings as outlined in the Compliance Status Framework ➤ The Annual Returns, Early Warning System and Health Establishment Register ➤ The use of the OHSC data for purposes such as research projects and publications 3.3. Certification and Enforcement Support ➤ Serve on the OHSC's Enforcement Committee on an ad hoc basis. ➤ Represent and provide legal opinion to the OHSC in Certification-related disputes. ➤ Preside over the OHSC's-initiated Enforcement tribunals	
4.	Procurement Law, Administrative Law and Constitutional Law ➤ Advise on specific aspects of the Constitution as instructed by the OHSC. ➤ Indicate Constitutional implications of proposals made by the OHSC and / or the OHO as instructed. ➤ Advise OHSC and OHO on the constitutionality of proposed legislation as instructed. ➤ Advise the OHSC and the OHO on Constitutional Court findings which may impact on the functioning of the OHSC or the OHO. ➤ Represent the OHSC and OHO in Constitutional Court, High Court and Equity Court matters as instructed, and advise and motivate for suitable counsel to be used, if required. ➤ Advise the OHSC and OHO on Administrative Law matters as instructed.	

	➤ Advise the OHSC and OHO on requests and applications received in terms of the Promotion of Access to Information Act, 2000 and the Promotion of Administrative Justice Act, 2000 as instructed. ➤ Advise the OHSC and OHO on disputes in terms of the Intergovernmental Relations Framework Act, 2005 as instructed. ➤ Advise the OHSC and OHO on the interpretation of the Public Finance Management Act, 1999 and any regulations and circulars issued in terms of the Act, including but not limited to procurement as instructed. ➤ Advise the OHSC and OHO on Preferential Procurement Policy Framework Act, 2000 and any regulations and circulars issued in terms of the Act as instructed. ➤ Advise the OHSC and OHO on any other procurement matter as instructed. ➤ Advise the OHSC and OHO of any judgments relating to administrative law and procurement law, which might affect the OHSC and OHO	
5.	<u>Intellectual Property Law</u> ➤ Advise the OHSC and OHO on all aspects of copy right, patents, trademarks and trade secrets as instructed. ➤ Advise the OHSC and OHO on any developments in intellectual property law which might affect the OHSC or OHO.	
6.	Conveyancing and Property Law ➤ Advise the OHSC on any matter relating to property law, conveyancing and notarial aspects as instructed. ➤ Attend to conveyancing and / or notarial matters as instructed. ➤ Advise the OHSC and OHO of developments in	

	property law and conveyancing which might affect the OHSC or OHO	
7.	<u>Employment Law and Alternative Dispute Resolution</u> Individual Employment Law ➤ Drafting and interpretation of employment contracts for all employees, including the CEO. ➤ Handling and presiding over grievances and disciplinary enquiries of all employees including directors and executives and acting as initiators/prosecutors at hearings. ➤ Provision of general labour related advice, legal opinions or related services. ➤ Advice on changing employment law legislation and its potential impact (e.g. BCEA, LRA and Employment Equity Act etc.) as well as workplace discipline and counselling ➤ Represent the employer at arbitrations, mediations, the Labour Courts and other forums for labour disputes. ➤ Dealing with dismissals for misconduct, incapacity and operational requirements ➤ Provision of employment law training as and when required. ➤ Litigation relating to employment Law matters. Collective Employment Law ➤ Advise on strikes, collective bargaining, restructuring, disputes over the interpretation and application of collective agreements, litigation in all labour tribunals and courts. Employee Benefit Law: - ➤ Advise on the law relating to retirement funding,	

	pension funds, medical aid funding. Occupational Health and Safety Law: - ➤ representing the OHSC in investigations and enquiries relating to health and safety law;	
8.	<u>Criminal Law</u> ➤ Represent the OHSC and OHO in any criminal matter brought against it, as instructed. ➤ Represent the OHSC and OHO in any criminal matter in which it may have an interest, as instructed. ➤ Represent any employee of the OHSC or OHO in any criminal matter brought against him/ her, resulting from the exercise of his / her duties as an employee, as instructed. ➤ Represent the OHSC or OHO in any criminal investigation as instructed. ➤ Represent the OHSC or OHO in any forum or other hearing provided for in the Criminal Procedure Act, 1977. ➤ Assist the OHSC or OHO with any internal investigation where it is deemed that a criminal offense has been committed.	

NOTE: Bidders may submit proposals in respect of any one or a combination of the 8 services categories. Please indicate which service categories under 4.1 you are bidding for. Bidders must indicate in their proposals the relevant experience and exposure as well as the capacity of the bidder in relation to each of the selected service categories.

4.2. The OHSC intends to promote broad based transformation and development of small and medium firms in this industry and as such will appoint firms in the following categories. The bidder must indicate, in the table below, with a tick (✓) the category relevant to it:

FIRM CATEGORY	DEFINITION	PLEASE TICK (✓)
Category 1: Small Firms	Firms with an annual turnover of not more than R10 million	
Category 2: Medium Firms	Firms with an annual turnover greater than R10 million but less than R50 million	
Category 3: Large Firms	Firms with an annual turnover greater than R50 million	

Note: Bidders must submit their latest audited financial statements as proof of their annual turnover as confirmed by an independent accountant. Small businesses with no financial history, must submit a letter from their independent accounting firm confirming their financial status and / or projections.

4.3. SKILLS TRANSFER

The successful preferred suppliers will be required to ensure transfer of skills to in house legal advisors of the OHSC as and when they are issued with instructions/assignments by the OHSC.

5. REQUIRED SKILLS AND EXPERIENCE

5.1. Lead Attorney: Knowledge and expertise

The bidder must show experience, expertise, and competence of more than ten (10) years (post admission) of the lead attorneys (LA) in each service category the bidder is bidding for.

5.2. Project Team: Knowledge and expertise

The bidder must demonstrate the experience, expertise, and competence of lawyers currently in the bidder's employ in the service category the bidder is bidding for, including the ability to conduct research.

The bidder should indicate lawyers and administrative support staff making up the project team under each service category the bidder is bidding for, demonstrating in relation to the selected service category the lawyers':-

- qualifications (proof to be provided)
- experience (including years), expertise, and competencies;
- ability to conduct research and types of research conducted;
- position/designation; and
- indication of admission as attorney/conveyancer/notary public (proof to be provided)

Each member of the project team will submit a duly deposed affidavit confirming his / her qualification, experience, expertise, and competencies as well as position and admission.

5.3. Capacity of the firm

The bidder must demonstrate experience in the service categories they are bidding for, indicating relevant experience and exposure as well as the capacity of the bidder /lead partner/project teams in relation to the selected service categories providing the following details:

- client names;
- nature of services rendered;
- value of services;

- outcome of brief;
- extent of bidders'/lead partners'/teams' responsibilities

Claims of such capacity and experience should be supported by reference letters from clients to whom such services were rendered.

5.4 Approach and Methodology

Bidders should also indicate their understanding of the role and functions of the OHSC and OHO and indicate the approach and methodology that will be followed in providing services to the OHSC and OHO.

6. SERVICE LEVEL AGREEMENT

The relationship between the OHSC and the successful bidder will be managed through a Service Level Agreement (SLA) and proper procedures must be in place to manage, monitor, and report as stipulated.

Matters will be prioritized in levels which will determine the response times to the OHSC as set out below:

PRIORITY LEVEL	PRIORITY DESCRIPTION	RESPONSE TIMES
Priority 1	Urgent matters- litigation; legal opinions and advice	Initial engagement to be within 4 hours
Priority 2	Normal Legal opinions and advice	Initial engagement to be within 2 days, opinion advice to be provided in 7 days unless specified as more urgent
Priority 3	Normal Litigation	Initial engagement within 2 days, process thereafter as per timelines prescribed by the rules of the relevant

		court
Priority 4	Labour matters	Initial response within 2 working day unless specifies as urgent, then priority 1 applies

7. PERFORMANCE MEASUREMENT

The performance of panel members will be measured for each instruction, based on the monthly reports submitted as well as on compliance with the timeframes for each priority alluded to in 6 above.

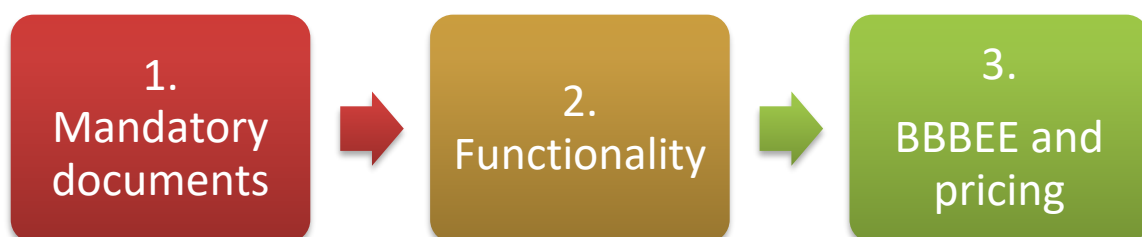
8. TIMEFRAME

The duration of this project is for a period of three years with effect from the date of issuing of appointment letters to successful bidders.

9. EVALUATION CRITERIA

Bids will be evaluated on an 80/20-point system as outlined in the Preferential Procurement Regulations.

The proposals will be evaluated in three phases:



9.1 PHASE 1: Mandatory documents

NB: Bidders must take note of the following:

- To be completed by the bidders: bidders must indicate whether they comply and attach proof thereof.
- The proof attachments must be referenced as annexures.

Mandatory Requirements NO		Compl y	Do not comply	Properly mark your attachments from the annexure A-C
1.	• Company /Practice Documents			Annexure B1
2.	• Registration certificates with Legal Practice Council-Lead Attorneys and Project Team Members			Annexure B2
3.	• Fidelity Fund Certificates for current year of bid and Undertaking to furnish certificates for each year thereafter			Annexure B3
4.	• Qualifications: Admission Certificates and proof of qualifications for lead attorney and Project Team members			Annexure B4
5.	• Certificates of Good standing for each attorney			Annexure B5

NB: Failure to attach a copy of required documents will lead to disqualification.

9.2 PHASE 2: Functionality

An assessment of functionality will be based on the evaluation criteria noted in the table below. Each of the evaluation criteria in the table will carry a weighting as indicated, and the service provider will be required to score a minimum of 80 points (out of the 100 points). Bidders who score less than 80 points out of 100 points (80% threshold) will not be considered for the final phase and will thus be eliminated.

Criteria	Points allocation	Value
1. Director/Lead Attorney: Knowledge and expertise	The Director/lead Attorney must have the following minimum qualifications.: i. Degree at NQF Level 7 and - ii Postgraduate Diploma at NQF Level 8 i. A degree at NQF level 9 would be an added advantage. Qualification: Degree = 3 points Postgraduate diploma= 5 points Masters at NQF level 9 = 10 points NB: Certified qualification certificates MUST be submitted. No points will allocation for non-submission of qualification certificates. Submit a detailed CV to prove your experience. Litigation law Medico law Labour law Contractual law Above resources must have at least ten (10) years of working experience with a focus on legal services as per terms of reference. Years of experience: 10 -15 years = 5 points 15-20 years = 10 points Above 20 years = 15 points NB: The CV of the lead Attorney must be submitted. No points will be allocated for non-submission of lead Attorney.	25

2. Senior Attorney knowledge and expertise	The Senior Attorney must have the following qualifications.: i. Degree at NQF Level 7 and - ii Postgraduate Diploma at NQF Level 8 iii. A degree at NQF level 9 would be an added advantage. Qualification: Degree = 2 points Postgraduate diploma= 3 points Master at NQF level 9 = 5 points NB: Certified qualification certificates MUST be submitted. No points will be allocated for non-submission of qualification certificates. Submit a detailed CV to prove your experience. Litigation law Medico law Labour law Contractual law Above resources must have at least ten (10) years of working experience with a focus on legal services as per terms of reference. Years of experience: 10 years = 10 points 10 - 15 years = 15 points NB: The CV of the Senior Attorney must be submitted. No points will be allocated for non-submission of the CV.	20
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3. Junior Attorney/Candidate Attorney	The Junior Attorney/Candidate Attorney must have the following qualifications.: i. Degree at NQF 7 level ii Postgraduate diploma NQF 8 Qualification: Degree = 3 points Postgraduate diploma at NQF level 8= 5 points NB: A certified qualification certificate MUST be submitted. No points will allocation for non-submission of qualification certificate. Submit a detailed CV to prove your experience. Litigation law Medico law Labour law Contractual law A Junior Attorney must have at least three (3) years of working experience post admission with a focus on legal services as per terms of reference A Candidate Attorney must have at least one (1) year experience post qualification with a focus on legal services as per terms of reference. Years of experience: Candidate Attorney: 1 year= 2 points Junior Attorney: 3 years = 2 points Above 3 years = 5 points NB: The CV of the Junior/Candidate Attorney must be submitted. No points will be allocated for the non-submission of a CV.	10
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4. Capacity of the firm	The bidder must have a minimum of ten (10) years of knowledge and experience in the following: • Litigation • Commercial Law, Contract Law • Medico legal practice • Procurement Law, Administrative Law and Constitutional Law • Intellectual Property Law • Conveyancing and Property Law • Employment Law • Criminal Law Submit a detailed company profile listing all legal services contracts serviced with the start and end dates of the contracts. • More than 10 years' experience =15 points • 10 years' experience = 10 points • Less than 10 years = 0 point The bidder must provide us with reference letters from <u>recent clients</u> with whom similar work in provision OF Legal services as per terms of reference requirements. Bidders must submit a minimum of three contactable references on official letterhead and the client for whom the services were rendered. The letters should also have a clear indication of the year(s) that the services were rendered. The reference letter must include the following requirements: • description and relevance to the tendered project • role of the tenderer • duration of the project	30
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	• signed letter by primary contact at the company. 4 Reference letters or more = 15 3 Reference letters = 10 Less than three (3) reference letters = 0 NB!! Reference letters will be verified with the client and must correspond with company experience. Submission of letters not in line / or compliant with the above requirement will not be considered.	
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5. Approach and Methodology on Scope of Work	The bidder must have a clear understanding of the Terms of Reference and be capable of delivering the following requirements for the OHSC. as per section 4 of the terms of reference. • Litigation • Commercial Law, Contract Law • Medico legal practice • Procurement Law, Administrative Law and Constitutional Law • Intellectual Property Law • Conveyancing and Property Law • Employment Law • Criminal Law Bidder meets 8 out 8 requirements = 15 Bidder meets 7 out 8 requirements = 10 Bidder meets 5 out 8 requirements = 5 Bidder meets 4 out 8 requirements = 3 Bidder meets 3 or fewer out 8 does not meet requirements = 0	15
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9.3 PHASE 3: Price and PPPFA Calculations

If bidders attained 75 points/percent or more in phase 2, bidders would now be evaluated for Price in terms of the **80/20-preference point system**, where **80 points will be for Price** and **20 points will be for your B-BBEE status**. The contract would be awarded to the service provider scoring the highest score.

The points scored in respect of B-BBEE contribution (i.e., HDI status) will be added to the points scored for price.

The following formula will be used to calculate the points for **Price**:

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

Where:

P_s = Points scored for comparative price of bid or offer under consideration.

P_t = Comparative price of bid or offer under consideration.

P_{min} = Comparative price of lowest acceptable bid or offer

Points must be awarded to a bidder for attaining the BBEE status level of contribution in accordance with the table below:

B-BBEE Status level of contributor	Number of points (80/20 system)
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

Bidders must submit original and valid B-BBEE status level verification certificates or certified copies thereof, issued by accredited Verification Agencies by SANAS or a sworn affidavit as prescribed by the B-BBEE Codes of Good Practice together with their bids to substantiate their B-BBEE claims. The Exempted Micro Enterprise must submit a sworn affidavit on the template as issued by DTI.

10. PRICING.

10.1 Stage 1: Price Evaluation

10.1.1 Bidders must submit their Pricing Schedule and in doing so must propose tariffs relevant for the following categories: -

- Candidate Attorneys with one (1) year or more relevant post-qualification experience.
- Junior Attorneys with three (3) years or more relevant post-admission experience;
- Senior Attorneys with ten (10) years, post admission experience;
- Senior Attorneys with more than ten (10) years but less than fifteen (15) years post admission experience; and
- Senior Attorneys with more than fifteen (15) years' relevant post-admission experience.

10.1.2. The tariffs proposed will be used for contracting purposes only. The tariffs will form part of the Master Services Agreement and will apply to appointments arising out of this Bid.

10.1.3 The OHSC reserves the right to indicate the level of Attorney that is required to render the specific legal services to the OHSC, with reference to the aforesaid categories. Should a service provider choose to assign an

Attorney who falls in a higher category to attend to an instruction, such service provider may not charge the higher fee.

- 10.1.4 In the event that the OHSC has not prescribed the level of Attorney required for a specific instruction, the bidder must in good faith appoint an Attorney with suitable experience and qualifications.
- 10.1.5 In the event that an Attorney moves to a new higher category during the service provider's appointment term, the service provider shall notify the OHSC accordingly in writing and the OHSC shall have the right to request another Attorney from the service provider who is at the same category as the Attorney who as initially appointed to replace him/her before such Attorney renders his/her next account to the OHSC.
- 10.1.6 The service provider is required to advise the OHSC of any new professional staff members appointed during the contract term to attend to the OHSC' instructions and shall furnish the OHSC with a short CV, including the appointee's applicable category, prior to such new appointee commencing work on an OHSC matter.
- 10.1.7 Service providers will be regarded as having acted in bad faith in the event that the OHSC finds:
- instructions and/or duties that could be attended to, or executed by junior staff members have been assigned to senior Attorneys and billed for at such senior members' rates;
 - multiple Attorneys have been assigned to attend to a single instruction without any proper justification, such as the complexity or magnitude of a matter and/or the service provider failed to request the OHSC' prior permission in writing to appoint multiple Attorneys for such an instruction; and

- unrealistic time billing taking into account the nature (i.e. relative simplicity) of any action performed and/or service rendered by an Attorney.

The aforesaid list is not exhaustive. Bidders must note that transgressions such as the above may lead to the OHSC electing not to make any further use of the services of such legal service provider.

11. CONDITIONS OF TENDER

- 11.1 The OHSC reserve the right not to award the tender.
- 11.2 The OHSC may request clarity of further information regarding any aspect of the bid. The service provider should supply the requested information within forty-eight (48) hours after the request has been made.
- 11.3 The OHSC reserves the right to conduct a security background check or screening of the service provider.
- 11.4 The OHSC reserves the right to conduct mandatory site inspections on the service provider.
- 11.5 Any conditions imposed by the service provider that is restrictive or contrary to any part of these Terms of Reference will automatically disqualify the service provider.
- 11.6 The service provider will be held liable for any damage or loss suffered by the entity, because of the service provider's own or his/her employees' negligence or intent, which originated at the site.
- 11.7 The service provider will have to pay damages or replace any stolen item damaged or stolen due to the negligence or intent of the service provider's own employees.
- 11.8 The service provider must, submit proof of good standing with the Legal Practice Council for the firm and also provide proof of a valid Fidelity Fund Certificate for all the Directors / partners that will form part of the project team.
- 11.9 Copies of all Fidelity Fund Certificates need to be submitted to the OHSC on commencement of the service, and thereafter on an annual basis
- 11.10 The OHSC does not bind itself to accept the lowest quote.
- 11.11 The OHSC reserves the right to invite bidders for presentation at the bidders' own cost and perform site visits to shortlisted bidders before the award of the bid, as part of the evaluation process.
- 11.12 Any shortcomings in this specification must be identified by the service provider prior to the awarding of the bid and raised with the OHSC for rectification and agreement.
- 11.13 Any shortcomings identified by the service provider after the bid has been awarded and that would have had an impact on the bid price will be for the account of the service provider.

- 11.14 The winning service provider/s must be willing to sign a service level agreement with the OHSC.
- 11.15 Due to the nature and scope of work for the services to be delivered under this Request for Proposal (RFP) , the bidder shall not have the option to sub-contract any of the work under this RFP.
- 11.16 The bidder should confirm unconditional acceptance of full responsibility for executing the "Scope of Work" and compliance with the terms and conditions of the RFP in its entirety.
- 11.17 The OHSC reserves the right to extend the closing date. The OHSC reserves the right to appoint one or more service providers, separately or jointly (whether or not they submitted a joint proposal).
- 11.18 The OHSC reserves the right to award this RFP as a whole or in part.
- 11.19 The OHSC reserves the right to cancel or withdraw this RFP as a whole or in part.

12. CONTRACT PERFORMANCE

- 12.1 Preferred service provider will enter into a contract with the OHSC, which with a format, terms, and conditions set by the OHSC.
- 12.2 The performance of the Service Provider shall be reviewed quarterly during the period of the signed Service Level Agreement.
- 12.3 If it is found that information provided is false including the breach of the General Condition of the Contract, The OHSC reserves the right to terminate this contract with immediate effect.

13. FORMAT AND SUBMISSION OF THE PROPOSAL

- 13.1 All the official forms (SBD) must be completed and signed in all respects by bidders. Failure to comply will invalidate a bid.
- 13.2 Bidders are requested to submit one (1) original plus and one (1) copy USB drive.
- 13.3 This is a two-stage bidding process in which proposals submitted must include technical and price, submitted in separate envelopes. For this purpose, the service provider must provide in respect of:

Clearly marked.

- a. Technical, one (1) original plus and one (1) copy USB drive.
 - b. Clearly marked price bid sheet,(TO BE SUBMITTED SEPARATELY) one (1) original should include the name of the service provider and certification that the person signing the proposal entitled to represent the service provider empowered to submit the bid and authorized to sign a contract with the OHSC.
- 13.4 For ease of reference, bids should be packaged in the following format:
- Annexure A - Signed Tender Document and Completed SBD Forms
 - Annexure B (1-6) - Mandatory Documents
 - Annexure C - Functionality Response
 - Annexure D - Company Profile
 - Annexure E - Any other supporting document
 - Annexure F – schedule of bidder's experience and contactable references.

14.. COMPULSORY INFORMATION SESSION & ENQUIRIES

- 14.1 A compulsory information (briefing) session will be held on XXXXXX, OHSC Boardroom at 10h00, at 79 Steve Biko Road, Arcadia, Pretoria.
- 14.2 The Tender briefing session will be held as per page one of this document and other enquiries must be made in writing to the following:
- 14.3 Failure to attend the compulsory information (briefing) session will result disqualification.

Supply Chain Management / Admin	Technical
Mrs. P Kgwele at (012) 942 7812 or pkgwele@ohsc.org.za .	

NB: All tender enquires must be in writing.

15. CLOSING DATE

- 15.1 Proposals must be submitted on or before **XXXXX** at the OHSC Offices Reception, 79 Steve Biko Road, Arcadia, Pretoria.
- 15.2 No faxed or emailed tender document will be considered.
- 15.3 Bidders are therefore strongly advised to ensure that bids be dispatched allowing enough time for any unforeseen events that may delay the timeous delivery of the bid.
- 15.4 A submission will be considered late if it arrives a second after 11H00 am. The bid box shall be locked at exactly 11H00 am, and any bid thereafter will not be accepted.

**ANNEXURE F - SCHEDULE OF BIDDER'S EXPERIENCE AND CONTACTABLE
'REFERENCES**

Company Name	Contact person, email, and Telephone Number	Description of services delivered	Value of the services delivered (Inclusive of Vat)	Duration of services delivered to client