

REQUEST FOR BID PROFESSIONAL SERVICES



BID DETAILS

BID NUMBER: NERSA/2425/LAS/LFP/BID005

CLOSING Date: 26 JULY 2024

Time: 11:00

DESCRIPTION: THE APPOINTMENT OF A PANEL OF LAW FIRMS TO PROVIDE LEGAL SUPPORT SERVICES TO NERSA FOR A PERIOD OF THREE (3) YEARS.

**NON-COMPULSORY
VIRTUAL BRIEFING
SESSION:**

Yes

☒

No

☐

See Section A Part 1: Bid Submission Conditions and Instructions.

DETAILS OF BIDDER

Organisation/individual:

Contact person:

Date:

Email address:

Telephone Number:

Cellular Number:

Fax Number:

Please indicate whether it is the original or copy, tick the applicable block.

ORIGINAL

☐

COPY

☐

Please do not retype the bid document.

SECTION A

BID NUMBER: NERSA/2425/LAS/LFP/BID005

Please indicate (tick) here for which category of legal services you are applying.

Labour and Employment Matters	
Regulatory Compliance Work	
Corporate and Commercial Law	
Information Technology (IT) Law	
Litigation	

SECTION A

GLOSSARY

AWARD	Conclusion of the procurement process and final notification to the effect to the successful bidder
B-BBEE	Broad-based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003) and the Codes of Good Practice issued there under by the Department of Trade and Industry
BID	Written offer in a prescribed or stipulated form in response to an invitation by NERSA for the provision of services, works or goods
CONTRACTOR	Contracting entity with whom NERSA will conclude a formal contract and potential service level agreement subsequent to the final award of the contract based on this Request for Bid
DTI	Department of Trade and Industry
GCC	General Conditions of Contract
IP	Intellectual Property
NIPP	National Industrial Participation Programme
ORIGINAL BID	Original document signed in ink Copies of original document signed in ink Facsimile of original document signed in ink
SCM	Supply Chain Management
SLA	Service Level Agreement

SECTION A

DOCUMENTS IN THIS BID DOCUMENT PACK

Bidders are to ensure that they have received all pages (pp. 52) of this document, which consist of the following sections:

SECTION A

Note: Documents in this section must be returned with bids.

- ☐ Bid Submission Conditions and Instructions
- ☐ Evaluation Process / Selection Criteria
- ☐ Terms of Reference
- ☐ Contract Form (Rendering of Services Parts 1 & 2) - The pro forma contract is only included for bidders to take note of the contents of the contract that will be entered into with the successful contractor)

SECTION B

Note: Documents in this section must be fully completed, signed and returned or supplied with bids.

- ☐ Special Conditions of Bid and Contract – Special conditions that the bidder needs to accept
- ☐ SARS Tax Compliance Status Pin Letter or Printed Tax Clearance Certificate
- ☐ Bidder's Disclosure
- ☐ Preference Points Claim Form in terms of the Preferential Procurement Regulations 2001 (Purchases)
- ☐ B-BBEE Certificate, Sworn Affidavit for Exempted Micro Enterprises (EME)
- ☐ Invitation to Bid
- ☐ Technical Proposal **NOT APPLICABLE**
- ☐ Experience in this field
- ☐ Team Details (CV's)
- ☐ Pricing Schedule/Financial Proposal (Services: Professional) **NOT APPLICABLE**
- ☐ Labour Legislative Requirements (CIPC)
- ☐ Membership of professional bodies (Institutes, Affiliates, Accreditations or Associates)
- ☐ National Treasury CSD registration summary report
- ☐ Reference letters

SECTION A

SECTION A

BID SUBMISSION CONDITIONS AND INSTRUCTIONS

CONDITIONS AND INSTRUCTIONS THAT BIDDERS NEED TO TAKE NOTE OF

1 FRAUD AND CORRUPTION

All service providers are to take note of the implications of contravening the Prevention and Combating of Corrupt Activities Act, Act No 12 of 2004 and any other Act applicable.

2 NON-COMPULSORY VIRTUAL BRIEFING SESSION

2.1.1 The non- compulsory virtual briefing session will be held on **15 July 2024 at 10:00**, MS TEAMS.

2.1.2 Bidders who are interested in attending the session are required to send an email request to be registered at briefingsessions@nersa.org.za by 09:00 on **15 July 2024**.

2.1.3 Any clarification required by a bidder regarding the meaning or interpretation of the Terms of Reference, or any other aspect concerning the bid, is preferably to be requested prior to the meeting by email to briefingsessions@nersa.org.za. Bidders are advised to study this document before attending the meeting.

2.1.4 It is the responsibility of bidders to take their own notes during the virtual briefing session. However, all those attending will be issued with summarised minutes of the session before the closing date of bid, forwarded electronically upon request.

2.1.5 Bidders who arrive after the compulsory briefing session has ended will not be allowed to submit their bids.

3 CLARIFICATIONS/ QUERIES

3.1.1 Any clarification required by a bidder regarding the meaning or interpretation of the Terms of Reference, or any other aspect concerning the bid, is to be requested **from the date of publication** in writing by e-mail from briefingsessions@nersa.org.za not later than 12:00 on the **16 July 2024**. No clarification will be attended to after this closing time. Therefore, bidders are encouraged to send questions before the briefing session date to be attended prior to the meeting.

3.1.2 A reply will be forwarded on **17 July 2024**. The bid reference number should be mentioned in all correspondence. Telephonic requests for clarification will not be accepted. If appropriate, the clarifying information will be made available to all bidders by e-mail only.

4 SUBMITTING BIDS

4.1.1 One (1) original of the bid document plus one (1) **memory stick (USB)** that contains the duplicate of the original submission to be handed in / delivered to: The Procurement Manager, NERSA, Kulawula House, 526 Madiba Street, Arcadia, Pretoria.

SECTION A Part 1: Bid Submission Conditions and Instructions

- 4.1.2 The original version of the bid must be submitted with one (1) memory stick. The original bid document must be fully completed and/or signed in ink and thereafter duplicate the original in the memory stick with all its attachments. In addition, Bidders must submit a memory stick sealed in a closed envelope for submission.
- 4.1.3 An original bid document may not be converted into word format or retyped, however, may be completed/filled in ink.
- 4.1.4 **Bidders will be required to sign a tender register at the reception when dropping of the bids.**
- 4.1.5 **Price Schedule/financial proposal is not applicable for bidding purposes.**

Bids should be submitted in a sealed envelope, marked with:

- Bid number **NERSA/2425/LAS/LFP/BID005**
- Closing date and time **(26 JULY 2024 at 11:00)**
- The name and address of the bidder.
- Bids received in an envelope that is not sealed may be disqualified.

Documents submitted on time by bidders shall not be returned.

5 LATE BIDS

- 5.1.1 Bids received late shall not be considered. A bid will be considered late if it arrived even one second after 11:00 or any time thereafter. The tender (bid) box shall be locked at exactly 11:00 and bids arriving late will not be considered under any circumstances. Bids received late shall be returned unopened to the bidder. Bidders are therefore strongly advised to ensure that bids be despatched allowing enough time for any unforeseen events that may delay the delivery of the bid.

The official Telkom time (Dial 1026) will be used to verify the exact closing time.

- 5.1.2 Bids sent to NERSA via normal post or any other mechanism shall be deemed to be received at the date and time of arrival at the NERSA premises (in tender box in reception area or if too big for the tender box, over the counter in the reception area). Bids received at the physical address after the closing date and time of the bid, shall therefore be deemed to be received late.

6 DIRECTIONS TO NERSA OFFICES FOR DELIVERY OF BIDS

- 6.1.1 Physical Address is as follows:

NERSA, Kulawula House
526 Madiba Street
Arcadia
Pretoria.

Bidders should allow time to access the premises due to security arrangements that need to be observed. In addition, bidders will be required to sign a tender register at the reception when dropping of the bids.

DIRECTIONS TO NERSA

From OR Tambo International Airport

Take the R21 (North) to Pretoria
Continue on the R21 for approximately 45 kilometers
At the roundabout (Fountains Circle) follow the Sunnyside signs (M5)
Continue driving on Mears Street (becomes Steve Biko Street)
Turn right onto Madiba St
Kulawula House (NERSA) will be on your left
NB: Parking available opposite NERSA at Sancardia Centre

From Johannesburg

Follow N1/M1 north
Continue on the N1/M1 north
This road then becomes M1
Continue on the M1 and take the Eeufees off ramp
At the bottom of the Eeufees T-junction turn right
Turn left under the bridge
Follow the Sunnyside signs (M5)
Continue driving on Mears Street (becomes Steve Biko Street)
Turn right onto Madiba St
Kulawula House (NERSA) will be on your left

NB: Parking available opposite NERSA at Sancardia Centre

GPS coordinates

Dec:	Latitude -25.743579	DMS: Lat 25°44'37.6"S
	Longitude 28.204839	Long 28°12'17.3"E

7 NEGOTIATION AND CONTRACTING

- 7.2 NERSA has the right to enter into negotiation with one or more bidders regarding any terms and conditions, including price(s), of a proposed contract.
- 7.3 NERSA shall not be obliged to accept the lowest of any quotation, offer or proposal.
- 7.4 A contract will only be deemed to be concluded when reduced to writing in a formal contract and Service Level Agreement signed by the designated responsible person of both parties. The designated responsible person of NERSA is the Chief Executive Officer (CEO) or his/her written authorised delegate.
- 7.5 Under no circumstances will negotiation with any bidders constitute an award or promise / undertaking to award the contract.

8 ACCESS TO INFORMATION

All bidders will be informed of the status of their bid once the procurement process has been completed. Requests for information regarding the bid process will be dealt with in line with the NERSA procurement policy and relevant legislation.

9 REASONS FOR REJECTION

- 9.1 NERSA shall reject a proposal for the award of a contract if the recommended bidder has committed a proven corrupt or fraudulent act in competing for the particular contract.
- 9.2 NERSA may disregard the bid of any bidder if that bidder, or any of its directors:
- 9.3 Have abused the SCM system of NERSA.
- 9.4 Have committed proven fraud or any other improper conduct in relation to such system.
- 9.5 Have failed to perform on any previous contract and the proof exists.
- 9.6 Such actions shall be communicated to the National Treasury.

10 PAYMENTS

- 10.1 NERSA will pay the contractor the fees set out in the final contract according to the table of deliverables. No additional amounts will be payable by NERSA to the contractor.
- 10.2 The contractor shall from time to time during the currency of the contract, invoice NERSA for the services rendered.
- 10.3 The invoice must be accompanied by supporting source document(s) containing detailed information, as NERSA may reasonably require, for the purposes of establishing the specific nature, extent and quality of the services which were undertaken by the contractor.
- 10.4 No payment will be made to the contractor unless an original tax invoice complying with section 20 of the VAT Act No 89 of 1991, as amended, has been submitted to NERSA.
- 10.5 Payment shall be made by bank transfer into the Contractor's bank account normally 30 days after receipt of an acceptable, original, valid tax invoice. Money will only be transferred into a South African bank account. (Banking details must be submitted as soon as the bid is awarded).
- 10.6 The Contractor shall be responsible for accounting to the appropriate authorities for its income tax, VAT or other moneys required to be paid in terms of the applicable law.
- 10.7 Method of Payment in respect of services delivered by the Contractor will be made monthly, subject to the submission of detailed invoices, and verification by NERSA staff or person designated. Invoices must be forwarded to invoice@nersa.org.za.

11 CANCELLATION OF PROCUREMENT PROCESS

This procurement process can be postponed or cancelled at any stage provided that such cancellation or postponement takes place prior to entering into a contract with a specific service provider to which the bid relates.

BIDDERS MUST TAKE NOTE OF THE EVALUATION PROCESS THAT WILL BE FOLLOWED**1 EVALUATION PROCESS****1.1 COMPLIANCE WITH MINIMUM REQUIREMENTS CRITERIA**

All bids duly lodged as specified in this Request for Bid will be examined to determine compliance with bidding requirements and conditions. Bids with deviations from the requirements / conditions, will be eliminated from further consideration.

1.2 SELECTION CRITERIA, PRICE AND PREFERENCE POINTS (PRICE NOT APPLICABLE)

1.2.1 All remaining bids as per paragraph 1.1 will be evaluated as follows:

1.2.2 Bids will be evaluated first on selection criteria and then in accordance with the 80/20 reference points system prescribed in Preferential Procurement Regulations.

1.2.3 The First stage, bids will be evaluated on selection criteria, of which (100 points) shall be awarded on selection criteria evaluation.

1.2.4 Bids will be considered further if it achieves the minimum prescribed qualifying score for selection criteria (60.00 points out of 100). Bids that failed to achieve the minimum qualifying score on selection criteria will be disqualified for further evaluation.

1.2.5 The Second stage, bids will be evaluated in terms of the 80/20 preference point systems. Only bids that achieve the minimum qualifying score/percentage on selection criteria will be evaluated in accordance with the 80/20 preference point system.

1.3 DETERMINATION OF PERCENTAGE FOR SELECTION CRITERIA

1.3.1 The evaluation criteria and weights on selection criteria as indicated in the table in paragraph 2, will apply.

1.3.2 The percentage scored on selection criteria should be calculated as follows:

1.3.3 Each panel member shall award values for each individual criterion on a score sheet. The value scored for each criterion shall be multiplied with the specified weighting for the relevant criterion to obtain the marks scored for the various criteria. These marks should be added to obtain the total score. The following formula should then be used to convert the total score to a percentage on selection criteria:

$$Ps = \frac{So}{Ms} \times Ap$$

Where

Ps = percentage scored on selection criteria /proposal under consideration

So = total score of bid/proposal under consideration

Ms = maximum possible score

Ap = percentage allocated on selection criteria

SECTION A Part 2: Evaluation Process/Criteria

- 1.3.4 The percentages of each panel member shall be added together and divided by the number of panel members to establish the average percentage obtained by each individual bidder on selection criteria evaluation.

1.4 ELIMINATION OF PROPOSALS ON GROUNDS OF SELECTION CRITERIA

- 1.4.1 Bids that score less than **60%** of the marks available on selection criteria evaluation will be eliminated from further consideration.
- 1.4.2 If appropriate, implied contract price adjustments will be made to the cost proposals of all remaining bids.
- 1.4.3 The percentage scored for price shall be calculated as follows:

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

80/20

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

Where

- Ps = Points scored for comparative price of bid under consideration
 Pt = Comparative price of bid under consideration
 Pmin = Comparative price of lowest acceptable bid

1.5 AWARDING OF POINTS FOR SPECIFIC GOALS (PRICE NOT APPLICABLE)

- 1.5.1 Points to be awarded to a bidder based on his or her specific goals see below table:

PRICE	MAXIMUM POINTS	REQUIRED EVIDENCE
Price	80	
Specific Goal	20	
▪ Black Owned	10	Valid BBB-EE certificate or sworn affidavit
▪ Woman Owned	10	Valid BBB-EE certificate or sworn affidavit
Total Points	100	

Bidders who wish to claim points for specific must ensure that documentary evidence to support the claim is attached to the bid document as specified in table above

1.6 COMBINING PRICE AND SPECIFIC GOALS (PRICE NOT APPLICABLE)

- 1.6.1 The points for specific goals will now be added to the price.
- 1.6.2 Only the bid with the highest number of points scored may be selected for award.

SECTION A Part 2: Evaluation Process/Criteria

- 1.6.3 The Bid Adjudication Committee will consider the recommendations and make the final award. The successful bidder will usually be the bidder scoring the highest number of points or it may be a lower scoring bid on justifiable grounds or no award at all.

1.7 PRESENTATIONS (optional)

- 1.7.1 NERSA reserves the right to invite bidders for presentations before the award of the bid.
- 1.7.2 NERSA may decide to have compulsory presentations made either by all bidders who have obtained at least **60%** of the marks on selection criteria evaluation, or by the bidders ranked first, to third once the selection criteria, price and preference marks have been combined.
- 1.7.3 Presentations shall only affect the marks awarded on selection criteria evaluation. If NERSA wishes to use presentations to discriminate between bidders, the evaluation criteria to be affected shall be determined in advance and due allowance made in the mark scheme and indicated in paragraph 1.2 above.
- 1.7.4 If the date of the presentation meeting is not indicated in the bid document, at least three days' notice will be given to bidders required to attend a presentation as well as the detail of the venue for the presentation.
- 1.7.5 Presentations will be made to the full Bid Evaluation Committee.
- 1.7.6 Points determined by the presentation will be awarded to each bidder by each member of the Bid Evaluation Committee and then an average calculated.
- 1.7.7 Under no circumstances will a presentation by any bidder constitute an award or promise / undertaking to award the contract.

1.8 ADJUDICATION OF BID

- 1.8.1 The Bid Adjudication Committee will consider the recommendations and make the final award. The successful bidder will usually be the bidder scoring the highest number of points or it may be a lower scoring bid on justifiable grounds or no award at all.

2 EVALUATION CRITERIA

Bidders will be evaluated in terms of the 80/20 preferential point system in accordance with the Supply Chain Management Policy of NERSA as well as the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000) and Preferential Procurement Regulations of 2022.

The bid evaluation process shall be carried out in three (3) stages namely:

Stage 1: Mandatory Requirements

Stage 2: Administrative Requirements

Stage 3: Selection Criteria (minimum score of 65 points to proceed to stage 3);

2.1 Stage 1: Mandatory Requirements

Proof of registration and confirmation of good standing of the firm with the Law Society of South Africa (LSSA) as a mandatory requirement. Legal firms must fully comply with the **mandatory requirements**, and failure to do so will lead to disqualification.

2.2 Stage 2: Compliance with minimum requirements (Administrative Requirements)

All bids will be examined to determine compliance with the bid requirements and conditions. Non-compliant legal firms will be eliminated from further evaluation:

Legal firms must furnish the following information as part of the proposal:

- Proof of registration and confirmation of good standing in respect of individual practitioners with the Law Society of South Africa (LSSA). Failure to provide proof may invalidate the proposal.
- The proposed team of lawyers must have at least three (3) years' post admission experience in legal practice.
- **SARS pin letter** with unique personal identification number to enable NERSA to view the taxpayer's profile and tax status. Legal firms may also submit a printed TCS together with the proposal.
- **A valid B-BBEE sworn affidavit or certificate** from a Verification Agency accredited by the South African Accreditation System (SANAS). In case of a consortium / joint venture, a consolidated B-BBEE certificate should be submitted for unincorporated entities.
- Registration on the National Treasury **Central Supplier Database (CSD)** prior to submitting their bids. Proof of CSD registration summary report must be submitted together with the proposal or Central Supplier Database Number must be provided on the first page of the SCM forms. Failure to submit proof of CSD registration (CSD registration summary report or MA Number on the first page of the SCM forms) will invalidate the bid. Registration requirements may be found online at <https://secure.csd.gov.za>.
- All standard bidding forms must be fully completed and signed in ink, namely Bidder's Disclosure and Preference Points Claim

2.3 Stage 3: Selection Criteria

All bids will be evaluated by the evaluation panel independently in terms of the selection criteria which will be made up of 100 points as follows:

SECTION A Part 2: Evaluation Process/Criteria

SELECTION CRITERIA	Reference to proposal requirements	Points
Track Record of similar projects undertaken by the law firm	7.3 table 1 and 2	45
No similar projects submitted		0
1-5 similar projects current or completed supported with contactable references		15
6-8 similar projects current or completed supported with contactable references		30
9-10 similar projects current or completed supported with contactable references		35
11 or more projects conducted supported with contactable references		45
Average relevant expertise of the overall proposed Team Members to be used with regard to the specific category applied for	7.5 – table 4	55
No experience of the project team members submitted		0
The proposed project team has a collective average experience between 3-4 years in the category applied for		15
The proposed project team has a collective average experience between 5-7 years in the category applied for		30
The proposed project team has a collective average experience between 8-10 years in the category applied for		35
The proposed project team has a collective average experience of 11 years and more in the category applied for		55
TOTAL FOR FUNCTIONALITY		100

All legal firms who score less than 65% on selection criteria, which is 65.00 points out of 100 points, will not be considered further and will be regarded as having submitted a non-responsive bid and will be disqualified from further evaluation. NERSA will only appoint the top three (3) firms in respect of each category based on the functionality score ranking.

3. PROCESS TO BE FOLLOWED FOR SELECTING LAW FIRMS FROM THE PANEL OF LEGAL EXPERTS PER CATEGORY TO RENDER SERVICES

- 3.1 The panel of law firms will be appointed in accordance with their areas of speciality based on the bidder scoring the highest overall points for functionality. NERSA will only appoint the top three (3) firms in respect of each category based on the functionality score ranking.
- 3.2 Successful law firms per category will be instructed on a rotation basis in accordance with their ranking in respect of that specific category. NERSA reserves the right to skip a law firm when their turn comes or withdraw a brief already given if it is found that there is a justifiable reason to do so. Such reasons may include, but not limited to the following:
 - a) Conflict of interest;
 - b) Inability of the firm to deliver on other previously allocated matters;
 - c) Capacity of the firm to deal with the matter at the time the matter arises;
 - d) If a similar matter was previously handled or is being handled by another firm on the panel.
- 3.3 When NERSA identifies a specific need for services, a detailed brief, scope of work or instructions will be sent to the firm in accordance with its ranking as per category of specialty.
- 3.4 A Purchase Order number shall be referenced in every invoice generated by a law firm when submitting it to NERSA.

TERMS OF REFERENCE FOR THE ESTABLISHMENT OF A PANEL OF LAW FIRMS TO PROVIDE LEGAL SUPPORT SERVICES TO NERSA FOR A PERIOD OF THREE (3) YEARS.**1. ABOUT NERSA**

The National Energy Regulator of South Africa (NERSA) is a regulatory authority established in terms of the National Energy Regulator Act, 2004 (Act No. 40 of 2004), with a mandate to regulate the electricity industry in terms of the Electricity Regulation Act, 2006 (Act No. 4 of 2006), piped-gas industry in terms of the Gas Act, 2001 (Act No. 48 of 2001) and petroleum pipelines industry in terms of the Petroleum Pipelines Act, 2003 (Act No. 60 of 2003).

NERSA's Vision is:

To be a recognized world-class leader in energy regulation

NERSA's Mission is:

To regulate the energy industry in accordance with government laws and policies, standards and international best practices in support of sustainable and orderly development.

2. BACKGROUND

NERSA is a regulatory authority established in terms of Section 3 of the National Energy Regulator Act, 2004 (Act No. 40 of 2004). The Act mandates the Energy Regulator to regulate the electricity, piped-gas and petroleum pipelines industries. NERSA is situated in Arcadia, Pretoria.

The Energy Regulator is supported by the Secretariat made up of management, professional and support staff in disciplines such as engineering, economics, finance and accounting, customer services, legal, communications, human resource management and information resource management. The CEO is also the head of the Secretariat and responsible for the day to day administration of NERSA.

The services are required at the following address:

NERSA
Kulawula House
526 Madiba Street
Arcadia
Pretoria
0083

3. LEGAL SERVICES BACKGROUND

- 3.1 NERSA has an in-house Legal Advisory Services Department and its mandate is to provide legal support to the Energy Regulator (Board), its committees and sub-committees, the office of the CEO, NERSA Divisions, Departments and Units.
- 3.2 NERSA does, from time to time, require external legal services from legal practitioners, attorneys and/or advocates, to assist NERSA in fulfilling its mandate.

SECTION A Part 4: Terms of Reference

- 3.3 Internal mechanism on how the law firms within the approved legal panel shall be allocated work/given instruction has been approved by the Energy Regulator.

4. OBJECTIVE

NERSA is seeking to establish a panel of qualifying law firms to assist NERSA in fulfilling its mandate as and when required. NERSA intends to establish a panel of law firms and conclude a Service Level Agreement (SLA) with each successful law firm for the duration of the legal panel.

5. SCOPE OF WORK

- 5.1 The panel of law firms shall be required to assist NERSA in the following areas, amongst others:

a)	Labour and Employment Matters	
b)	Regulatory Compliance Work	
c)	Corporate and Commercial Law	
d)	Information Technology (IT) Law	
e)	Litigation	

Please indicate (tick) here for which category of legal services you are applying.

NB: Legal firms are required to submit their bids in respect of any of the above areas of specialty.

- 5.2 The legal services that may be required from the law firms include, but not limited to:

- a) Providing legal opinion on regulatory matters within the gas, petroleum pipelines and electricity industry as well on any governance matter that legal opinion may be sought.
- b) Advising, and/or representing NERSA in employment related matters which may include, appearance at the Commission for Conciliation Mediation and Arbitration (CCMA), Labour Court and Labour Appeal Court.
- c) Handling of disciplinary or grievance enquiries or proceedings.
- d) Advising, handling and representing NERSA in court proceedings in any litigation matter that may be brought against or initiated by NERSA.
- e) Where necessary, assist NERSA tribunal sittings or drafting of papers in line with Petroleum Pipelines Act, Electricity Regulation Act or Gas Act
- f) Any other legal matter relevant to the execution of the mandate of NERSA.

6. COMMITMENT PERIOD

The commitment period of the contracted panel of law firms will be for three (3) years commencing on 01 July 2025. NERSA shall draft Service Level Agreements that will be negotiated with the successful law firms.

The contract period shall be subject to a quarterly review by NERSA on the proper performance of law firms. This bid is subject to the Government Procurement General Conditions of Contract that may not be amended. Failure to withdraw/waive or to renounce the supplier's own terms and conditions, when called upon to do so, may invalidate the bid.

7. PROPOSAL REQUIREMENTS

All legal firms are requested to submit the following information when submitting their proposals:

- 7.1 Proof of registration and confirmation of good standing of the firm with the Legal Practice Council, statutory body established in terms of section 4 of the Legal Practice Act, No 28 of 2014. **Failure to provide proof may invalidate the proposal.**
- 7.2 The following information regarding the law firm **must** be provided:
- Name of the company or firm with registered address, telephone and fax numbers and e-mail address of the company.
 - Brief overview of company corporate structure,
 - Office/branch which will be primarily responsible for managing the project and details of the staff compliment within that office/branch.
 - The proof of admission with the Legal Practice Council and individual years of experience post admission of each person who will be handling NERSA matters
 - Name of contact person for all communications between NERSA and the firm with telephone, fax numbers and e-mail address.
 - A minimum of three (3) years' experience in any of the selected categories outlined in the scope of services in paragraph 5.1 above to be applied for.
- 7.3 Legal firms must provide the list of current and/or completed projects which the bidder is/was involved in the format set out in Tables 1 and 2 respectively and reference letters (on the letterhead of the referees) to whom the bidder provided the same or similar services;

Table 1

Current Projects in *Category _____						
Name of Institution	Description of works	Value of contract	Start Date	Contact person/s	Contact details Tel: Email:	Reference Annexure or Folder in the Bid

Please include a separate annexure to provide full details.

*** Insert the category applied for and complete a similar table for each category**

Table 2

Completed Projects in *Category _____						
Name of Institution	Description of works	Value of contract	Start Date	Contact person/s	Contact details Tel: Email:	Reference Annexure or Folder in the Bid

Please include a separate annexure to provide full details.

*** Insert the category applied for and complete a similar table for each category**

- 7.3.1 Legal firms are required to submit reference letters as part of the proposal on the closing date of bid. The format to be used is reflected on SCM supporting documents.

SECTION A Part 4: Terms of Reference

This document must be completed by the referee and included in the bid submission. Alternatively, an existing reference letter may be used for this purpose provided it contains all information required in the NERSA standard template and must not be older than one year.

- 7.3.2 NERSA reserves the right not to allocate points for track record should a bidder fails to provide reference letters for each project listed in the track record. A template is attached on the bid document.
- 7.3.3 NERSA reserves the right to verify the information provided and if found to be false or misrepresented, punitive measures may be instituted against the respective party including but not limited to blacklisting and restriction from participating in any future government bid.
- 7.3.4 Legal firms must comply with the provisions of the Protection of Personal Information Act, 2013 (Act No. 4 of 2013).
- 7.4 Legal firms are also required to submit proof of current registration with the Legal Practice Council of the project team members (individual practitioners) and complete Table 3 below:

Table 3

Proof of Good Standing with the Legal Practice Council			
Item	Name of the Practitioner	Name of the Provincial Legal Practice Council	Reference Annexure or Folder in the Bid
1.			
2.			
3.			

Please include a separate annexure to provide full details. This list is not limited to three.

- 7.5 A summary of the curriculum vitae of the proposed legal team members and their roles and who will be in charge of NERSA services must be provided. The proposed team of lawyers must have at least **three (3) years' post admission experience in legal practice**. Tertiary and other qualifications must be supported with full certificates/particulars and fidelity fund certificate. Legal firms are also required to complete Table 4 below:

Table 4

Team Members and their Experience in *Category _____					
Item	Name of Team Member	Level of Seniority / Title	Years of Experience in the Category applied for post admission	Qualifications	CV, Qualification and Certificate Reference and Annexure or Folder in the Bid
1.					
2.					
3.					

Please include a separate annexure to provide full details. This list is not limited to three.

*** Insert the category applied for and complete a similar table for each category**

- 7.6 Legal firms must indicate and be able to designate or allocate team members to this assignment as follows:
- Partner or Director,
 - Senior Associate,
 - Associate.

NB: NERSA will not accept services rendered by a Candidate Attorney.

SECTION A Part 4: Terms of Reference

- 7.7 Pricing is not required for the purpose of bidding as the successful legal firms will be briefed or given instructions on a rotation basis in respect of an area of speciality.

8. CONTRACTUAL AGREEMENT

- 8.1 The established panel of law firms will officially take instructions from and report to the Head of Department: Legal Advisory Services.
- 8.2 The panel shall commence from the date of appointment and shall continue to be in force for a period of continuous three (3) years.
- 8.3 No documents may be reproduced, copied or distributed without the prior written consent of NERSA.
- 8.4 At the end of each project/assignment, the law firm (s) must furnish NERSA with all original documents relevant to a matter when required to do so.
- 8.5 If a law firm is in breach of his/her functions, duties and responsibilities or if the quality of work is not of a suitable standard, NERSA reserves the right to terminate the appointment and/or the SLA by giving thirty (30) days' notice in writing to the law firm.
- 8.6 The law firm shall comply with the requirements of and any directives issued by the Legal Practice Council.
- 8.7 NERSA reserves the right to award the bid in full, partially or not to award at all.
- 8.8 The law firms may, where necessary, be required to transfer knowledge/skills to NERSA employees, including sharing tools and methods during provision of the legal services.
- 8.9 The law firm's will be required to submit its cost estimation or rate per hour prior to commencing with the instructions and the attorneys that will be handling the matter. NERSA reserves the right to negotiate the costs or rates with the law firm.
- 8.10 Any request to submit a cost estimate or a quotation sent to law firms on the panel shall not constitute a brief or instructions to render the service.
- 8.12 Preference may be given to law firm who practice and have established offices within the area of jurisdiction of the relevant court when allocating work on litigation matters.
- 8.13 NERSA will not be liable for any costs, fees and/or expenses (of whatsoever nature) incurred by the law firm in the preparation and/or submission of the bid including any attendances and/or presentations to NERSA or any other person.
- 8.14 The bid is subject to the General Conditions of Contract (GCC) that must be accepted and will guide the contract.
- 8.15 The GCC can be downloaded from the NERSA website at www.nersa.org.za or from the National Treasury website at <http://www.treasury.gov.za>.
- 8.16 Bids must not be qualified by the legal firms' own terms and conditions. Failure to withdraw/waive or to renounce the legal firms' own terms and conditions of bid, when called upon to do so, may invalidate the bid.

9. SUBMISSION OF PROPOSALS:

- 9.1 All bids must be deposited in the tender box clearly marked with the tender number, company name as well as closing date and time and placed in the at the Reception area addressed to: The Procurement Manager, NERSA, Kulawula House, 526 Madiba Street, Arcadia, Pretoria in a sealed envelope.

Minimum Requirements

- Proof of registration and confirmation of good standing in respect of individual practitioners with the Law Society of South Africa (LSSA). Failure to provide proof may invalidate the proposal.
- The proposed team of lawyers must have at least three (3) years' post admission experience in legal practice.

SECTION A Part 4: Terms of Reference

Legal firms must furnish the following information as part of the response:

- 9.1.1 One (1) original plus one (1) Memory stick (USB) submission of the bid must be submitted together and should be handed in or delivered to: The Procurement Manager, NERSA, Kulawula House, 526 Madiba Street, Arcadia, Pretoria.
- 9.1.2 **SARS Pin letter** issued by the South African Revenue Services to enable NERSA to view the taxpayer's profile and tax status. It is the responsibility of legal firms to ensure that the tax matters are in order.
- 9.1.3 **B-BBEE certificate or sworn affidavit** for statistical and B-BBEE accreditation purposes. In case of a consortium / joint venture, a consolidated B-BBEE certificate should be submitted for unincorporated entities.
- 9.1.4 A copy of the company registration certificate as issued by CIPC, as well as share certificate(s) for (Pty) limited companies must also be submitted as part of the bid.
- 9.1.5 Registration on the National Treasury Central Supplier Database (CSD) prior to submitting their bids. Proof of CSD registration summary report must be submitted together with the proposal document or Central Supplier Database Number must be provided on the bid. Failure to submit proof of CSD registration (CSD registration summary report or CSD Registration Supplier Number) will invalidate the bid. Registration requirements may be found online at <https://secure.csd.gov.za>.
- 9.1.6 Acceptance of the Special Conditions of Bid and Contract.

Please note that NERSA reserves the right to disqualify legal firms that fail to meet the above conditions from the bidding process.

10. RIGHTS OF NERSA NOT TO APPOINT

- 10.1 NERSA reserves the right, not to appoint a bidder and/or to cancel this bid, at its sole discretion, if it is of the opinion that the bids submitted do not meet the requirements of the bid document, the service is no longer required or for any other reason NERSA may deem fit.
- 10.2 NERSA reserves the right to contact the references provided. In the event that the majority of references contacted provide negative feedback on the bidder, NERSA reserves the right not to appoint that specific bidder.
- 10.3 Although NERSA wishes to enter into a contract with the appointed bidder/s, NERSA reserves the right to procure the services outside the contract where it is deemed necessary.
- 10.4 NERSA reserves the right to award the bid in full or in parts

11. REFERENCE LETTER

- 11.1 NERSA reserves a right to contact references mentioned in the track record list. In order to comply with the Protection of Personal Information Act, 2013 (Act No. 4 of 2013) bidders have a responsibility to obtain the consent of the submitted references prior to sharing their personal information with NERSA e.g. testimonials letters.
- 11.62 The template below must therefore be completed by the referees in the prescribed format only on page 21 below and be submitted together with the bid or by **Friday 02 August 2024 at 16:00**.

CONTACTABLE REFERENCE TEMPLATE

To: National Energy Regulator of South Africa (NERSA)

I, the undersigned being duly authorized to do so, hereby furnish a reference to NERSA relative to Bid No. NERSA/2425/LAS/LFP/BID005: THE APPOINTMENT OF A PANEL OF LAW FIRMS TO PROVIDE LEGAL SUPPORT SERVICES TO NERSA FOR A PERIOD OF THREE (3) YEARS.

Name of Bidder:

Description of Goods / Services provided:

.....
.....

Duration: Year-Month-Day when the Goods / Services were provided:

.....

Start date (Year- Month -Day) when the above was provided:

End date (Year- Month -Day) when the above was provided:

Rate the overall level of satisfaction with the services conducted as per the following ratings: 1-5 (1-Poor, 2-Fair, 3-Good, 4-Very Good; 5-Excellent):

.....

Provide further comments in support of the level of satisfaction indicated in line with the rating provided in respect to did they meet or comply with all your requirements as specified in the contract:

.....
.....

Adherence to turnaround times:

Indicate whether there were any disputes for poor performance which resulted in mediation, arbitration or litigation

Name of authorised person:

Signature: **Date**

Telephone/Mobile:

Email:

Completed on behalf (Name of Client):

NB: This document must be completed by the referee and included in the bid submission. Alternatively, the client's letterhead may be used for this purpose provided it complies with the selection criteria requirements. A separate form must be completed for each reference as required in the evaluation criteria.

Information provided will be verified and if found to be false or misrepresented, punitive measures will be instituted against the respective party including blacklisting and restriction from participating in any future government bid.

This document must be completed by the referee and included in the bid submission. Alternatively, an existing reference letter may be used for this purpose provided it contains all information required in the NERSA standard template and must not be older than one year.

CONTRACT FORM: RENDERING OF SERVICES

THIS FORM MUST BE FILLED IN DUPLICATE BY BOTH THE SERVICE PROVIDER (PART 1) AND THE PURCHASER (PART 2). BOTH FORMS MUST BE SIGNED IN THE ORIGINAL SO THAT THE SERVICE PROVIDER AND THE PURCHASER WOULD BE IN POSSESSION OF ORIGINALLY SIGNED CONTRACTS FOR THEIR RESPECTIVE RECORDS.

PART 1 (TO BE FILLED IN BY THE SERVICE PROVIDER)

1. I/we hereby undertake to render services described in the attached bidding documents to NERSA in accordance with the requirements and task directives/proposals terms of references stipulated in Bid Number **NERSA/2425/LAS/LFP/BID005**. My/our offer/s remain binding upon me/us and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - 2.1 Bidding documents, viz
 - ☐ Invitation to bid
 - ☐ SARS Tax Compliance Status Pin Letter / Printed Tax clearance certificate
 - ☐ Pricing schedule(s)
 - ☐ Proposal / filled in Terms of Reference as per my/our bid dated (date)
 - ☐ Preference certificates in terms of the Preferential Procurement Regulations, 2001
 - ☐ Declaration Certificate for Local Production and Content Designated Sector Form
 - ☐ Bidder's Disclosure
 - ☐ Declaration of bidder's past SCM practices
 - ☐ Certificate of independent bid determination
 - ☐ Special Conditions of Contract
 - 2.2 General Conditions of Contract
 - 2.3 Other (specify)
3. I/we confirm that I/we have satisfied myself as to the correctness and validity of my/our bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I/we accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me/us under this agreement as the principal liable for the due fulfilment of this contract.
5. I/we declare that I/we have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT) _____
CAPACITY _____
SIGNATURE _____
NAME OF FIRM _____
DATE _____

WITNESSES

1 _____

2 _____

DATE: _____

CONTRACT FORM: RENDERING OF SERVICES

PART 2 (TO BE FILLED IN BY THE PURCHASER)

1. I in my capacity as accept your bid under reference number **NERSA/2425/LAS/LFP/BID005** dated For the rendering of services indicated hereunder and/or further specified in the annexures.
2. An official order indicating service delivery instructions is forthcoming.
3. I undertake to make payment for the services rendered in accordance with the terms and conditions of the contract within 30 (thirty) days after receipt of an invoice.

DESCRIPTION OF SERVICE	PRICE NOT APPLICABLE	COMPLETION DATE	PREF POINTS CLAIMED FOR SPECIFIC GOALS
THE APPOINTMENT OF A PANEL OF LAW FIRMS TO PROVIDE LEGAL SUPPORT SERVICES TO NERSA FOR A PERIOD OF THREE (3) YEARS.			

4. I confirm that I am duly authorised to sign this contract.

SIGNED AT ON

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

WITNESSES

1

2

DATE:

SECTION B

SECTION B

SECTION B Part 2: Special Conditions of Bid and General Conditions of Contract

SPECIAL CONDITIONS THAT THE BIDDER NEEDS TO ACCEPT

	SPECIAL CONDITIONS OF BID	CONFIRMATION			
		Yes	No	N/A	If no, indicate deviation
1	GENERAL				
1.1	Bidders must indicate a confirmation response against each paragraph in this part of Section B covering both the Special Conditions of Bid and the Special Conditions of Contract by marking the YES box or by marking the NO box. The bidder must clearly state if a deviation from these special conditions are offered and the reason therefore. If an explanatory note is provided, the paragraph reference must be indicated in a supporting appendix to this part of the bid submission. Answering questions or supplying detail by referring to other sections will not be accepted.				
1.2	Some of the confirmation blocks in this part are shaded. Choosing a response in one of the shaded blocks will deem your bid to be non-responsive in line with the instructions in this part.				
1.3	Should bidders fail to indicate a confirmation response, NERSA will assume that the bidder is not in compliance or agreement with the statement(s) as specified in this bid document.				
1.4	Bids not completed in this manner may be considered incomplete and rejected.				
1.5	The client shall not be liable for any expense incurred in the preparation and submission of a bid.				
2	BID SUBMISSION CONDITIONS, INSTRUCTIONS AND EVALUATION PROCESS / CRITERIA				
2.1	Submission conditions and Instructions as well as the evaluation process / criteria have been noted.				
3	SPECIAL CONDITIONS OF BID AND CONTRACT				
3.1	The Special Conditions of Bid and the Special Conditions of Contract of this Request for Bid must be accepted. Non-acceptance may be deemed to be non-responsive.				
4	ADDITIONAL INFORMATION REQUIREMENTS				
4.1	During evaluation of the bids, additional information may be requested in writing from bidders. Replies to such request must be submitted, within 3 (three) working days or as otherwise indicated. Failure to comply, may lead to your bid being disregarded.				

SECTION B Part 2: Special Conditions of Bid and General Conditions of Contract

	SPECIAL CONDITIONS OF BID	CONFIRMATION			
		Yes	No	N/A	If no, indicate deviation
5	VENDOR INFORMATION				
5.1	The successful bidder will be required to complete a vendor information form detailing the organisation's complete profile.				
6	FORMAT OF BIDS				
6.1	Bidders must complete all the necessary bid documents and undertakings required in this bid document. Bidders are advised that their proposal should be concise, written in plain English and simply presented. Bidders are to set out their proposal in the format prescribed hereunder:				
6.2	Special conditions of bid and contract				
6.2.1	Bidders must complete and return the Special Conditions of Bid and Contract.				
6.3	SARS Tax Clearance Certificate(s)/ Compliance				
6.3.1	Bidders are required to submit their unique personal identification number (pin) issued by SARS to enable NERSA to view the taxpayer's profile and tax status. Bidders <u>may</u> also submit a printed Tax Compliance Status (TCS) together with the bid. In bids where consortia / joint ventures / sub-contractors are involved, each party must submit a separate proof of TCS / pin / CSD number.				
6.4	Bidder's Disclosure				
6.4.1	Each party to the bid must complete and return the Bidder's Disclosure. Bids submitted without a completed and signed Bidder's Disclosure may be deemed to be non-responsive.				
6.5	Preference Points Claim Form in terms of the Preferential Procurement Regulations 2001 (Purchases)				
6.5.1	Bidders must complete and return the Preference Points Claim Form (Purchases).				

SECTION B Part 2: Special Conditions of Bid and General Conditions of Contract

	SPECIAL CONDITIONS OF BID	CONFIRMATION			
		Yes	No	N/A	If no, indicate deviation
6.5.2	For a consortium or joint venture: ☐ In case of a consortium / joint venture , a consolidated B-BBEE certificate should be submitted for unincorporated entities. ☐ The Organization wishing to claim points should complete the Preference Points Claim Form (Purchases				
6.6	Invitation to Bid				
6.6.1	Bidders must complete, sign and return the full "Invitation to Bid" document. Bids submitted without a completed and signed Invitation to Bid may be deemed to be non-responsive.				
6.7	Technical Proposal (Not Applicable)				
6.8	Team details				
6.8.1	In this part the bidders must provide allocate account manager.				
6.8.2	☐ Submit a summary of the curriculum vitae of the proposed legal team members and their roles and who will be in charge of NERSA services must be provided. ☐ The proposed team of lawyers must have at least three (3) years' post admission experience in legal practice . Tertiary and other qualifications must be supported with full certificates/particulars and fidelity fund certificate. ☐ Submit proof of current registration with the Legal Practice Council of the project team members				
6.9.3	Membership of professional bodies (Institutes, Affiliates, Accreditations or Associates)? Attach company registration certificates.				
6.9	Experience in this field ☐ Submit a list of all completed and current projects in the commodity applied for which the bidder was/is involved as per the required format. ☐ The provided track record should address the evaluation criteria.				
6.9.1	Bidders should provide in this part, and return as part the submission, at least the following information: ☐ Track record of similar projects.				
6.10	Samples				
6.10.1	No samples required.				
6.11	Pricing Schedule (Not Applicable)				

SECTION B Part 2: Special Conditions of Bid and General Conditions of Contract

	SPECIAL CONDITIONS OF BID	CONFIRMATION			
		Yes	No	N/A	If no, indicate deviation
6.12	B-BBEE Certificate				
6.13.1	Bidders should provide their original and valid B-BBEE certificate or a certified copy thereof as part of the bid document as issued by verification agencies accredited by SANAS or registered auditors approved by IRBA. In case of a consortium / joint venture, a consolidated B-BBEE certificate should be submitted.				
6.13.2	All Exempted Micro Enterprises (EMEs) must submit a certified sworn affidavit as prescribed by the DTI or certificate issued by the Companies & Intellectual Properties Commission (CIPC) confirming annual turnover of R10M or less and level of black ownership.				
6.13.3	Bidders who do not submit B-BBEE Status Level Verification Certificates or who are non-compliant contributors to B-BBEE will not be disqualified from the bidding process.				
6.14	VETTING OF BIDDERS				
6.14.1	NERSA reserves the right to subject any bidder for a security clearance through the State Security Agency (South Africa)				
6.15	LABOUR LEGISLATIVE REQUIREMENTS				
6.15.1	Proof of company registration as issued by (CIPC) as well as share certificate(s) for (Pty) limited companies with other legislative requirements such as UIF, COIDA and PAYE must be submitted together with bid document.				
6.16	CENTRAL SUPPLIER DATABASE				
6.16.1	Bidders must be registered on the National Treasury Central Supplier Database (CSD) prior to the submission of this bid. Proof of CSD registration summary report must be submitted together with the bid document or Central Supplier Database Number must be provided on the Invitation to Bid form.				
6.16.2	Failure to submit proof of CSD registration (CSD registration summary report or MA Number) will invalidate the bid. Registration requirements may be found online at https://secure.csd.gov.za .				

SECTION B Part 2: Special Conditions of Bid and General Conditions of Contract

	SPECIAL CONDITIONS OF BID	CONFIRMATION			
		Yes	No	N/A	If no, indicate deviation
1	GENERAL CONDITIONS OF CONTRACT				
1.1	The bid is subjected to the General Conditions of Contract (GCC). The GCC can be downloaded from the NERSA website at www.nersa.org.za or from National treasury website at http://www.treasury.gov.za Bids' should not be qualified by own terms & conditions. Failure to withdraw/waive or to renounce the bidder's own terms & conditions of bid, when called upon to do so, may invalidate the bid.				
2	CONFIDENTIALITY				
2.1	The bid and all information in connection therewith shall be held in strict confidence by bidders and usage of such information shall be limited to the preparation of the bid. Bidders shall undertake to limit the number of copies of this document.				
2.2	All bidders are bound by a confidentially agreement preventing the unauthorised disclosure of any information regarding NERSA or of its activities to any other organisation or individual. The bidders may not disclose any information, documentation, data or products to other clients without written approval of the Energy Regulator or the delegate.				
2.3	"Confidential information" includes any information or knowledge whatsoever relating to NERSA or any of its divisions, including but not limited to all information in whatever form (tangible or intangible), reports (whether generated by NERSA or service providers to NERSA), documentation, specifications, know-how, accounts and computer readable data relating or pertaining to the project, NERSA or any of its divisions.				
3	INTELLECTUAL PROPERTY, INVENTIONS AND COPYRIGHT				
3.1	Copyright of all documentation relating to this contract belongs to the client. The successful bidder may not disclose any information, documentation or products to other clients without the written approval of the Energy Regulator or the delegate.				

SECTION B Part 2: Special Conditions of Bid and General Conditions of Contract

	SPECIAL CONDITIONS OF BID	CONFIRMATION			
		Yes	No	N/A	If no, indicate deviation
3.2	All the intellectual property rights arising from the execution of this contract shall vest in NERSA who shall be entitled to cede and assign such to the Department of Energy and the contractor undertakes to honour such intellectual property rights and all future rights by keeping the know-how and all published and unpublished material confidential.				
3.3	In the event that the contractor or any project team member would like to use information or data generated by the project, for academic or any other purpose, prior written permission must be obtained from the client. Such permission will not be unreasonably withheld and if it is withheld, written reasons will be provided.				
3.4	NERSA shall own all deliverables produced by the Contractor during the course of, or as part of the contract whether capable of being copyrighted or not ("IP") and which are or may become eligible for copyright under the laws of the Republic of South Africa and which relates to the contract or which arises directly from this contract. This IP NERSA shall be entitled to freely cede and assign to the Department of Energy. No other document needs to be executed to give effect to this cession, assignment or transfer.				
3.5	The provisions of this clause 3 shall only apply to such IP that is created during the course and scope in terms of this contract.				
3.6	The Contractor acknowledges and agrees that each provision of clause 3 is separate, severally and separately enforceable from any other provisions of this contract.				
3.7	The invalidity or non-enforceability of any one or more provision hereof, shall not prejudice or effect the enforceability and validity of the remaining provisions of this contract.				
3.8	This clause 3 shall survive termination of this contract.				
3.9	Non-acceptance of clause 3 may deem your bid to be non-responsive.				
4	NON-COMPLIANCE WITH DELIVERY TERMS				

SECTION B Part 2: Special Conditions of Bid and General Conditions of Contract

	SPECIAL CONDITIONS OF BID	CONFIRMATION			
		Yes	No	N/A	If no, indicate deviation
4.1	As soon as it becomes known to the contractor that he / she will not be able to deliver the services within the delivery period and / or against the quoted price and / or as specified, NERSA must be given immediate written notice to this effect. NERSA reserves the right to implement remedies as provided for in the GCC. Price is not applicable for bidding.				
5	WARRANTS				
5.1	The contractor warrants that it has the capability, experience, expertise and skills necessary and is able to conclude this Agreement to the satisfaction of NERSA.				
5.2	The contractor undertakes to perform the services in a professional manner.				
5.3	Although the contractor will be entitled to provide services to persons other than NERSA, the contractor shall not without the prior written consent of NERSA, be involved in any manner whatsoever, directly or indirectly, in any business or venture which competes or conflicts with the obligations of the contractor to provide services.				
6	PARTIES NOT AFFECTED BY WAIVER OR BREACHES				
6.1	The waiver (whether express or implied) by any Party of any breach of the terms or conditions of this contract by the other Party shall not prejudice any remedy of the waiving party in respect of any continuing or other breach of the terms and conditions hereof .				
6.2	No favour, delay, relaxation or indulgence on the part of any Party in exercising any power or right conferred on such Party in terms of this contract shall operate as a waiver of such power or right nor shall any single or partial exercise of any such power or right under this agreement.				
7	OBLIGATION				
7.1	The contractor shall perform all aspects of the services as more fully described in the terms of reference and shall comply with all reasonable instructions, requests and/or directions as may be issued by NERSA from time to time.				

SECTION B Part 2: Special Conditions of Bid and General Conditions of Contract

	SPECIAL CONDITIONS OF BID	CONFIRMATION			
		Yes	No	N/A	If no, indicate deviation
8	PROJECT PLAN				
8.1	The contractor shall within 2 (two) weeks after signing this contract, submit to NERSA, a draft project plan for consideration and approval.				
8.2	The approved project plan submitted in terms of clause 8.1 above shall be binding on the contractor.				
9	RETENTION				
9.1	On termination of this agreement, or at the end of the contract period, the contractor shall, on demand hand over all documentation provided as part of the project and all deliverables, etc., without the right of retention, to NERSA.				
9.2	No agreement to amend or vary a contract or order or the conditions, stipulations or provisions thereof shall be valid and of any force and effect unless such agreement to amend or vary is entered into in writing and signed by the contracting parties. Any waiver of the requirement that the agreement to amend or vary shall be in writing, shall also be in writing.				
10	INDEMNITY				
10.1	The contractor hereby indemnifies and holds harmless NERSA's employees, agents or its duly authorized representatives from and against any and all claims, liabilities, losses, costs, expenses (including attorneys' fees) and damages, which NERSA may suffer and/or incur arising out of and/or resulting from wilful misconduct, negligent act or omission by the contractor in performance of the Services in terms of this agreement.				
10.2	The indemnification under this clause shall survive termination of this agreement.				
11	UNDERTAKINGS BY THE CONTRACTOR				
11.1	The contractor shall not, during the contract period or extended contract period, directly or indirectly entice away any employee of NERSA.				
12	FORCE MAJEURE				
12.1	Should the affected Party be unable to fulfil its obligations in terms of this agreement for a period of fourteen (14) days or such other reasonable period from the date of notification to the other Party of a <i>force majeure</i> , then the other Party shall be entitled to terminate this agreement forthwith if justifiable under				

SECTION B Part 2: Special Conditions of Bid and General Conditions of Contract

SPECIAL CONDITIONS OF BID		CONFIRMATION			
		Yes	No	N/A	If no, indicate deviation
	the circumstances, by written notice to that effect to the affected Party.				
13	INDEPENDENT CONTRACTOR				
13.1	The contractor agrees and acknowledges that it is an independent contractor and that this agreement shall not be construed as creating any relationship of employment, agency, partnership or joint venture between the Parties. Accordingly the contractor has no authority to represent, act on behalf of or bind NERSA in anyway whatsoever.				
13.2	The contractor shall not issue any press release, make or publish any statement or other communication relating to, connected with or arising out of this agreement or the rendering of the Services without the prior written consent of NERSA.				
14	ASSIGNMENT				
14.1	The provisions of this agreement shall automatically transfer to and continue to exist to any legal successors of the Parties.				
15	DATA PROTECTION				
15.1	The Parties acknowledge their respective obligations to comply with the substantive provisions of the Protection of Personal Information Act, 2013 (Act No. 4 of 2014) (hereinafter referred to as 'Act').				
15.2	Where any Party receives any personal information as defined in the Act such Party shall ensure that it fully complies with the provisions of the Act and only deals with or processes such personal information to fulfil its obligations in terms of this Agreement.				
15.3	The personal information received by a Party shall not be processed or disclosed for any other purpose, but the purpose that it was provided for, without the consent of the disclosing Party.				
15.4	Each Party therefore understands and agrees, notwithstanding any contrary provision in any other agreement between the Parties, that each Party retains its full rights to pursue legal or equitable remedies, in the event of any breach or threatened breach of the provisions of with the Act when dealing with and/or processing personal information of the disclosing Party, and may prevent the other Party, any of its agents or subcontractors, or any third party who				

SECTION B Part 2: Special Conditions of Bid and General Conditions of Contract

	SPECIAL CONDITIONS OF BID	CONFIRMATION			
		Yes	No	N/A	If no, indicate deviation
	have received records or information from that Party, from violating this Agreement by any legal means available.				
15.5	Each Party further understands that the violation of the provisions dealing with the Act may subject that Party to applicable legal penalties, including those provided under the Act.				
15.6	Within thirty (30) days after the termination of this Agreement, for whatever reason, the receiving Party of either Party's personal information shall return same or at the discretion of the disclosing Party of such personal information, destroy such personal information, and shall not retain copies, samples or excerpts thereof.				
15.7	In cases where the disclosing Party has elected for the personal information to be destroyed, as provided for in clause 18.6 above, the receiving Party shall, within ten (10) days of receiving the instruction to destroy the personal information, send an affidavit confirming the destruction of such personal information.				
15.8	The Parties acknowledge their respective obligations to comply with the substantive provisions of the Protection of Personal Information Act, 2013 (Act No. 4 of 2014) (hereinafter referred to as 'Act').				
15.9	Where any Party receives any personal information as defined in the Act such Party shall ensure that it fully complies with the provisions of the Act and only deals with or processes such personal information to fulfil its obligations in terms of this Agreement.				

TAX CLEARANCE CERTIFICATE REQUIREMENT

- 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 In bids where consortia / joint ventures / sub-contractors are involved, each party must submit a separate proof of TCS / pin / CSD number.
- 2.5 Where no TCS is available but the bidder is registered on the Central Supplier Database (CSD), a CSD number must be provided with the Tax Compliance System Pin on the on the Invitation to Bid form.
- 2.6 International bidders do not have to be a locally registered entity in South Africa in order to bid. See QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS on the Invitation to Bid Form. Therefore, if responses to all questionnaire were no, then it's not a requirement to register for a tax compliance status system pin code from the South African Revenue Service (SARS).

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.

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.

SECTION B Part 3: Bidder's Disclosure

[illegible]

Please provide a separate annexure to provide full details of the list of directors / trustees / members / shareholders. In case of trustees, joint venture, consortium and sub-contractor the details of ownership of the company should be provided with the bid document.

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:

.....
.....

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.

3.5 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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

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.

SECTION B Part 3: **Bidder's Disclosure**

- 3.7 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act 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

PREFERENTIAL PROCUREMENT REGULATIONS 2022

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

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022.

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to all bids:

The 80/20 system for requirements with a Rand Value equal to or above R2001 and up to R50 million (all applicable taxes included).

1.2 Preference points for this bid shall be awarded for:

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

1.3 The maximum points for this bid are allocated as follows:

POINTS

1.3.1 PRICE (**Not Applicable**) 80

1.3.2 SPECIFIC GOALS 20

Total points for Price and specific goals must not exceed 100

1.4. The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

2. DEFINITIONS

2.1 “**all applicable taxes**” includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;

2.2 “**bid**” means a written offer in a prescribed or stipulated form in response to an invitation by NERSA for the provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;

2.3 “**comparative price**” means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;

2.4 “**consortium or joint venture**” 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;

2.5 “**contract**” means the agreement that results from the acceptance of a bid by an organ of state;

2.6 “**EME**” means any enterprise with an annual total revenue of R5 million or less.

SECTION B Part 5: Preference Points Claim Form (Purchases)

- 2.7 **“Firm price”** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- 2.8 **“rand value”** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;

3. ADJUDICATION USING A POINT SYSTEM

- 3.1 The bidder obtaining the highest number of total points will be awarded the contract.
- 3.2 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts;
- 3.3 Points scored must be rounded off to the nearest 2 decimal places.
- 3.4 In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for specific goals.
- 3.5 However, when selection criteria is part of the evaluation process and two or more bids have scored equal points including equal preference points for specific goals, the successful bid must be the one scoring the highest score on selection criteria.
- 3.6 Should two or more bids be equal in all respects the award shall be decided by the drawing of lots.

4. POINTS AWARDED FOR PRICE

4.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

80/20

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

Where

P_s = Points scored for comparative price of bid under consideration

P_t = Comparative price of bid under consideration

$P_{\min}$ = Comparative price of lowest acceptable bid

SECTION B Part 5: Preference Points Claim Form (Purchases)

5. POINTS AWARDED FOR SPECIFIC GOALS

7.1.1 Points to be awarded to a bidder based on his or her specific goals see below table:

PRICE	MAXIMUM POINTS	REQUIRED EVIDENCE
Price	80	
Specific Goal	20	
▪ Black Owned	10	Valid BBB-EE certificate or sworn affidavit
▪ Woman Owned	10	Valid BBB-EE certificate or sworn affidavit
Total Points	100	

Bidders who wish to claim points for specific must ensure that documentary evidence to support the claim is attached to the bid document as specified in table above.

6. DECLARATION WITH REGARD TO COMPANY/FIRM

6.1 Name of firm:

6.2 VAT registration number:

6.3 Company registration number:

6.4 TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
 - ☐ One-person business/sole propriety
 - ☐ Close corporation
 - ☐ Company
 - ☐ (Pty) Limited
- [TICK APPLICABLE BOX]

6.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

.....

.....

.....

SECTION B Part 5: Preference Points Claim Form (Purchases)

6.6 COMPANY CLASSIFICATION

- ☐ Manufacturer
- ☐ Supplier
- ☐ Professional service provider
- ☐ Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

6.7 MUNICIPAL INFORMATION

Municipality where business is situated

Registered Account Number.....

Stand
Number.....

6.8 Total number of years the company/firm has been in business?

9.9 I hereby declare under Oath that:

(a) The Enterprise is _____% Black Owned using the flow-through principle as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9(1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,

(b) The Enterprise is _____% Black Female Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,

(c) Black Designated Group Owned % Breakdown as per the definition stated above:

- Black Youth % = _____%
- Black Disabled % = _____%
- Black Unemployed % = _____%
- Black People living in Rural areas % = _____%
- Black Military Veterans % = _____%

6.10 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, indicated in paragraph 5 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we 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.

SECTION B Part 5: Preference Points Claim Form (Purchases)

- (iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 5 the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- (iv) If the Specific goals has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding 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) restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, 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

Signature(s) of Bidder(s): _____ Date: _____

Address _____

WITNESSES: 1. _____ 2. _____

INVITATION TO BID PART A

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENT OF NERSA

BID NUMBER	<u> NERSA/2425/LAS/LFP/BID005 </u>	CLOSING DATE	<u> 26 JULY 2024 </u>	CLOSING TIME	<u> 11:00 </u>
DESCRIPTION	<u> THE APPOINTMENT OF A PANEL OF LAW FIRMS TO PROVIDE LEGAL SUPPORT SERVICES TO NERSA FOR A PERIOD OF THREE (3) YEARS </u>				
VALIDITY	<u> Offer to be valid for 120 (23 NOVEMBER 2024) days from the closing date (26 JULY 2024). </u>				

The successful bidder will be required to fill in and sign a written Contract Form

BID DOCUMENTS MAY BE:

DEPOSITED IN THE BID/TENDER BOX SITUATED AT
(Street address)

 NERSA, Kulawula House, 526 Madiba (Vermeulen) Street, Arcadia, Pretoria

OR

* POSTED TO:

 The Procurement Manager, NERSA, PO Box 40343, Arcadia, 0007, South Africa

OR

HANDED IN AT RECEPTION SITUATED AT
(Street address)

 NERSA, Kulawula House, 526 Madiba (Vermeulen) Street, Arcadia, Pretoria, prior to the official closure time and the bidder must obtain a receipt, indicating the time of delivery, from the receptionist.

No faxed or e-mailed bids will be accepted

Bidders should ensure that bids are delivered to NERSA before the closing date and time to the correct physical address. If the bid is late, it will not be accepted for consideration.

*** Refer to Paragraph 6 of the "Special Conditions of Bid and Contract: Portion 1".**

- ☐ Bids can be delivered and deposited into the bid / tender box between 08:00 and 16:30, Mondays to Thursdays and 08:00 to 16:00 on Fridays, prior to the closing date, and between 08:30 and 11:00 on the closing date.
- ☐ All bids must be submitted on the official forms (not to be re-typed).
- ☐ This bid is subject to the General Conditions of Contract (GCC) and, if applicable, any other Special Conditions of Contract.
- ☐ Bids submitted that do not comply with the following may not be considered for evaluation:
 - A bid that is not in the format prescribed.
 - A bid without some or all of the required documents.
 - Pricing schedules not in the required format.
 - Bids without the required number of copies.
- ☐ Any queries regarding bidding procedures and technical information may be directed to:
 - e-Mail: **scm@nersa.org.za**
 - Tel.: **012 401 4795 / 012 401 4696 /**
 - Fax: **012 401 4700**

SECTION B Part 6: Invitation to Bid

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)							
BID NUMBER:	NERSA/2425/LAS/LFP/BID005		CLOSING DATE:	26 JULY 2024		CLOSING TIME:	11:00
DESCRIPTION	THE APPOINTMENT OF A PANEL OF LAW FIRMS TO PROVIDE LEGAL SUPPORT SERVICES TO NERSA FOR A PERIOD OF THREE (3) YEARS.						
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT NERSA, KULAWULA HOUSE, 526 MADIBA (VERMEULEN) STREET, ARCADIA, PRETORIA							
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO				TECHNICAL ENQUIRIES MAY BE DIRECTED TO:			
CONTACT PERSON				CONTACT PERSON			
TELEPHONE NUMBER				TELEPHONE NUMBER			
FACSIMILE NUMBER				FACSIMILE NUMBER			
E-MAIL ADDRESS				E-MAIL ADDRESS			
SUPPLIER INFORMATION							
NAME OF BIDDER							
POSTAL ADDRESS							
STREET ADDRESS							
TELEPHONE NUMBER	CODE			NUMBER			
CELLPHONE NUMBER							
FACSIMILE NUMBER	CODE			NUMBER			
E-MAIL ADDRESS							
VAT REGISTRATION NUMBER							
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:			OR	CENTRAL SUPPLIER DATABASE No:	MAAA.....	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] ☐ Yes ☐ No			B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX] ☐ Yes ☐ No	
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]							
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 THE QUESTIONNAIRE BELOW]	
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS							
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?						☐ YES ☐ NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?						☐ YES ☐ NO	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?						☐ YES ☐ NO	
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?						☐ YES ☐ NO	
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?						☐ YES ☐ NO	
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.							

PART B

TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.
1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).
2. TAX COMPLIANCE REQUIREMENTS
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

SIGNATURE OF BIDDER:

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

DATE:

TECHNICAL PROPOSAL (NOT APPLICABLE)

EXPERIENCE IN THIS FIELD

Legal firms must provide the list of current and/or completed projects which the bidder is/was involved in the format set out in Tables 1 and 2 respectively and reference letters (on the letterhead of the referees) to whom the bidder provided the same or similar services;

Table 1

Current Projects in *Category _____						
Name of Institution	Description of works	Value of contract	Start Date	Contact person/s	Contact details Tel: Email:	Reference Annexure or Folder in the Bid

Please include a separate annexure to provide full details.

*** Insert the category applied for and complete a similar table for each category**

Table 2

Completed Projects in *Category _____						
Name of Institution	Description of works	Value of contract	Start Date	Contact person/s	Contact details Tel: Email:	Reference Annexure or Folder in the Bid

Please include a separate annexure to provide full details.

NB: Completion of this Table is compulsory.

*** Insert the category applied for and complete a similar table for each category**

- Legal firms are required to submit reference letters as part of the proposal on the closing date of bid. The format to be used is reflected on SCM supporting documents. This document must be completed by the referee and included in the bid submission. Alternatively, an existing reference letter may be used for this purpose provided it contains all information required in the NERSA standard template and must not be older than one year.
- NERSA reserves the right not to allocate points for track record should a bidder fails to provide reference letters for each project listed in the track record. A template is attached on the bid document.
- NERSA reserves the right to verify the information provided and if found to be false or misrepresented, punitive measures may be instituted against the respective party including but not limited to blacklisting and restriction from participating in any future government bid.
- Legal firms must comply with the provisions of the Protection of Personal Information Act, 2013 (Act No. 4 of 2013).

SECTION B Part 9: Team Details (CV Template Guideline)

CV TEMPLATE GUIDELINE

1. **Family name** _____
2. **First name:** _____
3. **Date of birth:** _____
4. **Nationality** _____
5. **Education/Key qualifications**

Institution (Date from - Date to)	Degree(s) or Diploma(s) obtained

6. **Membership of professional bodies** _____
7. **Other skills (e.g. computer literacy, etc.)** _____

8. **Present position and minimum role in the project:** _____
9. **Years within the organisation:** _____
10. **Years of experience/skills:** _____

11. **Description of similar projects with contactable references**

Date (From – To) (mm/yy)	
Organisation	
Position	
Responsibilities	
Description of similar projects	
Contact details of reference	
Name	
Tel	
Email	

Date (From – To) (mm/yy)	
Organisation	
Position	
Responsibilities	
Description of similar projects	
Contact details of reference	
Name	
Tel	
Email	

CV TEMPLATE GUIDELINE

- ❖ Legal firms are also required to submit proof of current registration with the Legal Practice Council of the project team members and complete Table 3 below:

Table 3

Proof of Good Standing with the Legal Practice Council			
Item	Name of the Practitioner	Name of the Provincial Legal Practice Council	Reference Annexure or Folder in the Bid
1.			
2.			
3.			

Please include a separate annexure to provide full details. This list is not limited to three.

- ❖ A summary of the curriculum vitae of the proposed legal team members and their roles and who will be in charge of NERSA services must be provided. The proposed team of lawyers must have at least three (3) years' post admission experience in legal practice. Tertiary and other qualifications must be supported with full certificates/particulars and fidelity fund certificate. Bidders are also required to complete Table 4 below:

Table 4

Team Members and their Experience in *Category _____					
Item	Name of Team Member	Level of Seniority / Title	Years of Experience in the Category applied for post admission	Qualifications	CV, Qualification and Certificate Reference and Annexure or Folder in the Bid
1.					
2.					
3.					

Please include a separate annexure to provide full details. This list is not limited to three.

*** Insert the category applied for and complete a similar table for each category**

Legal firms must indicate and be able to designate or allocate team members to this assignment as follows:

- d) Partner or Director,
- e) Senior Associate,
- f) Associate.

NB: NERSA will not accept services rendered by a Candidate Attorney.

SECTION B Part 10: Pricing Schedule

PRICING SCHEDULE – NOT APPLICABLE